



CITY COUNCIL AGENDA

Tuesday, August 12, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 12, 2014, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

The City Council may discuss and/or take action on each of the following items before it and may go into Executive Session on any item listed on the agenda in accordance with Chapter 551 of the Texas Government Code.

As a courtesy to those in attendance, please place your cell phone on “Silent” or “Vibrate.”

Please, no talking during the meeting, take any conversations outside, so others can hear.

Thank You!

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

Disposition of Minutes

2. Approval of the Minutes of the Regular Meeting of July 22, 2014 and Special Meeting of August 5, 2014 5-11 Davis

Consent Items

3. Final Reading of an Ordinance Amending the Fire Department Pay Scale for Fiscal Year 2013-2014; by Amending the Certificate, Education and Assignment Pay; Providing for an Effective Date 12-13 Ferguson
4. Final Reading of a Resolution Regarding City Council Oversight and Approval of Projects and Expenditures of the Big Spring Economic Development Corporation 14-15 Sjogren
5. Final Reading of a Resolution Authorizing the City to Enter into an Interlocal Agreement with Glasscock County Pursuant to 16-23 Williams
08-12-14 Agenda

Section 362.002 of the Texas Local Government Code to Form a Mutual Aid Law Enforcement Task Force in Order in to Cooperate in Criminal Investigations and Other Law Enforcement Activities; Authorizing the Mayor to Execute the Agreement; and Authorizing the Chief of Police to Take All Necessary Actions Under the Agreement

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| 6. | Final Reading of a Resolution Authorizing the City to Enter into an Interlocal Agreement with Sterling County Pursuant to Section 362.002 of the Texas Local Government Code to Form a Mutual Aid Law Enforcement Task Force in Order in to Cooperate in Criminal Investigations and Other Law Enforcement Activities; Authorizing the Mayor to Execute the Agreement; and Authorizing the Chief of Police to Take All Necessary Actions Under the Agreement | 24-31 | Williams |
| 7. | Final Reading of a Resolution Authorizing the City to Enter into an Interlocal Agreement with Howard County Pursuant to Section 362.002 of the Texas Local Government Code to Form a Mutual Aid Law Enforcement Task Force in Order in to Cooperate in Criminal Investigations and Other Law Enforcement Activities; Authorizing the Mayor to Execute the Agreement; and Authorizing the Chief of Police to Take All Necessary Actions Under the Agreement | 32-40 | Williams |

Routine Business

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| 8. | Vouchers for 07/24/14 \$ 550,764.83 | McDonald |
| | Vouchers for 07/31/14 \$ 1,158,894.25 | |
| | Vouchers for 08/07/14 \$ 1,157,239.02 | |

New Business

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|-----|---|----|-------|
| 9. | Consideration of Placing a Proposal on the September 23, 2014 City Council Agenda to Adopt the Tax Rate of \$0.856640/\$100 (Which includes a Debt Service Rate of \$0.212238/\$100 and a M & O Rate of \$0.644402/\$100) for the 2014/2015 fiscal year. | 41 | Moore |
| 10. | Call for the First Public Hearing on the Proposed Tax Rate to be Held on Tuesday, August 26, 2014 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas and Call for the 2 nd Public Hearing on the Proposed Tax Rate to be Held on Tuesday, September 9, 2014 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas | | Moore |

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| 11. | Call for a Public Hearing on the Proposed 2014-2015 Annual Budget to be Held on Tuesday, September 9, 2014 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas | | Moore |
| 12. | Consideration and Approval of an Interlocal Agreement with Lubbock County Regarding Reallocation of JAG Grant Funds and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 42-43 | Williams |
| 13. | Consideration and Approval of an Agreement with Sundt Construction, Inc. and Price Construction, Ltd. For Water Use During Construction of the US 87 Reliever Route and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 44-49 | Sjogren |

City Manager's Report

14.

Council Input

15. Input

Executive Session

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| 16. | Adjourn into Executive Session with the Executive Director of the Big Spring Economic Development Corporation under the Provisions of Title 5, Texas Government Code Section 551.087 to Discuss or Deliberate Commercial or Financial Information Concerning Entities that the City Seeks to have Locate, Stay or Expand in or Near the City and with Which the City and Big Spring Economic Development Corporation are Conducting Economic Development Negotiations; and Under Title 5, Texas Government Code, Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value or Real Property | | McLellan |
| 17. | Reconvene in Open Session and Take Any Necessary Action | | McLellan |
| 18. | Adjourn | | McLellan |

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, August 8, 2014 at 5:00 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, **www.mybigspring.com** in accordance with legal requirements.


Lesa Gamble, Administrative Assistant

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATIONS OR HEARING-IMPAIRED PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT LESA GAMBLE AT 264-2401. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF THE MEETING TIME.

Agenda Removal Notice - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on

August _____, 2014 at _____ a.m./p.m.

By: _____
City Secretary's Office

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., July 22, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
RAUL MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
JOHNNY WOMACK	Public Works Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

INVOCATION & PLEDGE OF ALLEGIANCE

Bert Guzman of Family Faith Victory Center gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
HELD ON JULY 8, 2014

Motion was made by Councilmember Harbour, seconded by Councilmember Myers, with all members of the Council voting “aye” approving the above listed minutes.

CONSENT ITEMS

FINAL READING OF A RESOLUTION DESIGNATING AN INVESTMENT OFFICER TO BE RESPONSIBLE FOR THE INVESTMENT OF FUNDS AND PROVIDING AN EFFECTIVE DATE

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving the second and final reading of the above listed resolution.

BIDS

AWARD THE BID FOR ASBESTOS ABATEMENT AT THE MCMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK PARACHUTE BUILDING AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Benavides, with all members of the Council voting “aye” awarding the above listed bid to Vanco Insulation, Inc. in the amount of \$81,418.00.

ROUTINE BUSINESS

Councilmember Myers reviewed the vouchers. Motion was made by Councilmember Myers, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving vouchers in the amount of \$1,684,411.80 (07/10/14) and \$1,582,240.13 (07/17/14).

NEW BUSINESS

FINAL READING OF AN ORDINANCE ADOPTING TWO COMPONENTS OF THE CITY OF BIG SPRING COMPREHENSIVE PLAN REFERRED TO HEREIN AS THE NORTH SECTOR AND THE AIRPORT SECTOR; PROVIDING LAND USE AND THOROUGHFARE PLANS IN THOSE SECTORS WITHIN THE CURRENT CITY LIMITS AND WITHIN THE CITY’S EXTRATERRITORIAL JURISDICTION (ETJ) AS DEFINED BY SECTION 42.021 OF THE TEXAS LOCAL GOVERNMENT CODE, DEFINING THE GENERAL BOUNDARIES OF THE SECTORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Harbour, with Councilmembers Marquez, Harbour, Myers, McLellan, McDonald and Benavides voting “aye” approving the second and final reading of the above captioned ordinance as revised. Councilmember Boyd, being opposed, voting “nay” for passage of same. Motion passed six to one.

EMERGENCY READING OF AN ORDINANCE AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES OF THE CITY OF BIG SPRING, BY AMENDING ARTICLE 1, ENTITLED "IN GENERAL", BY AMENDING SECTION 1-25, ENTITLED "ADOPTION OF CIVIL SERVICE FOR FIREFIGHTERS AND CIVIL SERVICE POSITIONS DESIGNATED" BY AMENDING PARAGRAPH THREE TO INCREASE THE NUMBER OF DEPUTY CHIEF POSITIONS BY ONE AND DECREASE THE NUMBER OF LIEUTENANT POSITIONS BY ONE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember McDonald, seconded by Councilmember Myers, with all members of the Council voting "aye" approving the emergency reading of the above captioned ordinance.

FIRST READING OF AN ORDINANCE AMENDING THE FIRE DEPARTMENT PAY SCALE FOR FISCAL YEAR 2013-2014; BY AMENDING THE CERTIFICATE, EDUCATION AND ASSIGNMENT PAY; PROVIDING FOR AN EFFECTIVE DATE

Motion was made by Councilmember Myers, seconded by Councilmember Marquez, with all members of the Council voting "aye" approving the first reading of the above captioned ordinance.

FIRST READING OF A RESOLUTION REGARDING CITY COUNCIL OVERSIGHT AND APPROVAL OF PROJECTS AND EXPENDITURES OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Marquez, with all members of the Council voting "aye" approving the first reading of the above captioned resolution.

FIRST READING OF A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH GLASSCOCK COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT

Motion was made by Councilmember Harbour, seconded by Mayor Pro Tem Benavides, with all members of the Council voting "aye" approving the first reading of the above captioned resolution.

FIRST READING OF A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH STERLING COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING

THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT

Motion was made by Councilmember Myers, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving the first reading of the above captioned resolution.

FIRST READING OF A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving the first reading of the above captioned resolution.

APPROVAL AND ACCEPTANCE OF THE MINUTES OF THE MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON JUNE 17, 2014

Motion was made by Councilmember Harbour, seconded by Councilmember Myers, with all members of the Council voting “aye” approving the above captioned minutes.

CITY MANAGER’S REPORT

Mr. Darden reminded Council that the budget work sessions will begin on August 5, 2014.

COUNCIL INPUT

Mayor McLellan read two letters of appreciation that he received regarding the Code Enforcement Office and the Utilities Department.

Councilmember Marquez thanked the Fire Department for sponsoring the community movie.

Councilmember Harbour announced that the Northside Movement will have a flea market on August 1 & 2 at the Andries Park and thanked the staff for their help in getting the park ready.

Councilmember McDonald expressed the importance of first impressions on the the entry ways into the City of Big Spring.

EXECUTIVE SESSION

THE COUNCIL ADJOURNED INTO EXECUTIVE SESSION UNDER THE PROVISIONS OF TITLE 5, TEXAS GOVERNMENT CODE SECTION 551.074 TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND DUTIES OF THE CITY MANAGER, CITY ATTORNEY AND MUNICIPAL JUDGE AT 6:35 P.M.

THE COUNCIL RECONVENED INTO OPEN SESSION AT 9:38 P.M. AND TOOK THE FOLLOWING ACTION:

Motion was made by Councilmember Benavides, seconded by Councilmember McDonald, with all member of the Council voting “aye” authorizing the Mayor to advise the City Manager, City Attorney and Municipal Court Judge of the results of their evaluations; negotiate pay adjustments with the three employees; and negotiate and execute new employment agreements with the City Manager and City Attorney.

ADJOURN

Mayor McLellan adjourned the meeting at 9:40 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a special meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., August 05, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
RAUL MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

(Councilmember Myers was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor McLellan gave the invocation and led the Pledge of Allegiance to the American and Texas Flags.

NEW BUSINESS

EMERGENCY READING OF AN ORDINANCE AMENDING CHAPTER TWO OF THE CODE OF ORDINANCES ENTITLED "ALCOHOLIC BEVERAGES," SECTION 2-7 ENTITLED "POSSESSION AND COMSUMPTION OF ALCOHOLIC BEVERAGES PROHIBITED IN ALL CITY PARKS; EXCEPTIONS" IN ORDER TO CLARIFY REGULATION OF SUCH POSSESSION AND CONSUMPTION; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Marquez, seconded by Mayor Pro Tem Benavides, with all members of the Council voting “aye” approving the emergency reading of the above captioned ordinance.

EMERGENCY READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE 7 ENTITLED “COMANCHE TRAIL GOLF COURSE”; SECTION 6-146 ENTITLED “GOLF COURSE FEES” IN ORDER TO AMEND GREEN FEES; REPEALING ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Harbour, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the emergency reading of the above captioned ordinance.

ADJOURN

Mayor McLellan adjourned the meeting at 6:15 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE FIRE DEPARTMENT PAY SCALE FOR FISCAL YEAR 2013-2014; BY AMENDING THE CERTIFICATE, EDUCATION AND ASSIGNMENT PAY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Fire Department pay plan for the remaining fiscal year 2013-2014, by amending the provisions for certificate, education and assignment pay;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, AS FOLLOWS:

Section 1. Enacted

THAT, the assignment, educational and certificate pay portion of the Fire Department pay schedule shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes as if set forth in full herein, is adopted for the remainder of fiscal year 2013-14. In the event the City Council does not take action to amend the assignment, education and certificate pay in the years following 2013-14, the assignment, education and certificate pay provided shall remain in effect for subsequent years.

Section 2. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 3. Effective Date

This ordinance shall be in force and effective from and after its passage in accordance with the City Charter and State law.

PASSED AND APPROVED on First Reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members of the Council voting "aye for passage of the same.

PASSED AND APPROVED on Second and Final Reading at a regular meeting of the City Council on the 12th day of August, 2014, with all members of the Council voting "aye for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Exhibit A

	STEP	SHIFT	JOB DESCRIPTION	CODE	HOURLY	HOURLY	RATE 3 HCP
BASE PAY	1	DAY	CADET		0	\$12.857	
	1	SHIFT	FIRE FIGHTER	FF S	\$12.857	\$13.628	
	2	DAY	FIRE FIGHTER	FF D			\$1.435
	1	SHIFT	APPARATUS ENGINEER	APENG S	\$14.211	\$15.064	\$0.000
	2	DAY	APPARATUS ENGINEER	APENG D			\$1.928
	1	SHIFT	LIEUTENANT	LT S	\$16.030	\$16.992	\$0.000
	2	DAY	LIEUTENANT	LT D			\$3.459
	1	SHIFT	DEPUTY CHIEF	DC S	\$19.293	\$20.451	\$0.000
	2	DAY	DEPUTY CHIEF	DC D			
		1	SHIFT	EMERGENCY MED TECH PARAMEDIC	EMTP S	\$2.131	\$2.131
	2	DAY	EMERGENCY MED TECH PARAMEDIC	EMTP D	\$2.985	\$2.985	
EDUCATION	1	SHIFT	ASSOCIATE DEGREE	ASSOC S	\$0.428	\$0.428	
	2	DAY	ASSOCIATE DEGREE	ASSOC D	\$0.600	\$0.600	
	1	SHIFT	BACHELORS DEGREE	BACH S	\$0.870	\$0.870	
	2	DAY	BACHELORS DEGREE	BACH D	\$1.218	\$1.218	
ASSIGNMENT PAY	1	SHIFT	INSTRUCTOR - TDH	INST-TDH S	\$0.888	\$0.888	
	2	DAY	INSTRUCTOR - TDH	INST-TDH D	\$1.244	\$1.244	
	1	SHIFT	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP S	\$0.888	\$0.888	
	2	DAY	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP D	\$1.244	\$1.244	
	1	SHIFT	FIRE INVESTIGATOR or INSPECTOR	INV-INSP S	\$0.455	\$0.455	
	2	DAY	FIRE INVESTIGATOR or INSPECTOR	INV-INSP D	\$0.636	\$0.636	
	1	SHIFT	ARSON INVESTIGATOR	ARSON S	\$0.908	\$0.908	
	2	DAY	ARSON INVESTIGATOR	ARSON D	\$1.261	\$1.261	
	2	DAY	TRAINING OFFICER	TRANOFF D	\$1.206	\$1.206	
	2	DAY	FIRE MARSHAL	FIRE MARSH D	\$7.026	\$7.026	
1	SHIFT	HEALTH INSPECTOR	FIRE MARSH S	\$0.861	\$0.861		
2	DAY	HEALTH INSPECTOR	FIRE MARSH D	\$1.206	\$1.206		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS REGARDING CITY COUNCIL OVERSIGHT AND APPROVAL OF PROJECTS AND EXPENDITURES OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, the Citizens of the City of Big Spring voted to adopt a ½ cent sales tax under Section 4A of the Texas Development Corporation Act, and created Moore Development for Big Spring, Inc. which was subsequently re-named the Big Spring Economic Development Corporation (“BSEDC”) as the economic development corporation authorized to receive and expend such funds; and

WHEREAS, the City Council of the City of Big Spring is charged by state law with oversight of all programs and expenditures of BSEDC; and

WHEREAS the City Council and BSEDC wish to have open lines of communication and to establish certain procedures to facilitate the duties of each with regard to economic development for the City of Big Spring;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING TEXAS:

Section 1. THAT, the Board of Directors of BSEDC (hereinafter “the Board”) or such person or persons that the Board shall designate to represent it, shall meet quarterly (in executive session under Section 551.087 of the Texas Government Code if necessary) to discuss ongoing and contemplated economic development projects that are being considered or negotiated by Big Spring EDC. The meetings shall be held quarterly on the first City Council meeting of the months of January, April, July and October of each year, unless such meeting shall be canceled or rescheduled upon request by the Big Spring EDC or a member of the City Council. Any rescheduling or cancellation that will result in a lapse of more than four months since the previous such meeting must be approved by a majority vote of the City Council.

Section 2. THAT, the City Council must approve all programs and expenditures of the Big Spring EDC, other than routine administrative expenditures provided for in its annual budget, prior to any funds being expended. The City Council will perform this duty by consideration and action on each performance agreement between the Big Spring EDC and proposed fund recipients at a regular or special city council meeting. In the event that the Big Spring EDC intends to make an expenditure that does not require a performance agreement, it will submit a description of the program or expenditure to the City Council and the City Council will perform this duty by consideration and action of such item at a regular or special city council meeting.

Section 3. THAT, the minutes of meetings of Big Spring EDC shall be presented to the City Council under New Business rather than as an item on the Consent Agenda.

Section 4. THAT, the Board shall only require the development and implementation of such policies and procedures for the corporation that are expressly listed in Section 5.08 of the Corporation Bylaws, which are financial, accounting and purchasing policies and procedures.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring, Texas, on the 22nd day of July, 2014, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council of the City of Big Spring, Texas, on the 12th day of August, 2014, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH GLASSCOCK COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT.

WHEREAS, Under Section 362.002 of Texas Local Government Code, the City is authorized to enter into an agreement with a neighboring county to form a mutual aid law enforcement task force in order to cooperate with each other in criminal investigations and other law enforcement activities; and

WHEREAS, the City Council of the City of Big Spring finds it is in the best interest of the public safety of the citizens of the City of Big Spring to enter into such an agreement with Glasscock County so that both entities can make the most efficient and effective use of their law enforcement personnel, equipment, specialized units and other resources;

NOW THEREFORE BE IT RESOLVED, THAT:

- 1) The City shall enter into the Big Spring/Glasscock County Mutual Aid Law Enforcement Task Force in the manner and according to the terms set forth in the Interlocal Agreement attached hereto as Exhibit "A" (hereinafter the "Agreement") and will cooperate with the County in the types of investigations and activities described in the Agreement for the mutual benefit of the City and Glasscock County; and
- 2) The Mayor is hereby authorized to execute the Agreement; and
- 3) The Chief of Police is hereby authorized to take any actions or execute any other documents he deems necessary to accomplish the duties and responsibilities of this City pursuant to such Agreement.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 12th day of **August, 2014**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

**BIG SPRING/GLASSCOCK COUNTY
MUTUAL AID LAW ENFORCEMENT AGREEMENT**

This Agreement is entered into by and between the City of Big Spring (“City”), a Texas home rule municipal corporation, and Glasscock County, (“County”), a political subdivision of the State of Texas, hereinafter collectively referred to as “the Parties,” acting under the authority of Chapter 362 of the Texas Local Government Code, concerning mutual law enforcement services provided through cooperation of the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Parties wish to enter into an agreement for mutual law enforcement services permitted under and pursuant to the Texas Local Government Code §362.002; and

WHEREAS, the respective governing bodies of the Parties have consented to such an agreement by resolution or order attached hereto as Exhibits A and B; and

WHEREAS, the Parties wish to provide the additional territorial jurisdictional and investigative authority to law enforcement officers regularly employed by the Parties, as further described in this Agreement; and

WHEREAS, the Parties believe it to be in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
AGREEMENT**

- 1.01** There is hereby created the Big Spring/Glasscock County Mutual Aid Law Enforcement Task Force between the Parties for the purposes stated herein, hereinafter referred to as the “Task Force”.
- 1.02** The purpose of this Agreement is to allow law enforcement officers regularly employed by the Parties to have certain extraterritorial police powers throughout the territorial jurisdiction of the Parties although outside the officers’ normal territorial jurisdiction, as further described in this Agreement.
- 1.03** Task Force activities shall include assistance and cooperation from law enforcement officers regularly employed by the City with criminal investigations or other law enforcement activity being conducted by County officers, within the County, including, when necessary, the use of personnel, crime scene, tactical, Special Weapons And Tactics (SWAT), or other units from the City, and may involve, execution of search and arrest warrants or any other activity related to law enforcement, upon request from the Sherriff or his designee to the Chief of Police or his designee.
- 1.04.** Task Force activities shall also include assistance and cooperation from law enforcement officers regularly employed by the County with criminal investigations or other law

enforcement activities being conducted by City officers within the corporate limits of the City of Big Spring, including, when necessary, the use of personnel, crime scene, tactical, Special Weapons And Tactics (SWAT), K-9 or other units from the County, and may involve execution of search and arrest warrants, or any other activity related to law enforcement, upon request from the Chief of Police or his designee to the Sherriff or his designee.

ARTICLE II TERM

2.01 This Agreement shall be effective upon execution by all of the Parties and shall continue through July 31, 2015 and shall thereafter be automatically renewed annually for a one (1) year term, unless otherwise terminated as provided herein.

2.02 **Termination.**

- a) Either Party may terminate this Agreement at any time by giving the other Party a minimum of sixty (60) days written notice.
- b) In the event of a breach of this Agreement, the non-breaching Party may terminate this Agreement at any time after providing written notice of the breach to the other Party, and at thirty (30) day opportunity after such notification to correct the breach (the "Notice Period").
- c) Except as otherwise provided herein or unless agreed to in writing by the Parties, if a Party terminates this Agreement because of a material breach, the City shall remain obligated to the Party through the end of the appropriate Notice period and Party shall continue to provide consideration as required under this Agreement to the City through the end of the Notice Period.

ARTICLE III RESPONSIBILITY AND AUTHORITY

3.01 **Responsibility.** The Parties agree to accept responsibility for adhering to all pertinent federal, state, and local laws or regulations.

3.02 **Authority.** Each of the Parties assures the other Party, by its representative's signature, that it has entered into this Agreement by lawful resolution or order of its respective governing body.

ARTICLE IV ARTICLE DEFINITIONS

4.01 "Chief of Police" shall mean the Chief of Police of the City of Big Spring.

4.02 "Compensation" means:

- a) wage, salary, pension, equipment, clothing, medical, and other similar compensation and benefits, including injury or death benefits; and
- b) reasonable expenses incurred for travel, food, and lodging.

4.03 “Contiguous” means touching, directly or indirectly.

4.04 “Department” means the Big Spring Police Department and/or the Glasscock County Sherriff’s Department.

4.05 “Law enforcement officer” has the meaning assigned by Section 362.001, Local Government Code. The term includes a peace officer.

4.06 “Police power” means the lawful authority of a peace officer to carry a weapon, conduct an investigation, make a report, detain, arrest, execute a search or arrest warrant, or engage in other law enforcement conduct attendant to law enforcement, including traffic interdiction and any other general patrol activity.

4.07 “Sheriff” shall mean the Sheriff of Glasscock County.

ARTICLE V CONSIDERATION

5.01 As consideration for this Agreement, the Parties agree to perform the mutual covenants and conditions contained herein and to participate in the lawful activities of the Task Force under this Agreement as well as any agreement, including those pertaining to the contribution of funds, equipment or personnel.

5.02 The Parties expressly agree that any money or property seized in connection with these law enforcement activities will be retained by the Party in which original jurisdiction lies.

ARTICLE VI COMPENSATION AND QUALIFICATION

6.01 **Compensation.** The Parties agree that each Party shall provide for the compensation of each law enforcement officer regularly employed by such Party and assigned to the Task Force.

6.02 **Qualifications for Office.** The Parties agree that qualification for office in the City constitutes qualification for office in the County. The Parties further agree that no additional oath, bond, or compensation is needed for any officer assigned to the Task Force by the Sheriff or the Chief of Police.

ARTICLE VII JURISDICTION

7.01 Territorial Jurisdiction. The Parties agree that law enforcement officers, who are regularly employed by the Parties, may exercise throughout the areas not within the officer's original territorial jurisdiction, the police powers enumerated in Article 7.02.

7.02 Police Powers Authorized. The Parties agree that any law enforcement officers, when performing Task Force activities, shall exercise police power only as that term is defined in this Agreement.

7.03 Extraterritorial Arrest Notification.

Any officer making an extraterritorial arrest under this Agreement, outside of the original territorial jurisdiction of the officer, shall notify the Department having original jurisdiction without delay. Upon notification, the Department shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

7.04 Command. While exercising extraterritorial police power under this Agreement, including conducting a Task Force investigation, each law enforcement officer performing such activities shall be under the command of the Department having original jurisdiction and shall have all the power of a regular law enforcement officer of that jurisdiction.

7.05 Other Authority. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including:

- a) the authority to make a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or
- b) the authority to take an action in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

7.06 Case Records and Information. The Department with original jurisdiction shall be the entity responsible for maintaining records, responding to Public Information Act requests, and/or making voluntary media releases concerning any investigations or law enforcement activities initiated and/or conducted through the terms of this Agreement.

ARTICLE VIII CONTINUATION OF TERRITORIAL AND INVESTIGATIVE JURISDICTION

8.01 Upon termination of this Agreement, the territorial and investigative jurisdiction of each law enforcement officer regularly employed by the Parties will revert to the appropriate jurisdiction otherwise provided by law or other agreement.

**ARTICLE IX
AMENDMENTS**

9.01 This Agreement may be amended only by the duly authorized mutual written agreement of the Parties.

**ARTICLE X
LEGAL CONSTRUCTION**

10.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XI
ENTIRE AGREEMENT**

11.01 This Agreement supersedes any and all other conflicting agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other conflicting agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**ARTICLE XII
NO JOINT ENTERPRISE**

12.01 **No Joint Enterprise.** This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement.

12.02 **Indemnity.** To the extent allowed by law, each Party agrees to indemnify, defend, and hold harmless the other Party and its officials, council or commission members, employees and agents from any claims, or suits arising from the injury or death of any person, or damage to property, resulting from the intentional or negligent act or omission of the indemnifying Party's employee, officer, or agent arising from or related to said employee, officer or agent's participation in the operations of the Task Force. In no case shall the section be construed as waiving any immunity from prosecution or liability that may exist with respect to any of the Parties hereto or their respective officials, council or commission members, employees or agents.

12.03 **No Agency Relationship/Employee Status.** Notwithstanding the Agreement of the Parties to cooperate in the purpose of the Task Force described herein, no employee or officer of any Party shall be authorized to act on behalf of, or in any way be deemed to be an agent of the other Party. In addition, notwithstanding the Agreement herein to cooperate in the purposes of the Task Force, and the existence of any command structure which may be established in order to facilitate the cooperation of the Parties, an employee of officer of either Party who is assigned to participate in the tasks defined herein, shall not at any time be deemed to be an employee of the other Party.

EXECUTED IN _____ ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 20____.

County of Glasscock

City of Big Spring

Signature

Larry McLellan, Mayor

Printed Name/Title

Date of Order

Date of Order

ATTEST:

ATTEST:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH STERLING COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT.

WHEREAS, Under Section 362.002 of Texas Local Government Code, the City is authorized to enter into an agreement with a neighboring county to form a mutual aid law enforcement task force in order to cooperate with each other in criminal investigations and other law enforcement activities; and

WHEREAS, the City Council of the City of Big Spring finds it is in the best interest of the public safety of the citizens of the City of Big Spring to enter into such an agreement with Sterling County so that both entities can make the most efficient and effective use of their law enforcement personnel, equipment, specialized units and other resources;

NOW THEREFORE BE IT RESOLVED, THAT:

- 1) The City shall enter into the Big Spring/Sterling County Mutual Aid Law Enforcement Task Force in the manner and according to the terms set forth in the Interlocal Agreement attached hereto as Exhibit "A" (hereinafter the "Agreement") and will cooperate with the County in the types of investigations and activities described in the Agreement for the mutual benefit of the City and Sterling County; and
- 2) The Mayor is hereby authorized to execute the Agreement; and
- 3) The Chief of Police is hereby authorized to take any actions or execute any other documents he deems necessary to accomplish the duties and responsibilities of this City pursuant to such Agreement.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 12th day of **August, 2014**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

**BIG SPRING/STERLING COUNTY
MUTUAL AID LAW ENFORCEMENT AGREEMENT**

This Agreement is entered into by and between the City of Big Spring (“City”), a Texas home rule municipal corporation, and Sterling County, (“County”), a political subdivision of the State of Texas, hereinafter collectively referred to as “the Parties,” acting under the authority of Chapter 362 of the Texas Local Government Code, concerning mutual law enforcement services provided through cooperation of the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Parties wish to enter into an agreement for mutual law enforcement services permitted under and pursuant to the Texas Local Government Code §362.002; and

WHEREAS, the respective governing bodies of the Parties have consented to such an agreement by resolution or order attached hereto as Exhibits A and B; and

WHEREAS, the Parties wish to provide the additional territorial jurisdictional and investigative authority to law enforcement officers regularly employed by the Parties, as further described in this Agreement; and

WHEREAS, the Parties believe it to be in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
AGREEMENT**

- 1.01 There is hereby created the Big Spring/Sterling County Mutual Aid Law Enforcement Task Force between the Parties for the purposes stated herein, hereinafter referred to as the “Task Force”.
- 1.02 The purpose of this Agreement is to allow law enforcement officers regularly employed by the Parties to have certain extraterritorial police powers throughout the territorial jurisdiction of the Parties although outside the officers’ normal territorial jurisdiction, as further described in this Agreement.
- 1.03 Task Force activities shall include assistance and cooperation from law enforcement officers regularly employed by the City with criminal investigations or other law enforcement activity being conducted by County officers, within the County, including, when necessary, the use of personnel, crime scene, tactical, Special Weapons And Tactics (SWAT), or other units from the City, and may involve, execution of search and arrest warrants or any other activity related to law enforcement, upon request from the Sherriff or his designee to the Chief of Police or his designee
- 1.04. Task Force activities shall also include assistance and cooperation from law enforcement officers regularly employed by the County with criminal investigations or other law

enforcement activities being conducted by City officers within the corporate limits of the City of Big Spring, including, when necessary, the use of personnel, crime scene, tactical, Special Weapons And Tactics (SWAT), K-9 or other units from the County, and may involve execution of search and arrest warrants, or any other activity related to law enforcement, upon request from the Chief of Police or his designee to the Sheriff or his designee, including the use of personnel,.

ARTICLE II TERM

2.01 This Agreement shall be effective upon execution by all of the Parties and shall continue through July 31, 2015 and shall thereafter be automatically renewed annually for a one (1) year term, unless otherwise terminated as provided herein.

2.02 **Termination.**

a) Either Party may terminate this Agreement at any time by giving the other Party a minimum of sixty (60) days written notice.

b) In the event of a breach of this Agreement, the non-breaching Party may terminate this Agreement at any time after providing written notice of the breach to the other Party, and at thirty (30) day opportunity after such notification to correct the breach (the "Notice Period").

c) Except as otherwise provided herein or unless agreed to in writing by the Parties, if a Party terminates this Agreement because of a material breach, the City shall remain obligated to the Party through the end of the appropriate Notice period and Party shall continue to provide consideration as required under this Agreement to the City through the end of the Notice Period.

ARTICLE III RESPONSIBILITY AND AUTHORITY

3.01 **Responsibility.** The Parties agree to accept responsibility for adhering to all pertinent federal, state, and local laws or regulations.

3.02 **Authority.** Each of the Parties assures the other Party, by its representative's signature, that it has entered into this Agreement by lawful resolution or order of its respective governing body.

ARTICLE IV ARTICLE DEFINITIONS

4.01 "Chief of Police" shall mean the Chief of Police of the City of Big Spring.

4.02 "Compensation" means:

- a) wage, salary, pension, equipment, clothing, medical, and other similar compensation and benefits, including injury or death benefits; and
- b) reasonable expenses incurred for travel, food, and lodging.

4.03 “Contiguous” means touching, directly or indirectly.

4.04 “Department” means the Big Spring Police Department and/or the Sterling County Sherriff’s Department.

4.05 “Law enforcement officer” has the meaning assigned by Section 362.001, Local Government Code. The term includes a peace officer.

4.06 “Police power” means the lawful authority of a peace officer to carry a weapon, conduct an investigation, make a report, detain, arrest, execute a search or arrest warrant, or engage in other law enforcement conduct attendant to law enforcement, including traffic interdiction and any other general patrol activity.

4.07 “Sheriff” shall mean the Sheriff of Sterling County.

ARTICLE V CONSIDERATION

5.01 As consideration for this Agreement, the Parties agree to perform the mutual covenants and conditions contained herein and to participate in the lawful activities of the Task Force under this Agreement as well as any agreement, including those pertaining to the contribution of funds, equipment or personnel.

5.02 The Parties expressly agree that any money or property seized in connection with these law enforcement activities will be retained by the Party in which original jurisdiction lies.

ARTICLE VI COMPENSATION AND QUALIFICATION

6.01 **Compensation.** The Parties agree that each Party shall provide for the compensation of each law enforcement officer regularly employed by such Party and assigned to the Task Force.

6.02 **Qualifications for Office.** The Parties agree that qualification for office in the City constitutes qualification for office in the County. The Parties further agree that no additional oath, bond, or compensation is needed for any officer assigned to the Task Force by the Sheriff or the Chief of Police.

ARTICLE VII JURISDICTION

7.01 Territorial Jurisdiction. The Parties agree that law enforcement officers, who are regularly employed by the Parties, may exercise throughout the areas not within the officer's original territorial jurisdiction, the police powers enumerated in Article 7.02.

7.02 Police Powers Authorized. The Parties agree that any law enforcement officers, when performing Task Force activities, shall exercise police power only as that term is defined in this Agreement.

7.03 Extraterritorial Arrest Notification.

Any officer making an extraterritorial arrest under this Agreement, outside of the original territorial jurisdiction of the officer, shall notify the Department having original jurisdiction without delay. Upon notification, the Department shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

7.04 Command. While exercising extraterritorial police power under this Agreement, including conducting a Task Force investigation, each law enforcement officer performing such activities shall be under the command of the Department having original jurisdiction and shall have all the power of a regular law enforcement officer of that jurisdiction.

7.05 Other Authority. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including:

- a) the authority to make a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or
- b) the authority to take an action in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

7.06 Case Records and Information. The Department with original jurisdiction shall be the entity responsible for maintaining records, responding to Public Information Act requests, and/or making voluntary media releases concerning any investigations or law enforcement activities initiated and/or conducted through the terms of this Agreement.

ARTICLE VIII CONTINUATION OF TERRITORIAL AND INVESTIGATIVE JURISDICTION

8.01 Upon termination of this Agreement, the territorial and investigative jurisdiction of each law enforcement officer regularly employed by the Parties will revert to the appropriate jurisdiction otherwise provided by law or other agreement.

**ARTICLE IX
AMENDMENTS**

9.01 This Agreement may be amended only by the duly authorized mutual written agreement of the Parties.

**ARTICLE X
LEGAL CONSTRUCTION**

10.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XI
ENTIRE AGREEMENT**

11.01 This Agreement supersedes any and all other conflicting agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other conflicting agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**ARTICLE XII
NO JOINT ENTERPRISE**

12.01 **No Joint Enterprise.** This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement.

12.02 **Indemnity.** To the extent allowed by law, each Party agrees to indemnify, defend, and hold harmless the other Party and its officials, council or commission members, employees and agents from any claims, or suits arising from the injury or death of any person, or damage to property, resulting from the intentional or negligent act or omission of the indemnifying Party's employee, officer, or agent arising from or related to said employee, officer or agent's participation in the operations of the Task Force. In no case shall the section be construed as waiving any immunity from prosecution or liability that may exist with respect to any of the Parties hereto or their respective officials, council or commission members, employees or agents.

12.03 **No Agency Relationship/Employee Status.** Notwithstanding the Agreement of the Parties to cooperate in the purpose of the Task Force described herein, no employee or officer of any Party shall be authorized to act on behalf of, or in any way be deemed to be an agent of the other Party. In addition, notwithstanding the Agreement herein to cooperate in the purposes of the Task Force, and the existence of any command structure which may be established in order to facilitate the cooperation of the Parties, an employee of officer of either Party who is assigned to participate in the tasks defined herein, shall not at any time be deemed to be an employee of the other Party.

EXECUTED IN _____ ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 20__.

County of Sterling

City of Big Spring

Signature

Larry McLellan, Mayor

Printed Name/Title

Date of Order

Date of Order

ATTEST:

ATTEST:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT.

WHEREAS, Under Section 362.002 of Texas Local Government Code, the City is authorized to enter into an agreement with a neighboring county to form a mutual aid law enforcement task force in order to cooperate with each other in criminal investigations and other law enforcement activities; and

WHEREAS, the City Council of the City of Big Spring finds it is in the best interest of the public safety of the citizens of the City of Big Spring and Howard County to enter into such an agreement with Howard County so that both entities can make the most efficient and effective use of their law enforcement personnel, equipment, specialized units and other resources;

NOW THEREFORE BE IT RESOLVED, THAT:

- 1) The City shall enter into the Big Spring/Howard County Mutual Aid Law Enforcement Task Force in the manner and according to the terms set forth in the Interlocal Agreement attached hereto as Exhibit "A" (hereinafter the "Agreement") and will cooperate with the County in the types of investigations and activities described in the Agreement for the mutual benefit of the City and Howard County; and
- 2) The Mayor is hereby authorized to execute the Agreement; and
- 3) The Chief of Police is hereby authorized to take any actions or execute any other documents he deems necessary to accomplish the duties and responsibilities of this City pursuant to such Agreement.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 12th day of **August, 2014**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

**BIG SPRING/HOWARD COUNTY
MUTUAL AID LAW ENFORCEMENT AGREEMENT**

This Agreement is entered into by and between the City of Big Spring (“City”), a Texas home rule municipal corporation, and Howard County, (“County”), a political subdivision of the State of Texas, hereinafter collectively referred to as “the Parties,” acting under the authority of Chapter 362 of the Texas Local Government Code, concerning mutual law enforcement services provided through cooperation of the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Parties wish to enter into an agreement for mutual law enforcement services permitted under and pursuant to the Texas Local Government Code §362.002; and

WHEREAS, the respective governing bodies of the Parties have consented to such an agreement by resolution or order attached hereto as Exhibits A and B; and

WHEREAS, the Parties wish to provide the additional territorial jurisdictional and investigative authority to law enforcement officers regularly employed by the Parties, as further described in this Agreement; and

WHEREAS, the Parties believe it to be in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
AGREEMENT**

- 1.01** There is hereby created the Big Spring/Howard County Mutual Aid Law Enforcement Task Force between the Parties for the purposes stated herein, hereinafter referred to as the “Task Force”.
- 1.02** The purpose of this Agreement is to allow law enforcement officers regularly employed by the City to have certain extraterritorial police powers throughout the territorial jurisdiction of the county although outside the officers’ normal territorial jurisdiction, as further described in this Agreement.
- 1.03** Task Force activities may include the following investigations and law enforcement activities by City law enforcement officers:
 - a)** Investigative and other law enforcement actions by peace officers including the lawful possession, offer to buy, sell, manufacture, deliver, or distribute a drug or controlled substance, or other law enforcement conduct attendant to a narcotics investigation as well as any other narcotics related incidents, crimes, searches or investigations. These investigations and activities may include drug related surveillance, use of informants, traffic stops, execution of search warrants, arrest

warrants and misdemeanor warrants and any other activity related to narcotics investigations;

- b) Implementation of Special Weapons And Tactics (SWAT) operations for training and special operations;**
- c) Conducting criminal investigations or other enforcement activity within the County, but outside city limits, when a city officer observes a violation of law within the city limits but the suspect leaves the city limits before the officer is able to perform the law enforcement activities; or when a city officer has probable cause to believe that a person committed a violation of law inside the city limits but such person is located in the county but outside the city limits.**
- d) Assistance and cooperation with any other criminal investigation or other law enforcement activity within the County upon request from the Sheriff or his designee to the Chief of Police or his designee; and**
- e) Temporarily conducting criminal investigations or other law enforcement activities within the County whenever a county law enforcement officer is not immediately available, and continuing such activities until county law enforcement officers arrive at the location and indicate the City officer assistance is no longer necessary.**

Any of these activities may include, when necessary, the use of personnel, crime scene, tactical, K-9 or other units from the City, and may involve traffic stops, execution of search warrants, arrest warrants, misdemeanor warrants or any other activity related to law enforcement.

1.04. Task Force activities shall include the following assistance from law enforcement officers regularly employed by the County in criminal investigations or law enforcement activities being conducted by City officers within the corporate limits of the City of Big Spring, or within the County pursuant to this Agreement.

- a) Assistance and cooperation with any criminal investigation or other law enforcement activity being conducted by City law enforcement officers upon request from the Chief of Police or his designee to the Sheriff or his designee;**
- b) Implementation of Special Weapons And Tactics (SWAT) operations for training and special operations; and**
- c) Temporarily conducting criminal investigations or other law enforcement activities within the corporate limits of the City of Big Spring whenever a city law enforcement officer is not immediately available, and continuing such activities until city law enforcement officers arrive at the location and indicate that County officer assistance is no longer necessary.**

Any of these activities may include, when necessary, the use of personnel, crime scene, tactical, K-9 or other units from the County, and may involve traffic stops, execution of

search warrants, arrest warrants, misdemeanor warrants or any other activity related to law enforcement.

ARTICLE II TERM

2.01 This Agreement shall be effective upon execution by all of the Parties and shall continue through July 31, 2015 and shall thereafter be automatically renewed annually for a one (1) year term, unless otherwise terminated as provided herein.

2.02 **Termination.**

- a) Either Party may terminate this Agreement at any time by giving the other Party a minimum of sixty (60) days written notice.
- b) In the event of a breach of this Agreement, the non-breaching Party may terminate this Agreement at any time after providing written notice of the breach to the other Party, and at thirty (30) day opportunity after such notification to correct the breach (the "Notice Period").
- c) Except as otherwise provided herein or unless agreed to in writing by the Parties, if a Party terminates this Agreement because of a material breach, the City shall remain obligated to the Party through the end of the appropriate Notice period and Party shall continue to provide consideration as required under this Agreement to the City through the end of the Notice Period.

ARTICLE III RESPONSIBILITY AND AUTHORITY

3.01 **Responsibility.** The Parties agree to accept responsibility for adhering to all pertinent federal, state, and local laws or regulations.

3.02 **Authority.** Each of the Parties assures the other Party, by its representative's signature, that it has entered into this Agreement by lawful resolution or order of its respective governing body.

ARTICLE IV ARTICLE DEFINITIONS

4.01 "Chief of Police" shall mean the Chief of Police of the City of Big Spring.

4.02 "Compensation" means:

- a) wage, salary, pension, equipment, clothing, medical, and other similar compensation and benefits, including injury or death benefits; and
- b) reasonable expenses incurred for travel, food, and lodging.

- 4.03 “Contiguous” means touching, directly or indirectly.
- 4.04 “Law enforcement officer” has the meaning assigned by Section 362.001, Local Government Code. The term includes a peace officer.
- 4.05 “Police power” means the lawful authority of a peace officer to carry a weapon, conduct an investigation, make a report, detain, arrest, execute a search or arrest warrant, or engage in other law enforcement conduct attendant to law enforcement, including traffic interdiction and any other general patrol activity.
- 4.06 “Sheriff” shall mean the Sheriff of Howard County.

**ARTICLE V
CONSIDERATION**

- 5.01 As consideration for this Agreement, the Parties agree to perform the mutual covenants and conditions contained herein and to participate in the lawful activities of the Task Force under this Agreement as well as any agreement, including those pertaining to the contribution of funds, equipment or personnel.
- 5.02 The Parties expressly agree that in exchange for the benefit to be derived from use of the City of Big Spring Narcotics Task Force throughout the County, the City shall be the entity designated to receive any money or property seized in connection with any narcotics related investigations involving City law enforcement officers acting under this Agreement, notwithstanding the fact that such seizure occurs outside of the City officers’ normal territorial jurisdiction.

**ARTICLE VI
COMPENSATION AND QUALIFICATION**

- 6.01 **Compensation.** The Parties agree that each Party shall provide for the compensation of each law enforcement officer regularly employed by such Party and assigned to the Task Force.
- 6.02 **Qualifications for Office.** The Parties agree that qualification for office in the City constitutes qualification for office in the County. The Parties further agree that no additional oath, bond, or compensation is needed for any officer assigned to the Task Force by the Sheriff or the Chief of Police.

**ARTICLE VII
JURISDICTION**

- 7.01 **Territorial Jurisdiction.** The Parties agree that a law enforcement officer, who is regularly employed by the City, may exercise throughout the areas of the county, not within the officer’s normal territorial jurisdiction, the police powers enumerated in Article 7.02.

7.02 Police Powers Authorized. The Parties agrees that any law enforcement officers, when performing Task Force activities, shall exercise police power only as that term is defined in this Agreement.

7.03 Extraterritorial Arrest Notification.

Any City officer making an extraterritorial arrest under this Agreement in the County outside of the regular territorial jurisdiction of the officer shall notify the Sheriff's Department Dispatch office without delay. Upon notification, the Sheriff's Department shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

7.04 Command. While exercising extraterritorial police power under this Agreement, including conducting a Task Force investigation, each City law enforcement officer performing such activities shall be under the command of the Sheriff and shall have all the power of a regular law enforcement officer of the County.

7.05 Other Authority. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including:

- a) the authority to make a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or
- b) the authority to take an action in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

7.06 Case Records and Information. The City shall be the entity responsible for maintaining records, responding to Public Information Act requests and/or making voluntary media releases concerning any narcotics related investigations or law enforcement activities initiated by City law enforcement officers. In all other instances, the Party in whose jurisdiction an investigation or other activity occurs shall be the entity responsible for responding to Public Information Act requests and/or making voluntary media releases concerning the case.

**ARTICLE VIII
CONTINUATION OF TERRITORIAL AND INVESTIGATIVE JURISDICTION**

8.01 Upon termination of this Agreement, the territorial and investigative jurisdiction of each law enforcement officer regularly employed by the Parties will revert to the appropriate jurisdiction otherwise provided by law or other agreement.

**ARTICLE IX
AMENDMENTS**

9.01 This Agreement may be amended only by the duly authorized mutual written agreement of the Parties.

**ARTICLE X
LEGAL CONSTRUCTION**

10.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XI
ENTIRE AGREEMENT**

11.01 This Agreement supersedes any and all other conflicting agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other conflicting agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**ARTICLE XII
NO JOINT ENTERPRISE**

12.01 **No Joint Enterprise.** This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement.

12.02 **Indemnity.** To the extent allowed by law, each Party agrees to indemnify, defend, and hold harmless the other Party and its officials, council or commission members, employees and agents from any claims, or suits arising from the injury or death of any person, or damage to property, resulting from the intentional or negligent act or omission of the indemnifying Party's employee, officer, or agent arising from or related to said employee, officer or agent's participation in the operations of the Task Force. In no case shall the section be construed as waiving any immunity from prosecution or liability that may exist with respect to any of the Parties hereto or their respective officials, council or commission members, employees or agents.

12.03 **No Agency Relationship/Employee Status.** Notwithstanding the Agreement of the Parties to cooperate in the purpose of the Task Force described herein, no employee or officer of any Party shall be authorized to act on behalf of, or in any way be deemed to be an agent of the other Party. In addition, notwithstanding the Agreement herein to cooperate in the purposes of the Task Force, and the existence of any command structure which may be established in order to facilitate the cooperation of the Parties, an employee of officer of either Party who is assigned to participate in the tasks defined herein, shall not at any time be deemed to be an employee of the other Party.

EXECUTED IN _____ ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 20____.

County of Howard

City of Big Spring

Mark Barr, Howard County Judge

Larry McLellan, Mayor

Date of Order

Date of Order

Attest:

Attest:



CITY OF BIG SPRING

310 NOLAN STREET, BIG SPRING, TX 79720

2014 Tax Rates

Effective Tax Rate	\$0.736384 / \$100
Last year's Total (Debt and M&O) Tax Rate	\$0.856640 / \$100
Rollback Tax Rate	\$0.873327 / \$100
Tax Rate in City Manager's Proposed Budget	\$0.856640 / \$100
Debt Service Rate	\$0.212238 / \$100
M & O Rate	\$0.644402 / \$100

STATE OF TEXAS

§

COUNTY OF LUBBOCK

§

§

**INTERLOCAL AGREEMENT BETWEEN
LUBBOCK COUNTY, TEXAS AND CITY OF BIG SPRING, TEXAS**

THIS INTERLOCAL AGREEMENT is entered into as of the date of the last signature below, by and between the COUNTY OF LUBBOCK, TEXAS, through the Office of Dispute Resolution, a department of Lubbock County, Texas acting by and through its governing body, the Lubbock County Commissioners Court, hereinafter referred to as Lubbock County or ODR, and the CITY OF BIG SPRING, TEXAS, through the Big Spring Police Department acting by and through its governing body, the City Council, hereinafter referred to as City of Big Spring. LUBBOCK COUNTY and CITY OF BIG SPRING are hereinafter referred to collectively as the Parties.

WITNESSETH:

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code, the “Texas Interlocal Cooperation Act;” and

WHEREAS, approximately \$5,000.00 of the Juvenile Accountability Funds awarded in 2012-13 remain unallocated; and

WHEREAS, the Office of the Governor of Texas has authorized this transaction; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of the costs fairly compensates the performing party for the services and functions under this Agreement;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. The City of Big Spring will purchase a new net motion server and Lubbock County will reimburse the City of Big Spring for this purchase with funds from Grant Number 2302604, the Juvenile Accountability Block Grant awarded by the Office of the Governor of Texas, as approved by the Office of the Governor.

Section 2. This Agreement shall not constitute a joint enterprise. Each Party to this Agreement will be responsible for its own action in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

Section 3. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 4. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any

Party not a signatory hereto.

Executed in duplicate originals this _____ day of _____, 2014.

COUNTY OF LUBBOCK, TEXAS

Tom Head, County Judge

ATTEST:

CITY OF BIG SPRING, TEXAS

Brian Gordon, Administrative Lieutenant,
Big Spring Police Department

ATTEST:

Tami Davis, Assistant City Secretary

**AGREEMENT BETWEEN THE CITY OF BIG SPRING, SUNDT CONSTRUCTION,
INC. AND PRICE CONSTRUCTION, LTD
FOR USE OF GROUNDWATER DURING CONSTRUCTION OF
THE U.S. 87 RELIEVER ROUTE**

This Agreement is entered into as of the effective date set forth below, between the City of Big Spring, a Texas home-rule municipality, (hereinafter, "City") and Sundt Construction, Inc. and Price Construction, Ltd., (hereinafter collectively "Contractor") for the use of ground water during the Construction of the U.S. 87 Reliever Route.

WHEREAS the Texas Department of Transportation has chosen Contractor to construct portions of the U.S. 87 Reliever Route; and

WHEREAS Contractor needs an adequate supply of non-potable water to be used during the construction and City has a groundwater well at the McMahon Wrinkle Airport and Industrial Park which well is identified on the map attached hereto and incorporated herein for all purposes, as Exhibit "A" (hereinafter, the "Well");

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

Section 1. Agreement for Use of Water. City agrees throughout the term of this Agreement to allow Contractor, its subcontractors, agents or employees access to the Well including ingress and egress to the Well site across City property and the use of such amounts of water from the Well that are available and that Contractor deems necessary for the construction. Contractor will not sell the water and will not allow its use for any purpose other than construction of the Reliever Route. Contractor will perform necessary repairs to the Well, replace any pumps, controls or equipment, lay temporary water pipe on top of the ground and take any other actions necessary to obtain the required water from the Well. **The City makes no guarantee or representation as to the Well's condition, suitability for Contractor's needs or the quality or quantity of water available. Contractor understands that this agreement is for use of the Well, as is, in its existing condition and any water that may be available currently or through Contractor's repair or replacement of materials and equipment.**

Section 2. Consideration. As consideration for access to the Well and use of the water available, Contractor will make improvements and repairs to the Well. Upon termination of this Agreement, Contractor will remove its power to the Well, but all installed and repaired equipment, including but not limited to pumps, controls and pipe will remain and become the property of the City. Contractor will leave the Well in good working order.

In addition, Contractor agrees to pay .50 per 1,000 gallons of water used. The City will place a meter at the well and will be responsible for reading the meter and sending Contractor monthly invoices for the amount of water used during the previous period. Contractor will pay the invoiced charges at least quarterly, unless an alternative exchange of services of comparable value in lieu of payment of such charges is agreed to in writing by the Airport Director and Contractor. Both Parties agree that the consideration stated herein, or that might be agreed to by the Parties under the terms of this Agreement is sufficient and is hereby deemed to be good and valuable consideration for the mutual promises conveyed herein.

Section 3. Term. The term of this Agreement shall be for a period of two (2) years commencing on August 1, 2014 and ending on July 31, 2016 unless sooner terminated as provided herein. If the construction of the Reliever Route Project is not completed by the termination date, Contractor may extend this Agreement for an additional six months by providing written notice to City no later than thirty days prior to the end of the Term. If the Reliever Route Project is completed prior to the termination date, Contractor may terminate the Agreement by providing City with written notice of its intent to terminate the Agreement. Such early termination will not relieve Contractor of its duty to provide the above-referenced consideration.

Section 4. Contractor's Duties. By way of expansion and not limitation to any other terms described in this Agreement, Contractor shall be responsible for the following:

4.1 Unless otherwise stipulated in this Agreement, Contractor shall provide and pay for all machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of its duties under this Agreement.

4.2 Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Agreement, including all environmental laws and regulations, whether federal, state, or local.

4.3 Contractor shall at all times exercise reasonable precautions for the safety of all persons on or near the Well site and shall comply with all applicable provisions of federal, state and municipal laws and building codes.

4.4 The Contractor shall indemnify and hold harmless and defend the City and its officers, agents, council members and employees from all suits, actions, claims, damages, personal injuries, losses, property damage and expenses of any character whatsoever, including attorney's fees, brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any act or omission of the Contractor, its agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this Agreement, and Contractor will be required to pay any judgment with costs which may be obtained against the City or any of its officers, agents or employees, including attorneys' fees.

Section 5. Insurance. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

5.1 Commercial General Liability. This policy shall be an occurrence-type policy, written in comprehensive form and shall protect the Contractor, any subcontractor and the City as additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of the CITY or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Contractors as follows:

\$500,000	General Aggregate
\$250,000	Each Occurrence

5.2 Automobile Liability and Workers' Compensation Coverage.

Statutory requirements

Section 6. Independent Contractor. In Contractor's performance under this Agreement, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the City.

Section 7. Entire contract. This Agreement and the Exhibits referenced herein or attached hereto constitute the entire Agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

Section 8. Assignment. This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the Parties hereto and in the event of an attempted assignment by one Party to this Agreement without the express prior written consent of all other Parties, such attempted assignment shall be void and without effect.

Section 9. Binding effect. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

Section 10. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 11. Choice of Law/Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under, or arising out of this Agreement shall be in Howard County, Texas.

Section 12. Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the Parties may have.

Section 13. Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.

Section 14. Notices. All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, return receipt requested, unless specifically provided otherwise.

Notices to **Contractor** shall be sent to:

Price Construction, Ltd.
P.O. Box 1231
Big Spring, TX 79721
Ph: _____; Fax: _____

Sundt Construction Inc.

PRICE CONSTRUCTION, LTD.

Printed Name

Title

Date

SUNDT CONSTRUCTION, INC.

Printed Name and Title

Date

Notices to **City** shall be sent to:

City of Big Spring
Attn: Todd Darden
City Manager
310 Nolan

Big Spring, TX 79721-1390
Ph: (432) 264-2401; Fax: (432) 263-8310

CITY OF BIG SPRING

Todd Darden, City Manager

ATTEST:

Tami Davis, Assistant City Secretary

Corporate Acknowledgment:

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of Price Construction, Ltd. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

Notary Public, State of Texas

COUNTY OF HOWARD §
 §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of Price Construction, Ltd. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

Notary Public, State of Texas

EXHIBIT A
MAP SHOWING LOCATION OF THE WELL