

**INTERLOCAL AGREEMENT
FOR NEIGHBORHOOD PLANNING**

On this the 25th day of July, 2016, POTTER COUNTY, TEXAS ("the County") and THE CITY OF AMARILLO, TEXAS ("the City"), the Parties, have entered into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code to facilitate planning and community development in certain neighborhoods within the city limits of Amarillo.

1. **PUBLIC BENEFIT & PURPOSE.** The respective governing bodies of each party finds that the subject of this Agreement is necessary for the benefit of the public and to address the older distressed neighborhoods in Potter County; that each party has the legal authority to perform and to provide the government functions or services which is the subject matter of this Agreement; that the division of cost fairly compensates the parties for the services performed under this Agreement; and the performance of this Agreement is in the common interest of both parties.
2. **AREAS OF FOCUS.** The mutual planning will initially focus on the North Heights, the Barrio, and San Jacinto neighborhoods of Amarillo; and additional neighborhoods as agreed to both parties.
3. **INITIAL BUDGET:** The parties have dedicated from current revenues the following sums, for the general purposes stated:

Revenue	
Potter County	\$ 75,000.00
City of Amarillo	\$ 75,000.00
Total	\$ 150,000.00
Expenditures	
Neighborhood Plan Development	
North Heights	\$ 20,000.00
The Barrio	\$ 20,000.00
San Jacinto	\$ 20,000.00
Plan Implementation	\$ 90,000.00
Total Expenditures	\$ 150,000.00

The Potter County allocation will be paid at the beginning of the fiscal year followed by a request letter from the City of Amarillo each year for audit purposes. Any unused allocation will be restricted by the City of Amarillo financing in a restricted account to be used in accordance with contract terms.

Neither party is obligated to contribute funds beyond the sums identified above as "Revenue"

unless and until the parties expressly agree to do so in any written renewal or mutually-agreed amendment or modification to this agreement, which in either event must be formally approved by the governing bodies of both parties.

4. **PLANNING PROCESS.** Each party will be represented by two persons appointed by the governing body of that party. Collectively, using the budget allotted in this agreement, the City of Amarillo Planning Department will collaborate with the designated neighborhoods to develop an initial plan for development projects within the legal authority of the parties, and will present a joint recommendation to the City and the County. Upon approval by both entities, the City of Amarillo the will assume responsibility for execution of the plan.

5. **FINANCIAL REPORTS.** On a quarterly basis (based on the City of Amarillo's Fiscal Year), financial reports consisting of expenses incurred and impact on the initial budget will be prepared by the City of Amarillo and distributed to the appropriate Potter County and City of Amarillo representatives.

6. **LIABILITY** The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the governmental functions or services described. This Agreement does not create any right, benefit, or cause of action for any third party, nor is this intended to be a contract subject to section 262.007, Texas Local Government Code, or subchapter I, chapter 271, Texas Local Government Code. By executing this Agreement neither party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

7. **NOTICES.** The following persons are designated as the primary contacts for administration of this Agreement:

Potter County:
County Judge Nancy Tanner
500 South Fillmore, Suite 103
Amarillo, TX 79101
(806) 379-2255

City of Amarillo:
Deputy City Manager Bob Gwath
509 SE 7th Ave
Amarillo, TX 79105

8. **TERMINATION.** This Agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party.

9. **TERM; RENEWAL.**

A. This Agreement is effective for one (1) year from the above date, or until it may be renewed, and shall renew automatically each year for an additional one-year term until terminated. The governing bodies will re-evaluate the agreement on the three year anniversary of the agreement effective date.

10. **AMENDMENTS.** This Agreement may be amended or modified in writing by the mutual agreement of the parties.


11. EFFECTIVE DATE. The parties agree that the obligations under this memorandum will take effect on the _____ day of _____, 2016

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement for Neighborhood Planning Services to be executed by their authorized officers as of the date set forth above.

Attest:

POTTER COUNTY

Julie Smith by Stephanie Zent
Potter County Clerk Deputy



By: *Nancy Tanner*
Nancy Tanner, Potter County Judge

Attest:

CITY OF AMARILLO

Frank Ross

By:

[Signature] 7/20/14