

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

MEMORANDUM OF UNDERSTANDING

**BETWEEN
SOUTH PLAINS COLLEGE, THE CITY OF LUBBOCK AND LUBBOCK ECONOMIC
DEVELOPMENT ALLIANCE**

This Memorandum of Understanding (the "MOU") is made on this 12th day of April, 2018, by and between South Plains College of Levelland, Texas ("SPC"), the City of Lubbock ("City") and Lubbock Economic Development Alliance ("LEDA"), of Lubbock, Texas for the purpose of addressing various aims and objectives relating to the establishment of a South Plains College Downtown Lubbock Center project ("Downtown Center") located in downtown Lubbock.

WHEREAS, South Plains College's Board of Regents has committed to providing educational opportunities that improve the lives of its students by establishing a foundation for lifelong learning; and

WHEREAS, as members of a larger community, SPC recognizes the importance of enhancing the quality of life for all citizens of the community and supporting opportunities for economic development and growth and a way to succeed in this endeavor is to expand an academic and education center in downtown Lubbock; and

WHEREAS, LEDA and the City Council of the City of Lubbock, Texas desire to expand a community college presence in downtown Lubbock; and

WHEREAS, the City Council believes that a community college academic campus will provide for the education of Lubbock citizens, expand the capacity of transfer students to Texas Tech University and other Lubbock universities and recruit new college students to Lubbock, have a positive impact on future downtown development and ensure future growth of the City, all leading to new employment and sustained growth for the City; and

WHEREAS, LEDA and the City share in this commitment to the Lubbock community and the vision to promote economic growth by supporting relevant educational opportunities, creating high-quality jobs, and improving Lubbock's quality of life; and

WHEREAS, LEDA and the City desire to work in cooperation with SPC to encourage these educational opportunities, job creation, economic growth, and economic prosperity which will benefit Lubbock, the fifteen county SPC service area, and students who attend SPC; and

WHEREAS, LEDA and the City recognize South Plains College as the community college for the City of Lubbock and the fifteen-county service district legislatively defined, will remain

the preferred community college (private and public) for educational needs, and will be named in strategic and operational planning for the City and LEDA, and

WHEREAS, LEDA and the City desire to enter into this MOU for the purpose of establishing a Downtown Center to be located in the area defined by the attached map in downtown Lubbock, Texas.

WHEREFORE, the parties agree to the following:

1. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU will be in effect for twelve months from the date of execution of this document.

2. SPC'S RESPONSIBILITIES

- a. SPC agrees that it will work to acquire the properties located in the area defined by the attached map in downtown Lubbock, Texas and develop plans for the remodeling, and opening of operations of the Downtown Center. A binding agreement between the City and SPC for the conveyance of said properties must be executed on or before a date of twelve months from execution of the MOU or SPC is released from its obligations.
- b. SPC agrees to assist in raising all funds necessary to ensure the acquisition of the properties and completion of the project.
- c. SPC agrees, in good faith, to consider using their own funding toward the purchase of the properties.
- d. SPC agrees, in good faith, to competitively bid for all construction services.

3. CITY OF LUBBOCK'S RESPONSIBILITIES

- a. The City agrees to convey or enter into an agreement to convey said properties to SPC pursuant to Section 311 of the Texas Tax Code with terms and conditions approved by the Lubbock City Council. A binding agreement between the City and SPC for the conveyance of said properties must be executed on or before a date of twelve months from execution of the MOU or the City is released from its obligations under this provision.
- b. The City agrees to provide SPC reasonable access to the buildings, upon receipt of reasonable notice from SPC, for the purpose of planning and engineering of the properties in order to facilitate remodeling decisions.
- c. The City agrees to cooperate with SPC to provide Citibus services as appropriate and subject to passenger demand and available funding.

- d. To the extent allowed by law and in compliance with any applicable Federal Law, State law, or City Ordinance, the City agrees to be supportive of all fundraising efforts associated with this project and to assist where possible.

4. LEDA'S RESPONSIBILITIES

- a. LEDA agrees to facilitate the completion of this project by assisting with the necessary fundraising, including but not limited to, the contribution of five million dollars towards the acquisition and renovations of the properties, subject to execution of a Performance Agreement between LEDA and SPC.
- b. LEDA agrees to commit five hundred thousand dollars per year, for a ten-year period, to help cover the administrative, educational, and infrastructure costs of operating the downtown Lubbock campus, with no guarantee for any additional contributions after the ten-year period has passed, subject to execution of a Performance Agreement between LEDA and SPC.

5. NO LIABILITY

No liability will arise or be assumed between the parties as a result of this MOU. All parties to this document will act in good faith to achieve the goals of the MOU in a reasonable time frame. This MOU is a good faith expression of the intent of the Parties. No provision in this MOU is binding upon any Party unless included in future binding, definitive agreements duly executed by the Parties.

6. NO JOINT ENTERPRISE

This Agreement is not intended to and shall not be construed to create any joint enterprise between or among the Parties.

7. GOVERNING LAW

This Agreement will be governed by the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

8. TERMINATION

If the City and SPC fail to enter into a binding agreement to convey/acquire the properties in the attached map within twelve months of execution of this agreement, this MOU will terminate, and any funds collected for the project will be reimbursed to the appropriate parties.

Any Party may terminate this Agreement, for any reason or convenience, upon sixty (60) days written notice to the other Parties.

This document represents the mutual understanding of both SPC, the City and LEDA.

SOUTH PLAINS COLLEGE

By: 
Dr. Robin Satterwhite
President

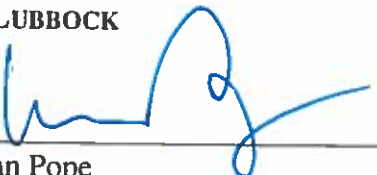
Date: 4/12/18

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

By: 
John Osborne
President and CEO

Date: 4/12/18

CITY OF LUBBOCK

By: 
Dan Pope
Mayor, City of Lubbock

Date: April 12, 2018