



TO: Mayor and Councilmembers

FROM: John Moran, City Manager

DATE: March 22, 2011

SUBJECT: Discussion and possible action regarding Interlocal agreements with the Farmersville Independent School District for utility services for the tennis courts

Agreement Attached

ACTION: Approve or disapprove Agreement

(VII - A)

**INTERLOCAL AGREEMENT
BY AND BETWEEN
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF FARMERSVILLE – (TENNIS COURTS)**

This Interlocal Agreement (“Agreement”) is entered into by and between the CITY OF FARMERSVILLE, TEXAS (“City”) and the FARMERSVILLE INDEPENDENT SCHOOL DISTRICT (“FISD”) acting by and through their respective duly authorized representatives.

WITNESSETH:

WHEREAS, it is in the best interest of the citizens of Farmersville for local governments to cooperate, where possible, in the provision of governmental functions and services where such cooperation will result in an more efficient, higher quality and/or more cost effective provision of such functions, and services; and

WHEREAS, the City and FISD are authorized to enter into an Interlocal Cooperation Agreement under Chapter 791 of the Texas Government Code for the provision of governmental functions and services; and

WHEREAS, the governing bodies of City and FISD find that this project or undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common interest of both parties; and

WHEREAS, the City and FISD, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefor only from current revenues legally available to such party; and

WHEREAS, FISD desires to have lighting provided on tennis courts on FISD-owned property for the use of its students during the school year at times when visibility may be limited; and

WHEREAS, the City desires to provide access to tennis courts for the use of the public on evenings and weekends throughout the year and during daytime hours when FISD schools are not in session.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

Section 1. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

Section 2. FISD hereby agrees to allow residents of the City, and their guests, use the FISD's tennis courts on evenings and weekends throughout the year and during daytime hours when FISD schools are not in session in exchange for the City paying for all electricity used for lighting said tennis courts.

Section 3. FISD shall remain responsible for the maintenance and upkeep of FISD's tennis courts and lighting equipment.

Section 4. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

Section 5. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

Section 6. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

Section 7. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

Section 8. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

Section 9. This agreement shall be effective for a period of one year from the date of execution by both parties. This agreement shall thereafter automatically renew from year to year for an additional one-year term without the necessity of any action by the parties, unless terminated in accordance with this Agreement.

Section 10. This agreement may be terminated by any party hereto upon thirty (30) days written notice to the other party.

Section 11. Each person signing this Agreement hereby confirms that any requisite approvals from the governing body of such signatory have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

ATTEST:

By: _____
Secretary

Date: _____

FARMERSVILLE ISD

By: _____
Jeff Adams, Superintendent

Date: _____

ATTEST:

By: _____
Name: Edie Sims, City Secretary

Date: _____

CITY OF FARMERSVILLE

By: _____
Joseph E. Helmberger, P.E.
Mayor

Date: _____