



**TO:** Mayor and Councilmembers

**FROM:** John Moran, City Manager

**DATE:** March 22, 2011

**SUBJECT:** Discussion and possible action regarding an Interlocal Agreement with the Farmersville Independent School District for utility services at Rike Field

Agreement attached

**ACTION:** Approve or disapprove Agreement

(VII - B)

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

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 water and electricity provided to certain FISD commonly referred to as Rike Field (“Rike Field”) for FISD’s use during the school year; and

**WHEREAS**, the City desires to provide access to Rike Field for the use of the public for various recreational purposes on evenings and weekends throughout the year and during daytime hours when FISD schools are not utilizing Rike Field.

**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 Rike Field for recreational purposes on evenings and weekends throughout the year and during daytime hours when FISD schools are not utilizing Rike Field in exchange for the City paying for all water and electricity used at Rike Field.

**Section 3.** FISD shall remain responsible for the maintenance and upkeep of Rike Field.

**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: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Edie Sims, City Secretary

Date: \_\_\_\_\_

**FARMERSVILLE ISD**

By: \_\_\_\_\_  
Jeff Adams, Superintendent

Date: \_\_\_\_\_

**CITY OF FARMERSVILLE**

By: \_\_\_\_\_  
Joseph E. Helmberger, P.E.  
Mayor

Date: \_\_\_\_\_