

Intergovernmental Agreement

Intergovernmental Agreement ("Agreement") between the City of Taylor, Texas ("City") and the Taylor Independent School District ("School").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, it is mutually advantageous for both the City and School to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The School shall provide the City two athletic sites, a practice site ("Practice Site") and a game site ("Game Site") to be used primarily for Pop

Warner League games. The Practice Site shall be constructed by the School in a location approved by the City and will be generally located west of the Taylor Middle School parking lot. The Game Site shall be the existing Taylor Middle School game field.

2. The School shall also provide in conjunction with the two sites, City use of the Taylor Middle School scoreboard, a portable concession stand, a public address system and current restroom facilities.
3. The Practice Site and the Game Site shall be irrigated by a water irrigation system provided and installed by the School. The School shall plant grass, mow and provide water for the water irrigation to both Sites.
4. The School shall provide and allow City parking in the Taylor Middle School parking lot for use in conjunction with the Game Site and Practice Site.

5. In consideration to the School for the items and services furnished to the City, the City shall provide the School the following:

a. The City shall cause to be paid from the Purchaser's costs in a sale of City real property generally located on North Main and Lake Drive the sum of \$75,000.00. The \$75,000.00 shall be distributed and used by the School in the following manner: \$60,000.00 to Taylor Independent School District to construct and light the Practice Field Site, provide a score board for the Game Site, provide a concession stand and \$15,000.00 to the Pop Warner League.

b. The City shall allow use of a City maintainer by the School for construction of the Practice Site.

c. The City shall relocate City bleachers and announcers stand located on the City property to be sold ("North Main and Lake Drive"), to the Game Site.

- d. Pop Warner League agrees to not misuse the Game or Practice Sites in anyway that might cause damage or that is contrary to TISD rules and regulations regarding the sites. Pop Warner League also agrees not to misuse the lighting of the Game or Practice Sites that might cause higher than customary electrical usage.
6. The above enumerated and referenced facilities and services shall be provided to and made available to the City until City constructs a sports complex on real property located in the East Williamson County Park and relocates Pop Warner League to the sports complex. Upon relocation of the Pop Warner League to the sports complex, this Intergovernmental Agreement shall terminate.
7. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at the address set forth opposite the signature of the party.

8. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas and venue for any action shall lie within Williamson County, Texas, and this Agreement shall be performable in Williamson County, Texas.
9. The parties hereto agree to execute and deliver any instruments in writing necessary to carry out any agreement, term or condition within this Agreement whenever needed.
10. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
11. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.
12. This Agreement shall be binding on and inure to the benefit of the executing parties and their respective successors and assigns.

13. This Agreement may be amended by mutual written agreement of the parties.
14. By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assumes all obligations that have been granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective party.
15. Each party to this Agreement paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party in compliance with the Local Government Code Section 271.903.

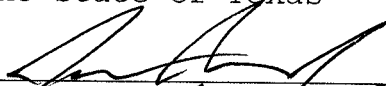
IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed in multiple counterparts (each of which is to be deemed an original for all purposes) by the parties hereto on the respective dates appearing below each party's signature.

DATED this the 14 day of February, 2005.

City of Taylor, Texas
A political subdivision
of the State of Texas

By:
Its:
Date:

Taylor Independent School
District of Taylor, Texas
A political subdivision of
the State of Texas


By: *Board President*
Its:
Date: *2-14-05*

Pop Warner League

By:
Its:
Date:
