

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the City of Taylor, a home rule city and a political subdivision of the State of Texas ("City") and Williamson County, Texas ("County").

RECITALS

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 County 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:

PURPOSE

The City executed a Contract with Hall/Bargainer dated January 26, 2005 for professional park planning services. ("Contract") A copy of the Contract is attached hereto and incorporated by reference herein. The Contract provides for park planning services pertaining to parks within the City as well as the East Williamson County Park.

The County desires to partially reimburse the City for

profession park planning services under the Contract for those services pertaining to the East Williamson County Park.

The Contract cost for professional services shall be paid by the City and the County agrees to reimburse the City \$10,000.00 for those services pertaining to the East Williamson County Park.

GOVERNING LAW

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.

COVENANT TO EXECUTE ADDITIONAL INSTRUMENTS

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.

SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

ENTIRE AGREEMENT

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.

BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of

the parties hereto and their respective successors and assigns.

AUTHORIZATION

By executing this Agreement, each party represents full capacity and authority to grant all rights and assumes all obligations granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body represented by each respective party.

NONAPPROPRIATIONS

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.

IT 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 28th day of June, 2005.

CITY OF TAYLOR,
a Home Rule City

WILLIAMSON COUNTY, PRECINCT 4

By: Donald R. Hill
Its: Mayor

By: Frankie Limmer
By: Commissioner

APPROVED by the Williamson County Commissioners' Court on the
____ day of _____, 2005.

John C. Doerfler, County Judge
Williamson County

APPROVED by the City of Taylor City Council on the 28th day of
June, 2005.

Susan Brock, City Clerk
City of Taylor, Texas