

INTERLOCAL AGREEMENT

This Interlocal Agreement is between Panola County, Texas ("COUNTY"), and the City of Carthage, Texas ("CITY").

WHEREAS, the CITY and the COUNTY has long term interest in the development of the Carthage Municipal Ballpark and agree to construct a parking lot near the Carthage Municipal Ballpark soccer fields (the "Project"); and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Commission of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement will be available from current funds of the entities;
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code §2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will utilize their equipment and machinery to construct a parking lot located near the Carthage Municipal Ballpark soccer fields. The exact location will be agreed to by the parties.

2. CITY RESPONSIBILITY

The CITY will purchase the asphalt for the parking lot, in an amount up to \$ 84,460.44.

3. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

4. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

5. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

6. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

7. TERMINATION OF AGREEMENT


This Agreement will automatically terminate upon completion of the Project. Either Party may terminate this Agreement prior to notice to proceed date by providing the other Party with thirty (30) days' prior written notice of termination

PANOLA COUNTY, TEXAS

CITY OF CARTHAGE, TEXAS



COUNTY JUDGE



MAYOR

Date: 8-4-2020

Date: July 27, 2020