

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement is between Panola County, Texas ("COUNTY"), and Gary ISD, (GISD).

**WHEREAS**, the GISD and the COUNTY has long term interest in the safety of students and the safe ingress and egress of students to and from school..

**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 GISD 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 GISD 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 GISD agree as follows:

### **TERMS AND CONDITIONS**

#### **1. COUNTY RESPONSIBILITY**

The COUNTY will pay for up to \$80,000 to GISD for the completion of paving the road.

#### **2. GISD RESPONSIBILITY**

The GISD shall pay the remaining balance of any contract awarded to pave the road.

**3. NO WAIVER OF IMMUNITY**

This Agreement does not waive COUNTY rights under the legal theory of sovereign immunity nor does this agreement waive GISD's 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 nor does such agreement hinder, burden, or restrict the rights of the COUNTY and its parties in such capacity overseeing the awarded bid and contractor responsible for said work.

**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**

**GARY INDEPENDENT SCHOOL DISTRICT**

*Rodger M. McFane*

*Todd Miller 8-28-24*

**County Judge, Date**

**Superintendent Gary ISD, Date**