

COUNTY OF WISE     §  
                                  §  
STATE OF TEXAS     §

**INTERLOCAL AGREEMENT**  
**By and between**  
**WISE COUNTY & PARKER COUNTY**

This **Interlocal Agreement, by and between Wise County, Texas and Parker County, Texas** (“Agreement”) is executed as of this the 27 day of June, 2022, and is made pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code, said statute providing for the cooperation between local government bodies. Thus, do the parties hereto, in consideration of the premises and mutual promises contained herein, agrees as follows:

**WHEREAS**, this agreement is made under the authority of Sections 791.001-791.029 of the Texas Government Code;

**WHEREAS**, there is a tract of land being 3.02 acres out of MEMPHIS, EL PASO AND PACIFIC RAILROAD COMPANY SURVEY, Abstract No 2844, all in Parker County, Texas and 1.98 acres out of the MEMPHIS, EL PASO AND PACIFIC RAILROAD COMPANY SURVEY, Abstract No 615, Wise County, Texas, that is located both Wise County, Texas and Parker County, Texas and a developer wishes to subdivide said tract of which a 1.98 acres portion of the said 5 acres tract lies within Wise County, Texas;

**WHEREAS**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

**NOW THEREFORE**, for and in consideration of the covenants, conditions, and undertakings herein after described, and the benefits to accrue to the citizens of Wise County and, Parker County, the parties’ contract, covenant and agree as follows:

I.

The County of Wise shall cede to Parker County the right to regulate or enforce the subdivision rules and regulations and the on-site sewage facility permitting and regulations of Parker County for the said 5 acre tract of land.

## II.

Parker County agrees to regulate and enforce the subdivision rules and regulation and the on-site sewage facility permitting and regulations of Parker County on the entire 5 acre tract of land and shall continue to enforce said rules and regulations at all times in the future.

## III.

County Commissioner Precinct 1 is hereby designated as the official representative of Wise County in all matters relating to this Agreement. Jamie Tierce is hereby designated as the official representative of Parker County in all matters relating to this Agreement.

## IV.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Wise County or Parker County nor to create any legal rights or claim on behalf of any third party. Neither Wise County nor Parker County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunities under the laws of the State of Texas.

This agreement may not be amended or modified except by written amendment executed by Wise County and Parker County and authorized by their respective governing bodies.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.


This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their officers thereunto duly authorized as of the first date written above:

WISE COUNTY, TEXAS

By:   
Name: J.D. Clark  
Title: County Judge

PARKER COUNTY, TEXAS

By:   
Name: Pat Deen  
Title: County Judge