

AGREEMENT

THE STATE OF TEXAS §

§

COUNTY OF WISE §

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2011 2012
FY 2012-2013

THIS AGREEMENT, made and entered into this 26 day of September, 2012, by and between **WISE SOIL AND WATER CONSERVATION DISTRICT**, established and maintained as a legal subdivision of the **STATE OF TEXAS**, acting herein by and through its duly authorized **BOARD OF DIRECTORS**, hereinafter referred to as **THE BOARD** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

WITNESSETH

WHEREAS, THE BOARD directs activities of the District and coordinates conservation efforts of local, state and federal agencies for the conservation of soil and water within **THE COUNTY**. The well being of the residents of Wise County depends upon the preservation and proper management of our soil and water resources.

WHEREAS, The Wise County Commissioners Court hereby finds that the programs and efforts of **THE BOARD** benefits the citizens of **WISE COUNTY**;

NOW THEREFORE, COUNTY and THE BOARD hereby agree as follows:

I.

The **COUNTY** shall provide **THE BOARD** a lump sum not to exceed **\$20,000** to engage an engineering firm to perform a dam breach study on Sites 17a, 17, and 23D located on Denton Creek within Wise County. This study has been ordered by the Texas Commission on Environmental Quality Dam Safety Program to update the Emergency Action Plan and would provide knowledge to **THE BOARD** to further the activities mentioned above for the protection and well being of Wise County Citizens.

III.

THE BOARD agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servant or employees from any loss, damage, injury or claim arising from the negligent operation of its program.

IV.

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

V.

The parties to this contract do not intend to create any third party beneficiaries of the contract rights contained herein. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

VI.

THE BOARD agrees to provide **COUNTY** all records relating to the programs performed by **THE BOARD** upon written request of **COUNTY** and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year.

VII.

If any term of this agreement shall be found to invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining term of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

VIII.

The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

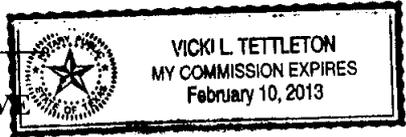
WITNESS OUR HANDS this 29th day of September, 2012.

WISE SOIL AND WATER CONSERVATION DISTRICT

Cody Phillips
Chairman - Wise SWCD

Vicki L. Tetteleton

AUTHORIZED DISTRICT REPRESENTATIVE



9/27/12

WISE COUNTY TEXAS

Bill McElhaney
Bill McElhaney, Wise County Judge