

AGREEMENT NO: _____

STATE: _____

INTERLOCAL AGREEMENT

BETWEEN

TARRANT REGIONAL WATER DISTRICT

AND

WISE COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 1

AND

WISE SOIL AND WATER CONSERVATION DISTRICT

AND

WISE COUNTY COMMISSIONERS COURT

Relative to: PROVIDING TECHNICAL ASSISTANCE TO AGRICULTURAL PRODUCERS TO PLAN AND IMPLEMENT CONSERVATION TREATMENT MEASURES TO REDUCE HIGH LEVELS OF NUTRIENTS AND SEDIMENT LOADINGS INTO EAGLE MOUNTAIN LAKE THROUGH THE DEVELOPMENT OF THE EAGLE MOUNTAIN LAKE WATERSHED CONSERVATION INITIATIVE.

This Interlocal Agreement ("Agreement") is made and entered into this 15th day of August, 2017 by and between the Tarrant Regional Water District, Fort Worth, Texas hereinafter called TRWD; the Wise County Water Control and Improvement District Number 1, Bridgeport, Texas, hereinafter called Wise County WCID; the Wise Soil and Water Conservation District, Decatur, Texas, hereinafter called SWCD; and Wise County Commissioners Court, Decatur, Texas, hereinafter called Wise Co.

WITNESSETH

WHEREAS, the participants are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code and other applicable laws; and

WHEREAS, the performance of this Agreement by the participants will be in the common interest of the participants and will benefit the general public.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the participants agree as follows:

I. PURPOSE:

The purpose of this Inter-local Agreement is to formalize the cooperation and coordination between TRWD, Wise County WCID, Wise SWCD and Wise County relative to providing technical assistance to agricultural producers to plan and implement conservation treatment measures to reduce the high levels of nutrients and sediment loadings into Eagle Mountain Lake. Through the development of the Eagle Mountain Lake Watershed Conservation Initiative, technical assistance will be provided to interested agricultural producers to create or revise existing conservation plans on 80,000 acres in the watershed area annually.

II. TRWD agrees to:

- A. Provide funding to the SWCD at the rate of \$37,500 per annum beginning September 2017 for five (5) years until September 2022, for a total of \$187,500 in funding.
- B. Provide an in-kind match of \$27,250 per annum, for the cost associated with the Eagle Mountain Lake monitoring program, for a total of \$136,250 in in-kind.

III. Wise County WCID agrees to:

- A. Provide funding to the SWCD at the rate of \$50,000 per annum beginning September 2017 for five (5) years until September 2022, for a total of \$250,000 in funding.

IV. SWCD agrees to:

- A. Serve as plan manager and administrator for allocation of funds.
- B. Employ four (4) part time District Technicians to perform technical assistance in conservation planning, application, administrative and rural community outreach. Part time employees that are developing conservation plans will be required to become a certified conservation planner.
- C. SWCD Director's time on the project will be used as a match at the rate of \$25 per hour.

- D. Funding allocated to SWCD from 2017-2022 from the Texas State Soil and Water Conservation Board through the Flood Control Dam O&M Grant Program will be used as in-kind match for the conservation initiative.
 - E. Funds provided to SWCD by Wise County WCID and TRWD shall be kept by SWCD in a separate account from other funds held by SWCD. Funds paid over by Wise County WCID and TRWD to SWCD shall remain in custody and control of SWCD for the full term of the agreement to be used for the purposes of the agreement.
- V. Wise County agrees to:
- A. Provide invoices to SWCD for costs incurred for operation and maintenance activities performed by Wise County for the 35 floodwater retarding structures in the Big Sandy Creek and Salt Creek and Laterals Watershed Projects, Trinity River Watershed, in Wise County. Costs associated with O&M activities will be used as in kind match for the Eagle Mountain Lake Conservation Initiative.
- VI. It is mutually agreed:
- A. This Agreement shall become effective upon the date of last signature hereto and shall continue in effect through September 30, 2022.
 - B. All payments required under this Agreement shall be made from current revenues available to the paying party.
 - C. Each participant in this Agreement will specify a contact person, which contact person may be changed from time to time by the respective participants at their discretion by notification to the other participants.
 - D. The contact person of each participant in this Agreement or designee will serve as a member of the core work group for the Eagle Mountain Lake Watershed Conservation Initiative and will meet quarterly to review progress in addressing priority resource concerns and evaluating performance.
 - E. The obligations of the participants hereto are subject to final approval by the governing body or authorized representative of each, and upon request of the other participant(s), each party will provide sufficient documentation to the other participant(s) that this Agreement has been authorized by its respective governing body or authorized representative.
 - F. This Agreement may be modified by amendment duly executed by authorized officials of all participants.

- G. This Agreement may be terminated by mutual consent of all participants in this agreement by written notice sixty (60) days prior to effective date.
- H. This Agreement may be executed by the participants in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same contract. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.
- I. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to its conflicts of law.
- J. It is expressly understood and agreed that, in the execution of this Agreement none of the participants hereto waive any immunity or defense that would otherwise be available to it against any claim arising from the Agreement, including the defense of sovereign or governmental immunity.
- K. The participants are each entering into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than the participants.
- L. The participants agree and acknowledge that (i) this Agreement does not create a joint venture, partnership, or joint enterprise, and that no participants are an agent of the other, and (ii) that this Agreement shall never be interpreted or construed to imply or otherwise create any such relationship between the participants.
- M. The terms of this Agreement shall be binding upon, and inure to, the benefit of each of the participants and their successors and permitted assigns. However, no assignment of the rights and duties of a participant may be made to a non-governmental entity unless approved in writing by all participants.
- N. Nondiscrimination – The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972 and Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, sexual orientation, family status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or

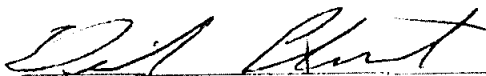
activity receiving federal assistance from the Department of Agriculture or any agency thereof.



CODY GILLISPIE
Chairman, Wise SWCD

8-21-17

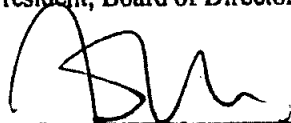
DATE



DICKIE CLEMENT
President, Board of Directors, Wise Co WCID

8-22-2017

DATE



J. D. CLARK
County Judge, Wise County

8-21-2017

DATE



JACK STEVENS
President, Board of Directors, TRWD

8-18-2017

DATE