

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 agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, 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.

I. PURPOSE:

The purpose of this Interlocal 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 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 develop 150 conservation plans in the watershed area.

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- II. TRWD agrees to:
  - A. Provide funding to the SWCD at the rate of \$37,500 in 2011 to be paid by September 30, 2011.
  - B. Provide an in-kind match of \$54,500 for the cost associated with the Eagle Mountain Lake monitoring program.
  
- III. Wise County WCID agrees to:
  - A. Provide funding to the SWCD at the rate of \$50,000 per annum beginning September 2011 for three (3) years until September 2014, for a total of \$150,000 in funding.
  
- IV. SWCD agrees to:
  - A. Serve as plan manager and administrator for allocation of funds.
  - B. Employ five (5) part time District Technicians to perform technical assistance in conservation planning, application, administrative and rural community outreach during the 15 month period.
  - C. SWCD Director's time on the project will be used as a match at the rate of \$25 per hour at a cost of \$15,000 per 15 month period.
  - D. Furnish two vehicles at a cost of \$12,000 per 15 month period for maintenance, fuel and liability insurance.
  - E. Funding allocated to SWCD in FY 2011 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.
  - F. 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 affect through September 30, 2014.
- B. 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.
- C. 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.
- D. This agreement may be modified by amendment duly executed by authorized officials of all participants.
- E. This agreement may be terminated by mutual consent of all participants in this agreement by written notice sixty (60) days prior to effective date.
- F. Nondiscrimination – The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII if the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statues; 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 CFR15, 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  
CODY GILLISPIE

Chairman, Wise SWCD

9-9-11  
DATE

Lou V. Bridges  
LOU V BRIDGES

President, Board of Directors, Wise Co WCID

9-9-11  
DATE

Bill McElhaney  
Bill McElhaney

County Judge, Wise County

09/12/11  
DATE

Victor Henderson  
Victor Henderson

President, Board of Directors, TRWD

10/17/2011  
DATE