

AGREEMENT

STATE OF TEXAS

COUNTY OF WISE

FY 2011-2012

THIS AGREEMENT, made and entered into this the 1st day of October 2011, by and between **VOICES ADVOCATING FOR CHILDREN**, a private non-profit corporation, acting herein by and through its duly authorized agent and officer, (hereinafter referred to as **VOICES**) and **WISE COUNTY**, acting by and through its County Judge, duly authorized by to act by the Commissioner's Court of Wise County, (hereinafter referred to as **COUNTY**).

WITNESSETH

WHEREAS, **VOICES** provides services to assist the **COUNTY** and its courts in providing for the best interests of at risk children; and

WHEREAS, **WISE COUNTY** hereby finds that the programs and efforts of **VOICES** benefit the citizens of the **COUNTY**, particularly children in need of the services provided by **VOICES**.

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

I.

VOICES agrees to continue providing the public services and assistance that is already being provided to the courts and the children of Wise County.

II.

For the public services provided above, the **COUNTY** shall provide **VOICES** a lump sum not to exceed **\$25,000** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2011 and ending on September 30, 2012.

III.

VOICES agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servants 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.

VOICES agrees to provide **COUNTY** all records relating to the programs performed by **VOICES** 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 in this agreement shall be found to be 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 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.

VOICES ADVOCATING FOR CHILDREN

Kim Martiny

Title Director

Date 9/12/11

WISE COUNTY TEXAS

Bill McElhaney
Bill McElhaney, County Judge

Date 08/31/11