

**AGREEMENT**

THE STATE OF TEXAS §

§

COUNTY OF WISE §

FY 2011-2012

**THIS AGREEMENT**, made and entered into this 1st day of October, 2011, by and between **WISE COUNTY HISTORICAL COMMISSION**, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **THE COMMISSION** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

**WITNESSETH**

**WHEREAS, THE COMMISSION** has the responsibility to initiate and conduct programs for the preservation and promotion of Wise County History and the Wise County Heritage Museum as suggested by the commissioners court and the Texas Historical Commission (THC).

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

**NOW THEREFORE, COUNTY** and **THE COMMISSION** hereby agree as follows:

**I.**

**THE COMMISSION** agrees to continue to providing such services already being provided to the citizens of **WISE COUNTY**.

**II.**

For the services provided above, the **COUNTY** shall provide **THE COMMISSION** a lump sum not to exceed **\$5,000** 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.**

**THE COMMISSION 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 COMMISSION** agrees to provide **COUNTY** all records relating to the programs performed by **THE COMMISSION** 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 of the 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.

**WISE COUNTY HISTORICAL COMMISSION**

Rosalia Sugg

Title Chair

Date 9-7-11

**WISE COUNTY TEXAS**

Bill McElhaney  
Bill McElhaney, County Judge

Date 08/31/11