

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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**CONTRACT  
IN THE PUBLIC INTEREST  
BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
JONAH COMMUNITY, INC.  
(COMMUNITY RECREATION FACILITY FUND)**

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**THIS CONTRACT** is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and the JONAH COMMUNITY, INC., hereinafter referred to as ("JCI").

**WITNESSETH**

**WHEREAS**, WILLIAMSON COUNTY has an interest in supporting the efficient and effective administration of the public health and safety, including but not limited to promoting recreational facilities;

**WHEREAS**, JCI has an interest in supporting the provision of community recreational facilities, including proposed renovations on the Jonah Community Center located in Jonah, Texas;

**WHEREAS**, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with JCI;

**WHEREAS**, WILLIAMSON COUNTY has available community recreation facility funds, and such funds are intended to be used for public health and safety obligations of WILLIAMSON COUNTY.

**NOW, THEREFORE, THE PARTIES agree as follows:**

**1. Public Purpose and Public Benefit.** JCI will operate as an independent contractor in Williamson County, Texas to commence renovations on the Jonah Community Center located in Jonah, Texas. JCI shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT. JCI shall strictly comply with the Williamson County Community Recreational Facility Fund

Policy, hereinafter referred to as ("THE POLICY"), which is incorporated herein as if copied in full. **Exhibit "A"**. JCI acknowledges that it has expressly agreed to the terms and conditions set forth in THE POLICY. **Exhibit "B"**. WILLIAMSON COUNTY reserves the right and discretion to determine applicable provisions where there is any conflict between this CONTRACT and THE POLICY.

**2. Reports/Payment.** JCI shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY and JCI shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from the community recreation facility fund to JCI the full amount of **\$165,000.00 payable in five (5) installments based on project progress as follows:**

- Installment #1** - \$33,000.00 upon reaching full contract execution and approval;
- Installment #2** - \$33,000.00 upon adequate confirmation with the Williamson County Auditor's Office that twenty-five percent (25%) of the project has been completed;
- Installment #3** - \$33,000.00 upon adequate confirmation with the Williamson County Auditor's Office that fifty percent (50%) of the project has been completed;
- Installment #4** - \$33,000.00 upon adequate confirmation with the Williamson County Auditor's Office that seventy-five percent (75%) of the project has been completed; and
- Installment #5** - \$33,000.00 upon adequate confirmation with the Williamson County Auditor's Office that one hundred percent (100%) of the project has been completed.

**3. Reimbursement of Funds.** Despite the agreed upon method of payment set forth above, JCI agrees to return to WILLIAMSON COUNTY all funds distributed to JCI if (a.) JCI's project progress is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) JCI fails in any other respect under this CONTRACT; (d.) JCI violates any provision of THE POLICY; (e.) JCI changes the use of the Jonah Community Center in such a way that, in WILLIAMSON COUNTY's opinion, the Jonah Community Center no longer serves a public purpose; or (f.) JCI conveys, leases or otherwise transfers its interest in the Jonah Community Center to another entity without the prior written

consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the Jonah Community Center for a public purpose consistent with the terms of THE POLICY and the spirit of this CONTRACT.

**4. Records.** JCI shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. JCI agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such JCI records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and JCI. JCI further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of JCI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. JCI expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary JCI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give JCI reasonable advance notice of intended audits.

**5. Independent Contractor/Indemnity.** It is understood and agreed that JCI is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall JCI be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. JCI shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

**JCI FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY JCI.**

**6. Compliance With All Laws.** JCI and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

**7. Notice.** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

**WILLIAMSON COUNTY:**  
WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 101  
GEORGETOWN, TEXAS 78626

**JCI:**  
JONAH COMMUNITY, INC.  
260 OLD HIGHWAY 29 EAST  
GEORGETOWN, TEXAS 78626

**GENERAL COUNSEL:**  
GENERAL COUNSEL  
OFFICE OF WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626

**8. No Assignment.** This CONTRACT may not be assigned.

**9. Termination.** Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate existence of JCI;
- b. the insolvency of JCI, the filing of a petition in bankruptcy either by or against JCI, or an assignment by JCI for the benefit of creditors;
- c. the breach by JCI of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to JCI of such breach.
- d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

**10. Term.** The stated term of this CONTRACT shall be until the sooner of completion of the project or **September 30, 2015**, whichever occurs first, but with on-going contractual obligations by JCI extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

**11. Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

**12. Venue & Applicable Law.** Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**13. Severability.** In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it

**14. Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

15. **Proof of Non-Profit Status.** JCI has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit C" and is incorporated herein as if copied in full. **Exhibit "C".**

**EXECUTED** to be effective as of the date of the last party's execution below.

**FOR WILLIAMSON COUNTY:**

\_\_\_\_\_  
**Presiding Officer**  
**Williamson County Commissioners Court**  
**Williamson County, Texas**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**FOR JCI:**

Carolyn Endsley  
**Authorized Agent**  
**Jonah Community, Inc.**

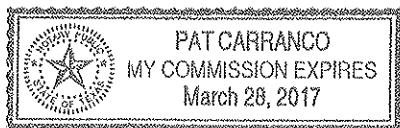
**Date:** February 20, 2014

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

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This instrument was acknowledged before me on the 20<sup>th</sup> day of February, 2014, by Carolyn Endsley of the Jonah Community, Inc., a Texas non-profit corporation, on behalf of the corporation.



Pat Carranco  
**Notary Public, State of Texas**

# **Williamson County Community Recreational Facility Fund Policy**

## **PURPOSE**

The purpose of this Williamson County Community Recreational Facility Fund Policy is to provide guidelines and regulations relating to the distribution of funds from the Williamson County Community Recreational Facility Fund which was established by Williamson County through collections of fees at the Williamson County Landfill.

## **LEGAL CONSIDERATIONS**

The Texas Constitution bars a transfer of county funds to a private entity unless the transfer serves a public purpose of the county and the transfer is subject to adequate controls, contractual or otherwise, to ensure that the public purpose is accomplished. This Policy has been created to ensure that funds from the Williamson County Community Recreational Facility Fund Policy are transferred and used to serve a public purpose of Williamson County and to ensure that adequate controls, as set out herein and as may be further required by the Williamson County Commissioners Court, are in place in order to ensure that the public purpose is accomplished.

## **FUNDING POLICY**

### **1. Request for Funding.**

Community organizations, groups and individuals may submit to Williamson County a request for funding of the construction, improvement or remodel of community recreational facilities located in Williamson County. Such request for funding must provide and include the following:

- a.** The name of the community recreational facility subject of the request.
- b.** The name of the organization, entity or individual(s) that manage and control the community recreational facility.
- c.** The amount of funding that is requested.
- d.** A description of the current and future public purposes and public uses of the community recreational facility.
- e.** A description of how the community recreational facility is primarily used for public purposes as opposed to use by private parties for the purpose of making a business profit.

- f. A description of the planned construction, improvement or remodel of the community recreational facility, along with any available plans, sketches and diagrams.
- g. A detailed description of how the funding will be used in relation to the community recreational facility, along with any budgets that outline or otherwise detail the planned use of the funding.
- h. A description of how the funding will assist or aid the community recreational facility in providing a public purpose to citizens of Williamson County.
- i. Provide a signed acknowledgement and agreement to comply with this Policy, which must be in the form attached to this Policy.

## **2. Consideration of Request for Funding.**

Once the funding request is submitted to Williamson County, the request will be placed on the Williamson County Commissioners Court's agenda for consideration.

In the event the members of the Williamson County Commissioners Court determines that the requested funding of the construction, improvement or remodel of a specific community recreational facility will serve a public purpose of Williamson County, the members of the Williamson County Commissioners Court will set the specific amount of funding to be granted.

The Williamson County Commissioners Court may also set out additional controls, contractual or otherwise, to ensure that the public purpose of the funding is accomplished. No funds shall be distributed until which time any additional controls have been satisfied.

## **3. Right to Audit.**

Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after the final disbursement of funds to a community organization, group or individual(s) under this Policy, have access to and the right to examine and photocopy any and all books, documents, papers and records of the community organization, group or individual(s) which are directly pertinent to its expenditure of funds from the Williamson County Community Recreational Facility Fund for the purposes of making audits, examinations, excerpts, and transcriptions. By accepting funds from the Williamson County Community Recreational Facility Fund, the community organization, group or individual(s) agrees that Williamson County shall have access during normal working hours to all of its facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County will give reasonable advance notice of intended audits.

#### **4. Suspension or Termination of Funding.**

The Williamson County Commissioners Court shall have the right, at any time, to suspend or deny any transfers of any funds from the Williamson County Community Recreational Facility Fund to a particular organization, group or individual should Williamson County determine that such organization, group or individual is not using the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy.

#### **5. Reimbursement.**

In the event Williamson County determines that an organization, group or individual(s) has not used the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy, the organization, group or individual must, upon Williamson County's notice and demand, immediately return all funds that were previously transferred to the organization, group or individual.

#### **6. Presentation.**

Upon the completion of the construction, improvement or remodel of a funded community recreational facility project, the community organization, group or individual(s) that was granted the funding must provide, at the request of the Williamson County Commissioners Court, a report and presentation to the Court which sets forth an overview of the completed project and a description of the items purchased, constructed and/or developed through the use of the funds.

**This Williamson County Community Recreational Facility Fund Policy was considered and approved in a duly called session of the Commissioners' Court of Williamson County, Texas, on \_\_\_\_\_, 20\_\_\_\_.**

**Williamson County, Texas**

By: \_\_\_\_\_

Dan A. Gattis,  
Williamson County Judge

Date: \_\_\_\_\_, 20\_\_\_\_



### ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, on behalf of myself and the organization, group or individual(s) named below, hereby acknowledge and understand the terms and conditions of the Williamson County Community Recreational Facility Fund Policy and hereby agree to comply with all such terms and conditions of the said Policy.

Name of Organization: Jonah Community Inc.

Name of Community Recreational Facility: Jonah Community Center

By: Carolyn Endsley

Printed Name: Carolyn Endsley

Title: Board President

Date: Dec. 18, 2013

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 09 2002

JONAH COMMUNITY INC  
40 COUNTY RD 126  
GEROGETOWN, TX 78626

Employer Identification Number:  
74-2995908  
DLN:  
17053232036012  
Contact Person:  
DEL TRIMBLE ID# 31309  
Contact Telephone Number:  
(877) 829-5500  
Internal Revenue Code  
Section 501(c)(4)  
Accounting Period Ending:  
December 31  
Form 990 Required:  
Yes  
Addendum Applies:  
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

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JONAH COMMUNITY INC

month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt

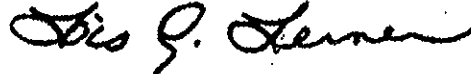
Letter 948 (DO/CG)

JONAH COMMUNITY INC

status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations

for