



August 14, 2019

RE: Contract No. 90688019 between Williamson County Tax Assessor/Collector and Fleck, LLC (dba: Texas Speakers Bureau) for Speaker Tony Brigmon

THIS CONTRACT ("Contract") is entered into by and between Fleck, LLC ("Bureau" or "Fleck, LLC") and Williamson County Tax Assessor/Collector ("Client" or "Customer") for Tony Brigmon ("Speaker" or "Tony Brigmon"). A valid and binding contract shall exist, the effective date of which shall be the latest date of signature by all parties as indicated below ("Effective Date") and the terms and conditions of which are as follows:

*Thank you for selecting **Tony Brigmon** to be your featured speaker. The following information confirms our understanding:*

Speaker's Name: Tony Brigmon
Presentation Time-Frame: 10:30 to 12:00
Length of Presentation (in minutes): up to 90 minutes
Presentation Date: October 14th 2019
Presentation Day of the week: Monday
Presentation Title: Team Dream - Dream Team
Location of Event (City/State): Georgetown, TX
Physical Location of Program (exact address): Venue: Celebrino Event Center 51 County Road 107, Georgetown, TX 78626
Number in Attendance: approx. 60-70
Audiences' Seating Arrangement: 10 Round tables - 6 to a table
Suggested Dress for Speaker: Very Casual: shorts are acceptable.
Program Content: PG There will be no children in attendance
Type of Event and/or Theme for Event: Staff Development Event
Company/Organization name: Williamson County Tax Assessor/Collector
Audience Demographics: 11 men/52 women; mixed millennials and baby boomers
Who will attend: our offices with a total of 57 positions and 6 contract employees that work for the law firm of McCreary, Veselka, Bragg, and Allen
Does your event have a hashtag or other social media presence: No
Client's Physical Mailing address: Williamson County Tax Assessor/Collector
904 South Main Street, Georgetown, TX 78626
In case of emergency contact on site of the event or within 24 hours of the event:
--Primary Contact: Judy Kocian, email: jkocian@wilco.org; **Work:** 512-943-1954; **Cell:** 512-773-4062
--Secondary Contact (if needed): Matt Johnson, email: matt.johnson@wilco.org; **work** : 512-943-1641
Invoices sent to: (email) jkocian@wilco.org

Speaking Fees – \$3,000, plus costs for any teaching materials used in the presentation (there is no cost to client for an electronic handouts).

All of the Speaker's actual transportation costs [i.e. rental car and associated expenses or mileage reimbursement (IRS government reimbursement rate) and tolls where applicable] will be billed to

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the client after the program for full reimbursement. The speaker will bill all associated travel costs. All transportation will be coordinated by the speaker. All transportation costs shall be reimbursed pursuant to the Williamson County Vendor Reimbursement Policy, which is attached hereto and incorporated as if copied in full.

Client will reserve King/Non-Smoking room for 1-2 nights of the speaker's stay. The speaker will need a sleeping room on October 13th. (Possibly the 14th also, Speaker to notify Client at least two weeks prior to the event date if a sleeping room on the 14th is needed). Room charges and meals will be reimbursed in accordance with the Williamson County Vendor Reimbursement Policy.

Banquet Events: If the event is scheduled around a breakfast, lunch, or dinner both parties agree that the speaker will not present during any meal. Speaker will not start the presentation until the main course is cleared. Dessert can be served before he speaks. Please have the staff wait to clear tables or this must be done before the speaker goes on. Please no exceptions.

Speakers AV (Audio / Visual) Requirements: See Exhibit A.

1. Intellectual Property:

Tony Brigmon generally encourages Clients to video record the speaking presentation for internal use only as long as a copy of the recording is provided to him for his own unrestricted use. A separate Recording Agreement is required. Tony Brigmon says "Capturing the event in a recording is a great way to capture the experience, the learning and a creative way to reinforce the experience internally." Tony Brigmon does own a proprietary interest in and the copyright to all Speech concepts and materials. Any unauthorized use, reuse, copying, reproduction, transmittal, broadcast, modification, or revisions of any such materials or concepts of the scheduled Speech or any portion thereof are expressly prohibited (unless otherwise agreed herein or by way of separate Recording agreement).

2. Facility and Date/Time: Client will provide an acceptable licensed facility for the event, in good condition, together with all necessary stage accessories, properties, and AV requirements (as outlined in Exhibit A). The date, time, and location of the event cannot be changed without the written mutual agreement of both the speaker and the client. Client agrees to pay for all facilities, equipment, and refreshment services arranged and reserved. Client will inform all participants of the event.
3. Media: The speaker/event may not be publicized until this Contract is signed and returned along with the required payment. Any additional appearances/activities requested of the Speaker should be requested by the customer after the confirmation of this Contract in writing. No additional appearances or activities (including book signings and media appearances) shall be planned by the Client nor expected of the speaker unless expressly contained as a part of the terms of this Contract. The presentation fee is understood to be for the speech program only and any additional activities are to be treated independently. Any media activities that occur in relation with the actual delivery of the event shall be summarized and submitted to the speaker within seven (7) days after they occur. Client and/or Client feedback may be added to Bureau's public client list after the contract has been fulfilled.
4. Taxes: In the event that there are any sales taxes, franchise taxes, user fees or other charges, taxes or fees of any kind levied by the jurisdiction where the speaking engagement is to take place (including but not limited to any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority), the Client shall be wholly responsible for all such taxes and expenses in addition to any other payment due under the terms of this Contract. Notwithstanding the preceding sentence, each party shall be responsible for their own income taxes.
5. Contractor: The Speaker is not a party to this contract. The Speaker is an independent contractor and therefore the Speaker assumes all responsibility for withholding tax, social security, state tax, public liability, and worker's compensation insurance. As an independent contractor, the Speaker shall have exclusive control over the means, method and details of fulfilling the obligations stated above. Any specific objectives client has for the speaker should be addressed to the speaker in writing before the program. Neither the speaker nor Client nor any respective agent or employee of either, shall be regarded as an agent or employee of the other. Nothing herein shall be construed as reserving to any party the right to control the other. Neither party to this Contract shall have the right or authority to make any promise, guarantee, warrantee or representation or to assume, create or incur any liability or other

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obligation of any kind, express or implied, against or in the name of or on behalf of the other. Although, Bureau and the Speaker have a contractual relationship, neither Bureau nor the Speaker is responsible for any act or omission on the part of the other.

6. The performance of this Contract by all parties (including speaker/contractor) is subject to Acts of God, war, disaster, strikes, civil disorder, curtailment or delay of any transportation facilities, labor disputes, the unforeseeable failure of suppliers to meet their contractual obligations or, without limitation, any emergency that makes it inadvisable, illegal, or impossible to provide the facilities, to hold the function, or to travel to the function. This Contract, together with any attachments hereto, constitutes the entire agreement and supersedes all previous agreements, promises, understandings and negotiations, whether oral or written, between the client and the speaker with respect to the subject matter of the contract.
7. In the event the Speaker is unable to fulfill Speaker's obligations due to but not limited to any of those unforeseen emergencies, overriding professional obligations or illnesses beyond the control of the Speaker or Bureau. Neither Bureau nor the speaker will have any liability for the expenses or losses incurred by the Client. Bureau will attempt to provide a comparable Speaker who is acceptable to the Client as soon as possible after notification of Speakers unavailability. In this situation, the Speaking Fee reserved for the original Speaker will be automatically used for the new Speakers Speaking Fee. Any portion of the original Speaking Fee not used for the new Speaker will be refunded to the Client. Should Bureau not be able to provide a comparable Speaker who is acceptable to the Client, any and all portions of the Speaking Fee pre-paid to Bureau will be fully refundable to the Client. New travel expenses may apply. Cancellation of an engagement for any reason, by the Client, does not negate the Clients' responsibility for payment by the Client of the full Speaking Fee and any travel related expenses (such as airfare) that may have been incurred by the Speaker prior to cancellation. If Client fails to perform any of its obligations hereunder, Bureau or Speaker shall have the right to terminate this Contract and shall have no further obligations hereunder.
8. Further Assurances: In the event that Bureau, after entering this Contract, receives or discovers information which raises concern about the Client's ability to perform all of the terms and conditions of this Contract, including timely payment, or concern that the program as planned by the Client may not be acceptable or in keeping with the Speaker's public image or personal beliefs, then Bureau may request certain assurances from the Client. The assurances may include without limitation, advance payment, personal guarantees, other security agreements or adjustment(s) of the agenda.
9. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
10. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
11. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
12. Right to Audit: Bureau agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Bureau which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Bureau agrees that licensee shall have access during normal working hours to all necessary Bureau facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. licensee shall give Bureau reasonable advance notice of intended audits.
13. Severability: The invalidity or unenforceability of any provisions of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
14. Digital or Electronic Signatures: For evidentiary purposes, faxed or electronically transmitted versions of this Contract shall be deemed to be originals.

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In witness thereof, the above identified parties have executed this Contract and schedule and it is to become effective on the latest date for approval by all parties as indicated below. Any changes to this document must be agreed to in writing by both parties before those changes become effective. Both parties affirm they have the authority to make this Contract and abide by the terms of the agreement.

Please sign where indicated below and return this confirmation letter by July 12th 2019

Payment for this event shall be due at the time that services are rendered. Any payments made after this due date must be made via an ACH transfer, wire transfer, or cashier's check. Speaker will perform only when the required payments are made.

For your records, our Federal Tax I.D. Number is: 20-1782214. Please make checks payable to: Fleck, LLC. Physical/Mailing Address: 320 South Boston, Suite 1026, Tulsa, OK, 74103.

Payment Method and Terms: Corporate Checks and ACH Direct Deposits payments are preferred.


Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that your meeting is re-scheduled due to any unforeseeable circumstances outlined in paragraph 6. In that case, all monies are held in Escrow until the event.

Sign and Return This Contract by way of electronic signature via DocuSign, Scan/Email back or Fax to: 1.877.882.5368

Accepted By:

County Judge Bill Gravell DATE
Williamson County Tax
Assessor/Collector

 8/14/2019

Koby Fleck DATE
Member/Manager, Fleck LLC.
(DBA: Texas Speakers Bureau)

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EXHIBIT A:

____ Client understands and agrees to communicate all Client generated hotel, travel logistics or other time sensitive event information to Speaker directly at the below contact information (at least 3 weeks before the event date). Please keep the Bureau cc'd on all communication so we can further assist as needed.

Audio/Visual Equipment:

Microphone:

First choice: Lavalier mic and hand-held wireless microphone at podium.

Second choice: Lavalier mic and a hand-held microphone (with cable), with adjustable floor stand.

Music Playback:

Request a mixer (small black electrical box – all hotels have them and use them) to connect Tony's MP3 player to house PA system for music playback. Tony will bring a back-up Bose speaker for use, if needed

Tony can connect his mp3 player to a mixer: mini output.

Tony must be able to reach his mp3 player from the podium or small table. Please place the mixer inside the podium or within reasonable reach of the podium. Will need very small table for Bose Speaker next to podium.

Extension Cord: Please request an extension cord that will accommodate up to three separate plugs.

Speaker and Bureau Contact Info:

Speakers Contact Info: Tony Brigmon, cell: (469) 826-8792,
tonybrigmon@gmail.com

Speakers Bureau:

Logistics: Braylyn Yancy, 1.877.882.5368, email: staff@crownspeakers.com

Other: Koby Fleck's office: 918-378-8888; personal cell phone is 918-313-1000; email: Koby@CrownSpeakers.com

NOTE: If contacting the bureau in a time sensitive situation or emergency, please:

1. Call our main line and leave a message (if no one answers): 918 378 8888
2. Send an email to koby@crownspeakers.com and staff@crownspeakers.com
3. And call 918 313 1000.

Important: Pre-Program Questionnaire (Please fill out the questionnaire, the information you provide will help the speaker do a great job for you. It is only necessary to answer the questions that are relevant for your event. Please visit this link at your convenience):

<http://www.tonybrigmon.com/your-special-messages.html>

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