
**CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
WILLIAMSON COUNTY ECONOMIC DEVELOPMENT
PARTNERSHIP, INC.
(FY2023)
(ECONOMIC DEVELOPMENT)**

This Contract is entered into by and between Williamson County, Texas a political subdivision of the State of Texas, hereinafter referred to as "County", and Williamson County Economic Development Partnership, Inc., hereinafter referred to as "EDP".

W I T N E S S E T H

WHEREAS, County is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer a program for local economic development, to stimulate, encourage, and develop business location and commercial activity in its jurisdiction; and

WHEREAS, County is authorized to contract with EDP to provide economic development services in relation to a program for local economic development and to use county funds for such program; and

WHEREAS, in 2014, County; the municipalities of Cedar Park, Leander, Hutto, Taylor, Georgetown and Jarrell; and the Round Rock Chamber of Commerce, Inc. created the EDP to collectively work together in cooperation as member governments to support and develop aggressive economic development efforts that would benefit Williamson County, Texas; and

WHEREAS, County and the EDP desire to set forth services to be provided by EDP and the funding that County will assist and aid EDP in performing such services; and

WHEREAS, County believes that it is in the public interest to enter into this Contract with EDP and that the services to be provided by the EDP will serve a public purpose; and

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. EDP shall use the funding paid by County hereunder to perform the services and achieve the broad goals outlined in this Contract. EDP will undertake to administer and continually assist in developing an aggressive economic development

program for the entities of the Williamson County Economic Development Partnership, Inc. In order to do so and in consideration of the County's funding hereunder, EDP agrees to provide services to include, but not be limited to the following:

- a. EDP shall encourage and assist expansion by manufacturers currently located in Williamson County, Texas;
- b. EDP shall make reasonable efforts necessary to develop and recruit new businesses to be located in Williamson County, Texas;
- c. EDP shall host economic development prospects that visit Williamson County, Texas, as well as travel outside the region to visit such prospects who are interested in locating in the county;
- d. EDP shall market Williamson County, Texas to targeted industries such as the technology-based or medical industries;
- e. EDP shall take actions necessary to make Williamson County, Texas more competitive by creating incentives for companies to do business in the area;
- f. EDP shall maintain an on-line marketing presence on behalf of the County and its partners through the EDP's website;
- g. EDP shall host an annual Site Selector Event and a Williamson County Economic Summit in Williamson County, Texas;
- h. EDP shall maintain a comprehensive database of available economic development sites and facilities in Williamson County, Texas;
- i. EDP shall develop communication among all necessary parties related to economic prospects and projects;
- j. EDP shall seek other funding sources in addition to the funding provided herein;
- k. EDP shall provide consulting services related to economic development to County and the partners of the EDP as necessary;
- l. EDP shall employ dedicated, qualified and competent staff, who shall report to and be under supervision of the EDP Board, that shall administer, manage and provide the services set out herein;
- m. EDP's staff shall update the Williamson County Commissioners Court quarterly or as needed in executive session regarding specific economic development projects affecting the County;
- n. EDP shall provide all administrative resources, offices, and office supplies necessary to carry out the services and obligations set out hereunder; and
- o. The EDP shall promote and market the County fairly and equally with other partners of the EDP (NOTE: such marketing information will be accomplished in good faith and in coordination with the County's Public Affairs Office).

2. Reports. EDP shall make at least one annual presentation to the Commissioners Court pertaining to activities, accomplished goals, and those pending projects which may be appropriately mentioned during a public sessions of the Commissioners Court. The purpose of such presentation will be to both update the full Commissioners Court, as well as highlight efforts and achievements to the public.

3. Fee and Payment Terms. County agrees to provide funding to EDP in the amount of **\$500,000.00**. County shall pay an initial installment of **\$83,333.32** on or before **November 4, 2022**. Following the initial installment, all other installments will be paid by County in the amount

of **\$41,666.66 each** during the first week of each month until the last monthly installment is paid during the first week of **September 2023**.

4. EDP Board Representation. The County shall have the right to appoint and, thereafter, at all times, maintain three (3) voting members on the EDP's Board of Directors, which currently amounts to Twenty Percent (20%) of the entire voting membership on the EDP's Board of Directors. The EDP agrees that the County's right to appoint Twenty Percent (20%) of the voting members of the EDP's Board of Directors shall be preserved if the EDP's voting membership on the Board of Directors is enlarged following execution of this Contract. Failure of the County to appoint persons to the EDP's Board of Directors shall not be deemed a waiver of the County's right to make an appointment at a later date. The County shall receive advance written notice of all meetings of the EDP's Board of Directors and copies of all actions by the EDP's Board of Directors.

5. Reimbursement of Funds. Despite the agreed upon payment terms set forth above, EDP agrees to reimburse County for funds distributed to EDP if (a.) EDP's uses the funding for inappropriate purposes that do not directly relate to the public purpose goals, intent and services set out herein; (b.) EDP's uses the funding for purposes and expenditures that a Texas political subdivision would not be authorized to expend taxpayer funds on (c.) EDP changes its operations in such a way that, in County's opinion, the EDP no longer serves a public purpose; (d.) the breach by EDP 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 County to EDP of such breach; or (e.) EDP assigns or otherwise transfers its interest in its operations to another entity without the prior written consent of County. Any reimbursement of funds under this provision shall be prorated based on those portions that were reasonably used in accordance with the terms hereof and for the intended purposes set out herein.

6. Records. EDP shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract. EDP agrees that the Williams County Auditor shall have the right to audit such EDP records on an annual basis along with their regular review of records in a manner and form to be agreed upon by County and EDP. EDP further agrees that County, Williams County Auditor or their 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 EDP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. EDP expressly agrees that County shall have access during normal working hours to all necessary EDP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, County shall give EDP reasonable advance notice of intended audits.

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

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

8. Compliance with All Laws. EDP and 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.

9. 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:

County:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

EDP:

See Address Below Signature Block

General Counsel:

General Counsel
Office Of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

10. No Assignment. This Contract may not be assigned without the consent of the non-assigning party.

11. 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 or business existence of EDP;
- b. the insolvency of EDP, the filing of a petition in bankruptcy either by or against EDP, or an assignment by EDP for the benefit of creditors;
- c. the breach by EDP 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 County to EDP of such breach.
- d. upon County's sole discretion with or without cause by providing thirty (30) days written notice.

12. Term. This Contract shall commence as of the date of the last party's execution herein-below and continue thereafter until **September 30, 2023**, but with on-going contractual obligations relating to audits and record keeping by EDP extending beyond the termination date and the payment of funds by County.

13. 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.

14. Venue & Applicable Law. Venue of this Contract shall be County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

15. 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

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

17. Entire Agreement. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Executed by the parties below to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS (County):

By: _____

Printed Name: _____

Capacity: As Presiding Officer
Williamson County Commissioners Court

Date: _____, 20____

WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC. (EDP):

By: Ben White

Printed Name: Ben White

Capacity: Authorized Agent Williamson County
Economic Development Partnership, Inc.

Date: October 19, 2022

Address: 450 Cypress Creek Rd Bld 1
Attn: Ben White
Cedar Park, Tx 78613