

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

This Contract in the Public Interest, hereinafter the "Contract", is entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "Williamson County", and the Coupland Civic Organization, Inc., a 501(c)(3) non-profit corporate entity, hereinafter referred to as the "CCO".

W I T N E S S E T H

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, CCO has an interest in supporting the provision of community recreational facilities, including proposed renovations to the Caboose located in the Historic Depot in Coupland, Texas;

WHEREAS, Williamson County believes that it is in the public interest to enter into this Contract with CCO;

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. CCO will operate as an independent contractor in Williamson County, Texas to perform or otherwise procure independent contract labor to commence construction renovations to the Caboose located in the Historic Depot in Coupland, Texas. CCO shall use the funding paid hereunder for the performance of the below described

construction services and to achieve the broad goals outlined in this Contract. CCO hereby agrees and acknowledges that Williamson County will not be obligated to perform or provide any construction services, labor or supplies and that Williamson County's only obligation hereunder is to provide funding pursuant to the terms of this Contract.

The construction renovations to the Caboose located in the Historic Depot in Coupland, Texas shall include the following:

- A. Leveling of the train tracks upon which the Caboose will be situated;
- B. Repainting the metal underpinning of the Caboose;
- C. Repair of the Caboose's doors and windows; and
- D. Interior repairs of the Caboose.

CCO shall strictly comply with the Williamson County Community Recreational Facility Fund Policy, hereinafter referred to as the Policy, which attached hereto as **Exhibit "A"** and is incorporated herein by reference. CCO acknowledges that it has expressly agreed to the terms and conditions set forth in the Policy, as evidenced in **Exhibit "B"**, which is also incorporated herein by reference. 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. Upon request, CCO shall provide to Williamson County financial reports in a form agreed upon by Williamson County. CCO shall cooperate with inspections by the Williamson County Facilities Director 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 CCO the full amount of **\$10,000.00 payable in two (2) draws based on project progress as follows:**

Initial Draw: \$5,000.00 upon signing of Agreement by both parties

Final Draw: \$5,000 upon completion of renovations to the Caboose

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, CCO agrees to return to Williamson County all funds distributed to CCO if (a.) CCO's project progress is insufficient; (b.) this Contract is terminated for any reason; (c.) CCO fails in any other respect under this Contract; (d.) CCO violates any provision of the Policy; (e.) CCO changes the use of the Caboose in such a way that, in Williamson County's opinion, the Caboose no longer serves a public purpose; or (f.) CCO conveys, leases or otherwise transfers its interest in the Caboose 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 Caboose for a public purpose consistent with the terms of the Policy and the spirit of this Contract.

4. Records. CCO shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract and the Williamson County Facilities Director and Williamson County or the auditor on behalf of the Williamson County shall have the right to inspect such records at all reasonable times. CCO further agrees that Williamson County's auditors shall have the right to audit CCO 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 CCO.

CCO further agrees Williamson County or the Williamson County Auditor, on behalf of the Williamson County, shall, until the expiration of three (3) years after the disbursement of the last amount of funds is tendered under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of CCO relating to the renovation project for the purposes of making audits, examinations, excerpts, and transcriptions. CCO agrees that Williamson County shall have access during normal working hours to all necessary CCO 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 shall give CCO reasonable advance notice of intended audits.

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

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CCO SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CCO, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF ANY WORK ASSOCIATED WITH THIS CONTRACT. CCO HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CCO SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS,

DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR ANY WORK ASSOCIATED WITH THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CCO OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

6. Compliance with All Laws. CCO 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

CCO:

Coupland Civic Organization, Inc.
Attn: Susan Schmidt, President
P.O. Box 64
Coupland, Texas 78615

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 CCO;
- b. the insolvency of CCO, the filing of a petition in bankruptcy either by or against CCO, or an assignment by CCO for the benefit of creditors;
- c. the breach by CCO 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 CCO 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 1, 2019**, whichever occurs first, but with on-going contractual obligations by CCO extending beyond the termination date.

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.** CCO has provided proof of status as a 501(c)(3) non-profit corporate entity, which is attached and marked as **Exhibit "C"** and is incorporated herein by reference.

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

For Williamson County:



Dan A. Gattis, County Judge
Williamson County, Texas

Date: 08-21- _____, 2017

For Coupland Civic Organization, Inc.:

By: *Susan Schmidt*
Susan Schmidt,
President

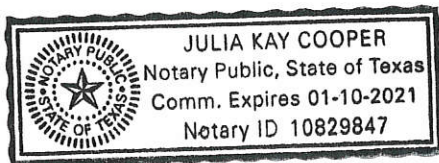
Date: *Aug. 02*, 20*17*

STATE OF TEXAS
COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the *2nd* day of *August*, 20*17*, by Susan Schmidt, as President of the Coupland Civic Organization, Inc., a Texas non-profit corporation, on behalf of the corporation.



Julia Kay Cooper
Notary Public, State of Texas

EXHIBIT “A”

**WILLIAMSON COUNTY COMMUNITY
RECREATIONAL FACILITY FUND POLICY**

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 December 10, 2013.

Williamson County, Texas

By: 

Dan A. Gattis,
Williamson County Judge

Date: 12-12, 2013

EXHIBIT “B”

AGREEMENT AND ACKNOWLEDGMENT OF POLICY

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: The Coupland Civic Organization

Name of Community Recreational Facility: Depot and Caboose

By: Susan Schmidt

Printed Name: Susan Schmidt

Title: President

Date: 06 13, 2017

EXHIBIT "C"

PROOF OF NON-PROFIT STATUS

CINCINNATI OH 45999-0038

In reply refer to: 024818804
May 08, 2017 LTR 4168C 0
94-3415576 000000 00
0001770
BODC: TE

COUPLAND CIVIC ORGANIZATION
% BRIAN BIRCH
PO BOX 56
COUPLAND TX 78615



051390

Employer ID Number: 94-3415576
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Apr. 27, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 2002, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

COUPLAND CIVIC ORGANIZATION
% BRIAN BIRCH
PO BOX 56
COUPLAND TX 78615

Sincerely yours,

A handwritten signature in dark ink, appearing to read "K. A. Billups". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Kim A. Billups, Operations Manager
Accounts Management Operations 1