



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

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April 23, 2019

Via electronic mail: CDrake@DrakeCommunications.com

East Pointe Holdings, Inc. DBA Heartland Food Group
Attn: Kenneth Hanon, President
P.O. Box 13160
Longview, TX 75607

***In re: Notice of Contract Termination (RFP #1711-205; Williamson
County Expo Center Concessions)***

Dear Mr. Hanon:

As you are aware, Williamson County (Expo Center) is currently in a contract with your company for concessions. However, your company has failed to perform adequately and has a history of late payments on commissions. The Williamson County Commissioners Court, as the legislative body for the county, has decided to make changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the standard county services contract, Sections 4.8 & 4.9 address both termination options and non-performance issues. Specifically, the relevant provisions state as follows:

Termination for Cause: The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited

to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

Termination for Convenience: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

Non-Performance: It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination is effective immediately due to termination for cause based on non-performance. All monies owed to the County must be paid within ten (10) days of receipt of this letter, including but not limited to, unpaid commissions and reimbursement of any costs associated with your non-performance.

Thank you for your prompt attention and assistance in this regard.

Sincerely,



Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Mr. Clint Chitsey, General Manager, Expo Center

BG/me