

FUNDING AGREEMENT
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
WILLIAMSON COUNTY FAIR ASSOCIATION, INC.

THIS AGREEMENT FOR FUNDING ("Agreement") of the Williamson County Fair and Rodeo is made and entered into by and between the WILLIAMSON COUNTY FAIR ASSOCIATION, INC., a Texas nonprofit corporation ("Fair Association") and WILLIAMSON COUNTY, TEXAS ("County"), each acting by and through duly authorized agents and officials, and is effective for all purposes as of January 1, 2020 ("Effective Date").

RECITALS

WHEREAS, the County finds a public purpose in the encouragement and promotion of agricultural education and the history of agricultural in Williamson County, Texas; and

WHEREAS, the County has allocated Funds, as defined herein, for supporting, encouraging, promoting and maintaining agricultural educational functions for youth in Williamson County, Texas and the history of agricultural in Williamson County, Texas ("Purpose") and, to accomplish that Purpose, County would like for a Williamson County Fair and Rodeo ("Fair and Rodeo") to be held at the Williamson County Exposition Center; and

WHEREAS, the Fair Association was formed for educational and charitable purposes to encourage, promote and maintain agricultural educational functions and to provide scholarships for youth in Williamson County, Texas, and

WHEREAS, the Fair Association, as a part of its mission to provide educational programs, opportunities and scholarships for the youth of Williamson County, Texas in the areas of agricultural education and provide history of agricultural in Williamson County, Texas to the community, would like to produce, conduct, manage and provide the Fair and Rodeo; and

NOW, THEREFORE, for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, the Fair Association and County agree as follows:

AGREEMENT

1. **TERM** The Term of this Agreement shall be one (1) year from the Effective Date.

2. **FUNDS AND REIMBURSEMENT**

A. Funding by County. The County has budgeted \$100,000 for funding the

Fair and Rodeo in order to attain the Purpose described herein ("Funds"). The County shall be responsible to provide the Fair Association with the Funds in order to accomplish the Purpose according to the following payment schedule:

1. Initial Funding: County shall provide the initial funding amount of \$40,000.00 to the Fair Association on or before January 10, 2020;
2. Second Installment: County shall provide \$40,000.00 to the Fair Association upon ten (10) days of the Fair Association's request and submittal of signed contracts for rodeo production, carnival and featured entertainment.
3. Third Installment: County shall provide \$20,000.00 to the Fair Association upon ten (10) days of the Fair Association's request and submittal of quotes for promotions of the Fair and Rodeo.

B. Reimbursement to County. The Fair Association shall reimburse the Funds to the County within four (4) years from the Effective Date; provided, however, County may forgive such reimbursement obligation provided the Williamson County Commissioners Court finds that the public purpose (the Purpose) provided herein has been accomplished by the Fair Association.

3. **COUNTY PERSONNEL** The County shall allow its personnel to be used, at the discretion of the applicable department head or office, to support and assist in the production and operations of the Fair and Rodeo. The Parties understand and agree that any use of County's personnel shall be on an intermittent and minimal basis and that the Fair Association shall be required to fund and provide its own personnel that may be necessary for its day to day operations of the Fair Association.

4. **OFFICE SPACE, SUPPLIES AND EQUIPMENT** During the term of the Agreement, the Fair Association may make intermittent and minimal use of available office space, supplies and equipment at the Williamson County Exposition Center to support its operations in relation to the Fair and Rodeo provided consent is obtained from the Williamson County Exposition Center's General Manager. The Parties understand and agree that any use of available office space, supplies and equipment at the Williamson County Exposition Center shall be on an intermittent and minimal basis and that the Fair Association shall be required to fund and purchase its own office headquarters, supplies and equipment that are necessary for its day to day operations of the Fair Association

5. **LICENSE AND USE AGREEMENT** The parties understand and agree that a separate License and Use Agreement must be executed by parties that provides the terms and conditions for the Fair Association's use of the Williamson County Exposition Center for purposes of conducting the Fair and Rodeo and accomplishing the Purpose set out herein.

6. **AUDIT REQUIREMENTS** The Fair Association agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting

documentation pertaining to the performance of this Agreement. The Fair Association agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement, unless a longer period of records retention is stipulated. The Fair Association agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The Fair Association agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Fair Association under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined or agreed to by the Williamson County Commissioners Court. If the Williamson County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Fair Association. During said audit, the Fair Association shall require that a management letter be prepared by auditor. The management letter shall identify issues not required to be disclosed in the annual financial report but shall state any concerns and suggestions noted during the audit. Annual financial statements (audited if available) are due to County within six (6) months of completion.

7. **RECORDS** The Fair Association is responsible for all record keeping associated with Fair Association's activities. The Fair Association shall maintain and make available for inspection by the County upon request, consistent with federal and state law, any and all records the County determines, at its, sole discretion, to be necessary for the Williamson County Commissioners Court to justify its continued participation in supporting the Fair Association with funding the Purpose. Said records shall be retained and made available for inspection and audit by the County upon reasonable notice. The Fair Association shall retain all records for a period of five (5) years.

8. **VENUE AND GOVERNING LAW** This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue for any suit filed against County shall be in Williamson County, Texas.

9. **SOVEREIGN IMMUNITY** The parties understand that the County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Further, the County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this Agreement. The parties understand and agree that the County does not assume civil liability under any theory of law for the actions of the Fair Association in providing services hereunder.

10. **SEVERABILITY** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. **AMENDMENTS** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

12. THIRD PARTIES This Agreement is for the benefit of the parties to the Agreement and does not confer any rights on any third parties.

13. COUNTY INVOLVEMENT The County and Fair Association state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the services to which it relates has personal interest, direct or indirect, in this Agreement.

14. TERMINATION This Agreement may be terminated by either party upon thirty (30) days, written notice. Such notice shall be mailed return receipt requested to the non-terminating party at the addresses listed below.

15. NOTICES

All notices to the Fair Association shall be sent by certified or registered mail, addressed to:

Williamson County Fair Association, Inc.
Attn: Scott Heselmeyer, President
211 Round Rock Ave.
Round Rock, Texas 78664

All notices to County shall be sent by certified or registered mail, addressed to:

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

With copy to:

Williamson County Commissioners Court
Attn: Office of General Counsel
710 Main Street, Suite 200
Georgetown, Texas 78626

16. ACCEPTANCE OF TERMS The signature of both parties shall evidence acceptance of these terms.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr., County Judge

Date: December 17, 2019

WILLIAMSON COUNTY FAIR ASSOCIATION, INC.

By: Scott Heselmeyer
Scott Heselmeyer, President

Date: 12/19, 2019