

SERVICES & FUNDING AGREEMENT
(Supporting Williamson County 175th Birthday Celebration)

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Historical Museum, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted funds (the "Funds") for public purposes such as historical promotion and community events for the benefit of the residents of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that the Agency may further assist in as a fiscal agent to accept donations to supplement Funds provided by the County for the Williamson County 175th Birthday Celebration and;

WHEREAS, the Agency has agreed to accept the Funds in exchange for providing the needed services, all on and subject to the terms herein set forth; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence when signed by all parties and approved by the County's governing body and entered into the minutes of the Williamson County Commissioners Court and shall terminate on September 30, 2023. After that initial term, the Agreement may be renewed in writing by mutual agreement.

ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the amount of any unearned Funds.

ARTICLE V INVOICING AND PAYMENT; AND TOTAL AMOUNT OF THE FUNDS

Services will be paid from the County Funds in the total not-to-exceed amount of \$50,000.00 payable in progress payments upon receipt of adequate confirmation that expenses have been incurred is submitted to the Williamson County Auditor as set forth below pursuant to the Texas Prompt Payment Act. Adequate confirmation documentation may include, but is not limited to, fully-executed contract(s) with third parties obligating the Agency for deliverables specifically related to the Williamson County 175th Birthday Celebration.

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 Customer 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 Customer 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 Customer'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.

ARTICLE VI COUNTY'S RIGHT TO AUDIT; CONFIDENTIALITY OF RECORDS; AND RECORDS RETENTION BY AGENCY

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and

records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

Confidentiality of Records. Agency shall maintain strict confidentiality of all records and information relating to the Services provided under this Agreement except to the extent the records and information is necessary to provide Services under this agreement, or as may be required by law, and shall enforce such confidentiality requirements with its volunteers, employees, or agents.

Records Retention. Agency shall retain all records and information for at least three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY.** THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

S. State and Federal Funding. Agency certifies that it is not ineligible to receive payments for Services provided from state or federal funds. This Agreement may be terminated, and payment withheld, if this certification is not accurate.

T. Grant Funding. Agency acknowledges that any payment obligation under this Agreement is from grant funds. No assurance is made of continued availability of funds beyond the amount above, or that future funding will be made available after the expiration of the grant.

U. Receipts. Agency shall account separately for the receipt of the payments received from Williamson County under this Agreement.

IN WITNESS WHEREOF, County and Agency have duly executed this Agreement to be effective as of the date of the last party's execution below.

Agency:

Williamson County Historical, Inc.

COUNTY:

Williamson County, Texas

By: _____

Nancy Hill

Printed Name: Nancy Hill

Title: Executive Director

Date: 11-5, 2022

Address:

716 S. Austin

Georgetown, Texas 78626

By: _____

Valerie Covey

Printed Name: Valerie Covey

Title: Presiding Officer

Date: November 15, 2022

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

Exhibit "A" - Scope of Services

The Agency shall provide services to support the Williamson County 175th Birthday Celebration ("Birthday Celebration") using County Funds, which shall be supplemented with any donations made to Agency specific to this purpose. County Funds and donations shall include, but are not limited to, various activities as follows:

- 1.1 Fiscal Agent. Agency will act as fiscal agent for donation(s) to supplement the County's budgeted funds for the Birthday Celebration. To the extent donations to Agency are for the benefit of Williamson County, the Williamson County Commissioners Court, pursuant to Tex. Loc. Gov't Code § 81.032, accepts donations made for the purpose of promoting the County's Birthday Celebration.
- 2.2 Administrative Services. Agency will work with County's planning committee to oversee the planning implementation of the Birthday Celebration under policies and oversight of the Williamson County Commissioners Court.
- 2.3 Laser Light Show for Kickoff Event. Agency will work to secure matching grant funds for a laser light show at the Community Kickoff Event to be held on or about March 10, 2023.
- 2.4 Mural Exhibit(s). Agency will work with others to secure a mural and possibly other exhibit(s) specific to the Birthday Celebration.
- 2.5 Additional Activities. Additional activities shall be planned and utilized for the Birthday Celebration as possible throughout the anniversary year and may include art projects or contest(s), music or concert(s), information regarding local county history disseminated via various platforms, etc.
- 2.3 Promotion. Agency will work in conjunction with the County's Public Information Office on promotion and marketing for the Birthday Celebration.