

AGREEMENT

THE STATE OF TEXAS '
COUNTY OF KENDALL ' KNOW ALL MEN BY THESE PRESENTS:

This Agreement made effective the ____ day of _____, 2016, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and the KENDALL COUNTY FAIR ASSOCIATION (KCFA) each acting herein by and through its duly authorized officers.

WHEREAS, The City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

WHEREAS, KCFA hosts the Kendall County Fair (the “Fair”) each year over the Labor Day weekend; and

WHEREAS, the Fair has operated over 110 years bringing agricultural education, including horticulture and livestock management, to the Kendall County region; and

WHEREAS, KCFA also hosts the Labor Day Parade on the Sunday before Labor Day; and

WHEREAS, the City Council of the City of Boerne has determined that the above KCFA Fair and accompanying Labor Day parade continue to be a desired part of the City's summer festivities, drawing visitors and citizens to the downtown area, and accomplishes an important public purpose for the City.

NOW THEREFORE:

Because of the mutual benefits outlined above, the Parties hereto agree as follows:

1. KCFA will plan, oversee, administer, and carry out the Fair at the Kendall County Fair Grounds in a manner satisfactory to the City.
2. KCFA will plan, oversee, administer, and carry out the Labor Day Parade on the Sunday before Labor Day in a manner satisfactory to the City.
3. The City hereby agrees to reimburse to KCFA not more than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) from the General Fund (the "Parade Reimbursement") for expenses associated with the Labor Day parade. Parade Reimbursement shall be made only upon receipt of proof that KCFA incurred such expense and made such payment. Such proof of expense and payment must be received not later than the last day of the month following the Labor Day parade in order to be eligible for the Parade Reimbursement.
4. This Agreement shall begin on the execution date hereof and shall continue in force for one year. This Agreement will automatically extend for two consecutive terms unless terminated by either Party upon thirty (30) days-notice. This Agreement automatically terminates after the third term.
5. This Agreement supersedes and replaces any and all prior agreements between the Parties concerning the Fair and/or the Labor Day parade. The Parties agree that any prior agreement is terminated and replaced by this Agreement.
6. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 402 East Blanco, Boerne, Texas 78006 or to the KCFA, _____, Boerne, Texas 78006.
7. No part of this Agreement may be assigned or delegated, and any attempted assignment

of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement and this Agreement will terminate automatically upon such assignment.

8. This Agreement shall be subject to the laws, statutes and ordinances of the State of Texas and the City of Boerne.

9. **INDEMNITY CLAUSE. KCFA AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, CAUSES OF ACTION AND DAMAGES, SUITS, AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING FROM OR IN CONNECTION WITH THE OPERATIONS OF THE FAIR AND THE ACCOMPANYING PARADE OR THE CONDUCT OF THE KCFA OFFICERS, AGENTS AND EMPLOYEES CARRIED OUT IN FURTHERANCE OF THIS AGREEMENT.**

10. It is expressly agreed that by executing this Agreement, the City does not bind itself in the future as to any action of the City Council in connection with the alteration or repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City. It is also understood between the Parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that KCFA shall have no right to make demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

11. Each party warrants and represents that it has approved this Agreement by motion duly adopted at a meeting of its governing body by a majority of those present and voting and that the signatory of each party is duly authorized to enter into this Agreement on behalf of such party.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year
first above written.

CITY OF BOERNE, TEXAS

BY: _____
RONALD C. BOWMAN
City Manager

ATTEST:

LORI CARROLL
City Secretary

KENDALL COUNTY FAIR ASSOCIATION

BY: _____

ATTEST:

BY: _____
PRINT NAME: _____
OFFICE HELD: _____