



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 11

DATE: 12/3/2024

**SUBJECT: CONSIDERATION OF LOCAL ORGANIZING COMMITTEE AGREEMENT BETWEEN TARRANT COUNTY AND TARRANT COUNTY LOCAL ORGANIZING COMMITTEE TO PURSUE APPLICATIONS AND SEEK FUNDING ON BEHALF OF TARRANT COUNTY WITH THE OFFICE OF THE GOVERNOR RELATED TO THE MOTOR SPORTS RACING TRUST FUND, EVENT TRUST FUND AND THE MAJOR EVENT REIMBURSEMENT PROGRAM**

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a Local Organizing Committee Agreement between Tarrant County and the Tarrant County Local Organizing Committee to pursue applications and seek funding on behalf of Tarrant County with the Office of the Governor related to the Motor Sports Racing Trust Fund (MSRTF), Event Trust Fund (ETF) and the Major Event Reimbursement Program (MERP).

**BACKGROUND**

In 2005, the Texas Legislature created the predecessor programs to what eventually became the MSRTF, ETF, and MERP as authorized and governed by Chapters 478, 479, and 480, Texas Government Code. These programs are designed to encourage events to select Texas as the site for the event and to help alleviate the costs associated with hosting events. The MSRTF, ETF, and MERP permits local governments and Local Organizing Committees (LOC) to apply to the State for the establishment of a trust fund to help pay for certain eligible costs associated with conducting events which consists of amounts deposited by the local and state governments based on the estimated incremental increase in tax receipts expected to be generated due to the events being held in Texas.

Chapters 478, 479, and 480, Texas Government Code define an "endorsing county" as a county that contains a site selected by a site selection organization for an event; and furthermore, the statutes permit an endorsing county to authorize a Local Organizing Committee (LOC) to submit an application and take all appropriate actions under the statutes and administrative rules to seek and distribute funding to retain and attract events.

The Tarrant County Local Organizing Committee (TCLOC) has been duly organized under the laws of the State of Texas as a Domestic Nonprofit Corporation and will work with local municipalities within Tarrant County to attract events.

The Criminal District Attorney's Office has approved this agreement as to form.

SUBMITTED BY	Administrator	PREPARED BY:	Maegan South
		APPROVED BY:	Chandler Merritt



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: \_\_\_\_\_ DATE: 12/3/2024 PAGE 2 OF 11

## **FISCAL IMPACT**

There is no negative fiscal impact to Tarrant County related to the consideration of this agreement. This agreement is intended to attract events to Tarrant County. TCLOC will not seek, and will not be entitled to, payment from Tarrant County for any costs or amounts not distributed by the Trust Funds.

**LOCAL ORGANIZING COMMITTEE AGREEMENT BETWEEN  
TARRANT COUNTY AND  
TARRANT COUNTY LOCAL ORGANIZING COMMITTEE  
FOR THE EVENTS TRUST FUND**

This **Agreement** (“Agreement”) is entered into by and between Tarrant County (“County”), a political subdivision of the State of Texas, acting by and through the Tarrant County Commissioners Court and the Tarrant County Local Organizing Committee (“TCLOC”), a non-profit corporation organized under the laws of the State of Texas, acting by and through its duly authorized representative.

**WHEREAS**, chapters 478, 479, and 480 of the Texas Government Code, as amended (the “Code”) establish the Major Events Reimbursement Program (“MERP”), the Motor Sports Racing Trust Fund (“MSRTF”), and the Events Trust Fund (“ETF”), (hereinafter the “Trust Funds”) which are tax programs administered by the Economic Development and Tourism Division, Office of the Governor (“EDT”) that applies local and state gains from sales and use, auto rental, hotel occupancy, and alcoholic beverage taxes to help municipalities and counties offset the costs of hosting sporting and non-athletic events;

**WHEREAS**, the Trust Funds permits local governments and authorized local organizing committees (“LOC”) to apply to the EDT for the establishment of an event trust fund to help pay for certain eligible costs associated with conducting events;

**WHEREAS**, the TCLOC is a registered, non-profit corporation of the State of Texas operating in accordance with adopted bylaws;

**WHEREAS**, the County wishes to designate TCLOC as its authorized LOC, as such term is defined in the Code and Rule 184.4(10) of Title 10 of the Texas Administrative Code, as amended, to perform the following for the events that may be eligible for funding under the Code (“Events”): (i) pursue an application and bid on Events; (ii) execute agreements with the site selection organizations concerning the bid to host the Events; and (iii) carry out any other obligations as set forth in this Agreement and as required by the Code;

**WHEREAS**, this Agreement is intended to set out the responsibilities and expectations of the County and TCLOC as they relate to the Trust Funds and the Code;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**1.  
INCORPORATION OF RECITALS**

1.1 The County and TCLOC agree that the recitals set forth above are true and correct and form the basis upon which the parties have entered into this Agreement and incorporate them into the body of this Agreement.

**2.  
RESPONSIBILITIES**

2.1 The County hereby designates TCLOC as its LOC and authorizes the TLOC to manage and administer the Trust Funds for Events that may be eligible for funding under the Code. The County authorizes TCLOC to pursue applications and bids with site selection organizations to designate the County as the site of the Events. And the County authorizes TCLOC to execute agreements with site selection

organizations regarding bids to host the Events. TCLOC accepts such designation and agrees to perform the responsibilities, functions, and tasks set forth herein in accordance with the highest professional industry standards.

2.2 As part of its management and administrative obligations herein, the TCLOC agrees, at its sole cost and expense, to perform the following:

- (a) pursue applications and bids on Events;
- (b) execute agreements with the site selection organizations concerning the bid to host Events;
- (c) execute any other agreements required by the Code to receive funding under the Trust Funds, including, without limitation, an event support contract (as that term is defined in the Code);
- (d) track all appropriate dates and deadlines to ensure compliance with the Code and event eligibility;
- (e) designate an individual as the main point of contact with the Trust Funds for Events to answer questions or receive information from the EDT;
- (f) complete the EDT application for eligible Trust Fund Events including obtaining all necessary information required for the State application under the Code; obtaining required signatures;
- (g) perform all other aspects of a request for funding under the Code, including, without limitation:
  - (i) preparing and completing an economic impact study to determine the tax impact analysis for the incremental tax increase related to the Event;
  - (ii) developing attendance certification documentation;
  - (iii) collecting, preparing and submitting all required information for disbursement requests;
- (h) disburse all Trust Fund monies in accordance with this Agreement, the event support contracts, and the Code; and
- (i) perform any other duties and responsibilities permitted of a LOC under the Code or Administrative Rule.

2.3 Notwithstanding anything to the contrary, to the extent that the County incurs any costs related to Events that are reimbursable under the Code, then the County may submit a reimbursement request to the TCLOC, along with any supporting invoices. The TCLOC will reimburse the County for the full amount of the County's costs on a first priority basis. The TCLOC must ensure that any event support contract specifically addresses this provision and the County's right to receive reimbursement for its costs on a first priority basis.

2.5 TCLOC will not seek, and will not be entitled to, payment from the County for any costs or amounts not distributed by the Trust Funds.

- 2.6 TCLOC must comply, or ensure compliance, with all deadlines set forth in the Code.
- 2.7 Obtain the services of an qualified Administrator to oversee the TCLOC’s administration of the Events and compliance with the Code.

**3.  
TERM AND TERMINATION**

- 3.1 Unless terminated earlier pursuant to the terms hereof, this Agreement will be effective beginning on December 3, 2024. This agreement will terminate if the Tarrant County Commissioners Court revokes the TCLOC authorization expressly designated herein or the TCLOC dissolves as an entity under the laws of Texas.
- 3.2 Either party may terminate this Agreement for convenience upon thirty (30) calendar days’ written notice however the TCLOC is authorized to continue for the purpose of completing any Events under contract and disbursing required monies.
- 3.3 Either party may terminate this Agreement if the other party fails to comply with any term, provision, or covenant of this Agreement in any material respect (“event of default”) and fails to cure the default in compliance with this Agreement. If an event of default occurs, the non-defaulting party will give written notice that describes the default in reasonable detail to the defaulting party. The defaulting party must cure such default within thirty (30) calendar days after receiving notice, unless otherwise agreed to in writing by the parties.

**4.  
NOTICES**

- 4.1 All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

TCLOC:  
Tarrant County LOC  
PO Box 470252  
Fort Worth, TX 76147

TARRANT COUNTY  
County Administrator’s Office  
Attn: Maegan South  
100 E. Weatherford St.  
Fort Worth, Texas 76102

**5.  
INDEMNIFICATION**

- 5.1 **TCLOC COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, COUNTY FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY’S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, AND SUITS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY OR MONETARY LOSS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR**

**ASSERTED, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACT, ERROR, OR OMISSION OF TCLOC AND ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, AND REPRESENTATIVES IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT.**

**5.2 IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE COUNTY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, TCLOC, ON NOTICE FROM COUNTY, MUST DEFEND SUCH ACTION OR PROCEEDING, AT TCLOC'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO COUNTY.**

**5.3 IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 5, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND WILL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.**

5.4 This section will survive the expiration or early termination of this Agreement.

## **6. INSURANCE**

6.1 TCLOC must furnish to County certificates of insurance as proof that it has secured and paid for policies of commercial insurance as specified herein.

6.2 Such insurance must cover all insurable risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. For the term of this Agreement, TCLOC must maintain the following coverages and limits thereof:

- a. Commercial General Liability (CGL) Insurance
  - i. \$1,000,000 each occurrence
  - ii. \$2,000,000 aggregate limit

- b. Professional Liability – Errors & Omissions
  - i. \$1,000,000 Each Occurrence
  - ii. \$1,000,000 Annual Aggregate Limit

- d. Pending availability of the above coverage and at the discretion of County, the policy shall be the primary responding insurance policy versus a personal auto insurance policy if or when in the course of TCLOC's business as contracted herein.

### 6.3 Additional Requirements

- a. Such insurance amounts will be revised upward at County's reasonable option and no more frequently than once every 12 months, and TCLOC will revise such amounts within thirty (30) days following notice to TCLOC of such requirements.
- b. TCLOC will submit to the County documentation that it has obtained insurance coverage.

- c. Where applicable, insurance policies required herein shall be endorsed to include County as an additional insured as its interest may appear. Additional insured parties shall include employees, representatives, officers, agents, and volunteers of County.
- e. Any failure on part of County to request certificate(s) of insurance shall not be construed as a waiver of such requirement or as a waiver of the insurance requirements themselves.
- f. Insurers of TCLOC's insurance policies shall be licensed to do business in the state of Texas by the Department of Insurance or be otherwise eligible and authorized to do business in the state of Texas. Insurers shall be acceptable to County insofar as their financial strength and solvency and each such company shall have a current minimum A.M. Best Key Rating Guide rating of A-: VII or other equivalent insurance industry standard rating otherwise approved by County.
- g. Deductible limits on insurance policies shall not exceed \$5,000 per occurrence unless otherwise approved by County.
- h. In the event there are any local, federal or other regulatory insurance or bonding requirements for TCLOC's operations, and such requirements exceed those specified herein, the former shall prevail.
- i. TCLOC shall require its subcontractors to maintain applicable insurance coverages, limits, and other requirements as those specified herein; and, TCLOC shall require its subcontractors to provide TCLOC with certificate(s) of insurance documenting such coverage. Also, TCLOC shall require its subcontractors to have County and TCLOC endorsed as additional insured's (as their interest may appear) on their respective insurance policies.
- j. Professional Liability coverage shall be in force and may be provided on a claim's made basis. This coverage may also be referred to as Management Liability and shall protect the insured against claims arising out of alleged errors in judgment, breaches of duty and wrongful acts arising out of their management duties.

## 7.

### GENERAL PROVISIONS

7.1 No Waiver of Immunity. It is understood that by execution of this Agreement, the County does not waive or surrender any of its governmental powers or immunities.

7.2 Amendments. No alteration, change, modification or amendment of the terms of this Agreement will be valid or effective unless made in writing and signed by both parties hereto and approved by appropriate action of County.

7.3 Waiver. No waiver of performance by either party will be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement.

7.4 Governing Law and Venue. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement will be construed in accordance with the laws of the State of Texas.

7.5 Successors and Assigns. Neither party hereto will assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such prior written consent will be void. This Agreement is binding upon and will inure to the benefit of the County and TCLOC and its respective successors and permitted assigns.

7.6 Third-Party Beneficiaries. The provisions and conditions of this Agreement are solely for the benefit of the County and TCLOC, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

7.7 Contract Construction. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

7.8 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

7.9 Captions and Headings. Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

7.10 No Joint Venture. Nothing herein will be construed as the creation of a partnership or joint enterprise between the County and TCLOC, or its officers, agents, servants, employees or subcontractors; and the doctrine of respondeat superior will have no application between the County and TCLOC. It is further understood that the County will in no way be considered a co-employer or joint employer with TCLOC, or any of its officers, agents, servants, employees or subcontractors. Neither TCLOC, nor any of its officers, agents, employees, servants, contractors and subcontractors will be entitled to any employment benefits from the County. The County and TCLOC retain the exclusive control of and exclusive right to control the details of the work that each performs under this Agreement and all persons performing the same.

7.11 Audit. The County will have the right to audit the financial and business records of the TCLOC as they relate to the ETF program (collectively "Records") at any time during the term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the term of this Agreement and for three (3) years thereafter, TCLOC will make all Records available to County at 100 Fort Worth Trail, Fort Worth, Texas or at another location in County acceptable to both parties following reasonable advance notice by County and will otherwise cooperate fully with County during any audit. Notwithstanding anything to the contrary herein, this section will survive expiration or earlier termination of this Agreement.

7.12 Force Majeure. County and TCLOC will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's

performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the County in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 4 of this Agreement.

7.13 Compliance with Laws. In carrying out this Agreement, TCLOC must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. TCLOC shall be responsible for ensuring its compliance with any laws and regulations applicable to its activities, including maintaining any necessary licenses and permits.

7.14 Review by Counsel. The parties represent that they have consulted, or had the opportunity to consult, an attorney to seek legal counsel regarding the contents and effects of this Agreement.

7.15 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email will be as legally binding for all purposes as an original signature.

7.16 Non-Exclusive Remedies. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by a party of its obligations hereunder may be inadequate in view of the complexities and uncertainties in measuring the actual damages that would be sustained by reason of either party's failure to comply fully with each of such obligations. Accordingly, the obligations of each party hereunder are expressly made enforceable by specific performance. If it becomes necessary for any party to this Agreement to bring suit to enforce or interpret the provisions hereof, the prevailing party to such suit shall be entitled to its reasonable and necessary attorney's fees and costs.

7.17 Entire Agreement. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples to be effective as of the Effective Date set forth in this Agreement.

SIGNED AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:

\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

TCLOC

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Printed Name \_\_\_\_\_

Date \_\_\_\_\_

CO# 144340



COMMISSIONERS COURT  
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SUBMITTED BY	Administrator	PREPARED BY:	Maegan South
		APPROVED BY:	Chandler Merritt



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**FISCAL IMPACT**

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**WHEREAS**, chapters 478, 479, and 480 of the Texas Government Code, as amended (the “Code”) establish the Major Events Reimbursement Program (“MERP”), the Motor Sports Racing Trust Fund (“MSRTF”), and the Events Trust Fund (“ETF”), (hereinafter the “Trust Funds”) which are tax programs administered by the Economic Development and Tourism Division, Office of the Governor (“EDT”) that applies local and state gains from sales and use, auto rental, hotel occupancy, and alcoholic beverage taxes to help municipalities and counties offset the costs of hosting sporting and non-athletic events;

**WHEREAS**, the Trust Funds permits local governments and authorized local organizing committees (“LOC”) to apply to the EDT for the establishment of an event trust fund to help pay for certain eligible costs associated with conducting events;

**WHEREAS**, the TCLOC is a registered, non-profit corporation of the State of Texas operating in accordance with adopted bylaws;

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**WHEREAS**, this Agreement is intended to set out the responsibilities and expectations of the County and TCLOC as they relate to the Trust Funds and the Code;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**1.  
INCORPORATION OF RECITALS**

1.1 The County and TCLOC agree that the recitals set forth above are true and correct and form the basis upon which the parties have entered into this Agreement and incorporate them into the body of this Agreement.

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- (c) execute any other agreements required by the Code to receive funding under the Trust Funds, including, without limitation, an event support contract (as that term is defined in the Code);
- (d) track all appropriate dates and deadlines to ensure compliance with the Code and event eligibility;
- (e) designate an individual as the main point of contact with the Trust Funds for Events to answer questions or receive information from the EDT;
- (f) complete the EDT application for eligible Trust Fund Events including obtaining all necessary information required for the State application under the Code; obtaining required signatures;
- (g) perform all other aspects of a request for funding under the Code, including, without limitation:
  - (i) preparing and completing an economic impact study to determine the tax impact analysis for the incremental tax increase related to the Event;
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- (h) disburse all Trust Fund monies in accordance with this Agreement, the event support contracts, and the Code; and
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2.3 Notwithstanding anything to the contrary, to the extent that the County incurs any costs related to Events that are reimbursable under the Code, then the County may submit a reimbursement request to the TCLOC, along with any supporting invoices. The TCLOC will reimburse the County for the full amount of the County's costs on a first priority basis. The TCLOC must ensure that any event support contract specifically addresses this provision and the County's right to receive reimbursement for its costs on a first priority basis.

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### 3.

#### TERM AND TERMINATION

3.1 Unless terminated earlier pursuant to the terms hereof, this Agreement will be effective beginning on December 3, 2024. This agreement will terminate if the Tarrant County Commissioners Court revokes the TCLOC authorization expressly designated herein or the TCLOC dissolves as an entity under the laws of Texas.

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TCLOC:  
Tarrant County LOC  
PO Box 470252  
Fort Worth, TX 76147

TARRANT COUNTY  
County Administrator's Office  
Attn: Maegan South  
100 E. Weatherford St.  
Fort Worth, Texas 76102

### 5.

#### INDEMNIFICATION

5.1 **TCLOC COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, COUNTY FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, AND SUITS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE FOR**

PROPERTY OR MONETARY LOSS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACT, ERROR, OR OMISSION OF TCLOC AND ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, AND REPRESENTATIVES IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT.

5.2 IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE COUNTY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, TCLOC, ON NOTICE FROM COUNTY, MUST DEFEND SUCH ACTION OR PROCEEDING, AT TCLOC'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO COUNTY.

5.3 IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 5, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND WILL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.

5.4 This section will survive the expiration or early termination of this Agreement.

## 6. INSURANCE

6.1 TCLOC must furnish to County certificates of insurance as proof that it has secured and paid for policies of commercial insurance as specified herein.

6.2 Such insurance must cover all insurable risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. For the term of this Agreement, TCLOC must maintain the following coverages and limits thereof:

a. Commercial General Liability (CGL) Insurance

- i. \$1,000,000 each occurrence
- ii. \$2,000,000 aggregate limit

b. Professional Liability – Errors & Omissions

- i. \$1,000,000 Each Occurrence
- ii. \$1,000,000 Annual Aggregate Limit

- d. Pending availability of the above coverage and at the discretion of County, the policy shall be the primary responding insurance policy versus a personal auto insurance policy if or when in the course of TCLOC's business as contracted herein.

6.3 Additional Requirements

- a. Such insurance amounts will be revised upward at County's reasonable option and no more frequently than once every 12 months, and TCLOC will revise such amounts within thirty (30) days following notice to TCLOC of such requirements.

- b. TCLOC will submit to the County documentation that it has obtained insurance coverage.
- c. Where applicable, insurance policies required herein shall be endorsed to include County as an additional insured as its interest may appear. Additional insured parties shall include employees, representatives, officers, agents, and volunteers of County.
- e. Any failure on part of County to request certificate(s) of insurance shall not be construed as a waiver of such requirement or as a waiver of the insurance requirements themselves.
- f. Insurers of TCLOC's insurance policies shall be licensed to do business in the state of Texas by the Department of Insurance or be otherwise eligible and authorized to do business in the state of Texas. Insurers shall be acceptable to County insofar as their financial strength and solvency and each such company shall have a current minimum A.M. Best Key Rating Guide rating of A-: VII or other equivalent insurance industry standard rating otherwise approved by County.
- g. Deductible limits on insurance policies shall not exceed \$5,000 per occurrence unless otherwise approved by County.
- h. In the event there are any local, federal or other regulatory insurance or bonding requirements for TCLOC's operations, and such requirements exceed those specified herein, the former shall prevail.
- i. TCLOC shall require its subcontractors to maintain applicable insurance coverages, limits, and other requirements as those specified herein; and, TCLOC shall require its subcontractors to provide TCLOC with certificate(s) of insurance documenting such coverage. Also, TCLOC shall require its subcontractors to have County and TCLOC endorsed as additional insured's (as their interest may appear) on their respective insurance policies.
- j. Professional Liability coverage shall be in force and may be provided on a claim's made basis. This coverage may also be referred to as Management Liability and shall protect the insured against claims arising out of alleged errors in judgment, breaches of duty and wrongful acts arising out of their management duties.

## 7.

### GENERAL PROVISIONS

7.1 No Waiver of Immunity. It is understood that by execution of this Agreement, the County does not waive or surrender any of its governmental powers or immunities.

7.2 Amendments. No alteration, change, modification or amendment of the terms of this Agreement will be valid or effective unless made in writing and signed by both parties hereto and approved by appropriate action of County.

7.3 Waiver. No waiver of performance by either party will be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement.

7.4 Governing Law and Venue. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action will lie in state courts located in Tarrant

County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement will be construed in accordance with the laws of the State of Texas.

7.5 Successors and Assigns. Neither party hereto will assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such prior written consent will be void. This Agreement is binding upon and will inure to the benefit of the County and TCLOC and its respective successors and permitted assigns.

7.6 Third-Party Beneficiaries. The provisions and conditions of this Agreement are solely for the benefit of the County and TCLOC, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

7.7 Contract Construction. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

7.8 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

7.9 Captions and Headings. Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

7.10 No Joint Venture. Nothing herein will be construed as the creation of a partnership or joint enterprise between the County and TCLOC, or its officers, agents, servants, employees or subcontractors; and the doctrine of respondeat superior will have no application between the County and TCLOC. It is further understood that the County will in no way be considered a co-employer or joint employer with TCLOC, or any of its officers, agents, servants, employees or subcontractors. Neither TCLOC, nor any of its officers, agents, employees, servants, contractors and subcontractors will be entitled to any employment benefits from the County. The County and TCLOC retain the exclusive control of and exclusive right to control the details of the work that each performs under this Agreement and all persons performing the same.

7.11 Audit. The County will have the right to audit the financial and business records of the TCLOC as they relate to the ETF program (collectively “Records”) at any time during the term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the term of this Agreement and for three (3) years thereafter, TCLOC will make all Records available to County at 100 Fort Worth Trail, Fort Worth, Texas or at another location in County acceptable to both parties following reasonable advance notice by County and will otherwise cooperate fully with County during any audit. Notwithstanding anything to the contrary herein, this section will survive expiration or earlier termination of this Agreement.

7.12 Force Majeure. County and TCLOC will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, “Force Majeure Event”). The performance of any such obligation is suspended during the

period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the County in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 4 of this Agreement.

7.13 Compliance with Laws. In carrying out this Agreement, TCLOC must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. TCLOC shall be responsible for ensuring its compliance with any laws and regulations applicable to its activities, including maintaining any necessary licenses and permits.

7.14 Review by Counsel. The parties represent that they have consulted, or had the opportunity to consult, an attorney to seek legal counsel regarding the contents and effects of this Agreement.

7.15 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email will be as legally binding for all purposes as an original signature.

7.16 Non-Exclusive Remedies. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by a party of its obligations hereunder may be inadequate in view of the complexities and uncertainties in measuring the actual damages that would be sustained by reason of either party's failure to comply fully with each of such obligations. Accordingly, the obligations of each party hereunder are expressly made enforceable by specific performance. If it becomes necessary for any party to this Agreement to bring suit to enforce or interpret the provisions hereof, the prevailing party to such suit shall be entitled to its reasonable and necessary attorney's fees and costs.

7.17 Entire Agreement. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples to be effective as of the Effective Date set forth in this Agreement.

SIGNED AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:



\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

TCLOC

\_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Consideration of Local Organizing Committee Agreement between Tarrant County and Tarrant County Local Organizing Committee to Pursue Applications and Seek Funding on Behalf of Tarrant County with the Office of the Governor Related to the Motor Sports Racing Trust Fund, Event Trust Fund and the Major Event Reimbursement Program

**SIGNED AND EXECUTED** this 3 day of December, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare  
County Judge  
12/6/2024