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In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **\$225,834.00 payable after October 1, 2016 and prior to the end of FY2017 or September 30, 2017 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, MUSEUM agrees to return to WILLIAMSON COUNTY all funds distributed to MUSEUM if (a.) MUSEUM's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) MUSEUM fails in any other respect under this CONTRACT; (d.) MUSEUM changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the museum no longer serves a public purpose; or (e) MUSEUM conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the museum a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds may be prorated based on those portions that were reasonably used for intended purposes.

4. Records. MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

5. Indemnity. MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

MUSEUM FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY MUSEUM.

6. **Compliance with All Laws.** MUSEUM and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. **Notice.** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

MUSEUM:
THE WILLIAMSON MUSEUM
716 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. **No Assignment.** This CONTRACT may not be assigned.

9. **Termination.** Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate or business existence of MUSEUM;
- b. the insolvency of MUSEUM, the filing of a petition in bankruptcy either by or against MUSEUM, or an assignment by MUSEUM for the benefit of creditors;
- c. the breach by MUSEUM of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to MUSEUM of such breach.
- d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. **Term.** The stated term of this CONTRACT shall be until **September 30, 2017**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. **Venue & Applicable Law.** Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. **Severability.** In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it

13. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

14. Proof of Non-Profit Status. MUSEUM has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "A".**

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____, 20____

FOR MUSEUM:

Mickie Ross
Authorized Agent
The Williamson Museum

Date: September 8, 2016

STATE OF TEXAS
COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, of the Williamson Museum, on behalf of the organization.

Notary Public, State of Texas