

2025

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and the OPERATION LIBERTY HILL, hereinafter referred to as ("OLH").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting the efficient and effective administration of the public health and safety, including but not limited to promoting Community Centers;

WHEREAS, OLIJ has an interest in supporting the provision of community facilities, including proposed renovations on a Community Center located in Liberty Hill, Texas;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this **CONTRACT** with OLEH;

WHEREAS, WILLIAMSON COUNTY has available community recreation facility funds, and such funds are intended to be used for public health and safety obligations of WILLIAMSON COUNTY.

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. OLH will operate as an independent contractor in Williamson County, Texas to commence renovations on the Liberty Hill Community Center located in Liberty Hill, Texas. OLH shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT. OLH shall strictly comply with the Williamson County Community

Recreational Facility Fund Policy, hereinafter referred to as ("THE POLICY"), which is incorporated herein as if copied in full. **Exhibit "A"**. OLH acknowledges that it has expressly agreed to the terms and conditions set forth in THE POLICY. **Exhibit "B"**. WILLIAMSON COUNTY reserves the right and discretion to determine applicable provisions where there is any conflict between this CONTRACT and THE POLICY.

2. Reports/Payment. OLH shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY and OLH shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from the community recreation facility fund to OLH the full amount of **\$90,000.00 payable in five (5) installments based on project progress as follows:**

- Installment #1** - Upon 30% completion (after certification by authorized county representative), \$27,000.00 payment;
- Installment #2** - Upon 55% completion (after certification by authorized county representative), \$22,500.00 payment;
- Installment #3** - Upon 80% completion (after certification by authorized county representative), \$22,500.00 payment; and
- Installment #4** - Upon 100% completion (after certification by authorized county representative and additional adequate confirmation with the Williamson County Auditor's Office that one hundred percent (100%) of the project has been completed) final installment of \$18,000.00.

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, OLH agrees to return to WILLIAMSON COUNTY all funds distributed to OLH if (a.) OLH's project progress is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) OLH fails in any other respect under this CONTRACT; (d.) OLH violates any provision of THE POLICY; (e.) OLH changes the use of the Liberty Hill Community Center in such a way that, in WILLIAMSON COUNTY's opinion, the Liberty Hill Community Center no longer serves a public purpose; or (f.) OLH conveys, leases or otherwise transfers its interest in the Liberty Hill Community Center 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 Liberty Hill Community Center for a public purpose consistent with the terms of THE POLICY and the spirit of this CONTRACT.

4. Records. OLH shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. OLH agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such OLH 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 OLH. OLH 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 OLH which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. OLH expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary OLH 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 OLH reasonable advance notice of intended audits.

5. Independent Contractor/Indemnity. It is understood and agreed that OLH is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall OLH be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. OLH shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

OLH 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 OLH.

6. Compliance With All Laws. OLH 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

OPERATION LIBERTY HILL:
OPERATION LIBERTY HILL
P.O. BOX 1081
LIBERTY HILL, TEXAS 78642

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 existence of OLH;
- b. the insolvency of OLH, the filing of a petition in bankruptcy either by or against OLH, or an assignment by OLH for the benefit of creditors;
- c. the breach by OLH 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 OLH 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 the sooner of completion of the project or **September 30, 2016**, whichever occurs first, but with on-going contractual obligations by OLH extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. **Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. **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.

13. **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


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

15. **Proof of Non-Profit Status.** OLH has provided proof of status as a 501(c)

non-profit corporate entity, which is attached and marked as "Exhibit C" and is incorporated herein as if copied in full. **Exhibit "C"**.

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

FOR WILLIAMSON COUNTY:

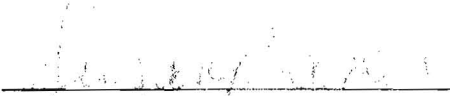


Presiding Officer

**Williamson County Commissioners Court
Williamson County, Texas**

Date: 07-30, 2015

FOR OPERATION LIBERTY HILL:



Authorized Agent

Operation Liberty Hill

Date: July 22, 2015

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

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This instrument was acknowledged before me on the 22nd day of July, 2015, by Susan Baker, of Operation Liberty Hill, which is a Texas non-profit corporation, on behalf of the corporation.



Notary Public, State of Texas

