



Work Session Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: September 27, 2012 **WORK SESSION**

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Review and Give Staff Direction Regarding Proposed Revisions to Chapter 80 of the Travis County Policies, Procedures and Regulations Manual (Use and Operation of the County Community Center Facilities).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County operates 7 emergency assistance centers throughout the County; 2 urban and 5 rural sites. These sites administer assistance to qualified residents in the area of utilities, rent and mortgage, prescriptions, food and home repair and weatherization. In addition, many of these community centers make resources available to residents like Free Notary and Fax Services, Job Search Computer Access, Clothes Closet, Indigent Burial, Case Management Services as well as information and referrals. Acting as a resource and information hub for the communities they serve, County sites also regularly host services in partnership with local organizations on a regular basis (Medical Assistance Program, Senior Lunch Program, Food Stamp and WIC applications) and at appropriate times during the year (Summer Fan distributions).

The 5 sites rural locations have community centers available for public use.

STAFF RECOMMENDATIONS:

Staff seeks direction from the Court in moving forward with its proposed amendments to the existing County Policy governing use of Community Rooms located in County Facilities.

ISSUES AND OPPORTUNITIES:

Given the constant level of activity, it has become apparent to staff that the implementation of uniform policies governing the use of the Department's five community rooms be put in place to include:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

- Allowable uses
- Use fees
- Reservation Procedures
- Care and Use of Facilities
- Establishment of MOUs with local Advisory Boards

FISCAL IMPACT AND SOURCE OF FUNDING:

This item does not affect the County Budget

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney

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TRAVIS COUNTY

Health and Human Services
& Veterans Service Department
Family Support Services Division

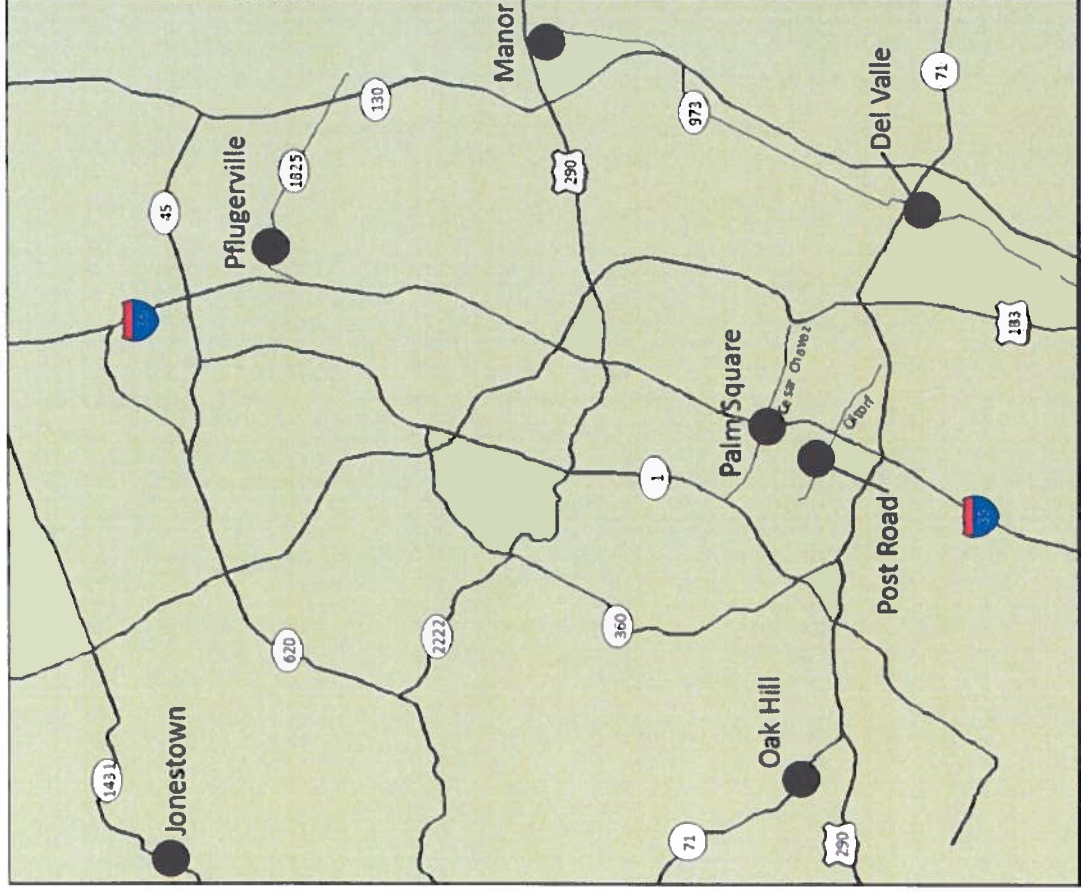
Community Center Usage Policy

September 13, 2012

FSS Locations in Travis County

- Downtown Austin
- South Austin
- **Del Valle (SE)**
- **Manor (NE)**
- **Pflugerville (N)**
- **Oak Hill (SW)**
- **Jonestown (NW)**

Five rural locations have community centers available for public use.



Available Services at Centers

Waiting List for Appointment:

- Utility Assistance
- Rent and Mortgage Assistance
- Prescription Assistance
- Food Assistance
- Home Repair/ Weatherization Referrals

No Application Necessary:

- Bread Donation Program (Some Sites)
- Job Search Computer Access (Some Sites)
- Free Fax Services (Some Sites)
- Information and Referral

Same Day Assistance:

- Food Pantry
- Free Notary Services
- Clothes Closet (Some Sites)
- Professional Social Work Services (by appointment)
- Indigent Burial (Downtown by appointment)

Partner Agency Services:

- Fans (during summer months)
- Food Stamp Application Assistance (Some Sites)
- Senior Lunch Program (Some Sites)
- Brown Santa (Some Sites)
- Medical Assistance Program (Some Sites)
- WIC (Some Sites)

Issues Prompting Proposed Community Center Usage Policy

- Custodial problems not addressed before senior lunch program begins
- County staff not available after hours to address a/c problems, key problems, alarm problems, etc.
- Security concerns with loaning of keys: unauthorized copies, unlocked doors, entrance into restricted areas
- Liability increases after hours when staff/security is not present
- Varying usage restrictions at each center

Community Center Purpose

The Travis County Health and Human Services and Veterans Service Department welcomes public use of its community rooms in keeping with the Department's vision of *“optimizing self-sufficiency for families and individuals in safe and healthy communities.”*

Proposed Policy

The Proposed Community Room Policy establishes guidelines and procedures for the use of the Department's five community rooms, including:

- Allowable usage
- Usage fees
- Reservation procedures
- Care and Use of Facilities
- Establishes MOUs with Advisory Boards

Key Recommended Changes

- Private parties such as birthday parties, showers, reunions, etc. are not permitted.
- Authorizes activities related to civic, educational, cultural, recreational, and general informational needs, including educational, health, cultural, advisory boards, and safety events related to those need.
- Does not permit political or religious events.
- Rent, utility, and janitorial fees are required, with specific exceptions (payable to Travis County, not 3rd parties). Amounts TBD.



TRAVIS COUNTY

Health and Human Services
& Veterans Service Department
Family Support Services Division

Sherri Fleming, County Executive

sherri.fleming@co.travis.tx.us

Jim Lehrman, Division Director

Jim.Lehrman@co.travis.tx.us

TRAVIS COUNTY POLICIES, PROCEDURES AND REGULATIONS MANUAL
TITLE VI, HUMAN SERVICES
CHAPTER 80
TRAVIS COUNTY HEALTH, HUMAN SERVICES AND VETERANS SERVICES
POLICY AND PROCEDURES FOR USE AND OPERATION OF COUNTY COMMUNITY
CENTER FACILITIES

80.001 AUTHORITY

(a) **Authority.** Travis County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes); and to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

80.002 PURPOSE

(a) **Purpose.** The Travis County Community Centers ("Center(s)") are operated to provide facilities for the provision of authorized services through Travis County Health, Human Services and Veterans Services ("TCHHSVS" or "Department") to eligible residents of Travis County. The Family Support Services division of the Department manages and administers the provision of assistance through the Centers. This Chapter 80, "Policy and Procedures for Use and Operation of County Community Center Facilities" ("Policy") sets forth the way in which the Centers are to be utilized. This Policy creates no right to use of any portion of the Center for any purpose; permission for all use will be at the sole discretion of County as guided by the terms of this Policy.

(b) **Services.** Various services are provided through the Centers depending upon the availability of funding; the authorization by statute to provide the services; and the determination of County policy by the Department and Travis County Commissioners Court. Services include assistance in the areas of: rental/mortgage assistance; utility assistance; food vouchers; indigent burials; Department program eligibility determination; senior lunch program; food pantry; social work services; and youth services. Not all services are provided at all locations, and no service is guaranteed to be made available at any time or to any person.

80.003 LOCATIONS. Centers are located throughout Travis County to provide access to residents to the services provided. Current locations are as follows:

- (a) **Downtown:** Palm Square Building
100 N. IH 35, Suite 1000
Austin, Texas 78701
Phone: 854-4120 Fax: 854-4118
Office Hours: M-F, 8:00 a.m. – 5:00 p.m.
- (b) **Oak Hill:** West Rural Community Center
8656-A Hwy.71 West
Oak Hill, Texas 78735
Phone: 854-2130 Fax: 854-2145
Hours: M-F, 8:00 a.m. - 5:00 p.m.
- (c) **South:** Post Road
2201 Post Road, Suite 101

Phone: 854-9130 Fax: 854-9158
Hours: M-F, 8:00 a.m. - 5:00 p.m.

- (d) Del Valle: South Rural Community Center
3518 FM 973
Phone: 247-4407 Fax: 247-3108
Hours: M-F, 8:00 a.m. - 5:00 p.m.
- (e) Jonestown: Northwest Rural Community Center
18649 FM 1431, Suite 6A
Phone: 267-3245 Fax: 267-4068
Hours: M-F, 8:00 a.m. - 5:00 p.m.
- (f) Manor: East Rural Community Center
600 W. Carrie Manor St.
Phone: 272-5561 Fax: 272-8750
Hours: M-F, 8:00 a.m. - 5:00 p.m.
- (g) Pflugerville: Travis County Community Center
15822 Foothills Farm Loop, Bldg. D
Phone: 251-4168 Fax: 251-4385
Hours: M-F, 8:00 a.m. - 5:00 p.m.

80.004 COMMUNITY CENTER ADVISORY BOARDS.

(a) **Board Activities.** Community Center Advisory Boards ("Board(s)"), directed by duly appointed board members, coordinate certain authorized activities at the Centers, subject to the control and authorization of the Travis County Commissioners Court.

(b) **Documents.** Each Board serves at the pleasure of the Commissioners Court, with governance as set forth in the Board's By-Laws, Certificate of Incorporation and Articles of Incorporation. Each Board will provide County with current and updated copies of the above documents on an annual basis (on or before January 1 of each year). Each Board will also provide an annual report to County of funds raised and services provided to County residents. Each Board will also provide a copy of an annual financial audit.

(c) **Board Agreement.** The authorized representatives of each Board will, upon approval by that Board, sign the Memorandum of Understanding ("MOU") provided by Travis County that sets out the conditions and expectations of the operation of that Board in relation to the Center. No Board will operate without a current approved MOU in place.

80.005 USE OF SPACE

(a) **Guidelines and Procedures.** The Department allows limited public use of certain space designated as "community rooms" and other County designated portions of the Center property ("Facilities") in keeping with the Department's vision of "optimizing self-sufficiency for families and individuals in safe and healthy communities." This Policy establishes guidelines and procedures for the use of the Department's Facilities. The administrator in charge of the Facilities is responsible for the daily implementation of this Policy and for maintaining reservation lists under the direction of the Department County Executive or designee. Ultimate responsibility remains with the Travis County

Commissioners Court and all final decisions as to this Policy and use of any County facilities will be made by the Commissioners Court or the Commissioner's Court designee.

(b) **Agreement.**

(i) **Agreement Required.** Use of Facilities by any individual or group, as evidenced by written agreement specified by Travis County, signifies acceptance of the terms of this Policy and of the agreement. Any group or individual desiring to use the Facilities will request such use in writing on the County application form, and will provide a fully executed agreement, signed by an individual authorized to legally bind the group or individual, prior to such use. Applicable fees must be paid at the time the use agreement is signed.

(ii) **Agreement Terms.** The agreement will include, among other things, the following requirements:

- (A) Tables, chairs and all portions of the Facility must be left clean and returned to the position in which they were found. User must bring cleaning supplies (trash bags, mop, broom, cleaning supplies, etc.) to ensure the Facility is left clean.
- (B) Trash must be removed and left in the receptacle identified by County staff.
- (C) Use of the kitchen will be limited to ONLY the sink and ice maker. The appliances, stove, equipment and utensils are not for use.
- (D) Use of any other County equipment must be set forth specifically in this License.
- (E) Users CANNOT charge any fees for attendance at the Event.
- (F) NO ALCOHOL, WEAPONS OR SMOKING are allowed on the Facility premises, including the parking lot and all surrounding property.
- (G) Users will ensure that the lights are turned off and the door is locked upon departure.
- (H) Users will arrive no earlier than the time set forth in the agreement, and will leave no later than the time set forth in the agreement.
- (I) Money-raising activities are not allowed; no charge can be made for attendance at any event.
- (J) Private parties, religious services and political events are not allowed.
- (K) Children must be supervised by an adult at all times.
- (L) Firearms, smoking, alcoholic beverages, open flames, burning incense, and lit candles are not allowed.
- (M) Premises must be vacated by 10:00 p.m. All lights are to be turned off and the building locked and secured.
- (N) Parking is allowed only on designated paved areas.
- (O) Heating and air conditioning are not to be adjusted.
- (P) County equipment is not for public use.
- (Q) User supplies and equipment must be removed immediately after the event and cannot be stored at the Facility.

(c) **Authorized Activities.** Community rooms are designed to meet certain needs of Travis County residents where the County has authorization to provide for such needs. Activities may be related to civic, educational, cultural, recreational, and general informational needs including educational, health, cultural, advisory boards, and safety events related to those need. Requests to use Center Property will include a statement indicating the intended use and its relationship to the above purposes, if any.

(d) **Fees for Use.** The space use agreement will include certain charges reflecting no more than the actual cost to County of providing the space, including rent, utilities and janitorial. Certain organizations providing authorized County services may be subject to waiver of the rental fees, at the option of County; use for other purposes will be subject to rental fees; all use will be subject to the utilities and janitorial fees, unless specifically waived by the County Executive, TCHHSVS. Fees for use will be based on the most recent fee schedule approved by the Commissioners Court. County users will not be charged a fee unless expenses are incurred for the use; then, reimbursement of that expense will be charged.

(e) **Money-Raising.** Solicitation, admission or other charges, money-raising activities, and/or sales are not allowed. Boards may be allowed to provide for such activities with prior written approval from County and with the understanding that all funds taken in by the Board will be utilized to provide County-authorized services at the Center. Reporting of such fund-raising and use of funds will be provided to County by each Board on an annual basis.

(f) **Uses Not Authorized.** Meeting rooms may not be used for private parties such as birthday parties, showers, reunions, etc. for political events, or for religious services ("services" meaning a group gathering primarily for public worship with all activities involved as a part of religious observation). For activities other than religious services, requests by religious organizations will be evaluated according to the Policy in the same manner as any other applicant.

COMMENT: It would be possible to allow for these types of events if the license fee reflected the different cause for each function. The license fee could consist of a set amount for rent and a set amount for utilities and janitorial (per hour rate?). Then, if the activity met a County purpose, the rent portion could be waived; if it were strictly "social," then the rental rate would apply. What about political?

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(g) **County Endorsement.** Use of the Facilities does not constitute Travis County endorsement of viewpoints expressed by participants in the program. Advertisements or announcements implying such endorsement are not permitted.

(h) **Group.** To be eligible to use Facilities, any group should include three or more individuals.

QUESTION: What is the purpose of this requirement?

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(i) **County Use.** County government needs may preempt any other scheduled events or prevent scheduling of any events at County's sole discretion. The County will make a good faith effort to avoid such conflicts once an event has been scheduled, and will advise those who have secured approval for use of space as much in advance as possible if a conflict arises.

(j) **Supervision.** Children must be supervised by an adult at all times.

(k) **Prohibitions.** Firearms, smoking, alcoholic beverages, open flames, burning incense, and lit candles are not allowed.

(l) **Vacation of Premises.** All Facilities must be completely vacated by 10 p.m. All lights are to be turned off and the premises locked and secured.

(m) **Insurance.** General liability insurance is not required, but the agreement for use will state that the user is liable for any damages done to the property as a result of the use.

- (n) **Parking.** Parking is allowed only on paved designated parking areas.
- (o) **HVAC.** Heating and air conditioning are not to be adjusted by user.

80.006 **RESERVATIONS**

(a) **Application.** Requests for use of Facilities may be made in person, by telephone, or in writing. Any request made in person or by phone must be followed up with a written request. The written request will be in the form of the application provided by County. Requests may be honored on a first-come, first-served basis, as determined by Department.

(b) **Extent of Use.**

(1) **Calendar Year.** Reservations may be made for the current calendar year. Reservations for the next calendar year may be made beginning in November.

QUESTION: Is there a reason for this? What about reservations which are requested toward the end of a calendar year?

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(2) **Regular Meeting Schedules.** Groups meeting at regular intervals throughout the year may request all of their meetings at the beginning of the calendar year.

(3) Excessive use may not be approved.

QUESTION: What is "excessive?" Maybe just: Department has the sole discretion in determining how often a group or individual may utilize Center space annually keeping in mind the intent to allow use for the community as a whole

(c) **Cancellation.**

(1) **Notice.** Notice of cancellation should be made as soon as possible.

(2) **Refund.** Possible refund of fees paid will be as set forth in the applicable agreement.

(3) **Reservation Forfeit.** After 30 minutes a group may forfeit its reservation if it fails to appear as scheduled. Failing to show for two meetings in a row could result in losing all future reservations for that calendar year.

(d) **Responsibility.** The individual making the reservation, as well as the membership of the group as a whole, will be held responsible for any and all damages that may occur as a result of the use of the Facilities.

(e) **Failure to Comply.** Failure to comply with this Policy and any related agreement may result in the loss of the privilege of using Facilities in the future, as determined by County.

80.007 **CARE AND USE OF FACILITIES**

(a) **Condition.**

(1) Original Condition. The Facilities must be left as they are found. If the furniture is re-arranged, it should be returned to the original arrangement at the end of the meeting.

(2) Cleaning. The room must be left clean. The requestor is responsible for providing all cleaning supplies, and leaving the space in as good or better condition in which it was found.

| NOTE: Should be adjusted or noted in janitorial fee.

(3) Garbage. All garbage must be removed from the center premises. . Charges for failure to do so will be as set forth in the Agreement.

(b) Equipment.

(1) Equipment. Travis County cannot provide AV (audio visual) or other equipment. County equipment in the Facility will not be used unless specifically authorized in the agreement. Users will provide their own supplies in support of all activities and will remove no fixture nor permanently change or damage the property in any way.

(2) Storage. Equipment, supplies, or personal effects cannot be stored or left in community rooms before or after use.

(c) Kitchen. The requestor will only have use in the kitchen of the sink and ice maker. The appliances, stove, equipment, and utensils are not for public use.

(d) Keys. Receipt of keys and arrangements for entering and leaving the Facilities will be as set forth in the Agreement.

/or/ The user may pick up the key one working day prior to the event and must return the key before noon on the next County working day after the event.

/or/ Other – as agreed to by Facilities Mgmt.

MEMORANDUM OF AGREEMENT BETWEEN
TRAVIS COUNTY AND THE ADVISORY BOARD FOR THE
COMMUNITY CENTER

This Memorandum of Agreement ("MOU") is between the Advisory Board for the _____
Community Center and Travis County.

RECITALS

Travis County operates and maintains Community Centers ("Center") throughout Travis County in order to provide authorized services to County residents through the Travis County Health, Human Services and Veterans Services Department ("Department").

The Family Support Services division of the Department manages and administers the provision of assistance and day-to-day operation of the centers, subject to the direction of the Department County Executive and ultimately the Travis County Commissioners Court.

County desires to allow authorized advisory boards ("Board") to collaborate with the County and assist in the provision of services, subject to the direction of the Department County Executive and ultimately the Travis County Commissioners Court.

County and the Board agree to the following conditions for the operation of the Board at the County Community Center named in this MOU.

1.0 **Purpose.** The purpose of this MOU is to set forth the method of coordination between Travis County and the Board for activities being performed at the Center and to stipulate the guidelines and responsibilities of the Board in relation to the Travis County Center operations. The Board serves in an advisory capacity and functions to enhance the provision of services to Travis County residents through the Center.

2.0 **Community Center.** This MOU relates to services and activities of the Board at the following Travis County Community Center ("Center"):

_____ Community Center
Address: _____

3.0 **Term.**

3.1 **Initial Term.** This MOU is effective the day it is signed by both parties and will continue through December 31, 2012, unless terminated earlier by either Party.

3.2 **Renewal Term.** Unless earlier terminated by either Party, this MOU will automatically renew January 1, 2013, and every subsequent January 1, for an additional one-year term.

4.0 **Board Responsibilities.** The Board agrees to the following:

4.1 **Service.** The Board serves at the pleasure of the Travis County Commissioners Court and Department, and is subject to the applicable policies, procedures and directives of Travis County. This MOU does not in any way obligate Travis County to maintain Board operations at the Center, nor does it give the Board any rights or privileges other than those set forth in this MOU.

4.2 **Documents.** The Board will provide County, through Department, a current copy of the following upon signature of this MOU, and annually on or before the first day of January of each year that the Board is in service:

- 4.2.1 By-Laws
- 4.2.2 Certificate of Incorporation
- 4.2.3 Articles of Incorporation
- 4.2.4 List of all Board members with contact information
- 4.2.5 Annual summary of activities and services
- 4.2.6 Copy of annual audit (as specified in Section _____)
- 4.2.7 Other documents as may be reasonably requested by County

The Board agrees to provide County written notice of any changes to any of the above within a reasonable time of those changes.

4.3 **Policy.** By signing this MOU, the Board agrees that it has read the Travis County Policy and Procedure for Use and Operation of County Community Center Facilities ("Policy") attached to this MOU as Exhibit A, and agrees to abide by all applicable provisions of that Policy.

4.4 **Scheduling.**

4.4.1 **Regular Schedule.** For regularly scheduled use, the Board will advise County on January 1 of each year of the planned use with the days and times.

4.4.2 **Special Schedule.** For any additional use, the Board agrees to advise County in writing of any planned use of space within the Center at least forty-eight (48) hours prior to such use. Such notice shall include the date, time and purpose of the use.

4.5 **Compliance.** The Board agrees to perform all activities and services in compliance with the Constitutions of the United States and Texas; with all applicable County policies and procedures; and with all applicable local, state and federal laws, rules, policies and certifications governing any activities undertaken at the Center. .

4.6 **Independent Contractor.** The Board agrees that the Board and Travis County are independent contractors and that each assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No member or representative of the Board shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Board under this MOU is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

4.7 **Coordination.** The Board agrees to coordinate all activities with the director of the Center,

and to abide by all directives and requests given by County.

4.8 Funding. The Board is responsible for all financial matters relating to its activities and will not receive funding from Travis County; and the Board is responsible for providing all of its own supplies, equipment, etc. related to its functions.

4.9 Records. The Board agrees to create and maintain financial and operational records which adequately identify the source and application of Board funds and services, and to allow County access to those records to monitor and review at County's request. After any review, County may provide Board with a written evaluation of the records and may request changes or corrections. Board may either coordinate with County to effectuate the requested changes or agree to cease operations at the Center.

4.10 Use of Space.

4.10.1 The Board agrees to use the Center facilities only for the purposes outlined in this MOU.

4.10.2 The Board agrees to the terms and conditions for use of space at the Center as set forth in Exhibit B.

4.10.3 The Board understands and agrees that it is responsible for the cost of replacing or repairing any damages to the Facility caused by the Board or that are a result of the use of the Center by the Board, including damages to furniture or equipment.

4.11 Audit.

4.11.1 Annual Audit/Review. The Board shall arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit or financial review to be performed within 180 days of the Board's fiscal year end, subject to the following conditions and limitations:

4.11.2 Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's Fiscal Years in which the Board provides services and/or occupies space in the Center.

4.11.3 Copies. The Board shall provide two (2) copies of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County through TCHHSVS within 180 days of the end of the Board's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year during which the Board provides services or occupies space in the Center. Copies of the report shall also include the auditor's opinion and letters to management.

Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County.

4.11.4 County Audit. Notwithstanding Section 10.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the MOU. The Board agrees to permit County or its authorized representative, to audit The Board's records and to obtain any documents, materials, or information necessary to facilitate such audit.

4.12 Permits. The Board shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other governmental entities for use of the Center.

5.0 **County Responsibilities.** In consideration for the services provided to County residents as outlined in this MOU, County agrees to provide space and general maintenance of the facilities as set forth in this MOU for use by the Board.

6.0 **Indemnification.** THE BOARD DOES HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR (COUNTY), ITS AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEY'S FEES, OR EXPENSE OF WHATSOEVER TYPE OR NATURE ARISING IN WHOLE OR IN PART, OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF THE BOARD, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUPPLIERS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE BOARD'S USE OF THE CENTER, FOR WHICH A CLAIM, INCLUDING ATTORNEY'S FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION OR OTHER ENTITY AGAINST LICENSOR OR COUNTY.

7.0 **Termination**

7.1 **County Termination.** County may terminate this MOU at any time with or without cause by giving the Board written notice of such termination. Upon receipt of such notice, the Board will vacate the premises and cease use of any kind as of the date specified by the County in the notice.

7.2 **Board Termination.** The Board may terminate this MOU at any time by giving the County written notice of such termination. The termination notice will include the date of termination, and the Board agrees to vacate the premises and cease use as of the date of termination.

7.3 **Board Property.** The Board will remove all Board property and equipment upon vacating the premises due to termination of the MOU. Failure to do so will be treated as a donation of the property/equipment to the County.

8.0 **Amendment.** The Board agrees that this MOU may only be amended by written agreement signed by authorized representatives of both Parties. The Board will submit any request for an amendment to the director of the Center for processing through the County.

9.0 **Other Provisions.**

9.1 **Immunity.** It is expressly understood and agreed by the Parties that neither the execution of this MOU nor any conduct of any representative of County relating to this MOU will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

9.2 Law and Venue. This MOU is governed by the laws of the State of Texas and all obligations under this MOU shall be performable in Travis County, Texas. It is expressly understood and agreed that any lawsuit, litigation nor dispute arising out of or relating to this MOU will take place in Travis County, Texas.

9.3 Assignment. The Board may not assign any of the rights or duties created by this MOU without the prior written approval of the County.

9.4 Binding Agreement. This MOU will be binding upon the successors, assigns, administrators and legal representatives of the Board.

9.5 Entire Agreement. This Agreement represents the sole, entire and integrated Agreement between County and the Board with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

9.6 Authority to Sign. The person or persons signing this MOU, or representing themselves as signing this MOU on behalf of the Board guarantees that the Board possesses the legal authority to enter into this MOU do hereby warrant and guarantee that he, she or they have been duly authorized to sign this MOU on behalf of the Board, and to bind the Board validly and legally to all terms, performances, and provisions in this MOU.

EXHIBIT A

COUNTY POLICY

EXHIBIT B

TERMS FOR USE OF SPACE

1. **Condition of Space.** The Board shall always leave the Center in as good a condition as when the Board entered it, normal wear and tear excepted. The Board guarantees that the Board has read and understands the contents of the Policy, and agrees to provide by the requirements in the Policy.

2. **Board Responsibility.** The Board acknowledges and agrees that the Board shall be solely responsible at all times for the actions and the safety of those persons entering, using and occupying the Center under this MOU, including, without limitation, protecting such person from injury or death and protecting County's property and the property of such persons from loss or damage. The Board assumes all liability for the cost of replacing or repairing any damages to the Center, including damages to furniture or equipment..

3. **Coordination With County.** The Board shall at all times obey the directions and commands of the Director of the Facilities Management Department or the designated representatives, the County Executive of Health, Human Services and Veterans' Services, or her designated representative, and the Travis County Sheriff and Sheriff's Office, or any other authorized representatives of County. In addition, the Board shall cooperate and coordinate with any County employees, visitors or client and authorized licensees utilizing the Center. Any disregard of the directions of the above named County Official, Department Head, and/or his/her designated representatives shall be grounds for immediate revocation of the terms of this MOU.

4. **General Use of the Center Facilities.** The Board agrees to the following:
 - a. Tables, chairs and all portions of the Center must be left clean and returned to the position in which they were found. The Board must bring cleaning supplies (trash bags, mop, broom, cleaning supplies, etc.) to ensure the Center is left clean.
 - b. Trash must be removed and left in the receptacle identified by County staff.
 - c. Use of the kitchen will be limited to ONLY the sink and ice maker. The appliances, stove, equipment and utensils are not for use.
 - d. Use of any other County equipment must be set forth specifically in this MOU.
 - e. The Board CANNOT charge any fees for any use of the Center.
 - f. NO ALCOHOL, WEAPONS OR SMOKING are allowed on the Center premises, including the parking lot and all surrounding property.
 - g. The Board will ensure that the lights are turned off and the door is locked upon departure. Premises must be vacated by 10:00 p.m.
 - h. County equipment is not for Board use.

APPLICATION OF USE OF COMMUNITY CENTER SPACE

This application is for use of space at the following Travis County community center:

_____ Community Center
Address: _____

1. Today's Date: _____
2. Name of Applicant: _____
3. Contact Information for Applicant:
Address: _____

Telephone: _____
3. Name of Organization (if any): _____
4. Date(s) of Event: _____
5. Time of Event: _____
6. Number of People Expected to Attend: _____
7. Type of Event: _____

SIGNATURE OF APPLICANT:

I have received a copy of the Travis County Policy and Procedure for Use and Operation of County Community Center Facilities, and understand that use of the Facility will be subject to all requirements of that Policy; and I understand that I will have to sign the appropriate License Agreement and pay the appropriate fees prior to use.

Signature: _____
Printed Name: _____
Date: _____

TCHHSD Staff Member Receiving Application: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

LICENSE AGREEMENT BETWEEN
TRAVIS COUNTY AND

This License Agreement ("License") is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County"), and _____ ("Licensee").

County is the owner of the Community Center Facility ("Facility") which is the subject of this License.

Licensee desires to exercise certain rights and privileges in the Facility conjunction with a planned event during a time and in a manner which will not interfere with County use.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE, PURPOSE AND DUTIES

1.1 **Grant.** County hereby grants a License to Licensee to enter, use and occupy the Facility as follows:

1.1.1 Purpose: _____

_____ ("Event").

1.1.2 Date: _____

1.1.3 Time: _____

1.1.4 Space: Community Room

1.1.5 Status of Licensee: _____
 501(c)(3) non-profit agency
 Other

1.1.6 Number of Persons Expected to Attend: _____

1.2 **Condition.** As a condition to the granting of this License, Licensee shall leave the Facility in as good a condition as when Licensee entered it, normal wear and tear excepted, as determined by County.

1.2 Licensee Responsibility.

1.2.1 Licensee guarantees that Licensee has read and understands the contents of the "Travis County Policy for Use and Operation of County Community Center Facilities" ("Policy"), attached to this License as Exhibit A. and agrees to abide by the requirements in the Policy.

1.2.2 Compliance Document. Licensee also agrees to the conditions set forth in the Compliance Document attached to this License as Exhibit B.

1.2.3 Responsibility. Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons entering, using and occupying the Facility under this Agreement, including, without limitation, protecting such person from injury or death and protecting County's property and the property of such persons from loss or damage.

1.2.4 **Liability.** Licensee assumes all liability for the cost of replacing or repairing any damages to the Facility, including damages to furniture or equipment.

1.3 **Cancellation.**

1.3.1 **Refund of Rental Fee.** Refund of the Rental Fee will be subject to:

(i) receipt of notice of cancellation at least forty-eight (48) hours prior to the start of the Event.

(ii) review of the Facility, and approval of the condition by County, if Licensee has accessed the Facility prior to the planned Event.

1.3.2 **Refund of Janitorial and Utility Fees.** Subject to review of the Facility, and approval of the condition by County (if Licensee has accessed the Facility prior to the planned Event), Licensee will receive a refund of the Janitorial and Utility Fees upon cancellation.

1.3.3 **County Cancellation.** County government needs may preempt any other scheduled events. The County will make a good faith effort to avoid such conflicts, and will advise those who have secured approval for use of space as much in advance as possible if a conflict arises. If County cancels, Licensee will receive a full refund of fees paid.

1.4 **Compliance.** Licensee agrees to comply with all applicable terms and provisions of this License, the Policy, federal, state and local laws, rules and regulations. Licensee also agrees to inform all guests at the Event of the requirements and limitations of this License and ensure compliance of those guests.

1.5 **Emergency.** Licensee agrees to call 911 immediately in the case of any emergency, fire, flood, medical need, etc.

2.0 **TERM OF LICENSE**

2.1 **Term of License.** The License granted hereunder provides for actual use of the Facility for the Event for the time and date set forth in Section 1.1 of this License. Other occupation of the Facility shall only be as set forth in this License.

3.0 **PAYMENT TO COUNTY**

3.1 **Amount.** In consideration of the License granted hereunder, Licensee shall pay County as follows:

3.1.1	Rental Fee	\$ _____
3.1.2	Utilities	\$ _____
3.1.3	Janitorial	\$ _____

NOTE: [Could combine utilities and janitorial into one fee.](#)

3.2 **Other Costs.** In addition, Licensee shall provide, at its own additional expense and, if appropriate given the License scope, traffic control, garbage removal, as well as any security personnel through the employment of the necessary number of off-duty Travis County Sheriff's deputies, on or in the vicinity of the Facility during Licensee's use of the same as reasonably necessary to ensure the safety and integrity of the persons and property brought into the Facility for the purposes authorized under this Agreement.

3.3 **Invoice.** Licensee shall pay County the sum set forth in this Section 3.0 upon execution of this License (no less than forty-eight hours prior to the scheduled Event). If there are any expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

4.0 PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other governmental entities for use of the Facility under this Agreement.

5.0 COORDINATION WITH COUNTY

5.1 Licensee shall at all times obey the directions and commands of the Director of the Travis County Facilities Management Department or the designated representatives, the County Executive of Health, Human Services and Veterans' Services, or her designated representative, and the Travis County Sheriff and Sheriff's Office. In addition, Licensee shall cooperate and coordinate with any other licensees under similar license agreements with County. Any disregard of the directions of the above named County Official, Department Head, and/or his/her designated representatives shall be grounds for immediate revocation of the License granted hereunder.

6.0 INDEMNIFICATION

6.1 **INDEMNIFICATION.** LICENSEE DOES HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR (COUNTY), ITS AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEY'S FEES, OR EXPENSE OF WHATSOEVER TYPE OR NATURE ARISING IN WHOLE OR IN PART, OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUPPLIERS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE FACILITY, FOR WHICH A CLAIM, INCLUDING ATTORNEY'S FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION OR OTHER ENTITY AGAINST LICENSOR OR COUNTY.

7.0 NOTICES

7.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:

Name: _____

Address: _____

Phone: _____

If to County:

Center Contact: _____

Phone: _____

Address: _____

8.0 AMENDMENTS

8.1 This License may be amended only by written instrument signed by both County and Licensee. It is acknowledged by Licensee that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that specific authority by the Commissioners Court of Travis County.

9.0 MISCELLANEOUS

9.1 **Entire Agreement.** This Agreement represents the sole and entire Agreement between County and Licensee with respect to the subject matter and supersedes all prior negotiations, representations or agreements either oral or written.

9.2 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of County and Licensee and their respective successors, executors, administrators and assigns. This License is personal to Licensee, and Licensee may not assign, sublet or transfer its interest in or the obligations hereunder of this Agreement without the prior written consent of County.

9.3 **Law and Venue.** The property covered by this Agreement is located in Travis County, Texas, and all activities and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

9.4 **Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this agreement, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

9.5 **Authority to Sign.** The person or persons signing this Agreement, or representing themselves as signing this Agreement guarantees that the Licensee possesses the legal authority to enter into this Agreement do hereby warrant and guarantee that he, she or they have been duly authorized to sign this Agreement on behalf of those participating under the terms of this Agreement and to bind the Licensee validly and legally to all terms, performances, and provisions in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY

LICENSEE - _____

By: _____
Alicia Perez
Executive Manager
Administrative Operations Department
Date: _____

By: _____
Duly Authorized Representative
Printed Name: _____
Title: _____
Date: _____

LICENSEE - SPANSION

LICENSEE - AUSTIN FREENET

By: _____
Duly Authorized Representative
Printed Name: _____
Title: _____
Date: _____

By: _____
Duly Authorized Representative
Printed Name: _____
Title: _____
Date: _____

LICENSEE - ROUND 2 TECHNOLOGIES

By: _____
Duly Authorized Representative
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A

POLICY

EXHIBIT B

COMPLIANCE DOCUMENT

Licensee agrees to the following:

1. Tables, chairs and all portions of the Facility must be left clean and returned to the position in which they were found. Licensee must bring cleaning supplies (trash bags, mop, broom, cleaning supplies, etc.) to ensure the Facility is left clean.
2. Trash must be removed and left in the receptacle identified by County staff.
3. Use of the kitchen will be limited to ONLY the sink and ice maker. The appliances, stove, equipment and utensils are not for use.
4. Use of any other County equipment must be set forth specifically in this License.
5. Licensee CANNOT charge any fees for attendance at the Event.
6. NO ALCOHOL, WEAPONS OR SMOKING are allowed on the Facility premises, including the parking lot and all surrounding property.
7. Licensee will ensure that the lights are turned off and the door is locked upon departure.
8. To arrive no earlier than the time set forth in this License, and to leave no later than the time set forth in this License.
9. Money-raising activities are not allowed; no charge can be made for attendance at any event.
10. Private parties, religious services and political events are not allowed.
11. Children must be supervised by an adult at all times.
12. Firearms, smoking, alcoholic beverages, open flames, burning incense, and lit candles are not allowed.
13. Premises must be vacated by 10:00 p.m. All lights are to be turned off and the building locked and secured.
14. Parking is allowed only on designated paved areas.
15. Heating and air conditioning are not to be adjusted.
16. County equipment is not for public use.
17. User supplies and equipment must be removed immediately after the event and cannot be stored at the Facility.