

# Item 16



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 11, 2013

**Prepared By/Phone Number:** John Carr, 854-4772

**Dept. Head:** Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

**County Executive:** Leslie Browder, Planning and Budget, 854-9106

**Sponsoring Court Members:** County Judge Samuel T. Biscoe

A handwritten signature in blue ink, appearing to read "Roger El Khoury", with the initials "R.E.K." written below it.

### AGENDA LANGUAGE:

Consider and take appropriate action on license agreement to use the Granger Parking Garage at 313 West 12<sup>th</sup> Street as overflow parking for a wedding ceremony on Saturday, August 24, 2013.

### BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department received a request from Ms. Emily Cox for approval to use the Granger Parking Garage for overflow parking on Saturday, August 24, 2013. Ms. Cox's wedding will occur at the Central Christian Church across the street from the parking garage. Christopher Gilmore and Roxanne Bonner with the County Attorney's office prepared the appropriate license agreement to provide for the use of the garage. Mr. David Cox, father of the bride, has signed the draft license agreement and provided the appropriate proof of insurance coverage. Fee for the use would be the same as previously approved for another wedding in June 2011, which was \$10 for use of the garage on a Saturday afternoon.

### STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the license agreement for the Granger Parking Garage on August 24, 2013 as overflow parking for a wedding ceremony.

### ISSUES AND OPPORTUNITIES:

Facilities Management Department will have a security guard on duty (normally scheduled work shift) in the downtown campus during the hours that the wedding guests will be using the garage. The guard can easily monitor the garage for any problems during the ceremony in conjunction with his/her normal duties. The garage would normally be unused during this time frame and thus granting this approval would not have any negative impact on the County. This would appear to be an opportunity for the

County to help a citizen out on a day that by nature is already stressful for the parents of the bride.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

\$10 revenue in administrative fees for the license agreement.

**ATTACHMENTS/EXHIBITS:**

License Agreement

**REQUIRED AUTHORIZATIONS:**

Christopher Gilmore/Roxanne Bonner, County Attorney's Office

## **LICENSE AGREEMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TRAVIS       §**

**This License Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and David Cox, an individual residing in the State of Texas ("Licensee").**

**WHEREAS, County is the owner of the Granger Administration Building Parking Garage located at 313 West 12th Street together with the associated right-of-way (the "Parking Garage"); and**

**WHEREAS, Licensee desires to exercise certain rights and privileges in the Parking Garage in conjunction with the wedding ceremony of Licensee's daughter (the "Event") taking place at the Central Christian Church across the street from the Parking Garage on Saturday, August 24, 2013.**

**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:**

### **I. GRANT OF LICENSE**

**1.1 County hereby grants a License to Licensee to enter, use and occupy the Parking Garage for the purpose of providing parking spaces to wedding guests and invitees in conjunction with the Event on Saturday, August 24, 2013. As a condition to the granting of this License, Licensee shall leave the Parking Garage in as good a condition as when Licensee entered it, normal wear and tear excepted, as determined by existing County policy.**

**1.2 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Parking Garage under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.**

### **II. TERM OF LICENSE**

**2.1 The License granted hereunder is between approximately 2:00 p.m. and 7:00 p.m. on Saturday, August 24, 2013.**

### **III. PAYMENT TO COUNTY**

**3.1** In consideration of the License granted hereunder, Licensee shall pay County a fee in the amount of ten dollars (\$10.00), to be paid to the Travis County Treasurer.

**3.2** In addition, Licensee shall provide, at its own additional expense and to the extent the Director of the Travis County Facilities Management Department (the "FMD Director") believes necessary, traffic control, garbage removal, as well as any security personnel during Licensee's use of the Garage.

**3.3** Licensee shall be solely responsible for any and all expenses incurred by County in connection with Licensee's use of the Parking Garage, or with the License granted hereunder. County shall invoice Licensee for any such actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

#### **IV. COORDINATION WITH COUNTY**

**4.1** Licensee shall at all times obey the directions and commands of the Director of Facilities Management or his designated representatives and the Travis County Sheriff and Sheriff's Office, as applicable. Any disregard of the directions of the above named County officials, department heads, and/or his/her designated representatives shall be grounds for immediate revocation of the License granted hereunder. Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities, if any, for use of the Parking Garage under this Agreement.

#### **V. USE AND REPAIRS**

**5.1** Licensee shall not use the Parking Garage for any purpose other than that set forth herein. Further, Licensee shall repair or replace any damage to the Parking Garage caused by Licensee.

**5.2** LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PARKING GARAGE PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST LICENSOR (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. LICENSOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY LICENSOR AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN LICENSOR AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PARKING GARAGE.

## **VI. INDEMNIFICATION**

6.1 LICENSEE DOES HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, 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 GARAGE, 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.

6.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as Exhibit A and made a part hereof.

## **VII. 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:           David Cox  
                                  3614 Hunters Cliff  
                                  San Antonio, Texas 78230

If to County: Roger El Khoury, M.S., P.E.  
Director  
Travis County Facilities Management Dept.  
P.O. Box 1748  
Austin, TX 78767

## VIII. MEDIATION

8.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

## IX. AMENDMENTS

9.1 This Agreement 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.

## 10.0 NON-WAIVER AND RESERVATION OF RIGHTS

10.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

10.2 All rights of Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## XI. MISCELLANEOUS

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

11.2 This Agreement shall be binding upon and inure to the benefit of County and Licensee and their respective successors, executors, administrators and assigns. Neither County nor Licensee may assign, sublet or transfer its interest in or the obligations hereunder of this Agreement without the written consent of the other party hereto.

11.3 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.

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

TRAVIS COUNTY:

By:

\_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

LICENSEE:

By:

David Cox  
David Cox

Date: 4-17-2013

**EXHIBIT A**  
**CERTIFICATE OF LIABILITY INSURANCE**  
**(attached)**



CA Policy No. 83-BD-M210-9

6677-F123

FB-3293 (8/98)

ADDITIONAL INSURED - SPECIAL EVENT ENDORSEMENT (SECTION II)



Policy Number: 83-BD-M210-9

Named Insured: COX, DAVID & KAREN

Name of Additional Insured: TRAVIS COUNTY

314 W 11TH STREET STE 420 AUSTIN, TEXAS 78701 SOUTH EAST CORNER OF GUADALUPE AND 12TH ST

(Person or Organization)

Additional Insured Interest: WEDDING

Location of Event: 307 W 11TH STREET AUSTIN TX AUSTIN, TEXAS 78701

Coverage L Limit of Liability: \$1,000,000

Coverage period begins and ends at 12:01 A.M. Standard Time at the above designated location.

Effective Date: 8-24-13 Expiration Date: 8-24-13

The definition of insured in this policy includes the person or organization named above as an Additional Insured, but only with respect to bodily injury or property damage caused by the activities of the named insured in the use of the location designated above while it is rented by or leased to the named insured. This coverage is subject to the following provisions:

- 1. This coverage does not apply to bodily injury to any employee, or to property damage incurred by any employee, arising out of or in the course of the employee's employment by the Additional insured;
2. This coverage does not apply to bodily injury or property damage for which the Additional Insured may be held liable:
a. as a person or organization engaged in manufacturing, distributing, selling, or furnishing alcoholic beverages if such liability is imposed by reason of:
(1) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or
(2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol or which causes or contributes to the intoxication of any person;
b. as an owner or lessor of premises used for manufacturing, distributing, selling, serving or furnishing alcoholic beverages if such liability is imposed by reason of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;
3. This coverage does not apply to bodily injury or property damage arising from products manufactured, sold or distributed by the Additional Insured, including reliance upon a representation or warranty made at any time with respect to such products;
4. The Coverage L limit of liability shown above applies only:
a. for damages as may be covered under this endorsement; and
b. during the coverage period designated above;
5. We will not be liable for an amount greater than the above stated Coverage L limit of liability; and
6. There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply