



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 10, 2013

**Prepared By:** Kurt Nielsen **Phone #:** 512-854-7218

**Division Director/Manager:** Charles Bergh, Division Director Parks

**Department Head:** Steven M. Manila, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Consider and take appropriate action regarding a License Agreement with Preservation Austin for purposes of hosting a fundraising event on the Historic Moore's Crossing Bridge at Richard Moya Park on September 29, 2013 in Precinct Four.

### **BACKGROUND/SUMMARY OF REQUEST:**

Preservation Austin's vision and mission is preserving Austin's architectural and cultural past by not only protecting the city's important landmarks and historical fabric, but safeguarding its unique character as well.

The somewhere in time dinner consists of a casual sit-down dinner at an unexpected, historic location. Previous dinners have been held at the Texas Military Forces Museum at Camp Mabry, Oakwood Cemetery, and Boggy Creek Farm.

This event at Moore's Crossing will include a social hour with drinks (beer and wine only), buffet dinner, a silent auction, and presentations from the Travis County Historical Commission and the Historic Bridge Foundation on the history of the Moore's Crossing Community and the bridge itself (see attached request).

The event itself will be largely occurring after normal use hours of the park. Certificate insurance with Travis County listed as additionally insured will be provided for \$2,000,000. Servers for food and beverages will be provided by the catering company and will include TABC-certified staff for drink service.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of this licensing agreement.

### **ISSUES AND OPPORTUNITIES:**

In recognition of the fact that there is no established use fee for the bridge, and as part of the history and purpose of this event, Preservation Austin will donate a portion of their proceeds from the fundraiser to Travis County Parks for use in

preservation and interpretation of historical sites/events. This is a tremendous opportunity to feature a historic landmark that is in Travis County Parks.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Preservation Austin will reserve the two shelters closest to the bridge for the day of the event so that there will be minimal risk of another large event in the park.

**ATTACHMENTS/EXHIBITS:**

Licence Agreement  
Preservation Austin's Request

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	512-854-4239
Steve Manilla	County Executive	TNR	512-854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	512-854-9415
Charles Bergh	Division Director of Parks	Parks	512-854-9408
Caroline Wright	Event Coordinator	Preservation Austin	512-921-2255

**CC:**

Daniel Chapman	Chief Ranger	Parks	512-263-9114
Robert Armistead	Division Manager	Parks	512-854-9831
Kurt Nielsen	District Manager	Parks	512-854-7218
James Taylor	Supervisor	Parks	512-279-1227

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0101 - Administrative -

## Travis County Parks Special Event Checklist

**Name of Event:** Inherit Austin's Somewhere in Time

**Date and Time:** September 29, 2013, 6 pm-9 pm

### **Event Description:**

This is the fourth annual Somewhere in Time dinner hosted by Inherit Austin. The event is a fundraiser for Preservation Austin, the parent organization of Inherit Austin. Inherit Austin's mission statement is as follows:

*The purpose of Inherit Austin is to cultivate a new generation of Preservation Austin members by hosting social, cultural and educational events that appeal to young singles, married couples and families. We are committed to the same vision and mission as Preservation Austin--preserving Austin's architectural and cultural past by not only protecting the city's important landmarks and historical fabric, but safeguarding its unique character as well.*

The Somewhere in Time dinner consists of a casual sit-down dinner at an unexpected, historic location. Previous dinners have been held at the Texas Military Forces Museum at Camp Mabry, Oakwood Cemetery, and Boggy Creek Farm. The event at Moore's Crossing will include a social hour with drinks (beer and wine only), buffet dinner, a silent auction, and presentations from the Travis County Historical Commission and the Historic Bridge Foundation on the history of the Moore's Crossing Community and the bridge itself.

Inherit Austin considers these organizations, as well as Travis County Parks, our partners for the staging of this event. In recognition of the fact that there is no established use fee for the bridge, and as part of the history and purpose of this event, we will donate a portion of our proceeds from the fundraiser to Travis County Parks for use in preservation and interpretation of historical sites/events.

We propose to set-up tables and chairs for dinner on the Moore's Crossing Bridge, along with a bar area. We would also like to add temporary lighting to the bridge, with generators as necessary (with all equipment provided by us). While the event itself will be largely occurring after normal use hours of the park, we will need earlier access to the bridge to set-up equipment. We envision that equipment will be loaded in and out from the south end of the bridge, where there is road access, with the catering truck set-up there, as well. Tables will span a large section of the bridge, with the north section being utilized for open socializing and display of our donated silent auction items. Some of the presentations may occur in the field area below the bridge.

We will provide temporary Inherit Austin signage, following appropriate guidance/regulations at the entrances to the park and can provide volunteers to guide people from the various parking lots to the bridge. At the suggestion of Parks staff, we have previously reserved the two shelters closest to the bridge for the day of the event so that there will be minimal risk of another large event in the park.

**Sponsor:** Inherit Austin is seeking financial sponsors for the event. Sponsors as of the submission of this checklist are The Gill Agency and Cornerstone Lending. Additional sponsors will be of a similar nature.

**Contacts:**

**Event Co-Chairs:**

Caroline Wright (primary contact for Travis County Parks), 512-921-2255, [carolinelaverne@gmail.com](mailto:carolinelaverne@gmail.com);  
Eileen Gill, 512-217-0674, [eileenpgill@gmail.com](mailto:eileenpgill@gmail.com)

**Preservation Austin:**

Jacqui Schraad, Executive Director  
[jacqui@preservationaustin.org](mailto:jacqui@preservationaustin.org)  
P.O. Box 2113  
Austin, TX 78768  
512-474-5198

**Insurance:**

A certificate of additionally insured will be provided for our Umbrella Liability policy for \$2,000,000. This has been requested by Preservation Austin's Executive Director through the organization's agent with Gammon Insurance.

**Estimated Attendees:**

Previous dinners have had approximately 100 attendees. We are aiming for 150-200 attendees this year.

**Concessionaires/Vendors:** No food or beverage will be directly sold to attendees on site. Dinner and drinks (beer and wine) are provided as part of the purchase of the ticket. Catering will be paid for by Inherit Austin/Preservation Austin. We have not signed a contract with a caterer yet, but will use a local company. We can provide that information once a contract has been signed. Beer and wine will either be donated to or purchased for the event by Inherit Austin/Preservation Austin. Servers for food and beverages will be provided by the catering company and will include TABC-certified staff for drink service.

Tables, chairs, and other rental equipment are provided to Inherit Austin/Preservation Austin as an in-kind donation from Austin World of Rentals. Austin World of Rentals will deliver and pick-up equipment on the day of the event, and Inherit Austin volunteers will set-up the event.

**Special Requests:** Inherit Austin is aware that the park usually closes at dark and that alcohol is not usually allowed in park facilities. We are prepared to follow all necessary requirements regarding those special requests.

We would like to park a period car on the bridge as part of the event décor. The car would be moved onto the bridge during set-up and moved off after the event, and would not be moved while people are occupying the bridge.

Our rental vendor has also enquired about the possibility of driving their delivery truck onto the bridge to facilitate the movement of tables and chairs.

We have discussed renting a portable toilet to place at the southern end of the bridge, so that some of our patrons do not have to travel as far to reach the park restrooms. We are happy to do that if the county thinks it's appropriate for the number of guests we hope to have. We are also happy to provide trashcans for use of the caterers on the bridge and our volunteers will assist in cleaning up the bridge fully at the close of the event.

**Site Visit:** Members of our committee met with Travis County Parks staff in May to discuss logistics of the event. We are happy to have additional meetings as deemed necessary.

# MultiCover<sup>fl</sup> - CG 71 58 12 07

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

## 1. Broadened Named Insured

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:
  - a. There is no other similar insurance available to that organization; and
  - b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
  - c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

(3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

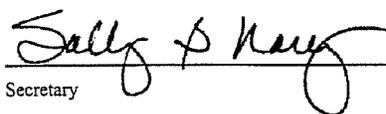
## 2. Additional Insured

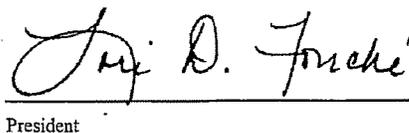
SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for **bodily injury, property damage** or **personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:

- (1) You and such person or organization have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;
- (2) The **bodily injury, property damage** or **personal and advertising injury** for which said person or organization is held liable occurs subsequent to the execution of such **insured contract**;

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies<sup>®</sup> as named in the policy

  
Secretary

  
President

- (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;
- (4) Such person or organization is an insured only with respect to:
- (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (b) Your ongoing operations performed for that insured;
  - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
  - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**;
- (5) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:
- (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
  - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on

behalf of the additional insured at the site of the covered operations, has been completed;

- (c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
  - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (6) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
  - (b) Supervisory, inspection, architectural, or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.e. does not apply to such person or organization.

### 3. Additional Insured - Vendors

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

- f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury** or **property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:

- (a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) **Bodily injury or property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering

into, accompanying or containing such products.

However, if an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.f. does not apply to that person or organization.

#### 4. **Additional Insured - Limited Primary and Non-contributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover<sup>fl</sup> endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance. This provision does not apply to other insurance to which such additional insured has been added as an additional insured.

#### 5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

- 8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation
  - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.
  - b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 120 Days**

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

- b. 120 days before the effective date of cancellation if we cancel for any other reason.

7. **Liberalization**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added as an additional Condition:

**Liberalization**

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

- 1. Rented to you;
- 2. Temporarily occupied by you with the permission of the owner; or
- 3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. **SECTION III - LIMITS OF INSURANCE**, item 6., is deleted and replaced by the following:

- 6. Subject to 5. above, the Damage to Premises Rented To You Limit shown

in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, 4. Other Insurance, b. Excess Insurance, (1), items (b) and (c), are deleted and replaced by the following:

- (b) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. **SECTION V - DEFINITIONS**, 9. **Insured Contract**, item a., is deleted and replaced by the following:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
  - a. the actual cash value of the damaged automobile as of the time of the loss; or
  - b. the cost of repairing the damaged automobile; or
  - c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and
6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

- (1) **Personal and advertising injury:**

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. **Expected or Intended Injury**, is deleted and replaced by the following:

a. Expected or Intended Injury

**Bodily injury or property damage** expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

17. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. Supplementary Payments - Increased Limits

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

- (1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

- (a) You, if you are an individual;
- (b) Your partner or member, if you are a partnership or joint venture;
- (c) Your member, if you are a limited liability company;
- (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

- (2) To the extent possible, notice should include:

- (a) How, when and where the **occurrence** or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. Non Employment Discrimination Liability

Unless **personal and advertising injury** is excluded from this policy the following applies:

- A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination.**

- B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

- C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

- p. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
- q. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;
- r. **Discrimination**, if insurance thereof is prohibited by law; or
- s. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**

21. **Medical Payments**

Unless **COVERAGE C MEDICAL PAYMENTS**, or the **products-completed operations hazard** has been excluded from this policy the following applies:

- A. SECTION I - COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, 2. Exclusions, item f., is deleted and replaced by the following:

- f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

- B. Section I - COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, is amended to include item 3. as follows:

- 3. **Limit of Insurance**

The Medical Expense Limit of Insurance shall be the greater of:

- a. \$20,000 Any One Person; or
- b. The amount shown in the Declarations.

**LICENSE AGREEMENT**

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Preservation Austin, a Texas non-profit corporation ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that Travis County park known as Richard Moya Park (the "County Park") for the purpose of holding the "Somewhere in Time Dinner", Inherit Austin's non-profit fundraiser for preserving Austin's architectural and cultural past (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

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 and its invitees, independent contractors and agents to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include Moore's Crossing Bridge, those roadways, trails, and park areas, restroom and shelter facilities, and other park amenities in the licensed area, together with their associated rights-of-way. Closure of the park to the general public will not be necessary; however Moore's Crossing Bridge, a pedestrian bridge, will be closed to the public for the Event.

1.2 The License includes the right to bring onto the County Park and to utilize thereon independent contractors and suppliers, personal property, materials and equipment during the term of the License. Solely for the duration of the License Term, as defined below, the License also includes the right to bring alcoholic beverages into the County Park and to consume such beverages during the Event, an exception to the Travis County Park Rules currently in effect. Such permission shall terminate automatically upon conclusion of the License Term. **The Licensee agrees to the temporary park rule in place "Prohibiting Wood Fires" due to the extreme fire danger.**

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park 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.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of park neighbors.

## II. TERM OF LICENSE

2.1 The License is granted from 3:00 p.m. Sunday, September 29, 2013 until 10:00 p.m. Sunday, September 29, 2013 (the "License Term"). The License Term expressly includes the right to remain in the County Park beyond normal operating hours, an exception to current Travis County Park Rules. Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

### III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall be required to pay all County Park entry fees (if any), and all normal and customary fees charged to the public for shelter rental.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Staff as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional 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).

### IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits, licenses or other authorizations required by the City of Austin, TABC, the Lower Colorado River Authority, or other governmental entities.

### V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives, if TNR representatives, in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event. Licensee shall be responsible for contacting Kurt Nielsen, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Except as provided herein, Licensee and its agents shall at all times follow the Travis County Parks Rules, including the prohibition against glass containers and fireworks. TNR staff shall provide a copy of all Travis County Park Rules to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee, at its sole cost and expense, shall repair or replace any damage to the County Park caused by Licensee or any person entering the County Park in connection with the Event.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

## VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

## 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.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

XI. NOTICES

11.1 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:                      Preservation Austin, Inc.  
   Jacqui Schraad  
   P.O Box 2113  
   Austin, Texas 78768  
   512-921-2255

If to County:                              Honorable Samuel T. Biscoe (or successor in office)  
   Travis County Judge  
   P.O. Box 1748  
   Austin, Texas 78767

   And:                                      Steven Manilla  
      Executive Manager  
      Travis County Transportation and  
      Natural Resources Department  
      P.O. Box 1748  
      Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 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 someone appointed by the Court having 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 Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 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.

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:

PRESERVATION AUSTIN, INC.  
a Texas non-profit corporation

By:           *Jaqueline Schraad*            
Jaqui Schraad,

Title: Executive Director

Date: 8-22-13

**EXHIBIT A**

**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> William Gammon Insurance A Higginbotham Company 1615 Guadalupe Austin TX 78701		<b>CONTACT NAME:</b> Ruth Troast <b>PHONE (A/C No. Ext):</b> 512-477-6745 <b>FAX (A/C No.):</b> 512-469-0443 <b>E-MAIL ADDRESS:</b> genmail@gammoninsurance.com	
<b>INSURED</b> Preservation Austin, Inc. P. O. Box 2113 Austin TX 78767		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> American Automobile Insurance Compa	<b>NAIC #</b> 21849
		<b>INSURER B:</b> Hartford Underwriters Ins Co	30104
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1125078143                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INBR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		891MXG80948824	2/22/2013	2/22/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		891MXG80948824	2/22/2013	2/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CGU00024313793	2/22/2013	2/22/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	55WECGH0686	4/21/2013	4/21/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER**                      **CANCELLATION**

Travis County Attn: Tenley Aldredge, Asst. County Attorney 314 W. 11th Street Austin TX 78701	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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