

INTERLOCAL AGREEMENT IN THE FORM OF A  
LICENSE AGREEMENT

STATE OF TEXAS           §  
                                      §  
COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County") and the City of Austin, a Texas home-rule city and municipal corporation and Travis County ("Licensee" or "City").

WITNESSETH

THAT WHEREAS, County is the owner of that certain real property, including all improvements constructed or located thereon, having a street address of The Maurice Moore Building, 3800 Hudson Bend Road, Austin, Texas 78734, and locally known as the West Command Center (the "Property"); and

WHEREAS, Licensee desires to exercise certain rights and privileges on a portion of the Property, specifically, the right to occupy Room B100 in the lower level of the Property and space to park one ambulance in the lower level of the Property in connection with Licensee's normal and customary operations, and County desires to grant such permission to Licensee under the terms and conditions set forth herein.

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

1.1   County hereby grants a License to Licensee, its officials, employees, and agents to enter and use those areas of the Property labeled "ATCEMS" (for Austin-Travis County Emergency Medical Services, the familiar name of the City's Emergency Medical Services Department) and designated on Exhibit A, attached hereto and made a part hereof for all purposes (the "Licensed Premises"), together with reasonable access across the Property to the Licensed Premises, solely for the Permitted Use, as defined in paragraph 2.1, below (the "License").

1.2   Licensee agrees to make no structural changes to any portion of the Licensed Premises or the Property. Licensee agrees to leave the Licensed Premises and the Property in the same and as good a condition as when they were received, normal wear and tear expected, as determined by existing County policy. Licensee shall not install any furniture, movable trade fixtures or equipment in or on the Licensed Premises or the Property unless Licensee has obtained the prior written approval of the Director of

the Facilities Management Department ("Director") or his delegate. Removal of such items shall be performed in accordance with Section 6.0, below.

1.3 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Licensed Premises and access across the Property 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. Travis County is a Tobacco Free workplace, therefore, THERE SHALL BE NO SMOKING or TOBACCO PRODUCTS ON PROPERTY AT ANY TIME. This includes electronic cigarettes. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

1.4 At its own additional expense, Licensee shall provide, and ensure compliance with, its own policies and procedures during Licensee's use of the Licensed Premises as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Licensed Premises for the purposes authorized under this Agreement.

1.5 Licensee agrees to vacate the Licensed Premises during times requested by the Director as needed when the Property is being used a polling place for Travis County elections.

## 2.0 Use; Maintenance; Signage.

2.1 Licensee shall use the Licensed Premises for governmental purposes and other uses incidental and related thereto, by Licensee in the course of performing its normal and customary operations (the "Permitted Use"). Licensee shall not occupy or use the Licensed Premises, or permit any portion of the Licensed Premises to be occupied or used, for any business or purpose other than the Permitted Use. Licensee shall not use the Licensed Premises or permit the Licensed Premises to be used for any use or purpose that is unlawful in part or in whole. Licensee shall conduct its business in such a manner as not to create a nuisance to County or other licensees of the Property.

2.2 Licensee agrees to maintain the Licensed Premises in a clean, healthful and safe condition and to comply with all laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having jurisdiction of the Licensed Premises) with reference to the use, condition or occupancy of the Licensed Premises.

2.3 County grants Licensee permission to install signage in pre-approved, designated areas of the Property to inform Licensee's employees of the location of the Licensed Premises.

## 3.0 TERM OF LICENSE

3.1 The License is granted for a term of two years, commencing upon full execution of this Agreement (the "Term").

3.2 Licensee and Director may agree to a one (1) year extension of this Agreement upon the expiration of the Term.

#### 4.0 PAYMENT TO COUNTY

4.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County a License Fee in the sum of ONE DOLLAR AND NO/100 (\$1.00) per year. The License Fee shall be due annually on or before the Effective Date and each anniversary of such date for the duration of the License.

4.2 In addition, Licensee shall be solely responsible for performing all maintenance and custodial services in and on the Licensed Premises to ensure compliance with its obligations described in Section 2.0 above to the reasonable satisfaction of County. County reserves the right to charge Licensee County's actual costs incurred in the event Licensee fails to perform its maintenance and custodial obligations.

4.3 With respect to any additional expenses incurred by County in enforcing Licensee's obligations and limitations on use as set forth herein, or, on default of Licensee, arranging for performance of such obligations by the County or any third-party, 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).

#### 5.0 PERMITS

5.1 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 Property under this Agreement.

#### 6.0 REPAIRS

6.1 Licensee shall take good care of the Licensed Premises during the License Term and keep it free from waste and nuisance of any kind. Licensee shall repair or replace any damage to the Licensed Premises or the Property caused by Licensee, including any damage caused by the misuse or negligence of Licensee.

6.2 Upon termination of this License, Licensee shall deliver to County the Licensed Premises together with all keys to the Licensed Premises. Unless County otherwise agrees, any installed furniture, fixtures or equipment items must be removed by Licensee upon termination of this Lease in a good and workmanlike manner and Licensee

agrees to repair any damage resulting therefrom and to leave the Licensed Premises and the Property in as good a condition as they were in prior to the removal of the installed item, reasonable wear and tear excepted. Any such equipment or fixtures not removed shall become the property of County.

6.3 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY 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 COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (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. COUNTY 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 COUNTY 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 COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

## 7.0 CONTROL OF TRAVIS COUNTY; TERMINATION

7.1 Licensee shall at all times obey the direction and commands of the Director or his designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for County's immediate revocation of the License granted hereunder and termination of this Agreement.

7.3 In addition, County shall have the right to revoke the License and this Agreement shall automatically and immediately terminate if any of the following events occur: (i) Licensee fails in any manner to adhere to the terms of this Agreement, including timely payment of the License Fee; (ii) Licensee breaches this Agreement and fails to remedy the breach within thirty days (30) following receipt of County's written notice by certified mail to Licensee of the breach; (iii) County conveys or transfers the Property; (iv) the Travis County Commissioners Court determines that this License no longer serves the public interest or that it is no longer in the best interest of Travis

County to continue this License; (v) a governmental law, ordinance, regulation, or court order requires termination; or (vi) County and Licensee mutually agree to such termination.

7.4 Upon termination of this Agreement, Licensee shall remove or cause to be removed all equipment, vehicles and any other tangible personal property Licensee may have placed on the Property during the License Term.

## 8.0 LIMITATION OF LIABILITY

8.1 To the extent allowed by Texas law, the Licensee agrees that it is responsible to the exclusion of any such responsibility of the County for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

8.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) the health, welfare, or safety of persons, whether located on the Premises or elsewhere, or (ii) the condition, use or enjoyment of the building in which the Licensed Premises are located or any other real or personal property. Licensee shall immediately notify County of any release of any Hazardous Material on or near the Licensed Premises whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

## 9.0 NON-ASSIGNMENT OF RIGHTS

9.1 Licensee may not assign, sublet or transfer its interest in this Agreement or any portion or right thereof without the prior written consent of County.

## 10.0 AMENDMENTS

10.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

## 11.0 SAFETY

11.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

## 12.0 NON-WAIVER AND RESERVATION OF RIGHTS

12.1 No act or omission by County 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.

12.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County 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.

## 13.0 VENUE AND CHOICE OF LAW

13.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

## 14.0 NOTICES

14.1 Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

14.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Rey Arellano  
Assistant City Manager  
City of Austin  
P.O. Box 1088  
Austin, TX 78767

14.3 County Address. The address of Travis County for all purposes and all notices under this Agreement shall be:

Honorable Sarah Eckhardt (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

With copy to:

Roger A. El Khoury, M.S., P.E. (or successor)  
Director, Facilities Management Department  
P.O. Box 1748  
Austin, Texas 78767

14.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

#### 15.0 MEDIATION

15.1 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.

#### 16.0 SEVERABILITY

16.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

#### 17.0 ENTIRETY OF AGREEMENT

17.1 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, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, County and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

COUNTY:

Travis County

By: \_\_\_\_\_

Sarah Eckhardt

Travis County Judge

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

LICENSEE:

City of Austin

By: \_\_\_\_\_

Rey Arellano

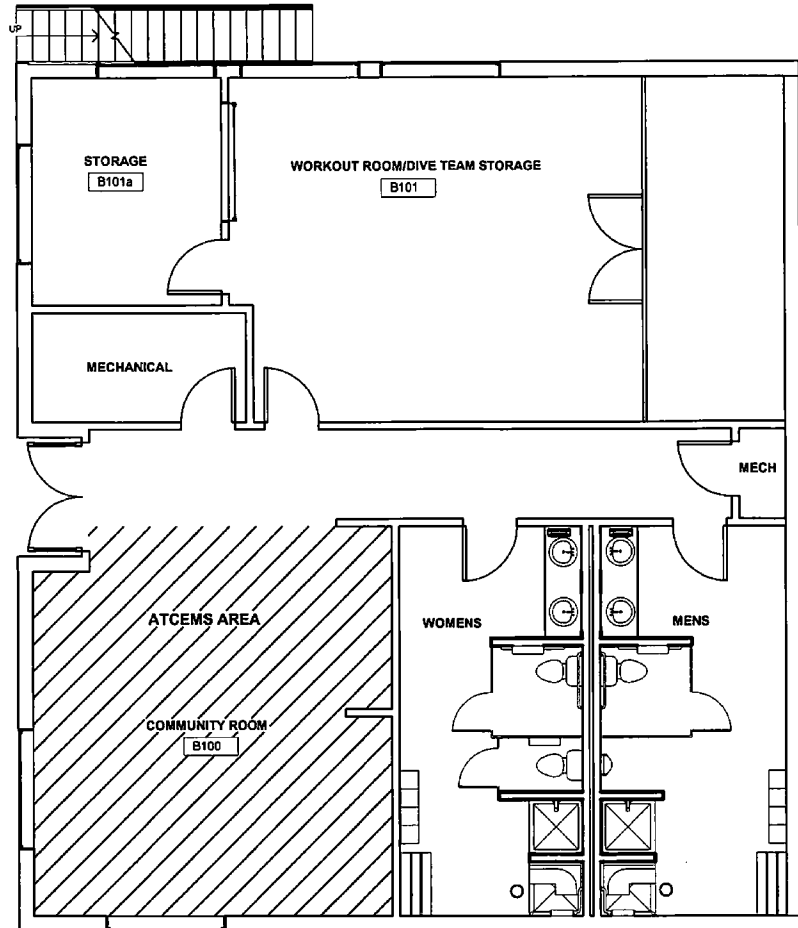
Assistant City Manager

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



# **Exhibit A** **Licensed Areas of the Property**

See below on page 9 for .PDF file titled: "ATCEMS License Agreement Exhibit A".  
The file is a copy of the licensed area's floor plan with the licensed area crosshatched.



**FACILITIES  
MANAGEMENT  
DEPARTMENT**



Roger A. El Khoury, M.S., P.E., Director  
700 Lavaca, Suite 1300  
P.O. Box 1748  
Austin, Texas 78701  
(512)854-9661

**WEST COMMAND**

3800 Hudson Bend

**TRAVIS COUNTY, TEXAS**

**SHEET  
NO.**

Basement  
Floor Plan

**A1**

SCALE: 1/16" = 1'-0"  
MARCH 28, 2018