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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute a License Agreement between Capital Area Rural Transportation System ("CARTS") and Hays County for use of the Courthouse inlets on Hopkins Street.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|---------------|-----------------|
| CONSENT | June 18, 2013 | N/A |

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|---------|------------|
| COBB | COBB | N/A |

SUMMARY

This License Agreement is an adaptation of Hays County's standard agreements for use of Courthouse Grounds. CARTS has expressed a desire to provide transportation for the general public between the hours of 7am and 6pm.

FILED: **06 18 13**
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 29072 VOL V PG 172



CAPITAL AREA RURAL TRANSPORTATION SYSTEM
2010 East Sixth Street, Austin, Texas 78702 / P.O. Box 6050, 78762
512.481.1011 / Fax 512.478.1110 / everyone@ridecarts.com

May 21, 2013

Michael Perkins, Legal Assistant
Civil Division
Hays County Criminal District Attorney's Office
712 S. Stagecoach Trl, Ste. 2057
San Marcos, TX 78666

RE: License Agreement, CARTS

Dear Ms. Perkins:

Enclosed please find a scan of the executed license agreement per your correspondence of May 17th regarding CARTS use of the inlets on the Hopkins Street side of the Courthouse as a Bus Stop.

If additional action is required, please let me know.

Thanks for your assistance.

Sincerely,



David L Marsh
General Manager
CARTS



LICENSE AGREEMENT FOR USE OF COURTHOUSE AREA

This License Agreement for Use of Courthouse Grounds is made and entered between Hays County, Texas ("the County") and Capital Area Rural Transportation System "CARTS" (hereinafter "Licensee"). The above-stated entities are hereinafter collectively referenced as "the Parties" or "the Parties to this Agreement."

WHEREAS, Licensee wants to provide a designated and convenient location in the Central Business Area of the City of San Marcos for providers of transportation to park and be available for use by the persons during the Activity Hours;

WHEREAS, Licensee wishes to make use of a portion along the Hopkins Street side of the Hays County Courthouse Area (hereinafter "the Courthouse Grounds"), located at 111 E. San Antonio, San Marcos, Texas 78666 in Hays County, Texas;

WHEREAS, the County, to promote a safe environment in the Central Business Area of San Marcos wants to grant a license for such purpose;

NOW, THEREFORE, the County and Licensee agree to the following terms, conditions, rights, and duties:

I. PURPOSE

The purpose of this Agreement is to enable Licensee to provide a designated and convenient location in the Central Business Area of the City of San Marcos for providers of transportation to park and be available for use by persons during the Activity Hours (the "Authorized Activity"); and to permit Licensee to place appropriate signage at the License Area.

II. GRANT OF LICENSE

The County hereby grants to Licensee a license to use that certain portion of land along the Hopkins Street side of the Hays County Courthouse Area located at 111 E. San Antonio, San Marcos, TX 78666 as shown on Exhibit "A", attached hereto and made a part hereof (the "License Area") for the purpose of conducting the Authorized Activity upon the premises, to have and to hold such license under the terms and conditions herein.

III. TERM AND HOURS

This agreement is effective beginning the date of the last signature below and shall continue until terminated by either Party pursuant to Section VII, below, (hereinafter "the Term"). During the Term, Licensee shall be granted use of the License Area for the Authorized Activity between the hours of 7 a.m. and 6 p.m. (herein "the Activity Hours"). The temporary license granted by the County under this Agreement is expressly limited to the Term and the Activity Hours cited above.

**IV.
CONSIDERATION**

The parties to this Agreement recognize that ample consideration exists to bind them to the terms and obligations contained herein.

**V.
MANAGEMENT**

Licensee shall be responsible for the management of the Courthouse Grounds during the Activity Hours of the Term. Licensee's management responsibilities shall include, but not be limited to: 1) ensuring that the License Area is secure and safe during the Activity Hours of the Term 2) ensuring that crowd control and other safety precautions are planned in advance of Licensee's use of the License Area 3) ensuring that any items, improvements, or personal property (including but not limited to vehicles) brought into or upon the License Area during the Term do not damage the Courthouse Grounds, 4) ensuring that any items, improvements, and/or personal property brought into the License Area during the Term are safe and secure, considering that the public shall have access to said items, improvements, and/or personal property, 5) ensuring that all activities and/or materials related to property use are properly and legally permitted by any governmental or private authority that has regulation powers over that activity or material, and 6) ensuring that all materials that are brought onto or left in the License Area during the Activity Hours, including all trash or litter, are removed before expiration of the Term.

**VI.
RIGHTS OF THE COUNTY**

The County reserves the following rights under this License Agreement: 1) to prohibit, terminate, restrain, or enjoin any activity in the License Area that is not a part of the Authorized Activity; 2) to use the License Area for a period not to exceed four (4) hours of any given day, after the provision of one (1) week's written notice to Licensee and 3) to require certain action(s) by Licensee that further the health, safety, legality, and security of the Licensed Area, Licensee's services and those individuals utilizing Licensee's services by providing written notice of that requirement to Licensee. Licensee recognizes the County's reservation of the above rights, and agrees to comply with the County's written assertion of rights under this Section.

**VII.
TERMINATION**

This Agreement may be terminated: (1) for the cause in the event that either Parties material breaches the terms of this Agreement or (2) on 120 days advance notice by either Parties to the other Party.

**VIII.
INSURANCE**

Licensee agrees to obtain, carry, and maintain, during the duration of the Term, Special Event Insurance, Commercial General Liability Insurance, or risk pool coverage in amount(s) sufficient to save, protect and insure Licensee (or, the County, if Licensee indemnifies the County under Section VIII, below) for the event(s) being held on the Courthouse Grounds. As determined by the County, liability coverage under this section shall be sufficient to insure against any claim, cause of action, or liability arising from the event(s) being held by Licensee. A copy of Licensee's liability insurance policy that will be used to insure Licensee under this Agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

IX.

CONTRACTUAL RELATIONSHIP; INDEMNITY

The County and Licensee are independent contractors under the terms of this Agreement. Nothing in this Agreement shall be construed to mean that Licensee is an agent or employee of the County, nor that the County is an agent or employee of Licensee. Neither Licensee nor the County will be liable for the actions of, or failure to act by, any employee, agent, volunteer, or officer of the other Party. Licensee will be responsible for investigating, handling, responding to, and defending claims and causes of action arising from any act, omission or failure to act by Licensee under this agreement. The County will be responsible for investigating, handling, responding to, and defending claims and causes of action arising from any act, omission or failure to act by the County under this agreement. Licensee recognizes that claims and/or causes of action may arise in relation to materials, items, or other objects that are brought onto the Courthouse Grounds by Licensee. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES MUTUALLY AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY AGAINST ANY CLAIM OF PREMISE LIABILITY, OR ANY OTHER CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY, ARISING UNDER THIS AGREEMENT.**

X.

MISCELLANEOUS

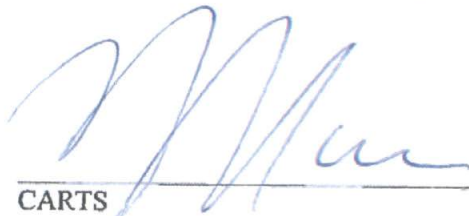
Licensee and County each make the following representations to each other as inducements to enter into this Agreement: (1) that it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder; (2) that the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code; (3) that it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement; (4) that the officer who signed this Agreement has the legal authority to sign documents on its behalf; and (5) that before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

The parties to this LICENSE AGREEMENT FOR USE OF COURTHOUSE AREA hereby agree to the terms and conditions cited above, as is evidenced by their signatures, or the signatures of their lawful representatives, below.



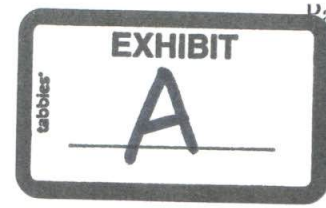
Hays County Texas, Licensor
By: Judge Bert Cobb, M.D.
County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

Date: 6-18-13

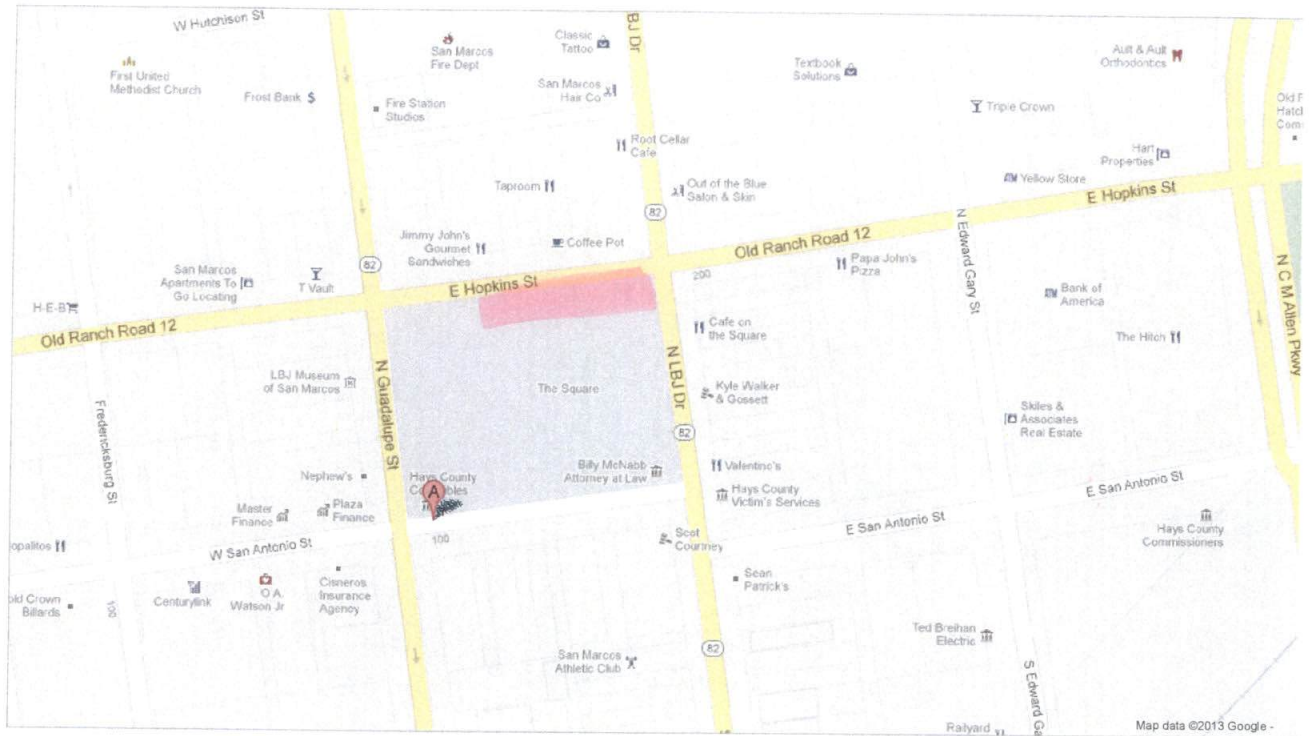


CARTS
By: Dave Marsh
General Manager
P.O. Box 6050
Austin, Texas 78762
512-505-5660

Date: 05 20 13



visible on the next to the map.





To see all the details that are visible on the screen, use the "Print" link next to the map.

