

**LICENSE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY**

This License Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as the “District”), a public health district established under Chapter 121 of the Texas Health and Safety Code, and WILLIAMSON COUNTY (hereinafter referred to as the “County”), a political subdivision of the State of Texas. District and County are herein referred to as the “Parties.”

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the “Members”) and re-designated as the Williamson County & Cities Health District; and

WHEREAS, the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County grants to the District a revocable license to use the real property located at 350 Discovery Blvd #102 Cedar Park, TX 78613 (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection.

4.4 To warrant and defend District in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this License Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this License Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

5.9 To make no alterations in or additions or improvements to the Facilities or maintain signs advertising the District on the Facilities without, in each case, obtaining the written consent of County.

5.10 To permit County to enter, inspect, and make such repairs to the Facilities as County may reasonably desire, at all reasonable times.

5.11 To maintain the routine hours of operation of 7:00 AM to 6:00 PM, Monday through Friday, and District access for special events, outreach services, and emergency response activities permitted 24 hours per day and all 365 days of the year. In the event the District's operating days and hours cause County to incur additional maintenance and janitorial costs, District shall be obligated to reimburse the County for such additional costs.

6. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6.2 The provisions of Article VI of the Cooperative Agreement, entitled Liability and Immunity, are fully and totally incorporated in this Agreement.

6.3 LIMITATIONS OF WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE FACILITIES, (C) THE SUITABILITY OF THE FACILITIES FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE FACILITIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE FACILITIES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE FACILITIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS

AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE FACILITIES, DISTRICT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE FACILITIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE FACILITIES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT THE LICENSE AGREEMENT OF THE FACILITIES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. DISTRICT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT DISTRICT TO USE THE FACILITIES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

7. TERMINATION AND SUSPENSION

7.1 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days’ written notice to District.

7.2 In the event of any default or breach by District, County has the right to terminate this Agreement for cause, upon thirty (30) days’ written notice to District.

7.3 District has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days’ written notice to County.

8. COUNTY’S ADMINISTRATOR AND PROPERTY MANAGER; NOTICE

8.1 The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County’s administrator and property manager. The County’s administrator and property manager shall also serve as liaison between the Williamson County Commissioners’ Court and the District.

County’s License Agreement administrator and property manager contact information is as follows:

Williamson County Facilities
Maintenance Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Email: facilities@wilco.org

For all requests for services or repairs which County is obligated to provide and perform under this License Agreement, District shall contact:

Williamson County Facilities
3101 S. E. Inner Loop

Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

8.2 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

District

Attention: WCCHD Executive Director
Derrick L. Neal (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, District and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

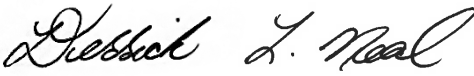
10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 1st day of September, 2021, and executed by its authorized representative.

DISTRICT

By: 

Printed Name: Derrick Neal

Title: Executive Director

Date Signed: 10/7/2021

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20____, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the License Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the License Agreement provisions, the License Agreement provisions shall prevail.