



## CONCORDIA UNIVERSITY TEXAS -- FACILITIES AND SERVICES AGREEMENT

This facilities and services agreement is made and entered into this 27 day of April, 2020 by and between CONCORDIA UNIVERSITY TEXAS, hereinafter called University and WILLIAMSON COUNTY hereinafter called Client. In recognition of the current COVID 19 pandemic and the stress and physical toll it is taking on Central Texas first responders, the University agrees to provide facilities and services as listed below and the Client agree to accept the use of the facilities and services in accordance with the terms and conditions listed below. Concordia University Texas reserves the right to change the facilities or services agreed to in the contract at Concordia's sole discretion. All efforts will be made to provide the Client with equivalent facilities/services in every case involving a change. University academics and activities take priority.

### 1. SPECIAL CIRCUMSTANCES—COVID 19

**WHEREAS** Concordia University is committed to supporting the Central Texas community and our first responders during this unprecedented time in our nation's history. By offering the use of our facilities at no charge to the Client's uniformed EMS first responder members (occupants), we hope to provide a safe and comfortable place for them to rest during their service to the community.

**THEREFORE**

- a. Client shall identify a single liaison for communicating all issues related to COVID-19.
- b. Client shall provide daily reports to University regarding number of Client occupants and results of regular health screenings
- c. Client shall notify University if Client occupants test positive for Covid-19 immediately and no longer than three hours after the Client occupant's receipt of test results.
- d. Upon notification of a positive test for COVID-19, Client occupant shall not return to campus. Client liaison shall be responsible for removing personal items of the Client occupant within 12 hours of receipt of test results.
- e. Client occupants shall not dispose of Personal Protective Equipment (PPE) on the Concordia campus
- f. Client occupants shall maintain social distancing with themselves and with members of the Concordia community.
- g. Client understands that upon receipt of a positive COVID-19, Concordia may communicate certain information regarding the positive test in order to remain compliant with regulatory requirements and/or to protect the Concordia community.
- h. Client will prioritize usage of the facilities among its workforce.
- i. Client shall notify the occupants of the terms of this agreement (applicable to their use of the facilities).

### 2. FACILITIES AND EQUIPMENT

This Agreement is written to cover the terms and conditions of use of University facilities and services by the Client and is based on a first come, first serve basis. The University's total, currently available dorm space (128 total dorm rooms).

The University will provide the following facilities, as follows:

- A. Dorm Room Facilities: Each room is equipped with two beds, two dressers, one shelving unit, two closets, two desks, microwave, mini fridge, two sinks and full bath, electricity, water, and WIFI/Internet access. While there is room for two occupants, each room will be reserved for and used by only a single occupant.
- B. Inspect for room damage and replenishment of standard supplies. University will not provide housekeeping services during the Client occupant's stay. In the event that the occupant needs an additional supply of toilet paper, trash bag, and soap. Client will notify the University coordinator to deliver the supplies via a no-contact process. Client is solely responsible for the cleaning of surfaces, bathrooms, and fixtures upon occupant checkout and prior to next occupant stay.

**2. TERM**

- A. The term of permitted facility use shall be from April 27, 2020 to May 31, 2020 (the "Term").
- B. Any renewal of this agreement must be agreed to by both parties in writing.

**3. FINANCIAL ARRANGEMENTS**

- A. There is no charge for occupants' use of the facilities and services listed above during the Term:
  - a. Check-in is at   1  pm and Check-out is at   11  am., but University will work with Client to try to accommodate occupant schedules. University campus gate keeper will distribute room keys and control access to the campus. Occupants may park a vehicle on the campus during their stay.

Type of Room	Fee Per Day	Occupancy
Dorm	\$0	Single

- b. Client shall pay a deposit of \$1,000.00 due at signing of this agreement to cover any occupant damages. This deposit shall be refunded to Client at the end of this agreement, providing there is no damage to the University facility as described in section 6.
    - c. A non-refundable fee of \$125.00 will be assessed for lost room keys and \$25.00 will be assessed for lost ID cards. In the event there is a fee assessed for lost room keys or ID cards, the fee will be taken from the \$1000 deposit described in 3.A.b.

B. Failure to Pay: Client agrees that if it fails to pay the charges or any part thereof in accordance with this Agreement, or if Client violates any other provisions of this Agreement, all remaining obligations of the University shall, at the University's option, cease and be terminated upon written notice mailed to the last known address of Client. In any case, all amounts owing to the University hereunder which are more than sixty (60) days past due shall be subject to a service charge of 1 ½ percent per month, constituting an annual percentage rate of 18%. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall authorize, require or demand the payment of any interest in excess of the highest rate allowed by law.

C. Client shall reimburse the University for all collection costs, including attorney's fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instigated. In the event suit or action is instigated to enforce compliance with this Agreement, including but not limited to the collection of any sums due, the University shall be entitled to such sum as the trial action.

**4. CONCORDIA SPONSORSHIP/GRANT**

- A. University is seeking a grant to cover or defray the expenses associated with the Client's use of the facilities and services herein. The Client agrees to reasonably cooperate with the University to facilitate securing the grant.
- B. Client will cooperate with the University to the extent that the University needs any information from Client for purposes of communicating with or satisfying its reporting obligations to the U.S. Department of Education, the Higher Education Coordinating Board of Texas, or any other governmental agency or accreditor.

## **5. INSURANCE**

- A. Client shall provide liability insurance during the Term for itself and all occupants, including damages or destruction of the facilities with limits of not less than \$1,000,000.00 for each person and \$3,000,000.00 for each single occurrence of bodily injury or death (including claims based on pandemic or coronavirus exposure/contraction), and \$100,000.00 for each single occurrence for injury to or destruction of property.
- B. The University is to be named additional insured on that policy. Client shall provide the Scheduling and Events Office with a certificate of said insurance no less than five (5) days before the beginning date appearing in paragraph 1 hereof. The University must be given notice of cancellation and/or modification of said insurance.

## **6. INDEMNITY AND DAMAGES**

- A. Client agrees that all occupants are under the direct and complete supervision and control of Client. As such, Client is exclusively liable for all damages resulting from its utilization of the facilities and services provided by the University, beyond normal wear and tear of the premises. This Agreement do not require the University to relinquish control of its facilities and services to Client. The University retains the right to require Client, or any of its participants, to leave the premises if the University deems it as necessary.
- B. The University assumes no responsibility for loss or theft of personal property, or damage to personal property of Client or any of its participants. Client shall defend, indemnify and hold harmless the University, its officers and employees, against all claims for loss, death, injury and damage to persons or property, including claims of occupants/employees of Client or its agents, arising out of use of the facilities and activities conducted by Client or its occupants on University premises. The University assumes no liability whatsoever for any property placed by Client or occupants in University buildings or on University premises.
- C. University shall defend, indemnify and hold harmless the Client, its officers and employees, against any and all third party claims for loss, injury and damage to persons or property, including claims of employees of University or its agents, arising out of misconduct or grossly negligent conduct by University while Client is on the premises, except for and excluding any claims based on COVID 19 sickness, exposure or contraction.
- D. In the event a Client occupant damages University facility beyond normal wear-and-tear, Client will forfeit deposit and may be held responsible for any additional costs to remedy the damage.

## **7. MISCELLANEOUS**

- A. This Agreement shall be governed by the laws of the State of Texas.
- B. Client is required to adhere to all University policies, regulations, guidelines, and all local, state, and federal laws concerning health and safety. Failure to comply with these regulations may result in forfeiture of using University facilities and services, or in termination of this Agreement.
- C. The University may exercise the following rights:

- a. To enter any room for the purpose of inspection, repair, or emergency.
  - b. To revoke the campus privilege including residency in or utilization of any of its buildings or any occupant whose conduct, solely in the University's opinion, becomes injurious to the Concordia community.
- D. Client will not use the name *Concordia University Texas* in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor of, or is in any other way affiliated with, the user group. The only exception will be in the form of written approval to do so, granted by an authorized University official. The University's name may only be used for reference of facility location, and must be used in its legal form, *Concordia University Texas*
- E. In the event that University dorm rooms, buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this Agreement impractical or impossible, Client shall be obligated to the fees stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstance. Client hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this Agreement.
- F. The Client may not assign this agreement.
- G. This agreement is not binding until countersigned by the University. The University will honor its terms, rates for charges, and availability of facilities and services for fourteen (14) days from the date of mailing this agreement. After that, it will be subject to change and availability.

## 8. FORCE MAJEURE

- A. Any delay or failure of performance of either party to this Agreement shall not constitute a breach or default of the Agreement, or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the control of the party affected, including, but not limited to, acts of governmental authorities; a declared flu epidemic/pandemic or mandatory closure due to illness; the discovery of materially different site conditions; fire; explosions; accidents; riots, floods; strikes; lockouts; changes in laws, regulations, or ordinances; or actual, threatened, or suspected acts of governmental regulation, terrorism, war, rebellion, sabotage or similar hostilities, which cause the suspension or restriction of travel, a reasonable reluctance to travel (generally or to a particular location), or suspend, restrict, materially affect, or cause a reasonable fear of a necessary daily activity, such as eating, drinking or breathing. In the event that a party intends to invoke this force majeure provision, that party shall provide prompt notice to the other party as soon as possible after the occurrence of the event giving rise to the claim of force majeure.

## 9. ADDITIONAL PROVISIONS

- A. Entry into the preserve adjacent to the University is strictly prohibited by Federal law. Violation of this restriction may result in the expulsion of the organization from the campus with no refund of any full or partial payments.
- B. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.
- C. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments

shall be paid by The Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- D. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying The Client's rights.
- E. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, The Client will only be liable for its pro rata share of services rendered and goods actually received.
- F. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- G. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Each person signing this agreement warrants and represents that he or she has been duly authorized and acts on behalf of the Client or the University, as applicable

We, the undersigned, do hereby enter into this agreement, as witnessed by our signatures below.

CONCORDIA UNIVERSITY TEXAS

WILLIAMSON COUNTY

By:   
\_\_\_\_\_  
CTX Authorized Signature

By: Judge Bill Gravell Jr.  
Judge Bill Gravell Jr. (May 5, 2020)  
\_\_\_\_\_  
Client Authorized Signature

Name: Kristin Coulter

Name: Judge Bill Gravell Jr.

Title: Vice President of Partnerships

Title: County Judge

Date: 4/27/20

Date: May 5, 2020

UNIVERSITY INFORMATION:  
Concordia University Texas  
Conference and Event Services Office  
11400 Concordia University Drive  
Austin, TX 78726  
Phone: 512-313-4176

CLIENT MAILING ADDRESS AND CONTACT INFORMATION:  
(please correct as necessary)  
NAME:  
CONTACT:  
ADDRESS:  
CITY ST ZIP:  
Phone:  
E-mail:

# Agenda Item #23 5-5-2020 (Concordia Facility Agreement)

Final Audit Report

2020-05-05

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