

**LICENSE AGREEMENT
BETWEEN
BLUEBONNET TRAILS COMMUNITY MHMR CENTER
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 Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services (hereinafter referred to as the “BTCS”), a Texas Local Mental Health Authority, and Williamson County, Texas (hereinafter referred to as the “County”), a political subdivision of the State of Texas. BTCS and County are herein referred to as the “Parties.”

The Parties hereby agree as follows:

1. PURPOSE

1.1. The Parties recognize the importance and need for a program to provide and furnish public mental health crisis programs for residents of Williamson County. In furtherance of the Parties’ provision and furnishing of such public mental health crisis programs and in consideration of the public purpose related thereto, County grants permission to the BTCS to use the real property identified herein as the “Facilities”, where such Facilities will be used for a 24-Hour Law Enforcement (LE) Triage Center and a 23-Hour Observation Center. The Facilities will provide a safe and ADA compliant location to stabilize individuals in crisis and provide an appropriate spot for law enforcement to bring individuals in need of care.

2. TERM

2.1. The initial term of this Agreement shall be for five (5) years from the Effective Date hereof. After that initial term, this Agreement shall automatically renew for successive terms of one (1) year each with such renewals to occur on or before the expiration date of the preceding term.

2.2. It is understood and expressly acknowledged by the Parties that **Subsection 2.1** is subject to the provisions for early termination contained in **Section 6** herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with said section, and that such termination may be effected at any time during the initial term or any successive renewal terms.

3. OBLIGATIONS OF COUNTY

3.1 The County grants to the BTCS a revocable license to use the real property located at 107 Holly Street, Georgetown, Texas (the “Facilities”) for the provision of BTCS’ services that are needed to accomplish the purpose of this Agreement, which is further depicted in the sketch attached hereto as **Attachment 1**.

3.2 The County will provide routine maintenance and repairs arranged through the Williamson County Facilities Maintenance Division, as identified herein. The BTCS 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.

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

3.4 County will maintain all safety and security monitoring which County determines is necessary in relation to the Facilities.

3.5 To warrant and defend BTCS in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

3.6 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 BTCS.

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

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

4. OBLIGATIONS OF BTCS

4.1 BTCS agrees to maintain and pay the costs and fees for telephone and internet ("fiber") services to the Facilities in accordance with BTCS usage, as well as pay all costs associated with BTCS' Information Technology equipment, management and support.

4.2 BTCS agrees to maintain, provide and pay the costs and fees for all janitorial services in the Facilities and dispose of all trash in the outside trash bin provided by County or County's trash collection vendor.

4.3 BTCS 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.

4.4 If any portion of the Facilities breaks down or for any cause ceases to function properly, the BTCS will notify the County through the Williamson County Facilities Maintenance Division, as identified herein, to request a repair and coordinate needed repairs and associated costs.

4.5 BTCS 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.

4.6 If this Agreement is terminated by BTCS for cause or convenience under the provisions herein, then BTCS shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement, reasonable wear and tear excepted.

4.7 Maintain at all times during any term of this License Agreement, at BTCS'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. BTCS's property will not be covered by any hazard insurance that may be carried by County. The BTCS assumes the risk of loss on all contents of the Facilities owned by the BTCS, excluding the building structures and improvements owned by the County.

4.8 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public mental 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.

4.9 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.

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

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

5. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

5.1 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.

5.2 LIMITATIONS OF WARRANTIES. BTCS 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 BTCS 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. BTCS FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE FACILITIES, BTCS IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE FACILITIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. BTCS 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.

BTCS 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”. BTCS ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT BTCS TO USE THE FACILITIES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

6. TERMINATION AND SUSPENSION

6.1 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 BTCS.

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

6.3 BTCS 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.

7. COUNTY’S ADMINISTRATOR AND PROPERTY MANAGER; NOTICE

7.1 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 BTCS.

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, BTCS 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

7.2 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:

BTCS

Bluebonnet Trails Community Services
Attention: Andrea Richardson | Executive Director
1009 North Georgetown Street
Round Rock, Texas 78664-3289

Williamson County

Williamson County Judge
Judge Bill Gravell, Jr.
710 Main Street, Suite 101
Georgetown, Texas 78626

8. DISPUTE RESOLUTION

8.1 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, BTCS 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.

8.2 BTCS 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.

9. MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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.

9.3 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.

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

9.5 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.

9.6 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.

9.7 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.

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

9.9 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.

9.10 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 County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County budget for the fiscal year in question. County may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

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

9.16 Effective Date. This Agreement is made to be effective as of March 1, 2022.

Approved and executed by the Parties' authorized representatives set forth below.

**Bluebonnet Trails Community MHMR Center
d/b/a Bluebonnet Trails Community Services**


By: 

Printed Name: Andrea Richardson

Title: Executive Director

Date Signed: February 2, 20 22

Williamson County, Texas

By: 
Bill Gravell (Feb 8, 2022 13:51 CST)
Bill Gravell, Jr., County Judge

Date Signed: Feb 8, 2022, 20 22

Attachment 1

Sketch of Facilities

