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no action taken



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

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DATE: 09/17/2024

SUBJECT: CONSIDERATION OF SHORT-TERM RESIDENTIAL GUEST LICENSE AGREEMENT WITH ZILKER PROPERTIES OF AUSTIN FOR THE HOUSING OF A TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE LIAISON FOR THE 89TH LEGISLATIVE SESSION

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Short-Term Residential Guest License Agreement with Zilker Properties of Austin for the housing of a Tarrant County Criminal District Attorney's Office liaison for the 89th Legislative Session.

BACKGROUND

During each legislative session, the Tarrant County Criminal District Attorney's Office (CDA) sends a legislative liaison to Austin, Texas. Engaging in a short-term property lease allows a cost-effective alternative to hotel expenses and facilitates easier access by the liaison to the Legislative Session allowing for greater flexibility and convenience.

On July 12, 2022, the Commissioners Court, through Court Order #138555, approved the most recent Residential Lease with Craig Parude, authorized agent for Bedrock Strategy, a Texas LLC for Condominium #1408 in Austin, Texas.

The condominium previously used is no longer available for a short-term lease. As a result, the CDA's Office is seeking to lease a different property for the 89th Legislative Session.

With approval of the attached license agreement, the CDA's legislative liaison will be provided with lodging for attendance at the 89th Legislative Session.

The term of this lease agreement is from January 10, 2025 through June 8, 2025.

The Criminal District Attorney's Office has approved this License Agreement.

FISCAL IMPACT

The total lease amount of \$20,036.93 will be expensed from the following two (2) accounts:

- 531011/10000-2025/4510300000 - \$15,000.00
- 531011/ D8700-2025/4510300000 - \$5,036.93

SUBMITTED BY:	Criminal District Attorney	PREPARED BY: APPROVED BY:	Polly S Maxwell
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Zilker Properties OF AUSTIN

Short Term Residential Guest License Agreement

1. PARTIES: The parties to this agreement (the License Agreement) are the Property Manager and/or Owner and the Licensee/Guests:

Property Manager/Owner: VacationCake Rentals LLC

Address: 1709 Bluebonnet Lane

City/State/Zip: Austin, TX, 78704

Phone: 512-900-8247

Email: stay@zilkerproperties.com

Licensee/Guests: Tarrant County

Address: 401 West Belknap

City/State/Zip: Fort Worth, Texas 76196

Phone: 817-884-1400

Email: AMDurfee@tarrantcountytexas.gov

2. PROPERTY: Property means the residence described below, improvements, its fixtures, and the non-real estate items described below, except for any exclusions described below.

Property Address: 810 Ethel St, Austin, TX 78704

While care and effort is taken to list the property in its current condition, landscaping, furniture, and other items in photographs may have changed, be replaced, or updated as necessary or determined by Property Manager/Owner.

3. TERM: This Short-Term Residential License Agreement will continue for the following term:

Check In: Friday, 01/10/2025 at 04:00 PM

Check Out: Sunday, 06/08/2025 at 11:00 AM

Nightly Number of Guests: 1

Early arrival and late Check Out time MAY be available, subject to availability and at the sole discretion of Property Manager. The Check Out time is stated above and an unapproved late Check Out may result in a penalty equal to the rate of the Use Fee for one night if it impacts housekeeping and rentability scheduling.

4. FEES AND PAYMENTS:

Taxes and Costs: Any applicable Occupancy Taxes shall be charged at the city and state mandated rate of 17% for all taxable stays. Additionally, Licensee agrees to pay all fees outlined below. Daily maid service is not included.

Violations: Violations are set forth in this License Agreement and any breach of a Violation, as stated herein, may incur a penalty.

Security/Damage Deposit: Licensee agrees to pay a Security/Damage Deposit (amount outlined below, if applicable) at the time of booking. Property Manager/Owner shall, no later than a postmarked date of 7 days after the Check Out Date refund the Security Deposit, if being returned in full. Should deductions be required, Property Manager/Owner will provide an accounting statement and Security Deposit refund, no later than a postmarked date of 10 days after the Check Out Date, absent any deductions in accordance with this License Agreement due to:

- a. Damage to the property or furnishings;
- b. Dirt or other mess requiring cleaning in excess of the cleaning fee;
- c. Excess garbage removal

contents or replacement of missing items on Property.

8. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any disputes related to this License Agreement that may arise between the parties.
9. **ATTORNEYS FEES:** Licensee shall reimburse Property Manager/Owner for its reasonable attorney fees if Property Manager/Owner is the prevailing party in a formal administrative or judicial action against Licensee to collect an invoice payment or interest that is due.
10. **AGREEMENT OF PARTIES / ENTIRE AGREEMENT:** this License Agreement is the entire agreement of the parties and may not be changed except by a writing signed by both parties.
11. **BINDING EFFECT:** Licensee obligation to pay Property Manager and compensation is binding upon Licensee and Licensees heirs, administrators, executors, successors, and permitted assignees.
12. **JOINT AND SEVERABLE:** all Licensees executing this License Agreement are jointly and severally liable for the performance of all its terms.
13. **SEVERABLE CLAUSES:** if the court finds any clause in this License Agreement invalid or unenforceable, the remainder of this License Agreement will not be affected and all other provisions of this License Agreement will remain valid and enforceable.
14. **CONTROLLING LAW:** This License Agreement shall be construed under the laws of the State of Texas. The parties agree that the proper venue is Tarrant County, Texas.
15. **NOTICES:** notices between the parties must be in writing and are effective when sent to the receiving party's address or email address specified in Section 1.
16. **ADDITIONAL NOTICES:** Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes.
17. **SOVEREIGN IMMUNITY. THIS LICENSE AGREEMENT IS EXPRESSLY MADE SUBJECT TO LICENSEE'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS LICENSE AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE LICENSEE HAS BY OPERATION OF LAW. NOTHING IN THIS LICENSE AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.**
18. **TEXAS GOVERNMENT CODE CHAPTER 552 ("TEXAS PUBLIC INFORMATION ACT" OR "TPIA").** The Licensee advises Property Manager that the Licensee is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Property Manager's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the Licensee to disclose Property Manager information that may be subject to an exception from disclosure, Licensee will (i) promptly notify Property Manager of such request for disclosure, and (ii) decline to release License Agreement such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.
19. **COMPLIANCE WITH LAW.** In providing the services required by this License Agreement, Property Manager must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Property Manager shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
20. **FORM 1295 CERTIFICATE OF INTERESTED PARTIES.** Property Manager acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy is a full and true copy of said filed form.

For the purposes of this License Agreement and Exhibits, Licensee and Guest shall be used interchangeably.

Exhibit A

Rules of the Agreement

1. The Property Manager/Owner has the right to inspect the premises without prior notice at any time to enforce the terms of this Licensee Agreement. Should the Licensee violate any of the terms of this Licensee Agreement, the license period shall be terminated immediately. The Licensee waives all rights to process if they fail to vacate the premises upon termination of the license period. The Licensee shall vacate the premises at the expiration time and date of this Licensee Agreement.
2. Emergency medical and police service can be called by dialing 911.
3. The Licensee shall maintain the premises in a good, clean, and ready to use condition, and use the premises only in a careful and lawful manner. The Licensee shall leave the premises in the same condition as provided at the expiration of the License Agreement, defined by the Property Manager as being immediately habitable by the next Licensee, save and except basic housekeeping such as dirty dishes, laundry, bedding and other general housekeeping. Licensee shall pay for maintenance and repairs should the premises be left in a lesser condition. The Licensee agrees that the Property Manager shall deduct costs of said services from the Security/Damage Deposit prior to refund if Licensee causes damage to the premises or its furnishings.
4. The Licensee shall dispose of all waste material generated during the license period in a lawful manner. Licensee/Guests are cautioned not to leave trash outside for long periods of time because it attracts animals.
5. The Licensee shall pay for any damage done to the premises over and above normal wear and tear.
6. No animals or pets of any kind will be brought onto the premises without prior written permission.
7. The Licensee shall not sublet the property.
8. The Licensee shall have no more than the agreed on amount of persons residing or sleeping on the premises.
9. The Licensee shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Licensee shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this Licensee Agreement and Licensee shall then immediately vacate the premises. Exterior quiet hours are from 10:30 PM to 7:00 AM. Which doesn't mean you can't be outside, it just means to be respectful of the neighbors.
10. There shall be no smoking inside the premises. Unless otherwise notified in writing, smoking is permitted outside the home with doors and windows completely shut. Cigarette butts must be picked up and disposed of properly prior to expiration time and date of this Licensee Agreement. All smoking rules include e-cigarettes.
11. Property Manager/Owner will provide towels, linens, toilet paper, hand soap, dish detergent, laundry soap, cups, knives, forks, spoons, dishes, and other items as commonly used by the Homeowner. Shampoos, conditioner, bath soap and other consumables will be provided as well by Property Manager/Owner. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Guest arrives the Guest is free to use them. Towels are not permitted to be taken from the house. Food in the refrigerator is available for use by the Guest, however, alcohol, wine, freezer items, pantry items, are not for the use of the Guest unless specifically indicated in writing by the Homeowner.
12. to the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Licensee as a governmental entity, the Licensee and Licensee' Guests shall hereby indemnify and hold harmless the Property Manager/Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Licensee expressly recognize that any insurance for property damage or loss which the Property Manager/Owner may maintain on the property does not cover the personal property of Licensee, and that Licensee should purchase their own insurance for Licensee and Guests if such coverage is desired.
13. License Deposit amount is fully refundable per the terms stated in this Licensee Agreement.
14. Licensee expressly acknowledges and agrees that this Licensee Agreement is for transient occupancy of the Property, and that Licensee has no right, claim or intent to the Property as a residence or household.
15. We occasionally experience water, power and wastewater outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages. We recommend Licensee contract with a travel insurance carrier for coverage of events outside of homeowner's control.
16. There shall be no refunds of Use Fees due to shortened stays or ruined expectations because of weather conditions.
17. There shall be no refunds of Use Fees because of shortened stays or ruined expectations due to work, family or other emergencies or other commitments.
18. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.
19. Guest agrees that Fireworks and other hazardous materials shall not be used in or around the property.
20. Guest shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc.; shall cause termination of this Licensee Agreement with no refund of Use Fees or Deposits.
21. Guest agrees not to access the owners closet or any other areas marked private, even if unlocked, which contains the Homeowners property as well as cleaning supplies and chemicals that could be hazardous to children and adults.
22. Guest is advised that the property may contain a gas stove and cook top, gas heating, gas grill, and other gas-powered items and Guest will seek help from management if the proper operation of such items is not fully understood. If propane tanks are provided, Guests are free to use.
23. The property has a fire extinguisher. The fire extinguisher was fully charged at last inspection. It is the duty of the Guest to inform management immediately should the fire extinguisher become less than fully charged. Guest agrees to use the fire extinguisher only for true emergencies.

EXHIBIT B

Notice Addendum

INCORPORATION INTO AGREEMENT

This Addendum is hereby incorporated into the original License Agreement, so that both documents shall be read together as one License Agreement. The parties intent to be bound is evidenced by their signature on this Addendum, and the Agreement and Addendum taken together constitute the complete agreement of the parties.

GUEST FAILURE TO CONTACT PROPERTY MANAGER/OWNER WITHIN SIX (6) HOURS OF THE CHECK IN TIME STATED UNDER SECTION 4 OF THIS LICENSE AGREEMENT, UNLESS OTHERWISE AGREED IN WRITING, THAT THE PROPERTY IS UNACCEPTABLE IS EXPRESS ACKNOWLEDGEMENT THAT THE PROPERTY IS ACCEPTED AS IS FOR THE FULL TERM.

CONFLICT WITH OTHER PROVISIONS OF THE AGREEMENT

In case of any conflict between the provisions of this Addendum and other sections of the License Agreement, the provisions of this Addendum shall prevail.