



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 5

DATE: 12/13/2022

**SUBJECT: APPROVAL OF PARKING LICENSE AGREEMENT BETWEEN
TARRANT COUNTY AND CASSATA FOR PARKING SPACES
LOCATED AT 1400 HEMPHILL STREET, FORT WORTH, TEXAS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve a Parking License Agreement between Tarrant County and CASSATA for parking spaces located at 1400 Hemphill Street, Fort Worth, Texas

BACKGROUND

On November 23, 2021, the Commissioners Court, through Court Order #136915, approved a Parking License Agreement with Cassata Catholic High School and Catholic Diocese of Fort Worth ("collectively referred to as CASSATA").

The initial Parking License Agreement was for eight (8) parking spaces from December 1, 2021 through December 31, 2021 with an additional sixteen (16) spaces being added beginning January 1, 2022 through December 31, 2022, at CASSATA's property for use by MHMR of Tarrant County employees.

With approval, this Parking License Agreement will commence on January 1, 2023 through December 31, 2024. The County requested four (4) additional parking spaces and a twenty-four (24) month term and CASSATA has agreed to the County's request. Therefore, this agreement includes twenty-eight (28) parking spaces, and the County will pay to CASSATA \$80.00 per parking space per month for each month this agreement is in effect for a total of \$53,760.00 over the term of the agreement. Payment will be due on the first day of each month. Either party may terminate this agreement for any reason, provided such notice to terminate will only be effective if delivered in writing in any of the methods listed in Section 10 of this agreement, not less than thirty (30) days prior to the desired date of termination.

The Criminal District Attorney's Office has approved this lease agreement as to form.

FISCAL IMPACT

The fiscal impact is \$38,400.00 over the term of the agreement. Funded by grant X24AA-2024/CARPA-2023/5460240316.

This item is recommended/approved for ARPA/FRF funding.

SUBMITTED BY: Facilities Management

PREPARED BY: Misty Foster
APPROVED BY: Michael Amador



Parking License Agreement

This Parking License Agreement is entered into between CASSATA CATHOLIC HIGH SCHOOL and the CATHOLIC DIOCESE OF FORT WORTH ("collectively referred to as CASSATA") and Tarrant County as of January 1, 2022.

1. Background

- 1.1 CASSATA owns certain real property and improvements, including a parking lot located at 1400 Hemphill Street, Fort Worth, Texas
- 1.2 Tarrant County seeks 28 parking spaces from January 1, 2023 through December 31, 2024.

2. Property

- 2.1 Cassata's property is located at 1400 Hemphill Street, Fort Worth, Texas 76104, and includes a parking lot on the south side of property.

3. License

CASSATA grants to Tarrant County permission to not less than 28 spaces from January 1, 2023 through December 31, 2024, at Cassata's property for use by Tarrant County employees, its contractors and subcontractors, twenty-four hours a day, seven days a week, each week during the term of this Agreement, in the Area shown on **Exhibit A**. Tarrant County accepts the parking area described herein in its "as is" condition. This agreement is non-exclusive and CASSATA may use the licensed property for any purpose, so long as the use does not interfere with the rights granted to Tarrant County by this agreement.

This license and permission does not extend to any heavy machinery or heavy construction equipment of Tarrant County's contractors or subcontractors. Tarrant County agrees that no heavy machinery or heavy construction equipment has permission to access real property owned by CASSATA, including the parking lot. Tarrant County will notify its contractors and subcontractors that no heavy machinery or heavy construction equipment is permitted to access or enter onto real property owned by CASSATA, including the parking lot.

4. Payment

Licensee will pay to Licensor \$80.00 per parking space per month for each month this agreement is in effect, for a total of Fifty Three Thousand Seven Hundred Sixty Dollars (\$53,760.00) over the term of this license. Payments will be due on the first day of each month.

5. Term

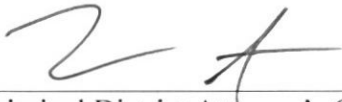
This Parking License Agreement shall terminate December 31, 2024, provided neither party delivers written notice to terminate this agreement. Either party may terminate this agreement for any reason, provided such notice to terminate will only be effective if delivered in writing in any of the methods listed in Section 10 of this agreement, not less than 30 days prior to the desired date of termination. The Term will commence on January 1, 2023.

6. Indemnification and Insurance

Tarrant County's use of CASSATA's property will be at Tarrant County's sole risk, and Tarrant County hereby agrees, to the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Tarrant County as a governmental entity, to indemnify, defend and hold harmless CASSATA, its successors, and assigns, from and against any loss, damage, expense, liability, action, cause of action, or other liability CASSATA, its successors, and assigns may suffer or incur as a result of the use of CASSATA's property by

TARRANT COUNTY
STATE OF TEXAS

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Certification of Funds Available in the Amount of \$ 53,760.00



By: _____
Auditor's Office

Tarrant County or its tenants, contractors, subcontractors, and invitees for parking purposes or otherwise, unless the loss, damage, expense, liability, action, cause of action or other liability is caused by CASSATA's gross negligence or willful misconduct.

7. Maintenance

CASSATA agrees to maintain CASSATA's property. In the event excessive clean-up is required related to Tarrant County's use, Tarrant County will clean the parking area licensed by this agreement on the same schedule and in the same manner as Tarrant County cleans its own parking areas.

8. Representation of CASSATA

CASSATA represents and warrants to Tarrant County that it has the authority to enter into this contract and to license the parking area to Tarrant County.

9. No barriers

CASSATA will not construct any barriers or obstacles that would unreasonably interfere with the use of the licensed property granted by this agreement.

PERSONAL PROPERTY

CASSATA assumes no responsibility for damage to or loss or theft of any personal property or equipment of Tarrant County, its tenants, employees or invitees.

10. Notices

CASSATA:

Cassata Learning Center
1400 Hemphill St., Fort Worth, TX 76104
Attn: Maggie Harrison

TARRANT County:

Tarrant County
Attn: Michael Amador
100 E. Weatherford Dr
Fort Worth, TX 76196

Any notices delivered under this agreement must be delivered in writing via hand-delivery or by U.S. certified mail. Notices will be deemed delivered on the date received if hand-delivered, or on the date of the recipient's signature if sent by certified mail.

By: CASSATA

By: TARRANT COUNTY

Signature: _____

Name: Michael F. Olson, S.T.D.

Title: Bishop

Signature: 

Name: Judge B. Glen Whitley

Title: County Judge

Exhibit A
Parking Area

