



Travis County Commissioners Court Agenda Request

Meeting Date: February 4, 2020

AGENDA LANGUAGE: Consider and take appropriate action regarding approval of a License Agreement with Stalwart Films, LLC for use of Timber Creek property managed by Travis County Parks and Richard Moya Park as a filming location in Precinct Four.

Prepared By: Tim Speyrer, Parks District Manager **Phone #:** (512) 854-7218

Department Head: Cynthia C. McDonald, County Executive - TNR

Sponsoring Court Member: Commissioner Gomez, Precinct Four

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

BACKGROUND/SUMMARY OF REQUEST:

Stalwart Films, LLC requests the use of the Timber Creek property managed by Travis County Parks to film a portion of its AMC series, *Fear the Walking Dead* through at least March 31, 2020. Stalwart Films will have access to the site during this time to continue to film scenes with the approval of park staff. Richard Moya Park multi-use field's parking lot may be used as a base camp. Extension of this timeframe may be granted depending upon need.

STAFF RECOMMENDATIONS:

Travis County Park staff recommends approval.

ISSUES AND OPPORTUNITIES:

This project helps promote the filming industry in Travis County, positively impacts the local economy, and expands public knowledge of Travis County Parks.

FISCAL IMPACT AND SOURCE OF FUNDING:

Stalwart Films, LLC will pay Travis County a \$150 Special Event Fee for the preparation of the License Agreement, in addition to a donation of \$7,000 per month that will be for the operation and maintenance of Travis County Parks. The \$150 Special Event Fee will be deposited to into the general fund Special Events Revenue account 1490220001 481260. The monthly \$7,000 will be certified and budgeted to account 1490220001 580350 I/O 602561 and will be set aside for park maintenance and operations of Travis County Parks. Stalwart Films will also restore the grounds by mowing the overgrown vegetation.

ATTACHMENTS/EXHIBITS:

License Agreement

REQUIRED AUTHORIZATIONS:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Isabelle Lopez	Financial Manager, Sr.	TNR	(512) 854-7675
Charles Bergh	Parks Division Director	TNR	(512) 854-9408

CC:

Robert Armistead	Assistant Parks Division Director	TNR	(512) 854-9831
Dan Chapman	Parks Ranger Chief	TNR	(512) 854-1701
Onnie Bohr	Park Supervisor – Onion Creek	TNR	(512) 279-1227

TS:CCM:kg

License Agreement Richard Moya Park and Timber Creek Parkland

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County" or "Licensor") and Stalwart Films, LLC, a Delaware limited liability company ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of Richard Moya Park and Timber Creek Parkland, Travis County, Texas (the "Properties" or "County Parks"); and

WHEREAS, Licensee desires to use the Properties for the purpose of filming a television series "*Fear the Walking Dead*" ("Event" or "Film Shoot") and County desires to allow Licensee use of the Properties for such purpose; and

WHEREAS, Licensee fully understands both the historical and environmental significance and the security considerations of the Properties and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Properties during Licensee's use and to restore said Properties to their original condition after Licensee has completed filming.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Film Shoot participants, to enter and use County Parks in connection with the Film Shoot (the "License").

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Film Shoot, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Parks and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Parks. However, the License allows for superficial preparation to be made to the County Parks

to facilitate Licensee's storyline needs, as more specifically set out herein. Licensee agrees to leave the County Parks in the same and as good a condition as when they were received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Parks under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department (the "Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Parks by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Parks a number of vehicles that exceeds the capacity of the County Parks parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Parks by regular County Park visitors.

2.0 TERM OF LICENSE

2.1 The License is granted for the period commencing Saturday, February 1, 2020, and concluding on Tuesday, March 31, 2020 at approximately 5:00 p.m. ("License Term"). The License may

2.2 During the License Term, Licensee shall keep gates to the Properties locked or monitored at all times.

2.3 Mowing Area. Unless the parties agree prior to April 30, 2020 to extend this license agreement, by the completion of the License Term, Licensee will mow the area outlined in red ("Mowing Area") as depicted in the attached map, attached as **EXHIBIT B**. The vegetation in the Mowing Area shall be eight (8) inches or shorter. Any area outside of the Mowing Area, especially the area of vegetation bordering the creek, shall not be altered in any way including any mowing as this is a native revegetation eco-zone (this native revegetation eco-zone is the area north of Timber Creek Drive and south of the creek). Licensee shall notify the Parks Division prior to the mowing of the Mowing Area, and the Park Division shall oversee the mowing of the Mowing Area.

2.4 Licensee acknowledges that the Properties are in a flood-prone area subject to inundation by floods. In the event that a flood is predicted, all equipment and set pieces are to be removed prior to the flooding event. County is not responsible for any equipment left on the Properties during a flooding event.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County a \$150.00 special event fee and a donation of \$7,000.00 (Seven Thousand Dollars and No/100) per month beginning February 1, 2020 and ending on March 30, 2020, for a total of \$14,150.00 (Fourteen Thousand One Hundred Fifty Dollars and No/100). Payment is due at the commencement of the Film Shoot and mailed to Travis County Parks, P.O. Box 1748, Austin, TX 78767. **Payment to County shall be accompanied by a letter from Licensee stating that the funds received for the Event will be used for maintenance and operation of Travis County Parks.**

4. CONSIDERATION

4.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense during Licensee's use of the County Parks:

(i) all utilities such as electricity, water/wastewater and garbage management and removal (including the provision of additional dumpsters and trash pick-up);

(ii) a sufficient (as determined by the Parks Division) number of portable restrooms in the County Parks so as to satisfy the restroom needs of anticipated Film Shoot participants, sponsors and attendees/spectators;

(iii) all traffic control devices, public notices, and signage determined to be necessary by Travis County Parks to aid in notifying the public of the Film Shoot, directing traffic and parking vehicles;

(iv) any alteration to County Parks or County Parks operations must be approved by County Park staff;

(v) security through employment of off-duty Travis County Park Rangers, as reasonably necessary while filming onsite (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Parks for the purposes authorized under this Agreement;

(vi) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Parks for the purposes authorized under this Agreement; and

4.2 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Properties under this Agreement.

6.0 CONTROL OF TRAVIS COUNTY

6.1 Licensee and its agents shall at all times obey the direction and commands of the County Executive of the Travis County Transportation and Natural Resources Department ("TNR"), or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Parks.

6.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Tim Speyrer, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

6.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

6.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

6.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the County Executive of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

7.0 USE AND REPAIRS

7.1 Licensee shall not use the County Parks for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Parks caused by Licensee.

8.0 INDEMNIFICATION

8.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND

AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARKS.

8.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit A** and made a part hereof.

9.0 SAFETY

9.1 County reserves the right to prohibit persons from entering the County Parks at any time safety may be a concern.

10.0 AMENDMENTS

10.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

11.0 NON-ASSIGNMENT OF RIGHTS

11.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

12.0 NOTICES

12.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:

Logan Cooper
Stalwart Films, LLC
5330 Fleming Court, Suite 100
Austin, Texas 78744

If to County:

Honorable Sarah Eckhardt (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

And:

Cynthia McDonald
County Executive
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

13.0 VENUE AND CHOICE OF LAW

13.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

14.0 MEDIATION

14.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

15.0 ENTIRETY OF AGREEMENT

15.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement.

TRAVIS COUNTY:
a political subdivision of the State of Texas

By: _____
Sarah Eckhardt
Travis County Judge

Date: _____

LICENSEE:

Stalwart Films, LLC, a California limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT B
MOWING AREA**

