

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF TRAVIS §

INTERLOCAL COOPERATION AGREEMENT
By and between the CITY OF BEE CAVE and
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6
For the Preliminary Design and Planning Phase of the Joint Facilities Project

This Interlocal Cooperation Agreement (“ILA” or “Agreement”) is entered into by and between the City of Bee Cave, Texas (“CITY”), and the Travis County Emergency Services District No. 6 (“LTFR”), collectively “the Partners” or “Partner” singularly, each a political subdivision of the State of Texas, each engaged in the provision of governmental services for the benefit of Travis County citizens, and each acting by and through its duly elected/appointed officials, under the terms, authority, and provision of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

Recitals

WHEREAS, both Partners have existing separate facilities for essential public services for their respective entities but due to growth in the local area and respective communities, those facilities have been outgrown; and

WHEREAS, LTFR’s current facility is situated on property owned by the City and is under an existing facility lease agreement, see Exhibit __; and

WHEREAS, City’s current facility is situated on the same land as the proposed Joint Facilities Project; and

WHEREAS, the Partners desire to establish and define their roles in relation to the planning and design of a Joint Facilities Project; and

WHEREAS, the Partners desire to create a transparent and sustainable ILA that will guide the Partners through the preliminary phase of the Joint Facilities Project; and

WHEREAS, the Partners agree that this ILA, and any future interlocal agreement, between CITY and LTFR will attempt to create an agreement that will adapt and accommodate unforeseen future issues and circumstances for all aspects of the Joint Facilities Project.

WHEREAS, both Parties agree that should the Joint Facilities Project not come to fruition as planned, LTFR’s current facility lease will remain in full force and effect; and

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WHEREAS, the Partners may use multiple funding sources in the design and implementation of a new Joint Facilities Project to serve the public, consisting of a new Police Department and a new Fire Station; and

WHEREAS, the preliminary projected total cost of the proposed Joint Facilities Project is estimated at approximately \$ 20,000,000.00 (although at this preliminary stage, the architectural plans have not yet been drafted); and

WHEREAS, the Partners are agreeing to enter into one or more ILAs to share a selected Architect, Program Manager, and Construction Manager-At-Risk for the construction of the Joint Facilities Project.

WHEREAS, the Partners determined current property does not meet the needs of a Joint Facility and have agreed to share in the cost of the acquisition of additional property on which the Joint Facility is to be constructed.

NOW, THEREFORE, in consideration acknowledged by both parties and because it is in the best interest of all, CITY and LTFR mutually agree as follows.

I. Purpose.

The purpose of this ILA is to memorialize the process for the selection of the Project design and construction consultants; to establish and define the roles of each Partner in relation to the planning and design of the Project. The establishment and definition of the roles of each Partner in relation to the construction and operation of the Project shall be memorialized by separate interlocal agreements.

II. Definitions

For the purposes of this ILA, the following terms shall have the meanings ascribed as follows:

“Consultants” collectively means the owner procured consultants including but not limited to the Project Architect, Construction Manager-At-Risk (CMAR), and Program Manager.

“Program Manager” means the Program Manager/Project Manager selected by the City, acting as owner-agent to the City throughout planning, design, and construction. Otherwise known as Turner & Townsend Heery.

“Design and Planning” or “Design” or “Planning” means the design or planning of the Project by the Project Architect.

“Joint Facilities Project” or “Project” means the public facilities containing a combination of public law enforcement and fire rescue services that has been the subject of requests for public funding.

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directly or indirectly incurred by LTFR. These costs will be calculated per the Consultant's fee schedules for the redesign.

- H. Joint Facilities Project Location. The Joint Facilities Project for City and LTFR shall be located on City property identified on Exhibit _____. LTFR and City will enter into a condominium agreement pursuant to Tex. Prop. Code Chapter 82 to establish the rights of ownership and occupation of the Joint Facilities by the Partners. The location of the Joint Facility will be at the property described in Exhibit “_____”.
- I. Existing Building Location(s). LTFR’s current facility is situated on property owned by the City and is under an existing facility lease agreement, see Exhibit _____. City’s current facility is located on the same property as the Joint Facilities Project. Both Partners agree that should said Joint Facilities Project not come to fruition as planned or should LTFR chooses to terminate this Agreement per Section V, LTFR’s current facility lease will remain in full force and effect.
- J. Permit Fees. This issue shall be addressed in the Project Construction ILA.
- K. City Property Acquisition Reimbursement. The Partners agree to equally share the cost of property acquisition located at the property described in Exhibit “_____”. If at any point in the duration of the Joint Facilities Project either Partner terminates this agreement per Section V, LTFR will be entitled to reimbursement per Exhibit “_____” associated with the City Property Acquisition. Reimbursement will be made within 90 calendar days.

III. Conflict Resolution

While it is understood that the Partners shall strive in good faith to work collaboratively to fulfill the purpose of the ILA, each Partner recognizes that legitimate conflicts may arise regarding the design and planning of the Project. Should such conflict arise it shall be submitted to the Project Architect for resolution. Should the Project Architect decline to resolve the conflict it shall be submitted to the Program Manager for resolution. The decision of the Architect, or Program Manager, as the case may be, shall be final. Should either Partner disagree with the decision of the Architect, or Program Manager, as the case may be, such Partner may terminate this ILA by providing written notice to the other. This Agreement shall terminate 10 days after receipt of such notice unless the Partners can come to an amenable resolution before the expiration of the 10-day notice period.

IV. Additional Clauses

Nondiscrimination

There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the administration of this Project.

Severability

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In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of the ILA.

Entire Agreement

This Agreement constitutes the entire Agreement between the Partners for this Preliminary Planning ILA and supersedes any and all prior agreements, arrangements, and understanding, oral or written, between the Partners relating to this Agreement.

Amendments

This Agreement may be amended at any time only in writing by the Partners with mutual consent and authorization of their respective entities.

Recitals

The recitals hereto are incorporated herein for all purposes.

V. Term and Termination

This Agreement will begin effective the date of _____, 2023, and will continue through December 31, 2024, or the acceptance of the Issued For Construction design set by the City and LTFR. This Agreement may be terminated in accordance with the section on Termination below.

Either Partner may terminate this ILA, as provided in Article IV with or without cause. A partner may terminate without cause by giving the other Partner ninety (90) days prior written notice to Judge or Mayor respectively. If a Partner intends to terminate this ILA for cause, the Partner must provide a written intent to terminate notice, identifying the breach or default, to the other Partner. The notice will provide thirty (30) days for the Partner in breach or default to respond to said notice with an acceptable plan to cure cause for termination. Should either Partner terminate this Agreement during the period either consultant is under contract to provide services, said consultant contract or contracts shall be amended into two separate contracts one of which shall be between the CITY and the consultant; and the other between the LTFR and the consultant.

IN WITNESS WHEREOF, the Partners hereto certify by their signatures below that they are duly authorized to sign this Agreement and that CITY and LTFR affirm that they have used their best efforts to comply with Federal procurement regulations with respect to its procurement and performance requirements.

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Interlocal Agreement for Joint Facilities Project

PASSED AND APPROVED by the CITY OF BEE CAVE, TEXAS on the _____ day of _____ 2023.

ATTEST:

CITY OF BEE CAVE, TEXAS:

KAYLYNN HOLLOWAY
City Secretary

KARA KING
Mayor

PASSED AND APPROVED by TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6 on the ____ day of December 2022.

ATTEST:

TRAVIS COUNTY ESD NO. 6:

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____ LTFR