THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF TRAVIS	8	

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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"Project Architect" or "Architect" means the architect selected by the City for the planning and design of the public facilities under this Agreement.

"Project Construction ILA" means the document that shall establish the joint agreement between the parties during the construction portion of the project as well as outline the closeout of construction and subsequent ownership and maintenance of the joint building.

Agreements

- A. <u>Selection of Consultants</u>. City has already gone through the process to select Consultants and LTFR is agreeable to utilizing the City's Consultants for this Project.
- B. <u>Contracts</u>. The Partners agree to enter into contracts with the Consultants in such form and for such terms as mutually agreed upon by the Partners and Consultants.
- C. <u>Collaboration with the Architect</u>. The Partners agree to work together as a team to effectively manage the design development and construction of the Project. Amongst other considerations, the unified outside appearance and aesthetics; the materials; mechanical, electrical, plumbing, and fire protection systems per City's building standards; and streamlined costs are agreed to be high priorities of the Partners.
- D. <u>Design Schedule</u>. To maintain the overall project schedule, LTFR agrees to give formal acceptance or rejection at design milestones outlined in the design schedule produced by the Architect. The anticipated timeline of design and review milestones are outlined in Exhibit " "Rejection of any design milestones by LTFR should be issued with a written request to resolve the specific and measurable design features. This written request should be submitted to The City of Bee Cave Program Manager within 3 calendar weeks. These design requests are to be considered by the Architect, Program Manager, and Partners for resolution. If the parties are unable to resolve the design request, either party may seek to terminate the agreement at will.
- E. <u>Acceptance</u>, <u>Rejection</u>, <u>and Notices</u>. The Partners agree to provide written notice of acceptance or rejection of the design documents at the established milestones. This written notice may be provided via written or typed document, email, or facsimile. This acceptance or rejection shall come from the authorized point of contact or their designee. (Item E 1 & Item E 2).
 - 1. LTFR Contact(s):
 - 2. City of Bee Cave Contacts(s):
- F. Reimbursement of costs incurred for redesign due to termination by LTFR. LTFR may terminate as outlined in Section V. However, if termination occurs at any time after acceptance of this agreement, LTFR is responsible for reimbursement of redesign costs directly or indirectly incurred by the City. These costs will be calculated per the Consultant's fee schedules for the redesign.
- G. <u>Reimbursement of costs incurred for redesign due to termination by the City</u>. The City may terminate as outlined in Section V. However, if termination occurs at any time after acceptance of this agreement, The City is responsible for reimbursement of redesign costs

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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. <u>Joint Facilities Project Location</u>. 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. <u>City Property Acquisition Reimbursement</u>. 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.

Severabilit	y	
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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

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	
	S COUNTY EMERGENCY SERVICES DISTRICT NO.	
6 on theday of December 2022. ATTEST:	TRAVIS COUNTY ESD NO. 6:	
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