

JOINT FACILITIES PROJECT

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into the ___ day of _____, 2023, by and between The City of Bee Cave, Texas (“City”), and Travis County Emergency Services District No. 6, known as Lake Travis Fire Rescue (“LTFR”), collectively referred to as “the Parties.”

The purpose of this MOU is to establish the Joint Facilities Project (“Project”). The City and LTFR have engaged in preliminary discussions concerning a proposed joint facility for law enforcement and emergency services to be developed by the Parties. This MOU outlines certain general parameters under which the City and LTFR would be willing to pursue the negotiation of possible detailed definitive agreements pertaining to the Project. This MOU is not, nor is it intended to be, an exhaustive or complete discussion of either the terms and conditions set forth herein or of any prospective agreements pertaining to the Project but merely provides a non-binding framework for focusing negotiations of possible definitive agreements. As set forth in more detail later in this MOU, nothing contained herein is intended to be binding upon either party with respect to, nor bind any party to take any official actions or pursue any transaction regarding, the Project.

Subject to the foregoing and the other provisions hereof regarding the non-binding nature of this MOU, the following are certain general parameters pursuant to which City and LTFR would commence negotiations concerning the Project.

Project Site and Preliminary Matters

The Project would be developed on an approximately 2.19-acre tract (the “Project Site”) located at the property shown in Exhibit “ ____ “. City currently owns a portion of this Project Site and has the remainder under contract for purchase. Parties will authorize City to attempt to acquire additional land as necessary to accommodate the Project. If any additional property is acquired for the Project, City staff will initiate any necessary zoning case or cases to cause the Project Site to be properly zoned to allow for the operation of the Project thereon. The Parties’ obligations under any definitive agreements would be subject to and conditioned upon approval by the City of zoning or rezoning that allows for the operation of the Project at the Project Site.

Environmental Considerations

City and LTFR would jointly ensure that the Project and any related development incorporates environmentally sound principles and practices in the planning, design, construction, operation and maintenance thereof, especially with respect to water quality control measures and the construction of infrastructure on the Project Site. The Project would be required to be built and operated in accordance with the environmental standards which are developed by the Parties and approved by the City Council. All such standards would be included in the definitive agreements.

Infrastructure Improvements

To facilitate the construction of the Project, the Parties would identify public infrastructure improvements in the definitive agreements specifying the timetable for the design and construction of any such improvements. The Parties shall share equally in any infrastructure and improvements costs. All such infrastructure and improvements would be required to be planned, designed, constructed, operated,

and maintained in accordance with the detailed standards reflecting the concepts described in the “Environmental Considerations” section above, as well as any other applicable laws, regulations, and ordinances.

Planning and Design for Project

The City will solely solicit and select a designer and contractor for the Project. City has also contracted with a Program Manager/Project Manager, “Turner & Townsend Heery”, that will assist both the City and LTFR with the design and construction process. City and LTFR will share the associated costs of these professional services as well as other professional consulting services required or recommended, through the course of preconstruction and construction.

A definitive agreement for planning and design services for the Project will be executed by the Parties.

Construction of Project

The Parties agree that the Project would be constructed by the Parties using the Construction Manager-at-Risk process as allowed under Texas law. The Parties’ obligations to construct the Project would be subject to and conditioned upon a definitive agreement with the terms and conditions relating to the ownership, maintenance, and operations of the Project. The Parties would be responsible for their own costs incurred in connection with the design, construction, and fixturing of the Project for their components as well as an equal division of any shared costs.

Ownership and Occupation of Project

The Parties agree that they will enter into a Condominium Agreement prior to occupancy of the Project to establish the rights of ownership and occupancy pursuant to Tex. Prop. Code Chapter 82.

Miscellaneous Provisions

The Parties agree to:

Maintain Commercial general liability insurance covering the Project space and contents, with limits of \$500,000 per occurrence and \$1,000,000 in the aggregate

Provide and maintain basic utilities and facility connectivity and technology to support operations, and other operating expenses, including furniture and fixtures. Mechanical, electrical, plumbing, fire protection, landscape, building infrastructure, and operating systems therein shall be designed per City’s building standards.

Reimbursement to the other Party any initial planning and design services and other incidental expenses incurred during the preliminary phase of the Project, which shall be more fully defined in a definitive agreement.

Reimbursement to the other Party any construction costs or expenses incurred, which shall be more fully defined in a definitive agreement.

As the Project will share common walls and space, any definitive agreements would include appropriate reciprocals for joint access and use pertaining to the Project Site, as well as address

maintenance standards, shared parking and cross-access arrangements (if applicable), and other such matters as may be applicable.

The parties agree to draft and execute all documents and to do such things as may be necessary and appropriate to affect the agreements contained in this MOU. The terms and conditions of any definitive future agreements or other contractual obligations, including any reimbursement agreement, will supersede the terms and conditions of this MOU.

This MOU is at-will and may be modified by mutual agreement of the authorized officials of the Parties. The mutual agreements hereto will remain in effect until modified, converted to a lease agreement or other contractual agreement, or terminated by mutual consent of the Parties. In the event the purpose of this MOU is not achieved this MOU will expire one year after the signing of this agreement.

The City of Bee Cave

By: _____
Name: _____
Title: _____

Travis County Emergency Services District No. 6

By: _____
Name: _____
Title: _____