

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:12 A.M. ON TUESDAY, DECEMBER 18, 2001.

AGENDA ITEM 32

Discuss interlocal agreement with City of Georgetown regarding new jail/courts project. (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 pertaining to real property.)

No action was taken in Executive Session.

AGENDA ITEM 33

Discuss and take appropriate action on interlocal agreement with City of Georgetown regarding new jail/courts project.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve the revised interlocal agreement with the City of Georgetown regarding the new jail/courts projects.

Vote: **3 – 0** with Commissioner Heiligenstein absent from the dais.

< Attachment >

STATE OF TEXAS

COUNTY OF WILLIAMSON

INTERLOCAL COOPERATION AGREEMENT FOR JUSTICE CENTER

Williamson County ("County") and the City of Georgetown ("City") are authorized by the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq. (the "Act"), to contract or agree to perform governmental functions and services to increase the efficiency and effectiveness of their respective local governments and by this Interlocal Cooperation Agreement County and City (sometimes referred to collectively herein as the "Participating Political Subdivisions") agree as follows

SECTION 1. Creation and Purpose of the Agreement

- (a) City has enacted a Zoning Ordinance and a Subdivision Ordinance which govern development in the City of Georgetown, and which ordinances are administered by the City's Development Services Staff, Planning and Zoning Commission, and City Council.
- (b) On November 7, 2001, the County submitted to the City a Detailed Development Plan ("D.D.P.") proposing to expand the courthouse parking and jail facilities located at Block 2, Lot 1, Block 22, parts of Lots 1, 2 & 3, and known as the Williamson County Justice Center (the "Property"). The D.D.P. is attached hereto as Exhibit "A" and incorporated herein by reference as if set forth in full.
- (c) The County's D.D.P. application includes a request for a variance to Section 34020 of the City's Subdivision Ordinance to allow up to 34% for building coverage.
- (d) The Participating Political Subdivisions have determined that cooperation between them as necessary to allow the county to carry out its functions to provide adequate cost and jail facilities, and to allow the City to carryout its functions related to City planning.
- (d) The governing bodies of the City and County have each met in an open meeting held in accordance with the Texas Open Meetings Act, Tex. Gov't Code § 551.001 et seq., approved this Agreement, and authorized their respective representatives to execute it.
- (e) The Participating Political Subdivisions shall each comply with the terms and provisions set forth below.

SECTION 2. Obligations of the County

- (a) The County agrees that any additions to the Justice Center will be no higher than the height of the existing county buildings on the Property as shown on the D.D.P. *at set elevation to be agreed on by County & City*
at set elevation (MSL) to be agreed on by County & City JCD-12-11-01
- (b) The County agrees that it shall construct, or cause to be constructed, the build-out or finish-out of the parking garage on a schedule commensurate with the build-out or finish-out of the courthouse and jail.
- (c) The County agrees it shall not expand the Justice Center, and shall not construct any other County improvements, any further west of MLK or any further north of 3rd Street than is shown on the D.D.P.
- (d) The County agrees that, without prior City approval, it shall not develop, construct a building on, or construct any other improvements on the portion of the Property currently used as the EMS building and related parking lot, which is located on the northwest corner of the Property bounded by MLK and 3rd Street (previously platted Block 16 Lots 1 - 8 City of Georgetown) as more specifically shown on the attached Exhibit "A." *Such request should not be unreasonably withheld JCD-12-11-01*

SECTION 3. Obligations of City

- (a) The City agrees to, and does hereby, approve the requested variance, and specifically adopts the Findings of Fact attached hereto.
- (b) The City agrees to commence proceedings necessary to abandon that portion of 4th Street shown on the D.D.P.

SECTION 4. Immunity from Suit and Indemnification

Nothing in the agreement shall be construed to waive any immunities from suit or liability enjoyed by the County, the City, its past or present Judges, Commissioners, or City Council members or their agents or employees under the law.

Section 5. Miscellaneous Provisions

- (a) NOTICES AND DEMANDS

INTERLOCAL AGREEMENT REGARDING JUSTICE FACILITY

Except as otherwise specified herein, all notices and demands hereunder shall be in writing and shall be deemed to have been sufficiently given or reserved for all purposes when presented personally or sent by certified or registered mail, return receipt requested, to any Party hereto at the following addresses:

To County:

Judge Doerfler
405 Martin Luther King Drive, Box 7
Georgetown, Texas 78626

With a copy to:

Gene Taylor
County Attorney
405 Martin Luther King Drive, Box 7
Georgetown, Texas 78626

To City:

City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, Texas 78627-0409

or to such other address as provided in writing by the receiving Party.

(b) AMENDMENT

The Agreement may not be amended, modified, waived, or altered in any way except by an instrument in writing executed by the Parties hereto.

(c) WAIVER

Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.

(d) GOVERNING LAW AND VENUE

This Agreement is made under the laws of the State of Texas and shall be construed by and governed in accordance with the laws of the State of Texas. Any suits, causes of action, or claims related to performance, non-performance or interpretation of this Agreement shall be brought in Williamson County, Texas.

INTERLOCAL AGREEMENT REGARDING JUSTICE FACILITY

(e) DISPUTE RESOLUTION

Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.

(f) CONSTRUCTION

The Parties acknowledge that each, and if it so chooses, its legal counsel has reviewed this Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

(g) ENTIRE AGREEMENT AND COUNTERPARTS

This Agreement constitutes the entire Agreement by and between the Parties relating to the matters contained herein.

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts will be construed together and will constitute one instrument, but in making proof hereof it will only be necessary to produce one such counterpart.

(h) SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be deemed invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby. If a provision is declared invalid, the affected provision will not be invalidated in its entirety, but will be observed and performed by the Parties to the extent the provision is valid and enforceable. The Parties agree that any invalidated provision will be deemed to be altered and amended to the extent necessary to effect the validity and enforceability of the provision.

(i) HEADINGS

The headings and captions contained in this Agreement are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used in this Agreement will be construed to include the number and gender as the context of the Agreement may require.

(j) TIME OF THE ESSENCE

Time is of the essence with respect to all matters covered by this Agreement.

(k) AUTHORITY OF PARTIES EXECUTING AGREEMENT

By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this Agreement that he or she has the authority to execute this Agreement in the capacity shown on this document.

(l) TRANSFERABILITY AND ASSIGNABILITY

This Agreement is non-transferable and non-assignable.

(m) RECORDING

This Agreement shall be recorded in the real property records of Williamson County, Texas.

EXECUTED TO BE EFFECTIVE this 11th day of December, 2001.

ACCEPTED AND AGREED TO:

Williamson County

By: John C. Daentler
Printed Name: John C. Daentler
Title: County Judge
Date: 12-11-01

* see section 2-a ~~219~~
John C. Daentler 12-18-01

ATTEST:

Nancy E. Rister

Nancy E. Rister
Williamson County Clerk

APPROVED AS TO FORM:

Gene Taylor, County Attorney

INTERLOCAL AGREEMENT REGARDING JUSTICE FACILITY

AGENDA ITEM 34

Discuss real estate matters. (EXECUTIVE MATTERS as per VTCA Govt. Code sec. 551.072 pertaining real estate.

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 10:36 A.M. ON TUESDAY, DECEMBER 18, 2001.

AGENDA ITEM 35

Discuss and take appropriate action on real estate acquisition.

No action was taken on this agenda item.

AGENDA ITEM 36

Comments from commissioners.

Commissioner Heiligenstein and Assistant County Attorney Dale Rye discussed SB 1445, and the decisions that need to be made regarding arrangements with local cities on related road issues in their extraterritorial jurisdictions.

< Attachment >