

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF GEORGETOWN §

**FIRST AMENDED INTERLOCAL COOPERATION AGREEMENT FOR
COUNTY FACILITY**

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 First Amended Interlocal Cooperation Agreement ("**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) The Participating Political Subdivisions are parties to that certain "Tax Abatement Agreement" with Citigroup North America, Inc. and in consideration of the County's participation in said agreement, the County has requested that the City consider granting fee waivers to the County as provided for herein.
- b) City has enacted a Unified Development Code and a Code of Ordinances which are administered by the City's Planning & Development Services Staff, the Planning and Zoning Commission, and the City Council.
- c) County owns three(3) tracts of land totaling approximately 95 acres generally located south of Blue Springs Road, which tracts are shown on the map attached hereto as Exhibit "A" (the "**Property**").
- d) The County is authorized to construct a facility that furthers the statutory public purposes of the County. At the time of this Agreement, the specific nature of the facility is not known and it is thus referred to herein as the "**County Facility**."
- e) The Participating Political Subdivisions have determined that cooperation between them as necessary to allow the County to carry out its authorized functions, and to allow the City to carryout its functions related to City planning.
- f) The governing bodies of the Participating Political Subdivisions 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.
- g) The Participating Political Subdivisions shall each comply with the terms and provisions set forth below.

SECTION 2. Obligations of City

- a) Subject to the terms and conditions of this Agreement, the City agrees to waive up to \$200,000 (the "**Fee Waiver Amount**") in water and wastewater tap or connection fees, development application fees, and building permit fees (collectively referred to herein as the "**Fees**") related to the County's construction of a County Facility on the Property.
- b) The City's obligation to waive the Fees up to the Fee Waiver Amount shall not apply to an application for placement of any non-County Facility on the Property.

SECTION 3. Obligations of the County

- a) The terms of this Agreement shall not apply to the construction of a Justice Center or Jail.
- b) The County agrees that water and wastewater impact fees assessed by the City under Chapter 13.32 of the Georgetown City Code of Ordinances are not being waived by the Agreement and County understands and agrees to pay whatever impact fees associated with placement of a County Facility on the Property as may be applicable.
- c) The County agrees that no utility rates and charges assessed by the City under Chapter 13.04 of the Georgetown City Code of Ordinances are being waived by the Agreement and County understands and agrees to pay whatever utility rates and charges associated with placement of a County Facility on the Property as may be applicable.
- d) In addition to the foregoing fees, rates, and charges, the County agrees that it shall pay to the City all Fees related to the County's construction on the Property of a County Facility that are in excess of the Fee Waiver Amount.
- e) If within the Term of this Agreement, the County sells, donates, transfers, or otherwise conveys the Property to a third party, then the County shall give written notice of the sale, transfer, or conveyance to the City (with such notice to include the effective date of the sale, transfer, or conveyance) within thirty (30) days of such sale, transfer or other conveyance. Provided that such notice is given, then all references herein to the term "Property" in this Agreement shall thereafter refer to: 1) any other property within the corporate limits or extraterritorial jurisdiction of the City that is owned by the County as of the Effective Date of this Agreement and upon which the County constructs a County Facility; or 2) any other property within the corporate limits or extraterritorial jurisdiction of the City that is acquired by the County after the Effective Date of this Agreement and upon which the County constructs a County Facility with the City's prior written agreement.

SECTION 4. Immunity from Suit and Indemnification

Nothing in this 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 attorneys, agents or employees under the law.

SECTION 5. Miscellaneous Provisions

(a) **NOTICES AND DEMANDS**

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:

County Judge
301 S.E. Inner Loop, Suite 109.
Georgetown, Texas 78626

With a copy to:

Williamson County Attorney
405 M.L.K., Suite 240
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**

This 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.

(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.

(n) **TERM**

The term of this Agreement shall begin on the Effective Date and end on December 17, 2024.

(o) **EFFECTIVE DATE**

This Agreement shall be effective on the latest date accompanying the signature lines below.

(signature pages follow)

ACCEPTED AND AGREED TO:
Williamson County

By: [Signature]
Printed Name: Dan A. Gault
Title: County Judge
Date: August 5, 2014

ACCEPTED AND AGREED TO:
City of Georgetown

By: [Signature]
Printed Name: Dale Ross
Title: Mayor
Date: 08/12/14

ATTEST:

[Signature]
Jessica Brettle
City Secretary

APPROVED AS TO FORM:

[Signature]
Bridget Chapman
City Attorney

STATE OF TEXAS

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ACKNOWLEDGMENT

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the 12 day of AUGUST, 2014, by DALE ROSS, a person known to me, in his/her capacity as Mayor of the City of Georgetown, a Texas Home Rule Municipal Corporation, on behalf of the City of Georgetown.



Jessica E. Brettle
Notary Public in and for the State of Texas

STATE OF TEXAS

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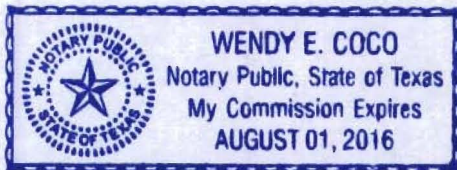
ACKNOWLEDGMENT

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the 5th day of AUG., 2014, by DAN A. GATTIS, a person known to me, in his capacity as County Judge of Williamson County, on behalf of the County.



Wendy E. Coco
Notary Public in and for the State of Texas

Exhibit "A"

The Property

