

102372

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF TARRANT AND THE CITY OF FORT WORTH
REGARDING
PLAT APPROVAL JURISDICTION IN THE CITY'S
EXTRATERRITORIAL JURISDICTION**

This **INTERLOCAL AGREEMENT** is made and entered into this the 27 day of Jan 2008, by and between the **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, located within Tarrant, Denton, and Wise Counties, Texas (hereinafter referred to as the "City") and **TARRANT COUNTY, TEXAS**, a political subdivision of the State of Texas, located within Tarrant County, Texas. (hereinafter referred to as "Tarrant County" or "County").

RECITALS

The City and Tarrant County hereby agree that the following statements are true and correct and constitute the basis upon which the City and Tarrant County have entered into this Agreement:

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Government Code of the State of Texas and as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, in accordance with House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, codified in Local Government Code §242.001-.002; and

WHEREAS, the functions or services contracted for and to be provided by this Agreement are within the definition of governmental function and services as defined by Section 791.003 of the Government Code pursuant to Local Government Code § 242.001-.002 that requires the City and the County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction (ETJ) of the City; and

WHEREAS, the Local Government Code §242.001-.002 allows the City and Tarrant County to establish one office and a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, so as to regulate subdivision plats and approve related permits in the ETJ; and,

WHEREAS, both the City and County desire to establish one office to accept plat applications and fees in a lump sum amount for tracts in the ETJ, provide one response to applicants indicating approval or denial of the application, and a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, so as to regulate subdivision plats and approve related permits in the ETJ, (referred to hereinafter as

“consistent set of ETJ regulations”), all of which is provided for in the Interlocal Cooperation Act and Local Government Code § 242.001-.002; and,

WHEREAS, the City and County find that this Agreement will benefit the public by providing appropriate regulation of growth and for the safety, health and general welfare of the inhabitants of all persons residing in the ETJ and throughout Tarrant County; and,

WHEREAS, the City and County intend this Agreement to permit each party to work together to preserve and maximize their respective regulatory powers possessed by each to the fullest extent of the law for the mutual benefit of both; and

WHEREAS, it is also the intent of the parties that this agreement is only intended to establish certain basic guidelines, and that the majority of the details of the rules and regulations will be separately developed in the consolidated and consistent set of ETJ regulations; and,

NOW, THEREFORE, for the mutual consideration stated herein, the parties agree and understand as follows:

ARTICLE 1. AUTHORIZATION AND TERM

§1.01. Authorization. This Agreement is authorized and approved by the governing body of Tarrant County and the City and constitutes a binding obligation on the County and the City.

§1.02. Term. This Agreement shall continue in full force and effect until modified by mutual consent of the governing bodies to this Agreement, but its terms may be reviewed annually by mutual consent of the governing bodies of the City and County.

§1.03. Termination. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. If, after 120 days, the City and County fail to reach consensus on a new Agreement, the party that terminated the Agreement shall take the necessary steps to begin the arbitration process per Texas Local Government Code 242.0015 or other applicable law.

ARTICLE 2. APPLICABLE PLATS

§2.01. Plats Subject to this Agreement. All plats will be subject to this Agreement, including preliminary, amended, revised or final plats where any portion of the plat property is inside the City’s ETJ and where either the City or County would have jurisdiction under any applicable law.

§2.02. Plats Not Subject to this Agreement. No plats for which the fees were paid and the application for plat approval was presented to either the City or the County before the effective date of this Agreement are subject to this Agreement. These plats will be governed by law and

procedures in effect before adoption of this Agreement.

§2.03. Texas Local Government Code Chapter 245. If either party receives an application for a plat approval for which the party has no jurisdiction, the party will direct the developer to the appropriate office. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected, assuming that fees and application are in compliance with applicable law and filed with the proper governmental body having jurisdiction under this Agreement.

ARTICLE 3. RESPONSIBLE PARTIES

§3.01. Establishment of Office to Accept Plat Applications and Fees. The City and the County agree to establish one office ("Responsible Office") to accept plat applications for tracts of land located in the City's ETJ, to accept fees in a lump sum amounts, provide one response to applicants indicating approval or denial of the application and/or related permits, all consistent with a consolidated and consistent set of ETJ regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Local Government Code § 242.001-.002.

§3.02. Location of the Responsible Office. The Responsible Office shall be located inside the City's office of development or other office as designated by the City as being responsible to accept applications for plat approval on behalf of the City. Applications, related permits and copies of the consolidated and consistent set of regulations related to plats and subdivisions of land shall be available during regular business hours.

All meetings, except those meeting and hearings of the City Council, Plan Commission or Commissioners Court and those meetings required by law to be at a certain location, shall occur at the location of the Responsible Office.

§3.03. Duties of the Responsible Office. The Responsible Office shall collect both municipal and county plat application fees in a lump-sum amount as well as any related permit fees for both the County and the City, and then forward those fees according to the fee schedule of general applicability that shall be found in the consistent set of ETJ regulations. The County and the City shall each be responsible to set their fees as may be appropriate in their judgment to cover their expenses. The Responsible Office shall require from applicant a sufficient number of copies of all documents, plans and proposed plats and shall forward these items to all appropriate departments and agencies of the County and City within three business days for review.

The Responsible Office shall be responsible to contact and coordinate with the other City personnel and the County Transportation Services Department as necessary to secure plat and related permit

approvals, including giving proper notice to people required by law to receive notice of any hearing or who may be necessary to appear before any deliberative bodies and providing the applicant with one response indicating approval or denial of the plat or permit application as shall be provided in the consistent set of ETJ regulations or applicable law.

§3.04. County Transportation Services. The County Transportation Services Department shall act as the contact for the County whenever the Responsible Office is performing any duties involving the County. Two copies of the plats, applications and any engineering plans shall be sent to the Tarrant County Transportation Services Department, 100 E. Weatherford, Suite 401, Fort Worth, TX 76196. If available to the City, the applications, any approved plats and engineering plans shall be sent on floppy disks or CD-rom in a format compatible with the County's GIS system, compatible formats being .dwg, .dxf, or shp. in a stateplane NAD83, or other such computer software systems as available.

§3.05. Plat and Permit Approval. Except as modified by this Agreement and applicable law, the present or future statutory authority governing the City and the County plat approval process shall remain unchanged for both the City and the County. To the full extent permitted by law, the City and the County shall each have the independent authority to establish their internal procedures to comply with this Agreement for approval of plats and to designate persons to act as a lawful designee. The County Clerk shall not file any plat unless approved by both the City and County deliberative bodies or their lawful designee as required or permitted by law applicable to each party to this Agreement. Once the appropriate deliberative body or their lawful designee approves or disproves the plat or other permit, this information shall be communicated to the Responsible Office.

The County Commissioners Court shall consider and take appropriate action on an application for approval of a preliminary, revised, amended or final plat on or before fourteen (14) days after the City's deliberative body having responsibility to take final action has acted upon a variance request or a final or preliminary plat. The County shall report to the Responsible Office within 3 business days the action taken by the County Commissioners Court.

After all governmental bodies, or their lawful designee, have approved or disproved the plat, this information will be communicated to the applicant by the Responsible Office. No permits shall be issued without approval from the appropriate entity having authority under the consolidated and consistent set of regulations and applicable law. No substantial variance or waiver shall be granted by the Responsible Office unless approved by both the City and the County under the procedures applicable to each entity having jurisdiction under the applicable law. Under no circumstances shall the Responsible Office issue a permit until it has received approval from both the City and the County.

The Responsible Office shall not approve a plat application or issue a permit until it has received approval from both the City and the County. Whenever there is an approval of a plat or other document that is required to be filed in the county records, the Responsible Office shall send a copy of the approved plat or document to the County Clerk for filing, with signatures of appropriate

representatives from each party, as otherwise required by law.

The City and the County shall notify the Responsible Office of the approval or denial of any plat or variance request.

§3.06. The Texas Engineering Practice Act. Regardless of any provision in this Agreement or the consistent set of ETJ regulations to the contrary, these reviews and inspections in no way substitute or replace the requirements as outlined in “The Texas Engineering Practice Act” that all public works projects be designed by and constructed under the direct supervision of a licensed professional engineer and that responsibility shall remain with the applicant or developer seeking plat approval and his engineer at all times. These reviews and inspections in no way substitute or replace the requirements that the plats, plans and the construction of the infrastructure meet the governing requirements of applicable law and regulations, and that responsibility shall remain with the applicant or developer seeking plat approval and his engineer at all times. Neither the County nor the City nor any personnel of the City or County shall have any liability to each other or to third parties for any failure to inspect or review plans or plats or for any faulty or negligent inspection, review or approval of plats and plans.

ARTICLE 4. REGULATIONS

§4.01. Consolidated ETJ regulations: The City and the County shall develop a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities.

§4.02. Joint Amendments to the City’s regulations. The City and County agree to the amendments to the City’s Subdivision Rules and Regulations as set out in Attachment A, incorporated and made a part of this agreement.

§4.03 Primary Responsibility to Develop Regulations. The City shall have primary responsibility to review and develop this set of consolidated and consistent set of regulations, and in no instance shall the regulations contain less stringent requirements than those requirements of the County. “Stringent” shall be defined to a standard that imposes a more rigorous or higher standard of performance, including a higher quality of development, infrastructure or street, or a higher level of safety, durability or quality of living.

§4.04. No Applicable Regulations. Where one party has no regulations in effect in any particular area or in regulatory areas where the City or the County would have no legal authority to impose its current set of rules and regulations in the ETJ, the other party’s regulations shall be included or adopted. The City shall complete this process and present this set of consolidated and consistent set of regulations to the County within 60 days of the adoption of this Agreement for approval by the

Commissioners Court and shall present the regulations to the City Plan Commission and City Council for approval in force within 90 days of the adoption of this Agreement.

§4.06. Adoption of New or Amendment to Existing ETJ Regulations. If either the City or County desires to adopt or amend any rule or regulation with the intent that the adoption or amendment should apply in the ETJ, then the party shall notify the other of the proposed new or amended rule or regulation. The Responsible Office shall have the primary responsibility to assemble and distribute the revisions to the County and the City. Upon presentation of the new or amended rule that either the City or County seeks to include in the consolidated and consistent set of ETJ regulations, the deliberative bodies of both of the City and the County will review and act on same under the terms of this Agreement. Each party shall have thirty (30) days to provide comments to the other party concerning the proposed revisions. The Responsible Office shall not, under any circumstance, implement revisions to the rules and regulations until both parties agree to the revisions.

§4.07. Rejection of New or Amendment to Existing ETJ Regulations. If either the City or County rejects a proposed new or amended rule or regulation or other disagreements should arise over which particular procedure, rule or regulation should control, the parties agree to discuss their differences in a public forum through an equal number of representatives selected by each of the parties. If no agreement can be reached, the set of consolidated and consistent set of adopted regulations will not be revised and the matter will be referred to arbitration under applicable state law. The City and the County will share equally in paying for all fees and costs associated with the arbitration.

§4.08. Agreed Joint Amendments to the City's Subdivision Rules and Regulations.

- a. The County shall have at least one permanent staff membership on the City Development Review Committee for joint review of all submissions during the duration of this Agreement.
- b. City of Fort Worth Subdivision Rules and Regulations shall define the type of development based on Urban, Sub-Urban and Rural standards as outlined in the regulations.
- c. Cul-de-sacs shall have a minimum of 50' radius with 80' pavement turnaround for any dead-end street over 150' in length.
- d. Minimum lot width shall be 100' for Sub-Urban and Rural Lots and may be reduced to 50' at the front of the structure on a cul-de-sac lot.

ARTICLE 5. BONDS

§5.01. Bonds. All bonds, including construction, performance and maintenance bonds, as required under the consistent set of regulations shall name the County and the City as the entities to be protected and either the County or the City or both shall have full power to enforce the bond requirements in the event of a failure to comply with the bond requirements and to otherwise enforce the consistent set of ETJ regulations as may be appropriate after plat approval or during construction

of any improvements, such as streets, drainage or other infrastructure, unless the consistent set of ETJ regulations provides otherwise. The amount and terms of the bonds are to be set under the consistent set of regulations and other applicable law. In the event that the property is not annexed, the City grants to the County the right to enforce the bond and to pursue the recovery from the bond.

A construction bond, or equivalent, equal to actual construction costs for road and drainage improvement shall be provided to the County Department of Transportation prior to plat approval.

§5.02. Community Facilities Agreement. A community facilities agreement equal to 4% of the construction costs for streets and drainage, and/or 2% of the water and sewer construction costs, and 2% for materials testing for either shall be provided to the City for design review and site inspection, if they are providing these services. Inspection may also be provided by the County or approved third party inspectors. A one-year maintenance bond, equal to 10% of the construction cost, shall be presented to Tarrant County after roads are complete. Roads and drainage facilities shall be maintained in good state of repair for a period of one year from the official release of construction security. Upon written request, the County will inspect roads and drainage facilities, and if found acceptable, will release maintenance bond by order of the Commissioner's Court.

ARTICLE 6. EFFECT OF ANNEXATIONS-EXPANSION OF ETJ

§6.01. Proposed Annexations. The City shall submit to the County a copy of the exhibit map, survey and property description related to any proposed annexation. The County shall be permitted to review and comment on the boundary description of the proposed annexation prior to the governing body of the City taking action to adopt an ordinance annexing the proposed area.

§6.02. Newly Annexed Areas. This Agreement shall automatically apply to any new areas that become part of the City's ETJ as a result of any annexations without the necessity of any amendment to this Agreement. This Agreement will not apply to any area annexed into the City.

§6.03. Disannexation. In the event of the disannexation of an area, this Agreement will apply to areas that become part of the ETJ as a result of the disannexation and will no longer apply to those land areas that are excluded from the ETJ as a result of the disannexation. The recognition of the ETJ shall not be deemed an admission by the City or the County in any dispute with any other person or municipality regarding the boundaries of the City's ETJ. In the event said expansion conflicts with another municipality's ETJ, the County shall have exclusive jurisdiction to regulate subdivision plats and approve permits in the conflicting area until such time as the conflict is resolved.

§6.04. Expansion or Reduction of ETJ. If the City expands or reduces its ETJ, the City shall notify the County of such expansion or reduction within thirty (30) days by sending a copy to the County, at no cost to the County, of the applicable ordinance and a new map of indicating the new ETJ boundaries of the City. If available to the City, the ordinance and new ETJ map may be sent on

floppy disks or CD-rom in a format compatible with the County's GIS system, compatible formats being .dwg, .dxf, or shp. in a stateplane NAD83, or other such computer software systems as available. Upon receipt of the ordinance, the County will revise the City's ETJ on its GIS system.

§6.05. Rights of Way. The City shall comply with Section 43.106 of the Texas Local Government Code. This shall include correcting, on request of the County, any existing violations where the City's annexation has taken only a portion of the entire right of way width.

ARTICLE 7. ON-SITE SEWAGE FACILITIES

§7.01. On-Site Sewage Facilities. The County rules and regulations will be the minimum standards applicable for the regulation or inspection of on site sewage facilities under the Texas Health and Safety § 366 or Texas Administrative Code ("TAC") Chapter 285.

§7.02. Enforcement of Texas Water Code. This Agreement is not abdicating the County's jurisdiction to enforce the Texas Water Code to the City. The jurisdiction to approve and regulate culvert and development permits shall remain within the jurisdiction of the County. This Agreement is not granting the County's jurisdiction to the City to regulate or inspect on-site sewage facilities under the Texas Health and Safety § 366 or Texas Administrative Code ("TAC") Chapter 285, unless the City becomes an authorized-agent of the-Texas Commission of Environmental Quality (TCEQ) to the extent authorized under TAC §285.10 and otherwise becomes permitted to act as an authorized agent inside the ETJ by applicable law, the TCEQ Rules regarding on-site sewage facilities, and an appropriate interlocal agreement. The County shall provide copies of rules and regulations of on site septic systems to the City for distribution. The County shall issue all permits and perform inspection services of such facilities and plats for compliance with applicable law. The issuance of permits and performance of inspections does not imply or mean that the County or the City is assuming any responsibility or liability for the applicant's compliance with the law or rules and regulations of the City or County, and that responsibility and liability shall remain with those persons or entities seeking approval of their plats or systems

ARTICLE 8. DRAINAGE AND INFRASTRUCTURE

§8.01. Net lot area. Net lot area shall be defined as the total lot area minus drainage and floodplain easements.

§8.02. Notes on Plat. Drainage easements shall contain the required maintenance notes of both the City and the County on the face of all applicable plats.

§8.03. Construction Bond. A construction bond, or equivalent, equal to actual construction costs for road and drainage improvement shall be provided to the County Department of Transportation prior to plat approval.

§8.04. Review of Drainage and Infrastructure Plans. Under this Agreement (or as may be expressly modified in the consistent set of ETJ regulations) the City Engineer and the County's Engineer and Department of Development, Public Works or other persons/offices designated by the City or County, shall review plans and plats for completeness and overall intended function of drainage and infrastructure construction plans which have been prepared, signed and sealed by a licensed professional engineer employed by the plat applicant. ~~The review process will occur simultaneously~~ at the City and County, and will be limited to 30 days. Upon completion of review, the result will be communicated to the Responsible Office. One person will be designated by the County to be responsible to communicate with the Responsible Office and coordinate the County's review process under internal operating procedures adopted by the County.

§8.05. Installation and Inspections. The City Engineer and the County Engineer and Department of Development, or other persons designated by the City or County, will advise and assist in coordination of infrastructure installation in the ETJ during or after plat approval, as may be necessary in their professional judgment. The County Engineer and Department of Development, or other persons as may be designated by the County or City, if the City so decides to assist in inspections, shall make field inspections during construction as may be necessary in their judgment, to determine if all work is in accordance with approved plans and specifications. Unless otherwise agreed to between the parties, the County will provide inspection on all drainage facilities and all roads constructed to rural design standards for lots greater than one acre located in the ETJ. The City shall provide inspection of any roads constructed to urban standards for lots less than one acre and sanitary sewer or water line installations. Both the City and County may have joint responsibility for inspection of arterial streets as defined by the City's adopted Master Thoroughfare Plan and may independently assess the necessary fees for such inspection. These reviews and inspection procedures may also be modified by amendments to the consistent set of ETJ regulations per this Agreement.

ARTICLE 9. PUBLIC PROPERTY/RIGHTS OF WAY

§9.01. Dedication of Public Property. Plats that require the dedication of public right-of-way shall be approved by the City's Plan Commission and endorsed for acceptance by the County's Commissioner's Court.

Property to be dedicated for public use, such as public right of way, shall be dedicated to the County. Individuals and entities desiring to dedicate property to the County, including, but not limited to streets, alleys, storm sewers, drains, lighting, parks, green belt areas and other such structures or facilities, shall clearly indicate such on all plats and other documents submitted in the application. No property, facilities or structures will be accepted for dedication by the County without formal approval of the County Commissioners Court after approval by the City.

§9.02. Homeowner's Associations. If the City and County agree to accept property not required by

the set of consolidated and consistent set of regulations, the City shall have the responsibility to obtain the necessary documents stating that the homeowners' associations or other legal entities are required to maintain, repair and otherwise pay all expenses, including any expenses incurred by the County, for such storm sewers, fire hydrants, drains, lighting, parks, green belt areas and other such structures or facilities not otherwise generally required by the County throughout the County. The County shall not be required to maintain or provide any services beyond those services or maintenance generally provided throughout the County.

ARTICLE 9 GENERAL PROVISIONS

§10.01. Entire Agreement. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written interlocal agreement duly executed by both parties, except where otherwise provided herein. Because this Agreement is intended to provide a framework for the continued and constant development of a consistent set of ETJ regulations, Paragraph 16 (A) and other matters that are expressly delineated in this Agreement as being subject to modification in the consistent set of ETJ regulations, may be modified via the procedures provided for development of the consistent set of ETJ regulations without modifying this Interlocal Agreement and this Agreement shall otherwise remain in full force.

§10.02. Successors and Assigns. Subject to the limitations contained herein, the covenants, conditions and agreements made and entered into by the parties hereto are declared to be for the benefit of and binding upon their respective successors, representatives and assigns, if any.

§10.03. Invalidity of Provisions. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable from this agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereto and the remaining provisions shall continue in full force and effect. The purpose of this Agreement is to conform at all times to applicable law. This Agreement is to be read as being intended to be consistent with applicable law. If there is any conflict between this Agreement and applicable law or statutes, the applicable law or statutes shall control. In the event of any amendment to applicable law or statutes, this Agreement shall be interpreted as being consistent with applicable law at all times, even in the absence of any amendment to this Agreement by any of the parties hereto.

§10.04. Applicable Laws. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

§10.05. Captions. Captions and headings used in this Agreement are for reference purposes only and

shall not be deemed a part of this Agreement.

§10.06. Governmental Powers. It is understood that by execution of this Agreement, neither the City nor the County waives or surrenders any of its governmental powers.

§10.07. Severability of Provisions. If any of the provisions contained in this Lease shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

§10.08. Extension of Liability. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor Tarrant County waives any immunity or defense that would otherwise be available to it against claims by third parties.

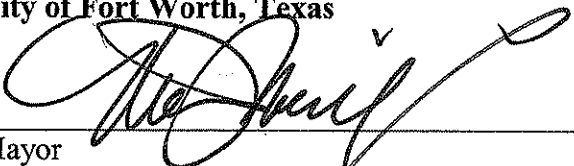
§10.09. Interpretation. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

§10.10. Sole Agreement. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter.

§10.11. Effective Date and Certification. This Agreement shall become effective immediately upon the date of adoption by the last governing body to approve and execute same. The County and the City certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

APPROVED AND EXECUTED in duplicate this the 13th day of May, 2008, by the City of Fort Worth, Texas.

City of Fort Worth, Texas



Mayor

Attest:



City Secretary

C-21761

Contract Authorization

10/10/06

Date

Approved as to form:

Jean J. McLeod
Assistant City Attorney

APPROVED AND EXECUTED in duplicate this the 22 day of January 2008, by Tarrant County, Texas.

Tarrant County, Texas

D. Alan Whitley
County Judge

Attest: Cammie O'Neil, deputy

Tarrant County Clerk

Minute Order Number: 102392

*Approved as to form:

[Signature]
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own attorney.