

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Texas Local Government Code §242.001, as amended by House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the City of Fort Worth, Texas ("City"), a political subdivision of the State of Texas, and Wise County, Texas ("County"), also a political subdivision of the State of Texas.

Recitals

WHEREAS, prior to the enactment of H.B. 1445, Texas Local Government Code §242.001 authorized City and County to exercise concurrent jurisdiction over the platting process required upon the subdivision of land within City's extraterritorial jurisdiction located within the County ("ETJ"); and

WHEREAS, H.B. 1445 amends Texas Local Government Code §242.001 to require that City and County agree to a procedure whereby only one governmental agency will have jurisdiction to oversee and regulate the platting process and related permits within a municipality's ETJ; and

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in City's ETJ; and

WHEREAS, City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

Agreements

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other

statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ. Execution of this Agreement does not affect County's authority to issue permits for on-site sewage facilities, including the authority to enforce lot size requirements, and to approve culvert and floodplain development permits pursuant to federal law.

2. *ETJ Defined.* For the purposes of this agreement, City's ETJ is described by the area indicated on Exhibit A, attached hereto and made part hereof by this reference. The recognition of the ETJ shall not be deemed an admission by City or County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.

3. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until Exhibit A to this Agreement is amended to take into account such ETJ expansion. City and County agree that in the event City's ETJ is reduced, County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until Exhibit A is amended to take into account such ETJ reduction. Should City expand or reduce its ETJ, City shall notify County of such expansion or reduction within 30 days by sending to County a copy of the applicable ordinance and an amended Exhibit A. County shall have 15 days from receipt of the amended Exhibit A to review the exhibit and to present any objections to the accuracy of the exhibit to City. The "Date of Amendment" of Exhibit A shall be: (1) the 15th day after County receives the amended exhibit if County does not object to the accuracy of the exhibit; or (2) if County objects to the accuracy of the amended exhibit, upon resolution by the parties of such objection. Amendment of Exhibit A shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).

4. *Notice of Plat Submittals and Approvals.*

(a) City shall notify County of all subdivision plat applications for property located in City's ETJ within the County within ten days after receipt of a completed application. City shall use its best efforts to comply with this paragraph; however, failure to comply shall not affect the validity of any subdivision plat.

(b) City shall notify County of the approval of plats for property located in City's ETJ within the County. A copy of the approved plat and any engineering plans shall be sent to County at the address set out in Section 10(e) within 30 days of City's approval. After notice of approval is given, County shall assign addresses to each lot within an approved subdivision.

5. *Plats Affected.* The plats that will be subject to this Agreement are those that are filed after the Effective Date, as defined herein. If the ETJ is expanded or reduced, plats must be filed with the party who will have jurisdiction after the Date of Amendment. The party receiving an application for a plat approval for which the party has no jurisdiction may either direct the developer to the appropriate office or forward the application. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected.

6. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineering reviews and inspections of public improvements, shall be borne by City and payable out of current revenues available to City. All fees relating to subdivision plat approval shall be collected by City and retained by City, unless otherwise agreed by City and County.

7. *Maintenance of Roads.* County shall continue to maintain roads constructed in the ETJ at County's expense, except as otherwise provided by agreement.

8. *Effective Date.* The Effective Date shall be the date upon which both parties have approved and fully executed this Agreement.

9. *Applicable Regulations.* The subdivision rules and regulations currently enacted by City and extended to the ETJ are hereby established as the set of regulations to be enforced by City in the ETJ. City will provide County with copies of all amendments to City's subdivision rules and regulations proposed after the Effective Date and will notify County of all public hearings on such proposed amendments.

10. *Miscellaneous Provisions.*

(a) 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 agreement duly executed by both parties.

(b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

(c) This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Wise County, Texas.

(d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

(e) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery:

City: City Manager
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

Copies to:

Development Director
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

and

City Attorney
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

County: Wise County Judge
P.O. Box 393
Decatur, TX 76030

Copies to:

Public Works Director
P.O. Box 899
Decatur, TX 76234


and

Wise County Attorney
Wise County Courthouse
Room 300
Decatur, TX 76234

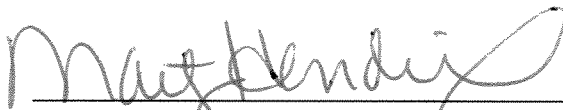
(f) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF FORT WORTH, TEXAS, in its meeting held on the 7th day of May, 2010, and executed by its authorized representative.

CITY OF FORT WORTH, TEXAS


By: 
Mike Moncrief, Mayor

ATTEST:


City Secretary



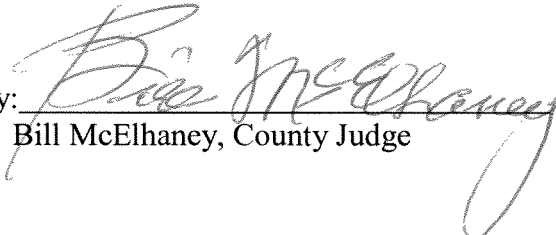
APPROVED AS TO FORM AND LEGALITY:


City Attorney

C-24189
Contract Authorization
4/27/10
Date

APPROVED BY THE COMMISSIONERS COURT FOR WISE COUNTY, TEXAS, in its meeting held on the 15th day of MARCH, 2010, and executed by its authorized representative.

WISE COUNTY

By: 
Bill McElhaney, County Judge

ATTEST:


County Clerk

City of Fort Worth

EXHIBIT A

