

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 Section 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 Coyote Flats, Texas ("City"), a political subdivision of the State of Texas, and Johnson 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 Section 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 ("ETJ") located within the County; and

WHEREAS, H.B. 1445 amended Texas Local Government Code Section 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, Section 242.001 of the Texas Local Government Code 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 County be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, all of which is provided for in the Interlocal Cooperation Act and Section 242.001, of the Texas Local Government Code.

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

Agreements

1. *County Granted Exclusive Jurisdiction.* County shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, and City shall no longer exercise any of these functions in City's ETJ.

2. *Issues not Affected.* Section 242.001 of the Local Government Code does not affect County's authority over on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues in the ETJ. Execution of this Agreement does not affect County's authority to issue permits for onsite sewage facilities, including the authority to enforce lot size requirements, and to approve culvert and floodplain development permits pursuant to federal law.
 - a. County retains its jurisdiction to enforce Chapter 366 of the Health and Safety Code and onsite sewage facilities under 30 Texas Administrative Code ("TAC") Chapter 285, and is responsible for permits issued for on-site sewage facilities located outside the city limits.
 - b. The County is responsible for issuing development permits and flood plain enforcement outside the city limits.
 - c. The County is responsible for road maintenance of the county roads located outside of the city limits.
3. *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.
4. *ETJ Expansion or Reduction.* In the event City's expands, City and County agree that County shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, and to regulate subdivisions under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties. 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 continue to be in City's ETJ. 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 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). Failure of City to notify County of the ETJ expansion or reduction shall not affect the validity of the ETJ expansion or reduction.
5. *Notice of Plat Submittals and Approvals.*
 - (a) County shall notify City of all subdivision plat applications for property located in City's ETJ within the County within ten days after receipt of a completed application. County shall use its best efforts to comply with this paragraph; however, failure to comply shall not affect the validity of any subdivision plat.
 - (b) County shall notify City 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 City at the address set out in Section 11(e) within 30 days of County's

approval. After notice of approval is given, County shall assign addresses to each lot within an approved subdivision.

6. *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.
7. *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 County and payable out of current revenues available to County. All fees relating to subdivision plat approval shall be collected by County and retained by County, unless otherwise agreed by City and County.
8. *Maintenance of Roads.* County shall continue to maintain roads constructed in the ETJ at County's expense, except as otherwise provided by agreement.
9. *Effective Date.* The Effective Date shall be the date upon which both parties have approved and fully executed this Agreement.
10. *Applicable Regulations.* The subdivision rules and regulations currently enacted by County and extended to the ETJ are hereby established as the set of regulations to be enforced by County in the ETJ. County will provide City with copies of all amendments to County's subdivision rules and regulations proposed after the Effective Date and will notify City of all public hearings on such proposed amendments.
11. *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 Johnson County, Texas.
 - (d) If any provisions hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from 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 of Coyote Flats
1800 C.R. 415

Cleburne, TX
76031

Copies to:

Doug Peterson
2601 cr 415
Cleburne TX 76031

and

Clara Morton, Sec./Treas.
4028 FM 2415
Cleburne TX 76031

County: Johnson County
Roger Harmon
County Judge
1 North Main Street
Cleburne, Texas 76033

Copies to:

Johnson County Public Works
1 North Main Street, Suite 305
Cleburne, Texas 76033

and
Bill Moore
County Attorney
204 S. Buffalo Ave. Suite 410
Cleburne, Texas 76033

(f) This agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City or County waives any immunity or defense that would otherwise be available to it against claims by third parties.

APPROVED BY THE MAYOR AND ~~TWO~~ COMMISSIONERS FOR THE CITY
OF COYOTE FLATS, TEXAS, in its meeting held on the 13th day of
January, 2014, and executed by its authorized representative.
2015

APB 1/13/15
DP 1/13/15

CITY OF COYOTE FLATS, TEXAS

By: Doug Peterson
Title: Mayor

ATTEST:

Clara Morton
City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY,
TEXAS, in its meeting held on the 13th day of April, ~~2014~~, and
executed by its authorized representative. 2015

JOHNSON COUNTY, TEXAS

Roger Harmon
Roger Harmon, County Judge

Attest:

Becky O'Neil
County Clerk, Johnson County



