

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and effective as of 18<sup>th</sup> day of May, 2015 (the "Effective Date") and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and the Local Government Code Section 242.001, by and between the **CITY OF EARLY, TEXAS** ("City"), a political subdivision of the State of Texas, and the **COUNTY OF BROWN, TEXAS** ("County"), also a political subdivision of the State of Texas.

**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 Section 791.011 regarding contracts to perform governmental functions and services; and

**WHEREAS**, Local Government Code Section 242.001 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 the extraterritorial jurisdiction ("ETJ") of City; and

**WHEREAS**, Local Government Code Section 242.001 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

**WHEREAS**, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ, all of which is provided for in the Interlocal Cooperation Act and Local Government Code Section 242.001.

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

1. **City Granted Exclusive Jurisdiction.** City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in the City's ETJ and may regulate subdivisions under Chapter 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.

2. **Copy of Applicable Rules and Regulations.** City agrees that it will provide County with a copy of all current rules and regulations applicable to the subdivision of property within the City's ETJ, and further agrees that, if City amends any rule or regulation pertaining to the subdivision of property within the City's ETJ, it will provide a copy of the amended rule or regulation to County.

3. **Variances to Subdivision Rules and Regulations.** City agrees that, if it receives any application or request for a variance or exception to a subdivision rule or regulation applicable to property within the City's ETJ, it will give notice of the request to County and provide County a reasonable opportunity to comment on the request before granting the request. Notwithstanding the foregoing, City, in considering the request for variance or exception to the subdivision rule or regulation, shall give due consideration to any comments made by County, however, this review process shall not be construed as limiting the City's sole authority to approve subdivision plats in the City's ETJ.

May 18, 2015  
(Exhibit #5)

4. **ETJ expansion or Reduction.** Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both 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 this Agreement is amended to take into account such ETJ expansion or reduction.

5. **OSSF Regulation.** In those instances where a subdivision is located within a part of the City's ETJ which is not served by City sewer facilities, the City will require the subdivision developer(s) and landowner(s) to comply with County on-site sewage facility (OSSF) rules and regulations, and such compliance will be a prerequisite to the issuance by County of any required OSSF permits. County shall continue to be solely responsible for the oversight and permitting of septic systems in the City's ETJ.

6. **County Review.** City shall provide to County a copy of all proposed subdivision plats in the City's ETJ for the County's review and comment, and shall give due consideration to any comments received, however, this review process shall not be construed as limiting the City's sole authority to approve subdivision plats in the City's ETJ.

7. **Term.** The term of this Agreement is for one year from the Effective Date of this Agreement, after which the Agreement will renew automatically for successive terms unless terminated earlier pursuant to the provisions stated herein. Either party to this Agreement may terminate the Agreement at the end of any term without cause by notifying the other party not later than forty-five (45) days prior to the end of the applicable term. However, both parties understand and agree that the right to terminate this Agreement does not avoid the statutory duty of City and County to have a written agreement governing the regulation of subdivision plats and related permits in the City's ETJ.

8. **Consideration.** City specifically agrees that, because it desires to have the sole authority to regulate subdivisions within the City's ETJ, the sole authority to do so is adequate consideration for the performance of its obligations under this Agreement. County specifically agrees that, because it does not desire to have the responsibility of regulating subdivision development within the City's ETJ, being absolved of this responsibility is adequate consideration for the relinquishment of any statutory right to do so.

9. **Miscellaneous.**

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 Brown 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. The 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 EARLY, TEXAS, in its meeting held on the 9 day of June 2015, and executed by its authorized representative.

CITY OF EARLY, TEXAS

By: Robert Mangrum  
Honorable Robert G. Mangrum, Mayor

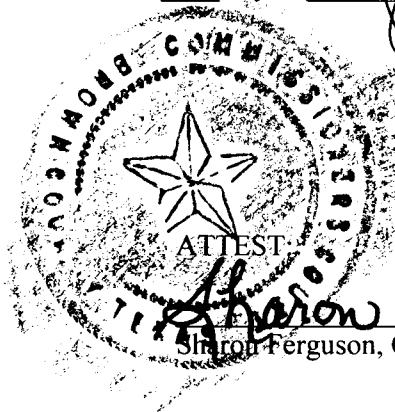
ATTEST:

Brenda Kilgo  
Brenda Kilgo, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR BROW, TEXAS, in its meeting held on the 18 day of May 2015, and executed by its authorized representative.

BROWN COUNTY:

By: E Ray West  
Judge E. Ray West, County Judge



Sharon Ferguson  
Sharon Ferguson, County Clerk