

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**INTERLOCAL AGREEMENT BETWEEN ATASCOSA
COUNTY AND THE CITY OF SAN ANTONIO FOR
SUBDIVISION PLATTING WITHIN THE ETJ OF
THE CITY OF SAN ANTONIO**

THIS INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is made and entered into by and between Atascosa County, Texas, a political subdivision of the State of Texas (the “County”), and the City of San Antonio, a home-rule municipality situated within Bexar County, Texas (the “City”).

WHEREAS, the City has duly identified its extraterritorial jurisdiction (hereinafter referred to as “ETJ”) within the County; and

WHEREAS, the City has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the County has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code section 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the Texas Legislature has revised Texas Local Government Code Chapter 242 to limit the regulation of subdivision plats within the ETJ to one entity; and

WHEREAS, the County and the City are required to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City within the County; and

WHEREAS, pursuant to section 242.001(d)(4) of the Texas Local Government Code, the City and the County desire to enter into this Agreement, establishing consolidated and consistent subdivision platting regulations for the City’s ETJ; and

NOW, THEREFORE, the County and the City mutually agree as follows:

Article I.

PURPOSE

1.01 The purpose of this Agreement is to establish and clarify each Party’s obligations, costs, and the manner and method of approving subdivision plats for real property located within both the County and the ETJ of the City.

Article II.

TERM OF AGREEMENT

2.01 The County and the City mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both the County and the City until terminated by the parties as hereinafter provided. This Agreement may be amended by the mutual agreement of the parties in writing.

2.02 Notwithstanding the foregoing, this Agreement may be terminated by either party by giving sixty (60) calendar days’ written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt

requested, to the other party, at the address set out herein. Upon termination of this Agreement, neither party shall have obligations to the other party under this Agreement.

Article III.

CITY OBLIGATIONS

3.01 The City assigns and delegates to the County, the City's authority to approve subdivision plats, except as otherwise stipulated in Paragraph 3.02 of this Agreement, located within the ETJ of the City located and the boundaries of the County.

3.02 The City shall approve subdivision plats containing residential densities greater than two and one-half dwelling units per acre, in accordance with the procedures and standards set forth in Chapter 35, Unified Development Code, of the City Code of San Antonio, Texas. The City shall act as the general public's point-of-contact for the receipt of all platting applications and required fees for plats approved in accordance with this Paragraph 3.02.

3.03 As an attachment to this Agreement, the City shall provide a current map defining the legal boundaries of the City's ETJ located within the County. The City shall notify, in writing, the County of any changes to the City's ETJ located within the County within ten (10) working days of the effective date of the change, and the area covered by this Agreement shall be deemed to have been amended accordingly. The recognition of the ETJ within this Agreement shall not be deemed an admission by the City or County in any dispute with any other person or municipality regarding the boundaries of the City's ETJ.

Article IV.

COUNTY OBLIGATIONS

4.01 The County shall enforce its subdivision regulations within the City's ETJ and is hereby granted exclusive jurisdiction to regulate subdivision plats and approve related permits within the City's ETJ and may regulate subdivisions under Atascosa County Subdivision Regulations and any other applicable statutes, except as provided in Paragraph 3.02 hereinabove.

4.02 The County shall act as the general public's point-of-contact for receipt of all platting applications and all fees relative to the regulations described in this Agreement, including fees for recording the approved plat with the County Clerk, except with regard to such plats covered by Paragraph 3.02. The Atascosa County Subdivision Regulations are available in the Atascosa County Clerk's Office upon request.

4.03 The County, within the parameters of this Agreement, shall have exclusive control over the formulation and enforcement of regulations pertaining to septic tank permitting in those portions of the County which are also within the ETJ of the City.

Article V.

GENERAL PROVISIONS

5.01 **General Administration:** General administration of this Agreement shall be by the contact person and representative for the County – the Atascosa County Judge or his/her representative. Administration of this Agreement by the City shall be the Director of Developmental Services Department.

Communications between City and County shall be directed to the representatives designated in this Paragraph 5.01.

5.02 **Applicable Regulations:** The subdivision rules and regulations currently enacted and as amended from time to time by the County and extended to the ETJ are hereby established as the set of regulations to be enforced by the County in the ETJ.

5.03 **Alteration, Amendment, Modification:** This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Atascosa County Commissioners Court or the San Antonio City Council.

5.04 **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent registered or certified mail, return receipt requested.

a. Notices sent pursuant to this Agreement shall be sent to the Atascosa County Judge's Office at the following address:

County Judge Robert L. Hurley (or his successor in office)
County of Atascosa
#1 Courthouse Circle Dr., Suite 101
Jourdanton, Texas 78026

b. Notices sent pursuant to this Agreement shall be sent to the City of San Antonio at the following address:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283
Attn: Michael Shannon
Director, Development Services Department

c. When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

d. Notice of change of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

5.05 **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

5.06 **Waiver:** The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

5.07 **Entire Agreement; Third Parties:** This Agreement constitutes the entire agreement between the County and the City. No other agreement, statement, or promise relating to the subject matter of this

Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement, shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

5.08 **Effective Date:** This Agreement shall be effective on the date it has been signed by the representatives of both the City and the County.

CITY OF SAN ANTONIO

ATASCOSA COUNTY

(Signature)

(Signature)

Printed Name: Erik Walsh

Printed Name: Robert L. Hurley

Title: City Manager

Title: Atascosa County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk, City of San Antonio

County Clerk, Atascosa County, Texas

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

City Attorney

County Attorney