

INTERLOCAL AGREEMENT

THIS INTERLOCAL 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 and between the CITY OF LIBERTY HILL, TEXAS ("City"), a political subdivision of the State of Texas, and the COUNTY OF WILLIAMSON, TEXAS ("County"), also a political subdivision of the State of Texas.

WHEREAS, prior to the enactment of H.B. 1445 by the 77th Texas Legislature, Texas Local Government Code § 242.001 authorized the City and the County to exercise concurrent jurisdiction over the platting process required upon the subdivision of land in the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Local Government Code § 242.001 was amended by the 77th and 78th Texas Legislatures to require the City and the County to agree as to the jurisdiction to oversee and regulate subdivision plats and approve related permits in the ETJ; and

WHEREAS, the Interlocal Cooperation Act also allows local governments to contract with one another to perform governmental functions and services; 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(d)(4) of the Texas Local Government Code, as amended, allows the City and the County to agree that City and County will exercise joint jurisdiction to regulate subdivision plats and approve related permits in the ETJ through an agreement that provides: (1) a single office where plats are filed and fees collected for subdivisions in the ETJ; (2) a single plat application fee and the allocation of that fee; (3) a process by which developers get one response of approval or disapproval for their plat application; and (4) a single, unified set of regulations for plats in the ETJ; and

WHEREAS, Section 242.001(d)(4) of the Texas Local Government Code provides independent authority for a municipality and a county to enforce consolidated and consistent regulations within the ETJ (*See* Tex. Atty. Gen. Op. No. JC-0518 (June 24, 2002)); and

WHEREAS, the County has reviewed the City's regulations relating to subdivision regulation and platting (known as the City's Unified Development Code or "UDC") and concurs that those regulations and any amendments thereto that have been adopted as of the effective date of this Agreement are reasonable and appropriate and should apply throughout the City's entire ETJ; and

WHEREAS, both City and County desire to implement joint jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and Section 242.001 of the Texas Local Government Code; and

WHEREAS, it is the intention of the City to annex all of the Williamson County land within its ETJ at such time as all statutory requirements can be met.

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

1. *Joint Jurisdiction.*
 - a. The City and the County shall exercise joint jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ in accordance with the terms of this Agreement.
 - b. The City is not granted jurisdiction to enforce the regulations pertaining to on-site sewage facilities (Texas Health & Safety Code Ch. 366; and 30 Tex. Admin. Code Ch. 285) unless the City is authorized to do so pursuant to 30 Tex. Admin. Code § 285.10.
2. *Consolidated Regulations for Subdivisions in the ETJ.*
 - a. The Subdivision Regulations currently enacted by the City are hereby established as the set of regulations to be enforced in the ETJ.
 - b. In October 2007, the City revised the Unified Development Code ("UDC") and related technical manuals.
 - c. For all new applications filed after September 24, 2007, the revised UDC shall be the set of regulations to be enforced in the ETJ, and shall remain as the unified, consistent set of regulations to be applied, as may be amended from time to time. Any revisions to the UDC must be approved by both the City and the County for application under this Agreement.
 - d. Each party shall provide copies of its subdivision regulations to the other party, and any amendments to either party's subdivision rules shall be sent to the other party in the same manner as other notices are required to be given under this Agreement.
3. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction by providing the County with a copy of the ordinance effecting the change. This Agreement shall be considered automatically amended to take into account the expansion or reduction in City's ETJ upon the effective date of the City's ordinance that expands or reduces the City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction ETJ necessitates the amendment of this Agreement, both City and County agree that the terms of this Agreement shall continue in full force and effect until this Agreement is amended to take into account such ETJ expansion or reduction.

4. *Office Where Plats are Filed.* The City and County agree that all plats filed after the Effective Date for subdivisions in the ETJ shall be filed with the City. The County shall either forward all plats that are subject to this Agreement to the City, or shall direct the applicant to contact the City. The City shall provide copies of such applications, or portions of such applications relating to the City Standards, to the County.
5. *Plat Processing.*
 - a. The City shall review all plats for compliance with the applicable regulations pursuant to the terms of this Agreement.
 - b. The County may review all plats for compliance with the County Standards. If the County has any comments it shall communicate those comments to the City within the application review timeframes established by the City. The City shall include all County comments into the response to the applicant and cause to enforce all County comments prior to approval of any plat or construction drawings.
 - c. The County may inspect projects for compliance with the County Standards.
 - d. The City shall provide the County with written notice of the approval of a plat within thirty (30) days of the City's approval. After notice of approval is given, the County shall assign addresses to each lot within the approved subdivision.
 - e. The City shall provide the response to the applicant approving or disapproving the plat application or requiring additional information.
6. *Plats Affected.* The plats that are affected by this Agreement shall be those for which applications are filed after the Effective Date. Any rights accruing to a person pursuant to Chapter 245 of the Texas Local Government Code shall not be affected by this Agreement.
7. *Collection of Fees.* The City and County shall be entitled to collect fees and to retain such fees for plats reviewed pursuant to this Agreement. The City shall collect, on its own behalf, all City fees and the County shall collect, on its own behalf, all County fees. The City may collect fees for the County if the County so requests.
8. *Notice of Approved Plats.* The City shall provide the County with written notice of the approval of a plat within thirty (30) days of the City's approval. After notice of approval is given, the County shall assign addresses to each lot within the approved subdivision.
9. *Notices to City or to County.* All notices required to be given under this Agreement shall be addressed as follows and shall be delivered by certified mail, postage prepaid, or by hand delivery:

To City:
Mayor
City of Liberty Hill
P.O. Box 1920
Liberty Hill, Texas 78642

With a copy to:
City Administrator
City of Liberty Hill
P.O. Box 1920
Liberty Hill, Texas 78642

To County:
County Judge
Williamson County
710 Main Street, Suite 201
Georgetown, Texas 78626

With a copy to:
County Engineer
Williamson County
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

10. *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. Either party may request to renegotiate this Agreement at anytime.
- 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 Williamson 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 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. 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.

- f. This Agreement shall be effective as of _____, 2008
(the "Effective Date").

(The remainder of this page is intentionally left blank.)

APPROVED BY THE CITY COUNCIL FOR THE CITY OF LIBERTY HILL, TEXAS
in its meeting held on the 14 day of July, 2008, and executed by its
authorized representative.

CITY OF LIBERTY HILL, TEXAS

By: Connie Fuller
Connie Fuller, Mayor

ATTEST:

Kathy Clark
Kathy Clark, City Secretary

APPROVED AS TO FORM:

Art Rodriguez
Art Rodriguez, City Attorney

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY,
TEXAS, in its meeting held on the 19th day of August, 2008, and
executed by its authorized representative.

WILLIAMSON COUNTY

By: [Signature]
County Judge

ATTEST:

Nancy E. Roster