

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 House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between **CITY OF AURORA, TEXAS** ("Aurora"), a political subdivision of the State of Texas, and the **COUNTY OF WISE, TEXAS** ("Wise 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, Aurora and Wise 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 Aurora and Wise 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 Aurora; and

WHEREAS, H.B. 1445 allows Aurora and Wise County to agree that Aurora 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 Aurora and Wise County desire that Aurora be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in Aurora's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

1. *Aurora Granted Exclusive Jurisdiction.* Aurora shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in Aurora'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 Wise County shall no longer exercise any of these functions in Aurora's ETJ, except that in view of Wise County's regulations pertaining to subdivisions using water wells and septic tanks, Aurora agrees to enforce Wise County's regulations in the event they are more restrictive than the city's and will therefore not approve any subdivision plat containing any lot smaller than two acres in size when a water well and septic tank will both be used on a lot.

2. *ETJ Expansion or Reduction.* Should Aurora expand or reduce its ETJ, Aurora shall file in the Office of the County Clerk of Wise County, a graphic illustration exhibit or new city base map exhibit which takes into account the expansion or reduction in Aurora's ETJ. In the event that Aurora's ETJ should expand or reduce, both Aurora and Wise County agree that this Agreement shall be applicable to any new ETJ areas incorporated into Aurora's ETJ through the term of this Agreement.

3. *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 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. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Aurora nor Wise County waives any immunity or defense that would otherwise be available to it against claims by third parties.

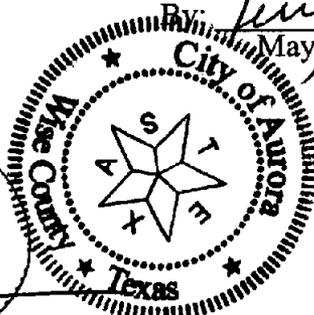
f. This Agreement shall be effective as of September 1, 2007 and shall be automatically extended thereafter on a year-by-year basis unless cancelled in writing by either party with thirty days prior written notice.

g. Because Aurora is granted exclusive jurisdiction to regulate subdivision plats and approve related permits set forth herein, Aurora will be responsible for all costs and expenses related thereto, and shall not look to Wise County for any reimbursement of same.

APPROVED BY THE CITY COUNCIL FOR THE *CITY OF AURORA, TEXAS*, in its meeting held on the 7 day of February, 2008, and executed by its authorized representative.

CITY OF AURORA, TEXAS

By: Terry Solomon
Mayor



ATTEST:

[Signature]
City Secretary

INTERLOCAL AGREEMENT

APPROVED BY THE COMMISSIONERS COURT FOR THE WISE COUNTY, TEXAS,
in its meeting held on the 28th day of April, 2008, and executed by its authorized
representative.

WISE COUNTY, TEXAS

By: Brian McElaney
County Judge



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