

COPY

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 BOYD, TEXAS** ("Boyd"), 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, Boyd 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 Boyd 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 Boyd; and

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

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

1. *Boyd Granted Exclusive Jurisdiction.* Boyd shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in Boyd'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 Boyd's ETJ, except that in view of Wise County's regulations pertaining to subdivisions using water wells and septic tanks, Boyd agrees to enforce Wise County's more restrictive regulations and will therefore not approve any subdivision plat containing any lot smaller than two acres in size when a water well and a septic tank will both be used on a lot.
2. *ETJ Expansion or Reduction.* Should Boyd expand or reduce its ETJ, Boyd 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 Boyd's ETJ. In the event that Boyd's ETJ should expand or reduce, both Boyd and Wise County agree that this Agreement shall be applicable to any new ETJ areas incorporated into Boyd'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 Boyd 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 April 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 Boyd is granted exclusive jurisdiction to regulate subdivision plats and approve related permits set forth herein, Boyd 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 BOYD, TEXAS*, in its meeting held on the 19 day of June, 2007, and executed by its authorized representative.

CITY OF BOYD, TEXAS

By: Brent Wilson
Mayor

ATTEST:

Jay Patterson
City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR THE WISE COUNTY, TEXAS,
in its meeting held on the 17th day of June, 2007, and executed by its authorized
representative.

WISE COUNTY, TEXAS

By: *Brian McElaney*
County Judge 07/05/07



Sherry Parker-Lemon
County Clerk

Sherry Parker-Lemon, County Clerk
Wise County

wise county\interloc.agt\subd regs ila\Boyd\agreement 2007