

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 NEWARK, TEXAS** ("Newark"), 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, Newark 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 Newark 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 Newark; and

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

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

1. *Newark Granted Exclusive Jurisdiction.* Newark shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in Newark'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 Newark's ETJ.

Newark Granted Exclusive Jurisdiction To Enforce the Most Stringent Regulation. Newark shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in Decatur'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 Newark's ETJ. It is agreed and understood however, that to the extent that there is any conflict between the applicable requirements or regulations of the two entities that are parties to this agreement, Newark shall apply and enforce the most stringent or most restrictive of same.

2. *ETJ Expansion or Reduction.* Should Newark expand or reduce its ETJ, Newark shall promptly notify Wise County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in Newark's ETJ. In the event that Newark's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both Newark and Wise County agree that Newark shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in Newark's 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.

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

Newark 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 March 1, 2005 and shall expire when cancelled in writing by either party with thirty days prior written notice.

g. Because Newark is granted exclusive jurisdiction to regulate subdivision plats and approve related permits set forth herein, Newark 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 NEWARK, TEXAS, in its meeting held on the 1th day of February, 2005, and executed by its authorized representative.

CITY OF NEWARK, TEXAS

By: W.B. Malone
Mayor

ATTEST:

Sherry Edgemon
City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR THE WISE COUNTY, TEXAS, in its meeting held on the 28 day of MAR, 2005, and executed by its authorized representative.

WISE COUNTY, TEXAS

By: R. R. Quise
County Judge



Shirley Paiker - Lemon
County Clerk

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