

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF
PARKER AND THE CITY OF FORT WORTH**

PLAT APPROVAL JURISDICTION IN THE CITY'S ETJ

THIS INTERLOCAL COOPERATION 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 House Bill 1445 ("H.B. 1445, enacted by the Texas Legislature during its 77th Legislative Session), by and between the City of Fort Worth, Texas ("City"), a political subdivision of the State of Texas, and Parker County, Texas ("County"), also a political subdivision of the State of Texas.

Recitals

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

WHEREAS, H.B. 1445 amends Texas Local Government Code §242.001 to require that City and County agree to a procedure whereby only one governmental agency will have jurisdiction to oversee and regulate the platting process and related permits within a municipality's ETJ, and

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, the 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, H.B. 1445 requires the City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in City's ETJ, and

WHEREAS, the City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

Agreements

1. *City Granted Exclusive Jurisdiction*

The City shall be granted exclusive jurisdiction to regulate all subdivision plats pursuant to Local Government Code 242 and approve all related permits in City's ETJ and may regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and the County shall no longer exercise any of these functions in City's ETJ. The City is not granted jurisdiction to enforce Texas Health and Safety Code Chapter 366 or onsite sewage facilities under 30 Texas Administrative Code ("TAC") Chapter 285 unless the City is an authorized agent of the Texas Commission on Environmental Quality under 20 TAC 285.10. Execution of this Agreement does not affect the County's authority to issue permits for onsite sewage facilities and to approve culvert and floodplain development permits pursuant to federal law. Authority to enforce lot size requirements lie with the Upper Trinity Groundwater Conservation District when private wells are the water source.

2. *Issues Not Affected by this Agreement*

This Agreement does not affect on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.

(a) This agreement has no impact on permits issued for on-site sewage or floodplain enforcement, the County is responsible for on-site sewage facility permits and floodplain enforcement outside of the City Limits.

(b) The Agreement has no impact on road maintenance issues. The City shall not be responsible for acceptance by the County of the subdivision roads as county roads or for county maintenance. The County remains the governmental entity that is responsible for acceptance of subdivision roads outside of the City boundaries as county roads and for county road maintenance. Subdivision roads will continue to require commissioner court adoption into the County Road System to be eligible for county road maintenance. Acceptance of a public road as a county road with county maintenance remains a discretionary decision by the county commissioners' court.

(c) This Agreement has no Impact on 911 addressing. Parker County will be responsible for 911 addressing.

3. ETJ

For the purpose of this agreement, City's ETJ is described by the area indicated on "Attached Exhibit A", attached hereto and made part hereof by this reference. The recognition of the ETJ shall not be deemed an admission by the City or County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.

4. ETJ Expansion or Reduction

In the event the City's ETJ expands, the City and County agree that the City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the 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. The City and County agree that in the event City's ETJ is reduced, the County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until this Agreement is amended to take into account such ETJ reduction. Should the City expand or reduce its ETJ, the City shall notify the County of such expansion or reduction within 30 days by sending to the County a copy of the applicable ordinance and an exhibit of the revised ETJ. The County shall have 30 days, from the receipt of such ordinance and exhibit, to review and present any objections to the City regarding the accuracy of the revision to the ETJ. The "Date of Amendment" shall be: (1) the 30th day after County receives the exhibit if the County does not object to the accuracy of the exhibit; or (2) if the County objects to the accuracy of the exhibit, upon resolution by the parties of such objection, any amendment to this Agreement shall be deemed an amendment by the parties pursuant to Texas Local Government Code §242.001 (c).

5. Notice of Plat Submittals and Approvals and County Records Recordation

(a) The City shall notify and forward to the County a copy of all subdivision plat applications and blue lines for property located in the City's ETJ and within the County by the 30th day after receipt of a completed application. City shall use its best efforts to comply with this paragraph; however, failure to comply shall not affect the validity of any subdivision plat.

(b) The County shall work with the plat applicant to obtain Construction/Maintenance bonds as required by the County. The City shall not approve any plat in the City's ETJ within the County until the County's bond requirements have been satisfied and the county provided written notice of such to the City.

(c) The City shall notify the County of the approval of plats for property located in City's ETJ and within the County. The approved plat shall be sent to the Parker County Platting Office at the address set out in Section 14(e) within 30 days of City's approval for proper recordation in the Deed Records of Parker County. The expense for proper recordation in the county deed records shall be borne by the developer in accordance with law.

(d) Nothing in this contract is intended to interfere with the recordation requirements neither of state law nor with the authority and duty of the County Clerk to collect filing fees.

6. Plats Affected

The plats that will be subject to this Agreement are those that are filed after the Effective Date, as defined herein. If the ETJ is expanded or reduced, plats must be filed with the party who will have jurisdiction after the Date of Amendment. The party receiving an application for a plat approval for which the party has no jurisdiction may either direct the developer to the appropriate office or forward the application. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected.

7. Collections of Fees

All fees relating to subdivision plat approval shall be collected by the City and retained by the City except for fees for filing the approved plat with the County Clerk and such other fees as may be expected by the provisions of this contract or by law.

8. Maintenance of Roads

The County remains the governmental entity with jurisdiction of roads within the extraterritorial jurisdiction of the City. The City does not assume any responsibility for road maintenance of roads that are outside the boundaries of the City but within the extraterritorial jurisdiction of the City. Government maintenance of any road in a subdivision plat approved by the City that lies within the extra-territorial jurisdiction of the City remains in the discretion of the Commissioners' Court and within the operation of state law generally and is not the subject of this contract.

9. Road Test

In order to be considered by the County for acceptance as a county road and for county maintenance, it is required that the developer have the new road inspected and test samples of the new road establish that the road meets or exceeds the more stringent of the City and/or County road

specifications. Required engineering inspection and laboratory costs shall be borne by the developer. The acceptance of a new road as a county road with county maintenance lies solely within the discretion of the Commissioners Court. No other entity and no individual county official have authority to bind the County. No concrete roads within a residential subdivision will be accepted for County maintenance. All such streets will be designated as private roads and maintenance will remain the responsibility of the property owners. Nothing in this contract binds the County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

10. Installation and Inspections of Infrastructure

Both the City and County may have joint responsibility for inspection of arterial streets as defined by the City's adopted Master Thoroughfare Plan and may independently assess the necessary fees for such inspection. These reviews and inspection procedures may also be modified by amendments to the consistent set of ETJ regulations per this Agreement. The City Engineer, or other persons designated by the City or County, will advise and assist in the coordination of infrastructure plan review and installation in the ETJ during or after plat approval, as may be necessary in their professional judgment. The City Engineer or other persons as may be designated by the City, if the City so decides to assist in inspections, shall make field inspections during construction as may be necessary in their judgment, to determine if all work is in accordance with approved plans and specifications. The plat applicant will be responsible for inspection and materials testing fees in an amount equal to that paid for infrastructure construction within the city limits, paid to the City, for design review and site inspection, if they are providing these services.

11. Bonds

All bonds required by the County from the developer shall be enforced by the County. Proper format for Construction/Maintenance bonds shall be obtained from the City "Attached Exhibit B". Said Bond shall be presented to Commissioners Court (on the earliest agenda possible) and will be held in the County Judge's Office until the release date is established.

A Maintenance Bond and any engineering information shall be presented to Commissioners Court upon the release of the Construction Bond. Upon expiration of the Maintenance Bond, the County may accept for maintenance roads meeting county standards; the County will notify the City of new roads being accepted.

12. Effective Date

The effective date shall be the date upon which both parties have approved and fully executed this agreement.

13. Applicable Regulations

(a) The subdivision rules and regulations currently enacted and as amended from time to time, by the City and extended to the ETJ are hereby established as the set of regulations to be enforced by the City in the ETJ.

Subdivision plats are required to include the entire original parent tract in all applications. A statement shall appear on the plat face stating that the subdivision is within the Extra Territorial Jurisdiction of the City of Fort Worth and Parker County Commissioners Court signatures are not required.

(b) When private wells are the water source the following statement(s) must be reflected on the final approved plat:

GROUNDWATER CERTIFICATION STATEMENTS

- i) The following wording must appear on the plat if a Groundwater Certification is required:

Certification of Groundwater availability for this plat is filed in Volume _____, Page _____, Real Records Parker County, Texas.

- ii) The following wording must appear on the plat if a Groundwater Certification is not required in

accordance with Parker County Subdivision Regulations and Construction Standards, Section 4.12.

EXCEPTIONS TO GROUNDWATER AVAILABILITY CERTIFICATION FOR PLATTING:

This plat represents property which has been platted without groundwater certification as prescribed in Texas Local Government Code Section §232.0032. Buyer is advised to question seller as to the groundwater availability.

14. Miscellaneous Provisions

(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 Parker County, Texas.

(d) If any provisions 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 provision shall continue in full force and effect.

(e) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

Mayor
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

County Judge
#1 Courthouse Square
Weatherford, Texas 76086

City of Fort Worth
Att: Allison Gray (ETJ/Annexing)
1000 Throckmorton
Fort Worth, Texas 76102

Parker County Platting Department
1112 Santa Fe Drive
Weatherford, Texas 76086

Commissioner, Precinct One
3000 Veal Station Road
Weatherford, Texas 76085

Commissioner, Precinct Four
1320 Airport Road
Aledo, Texas 76008

County Attorney Office
118 W. Columbia Street
Weatherford, Texas 76086

(f) This 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.


(g) Preliminary plats and final plats of property in the City's ETJ that are submitted after the effective date of this agreement will not require approval of the County.

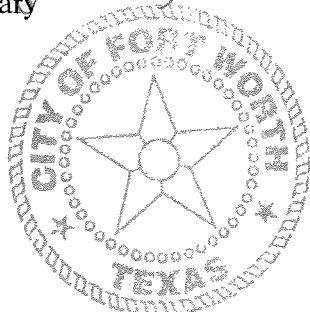
APPROVED BY THE CITY COUNCIL FOR THE CITY OF FORT WORTH, TEXAS, in its meeting held on the 7th day of June 2011 and executed by its authorized representative.

CITY OF FORT WORTH

By  


ATTEST:


City Secretary



C-24927
Contract Authorization
6/7/11
date

APPROVED TO AS FORM

By 
City Attorney, Assistant

APPROVED BY THE COMMISSIONERS COURT OF PARKER COUNTY, TEXAS, in its
meeting held on the 15 day of July 2011 and executed
by its authorized representative.

PARKER COUNTY

By [Signature]
Mark Riley, County Judge

ATTEST:

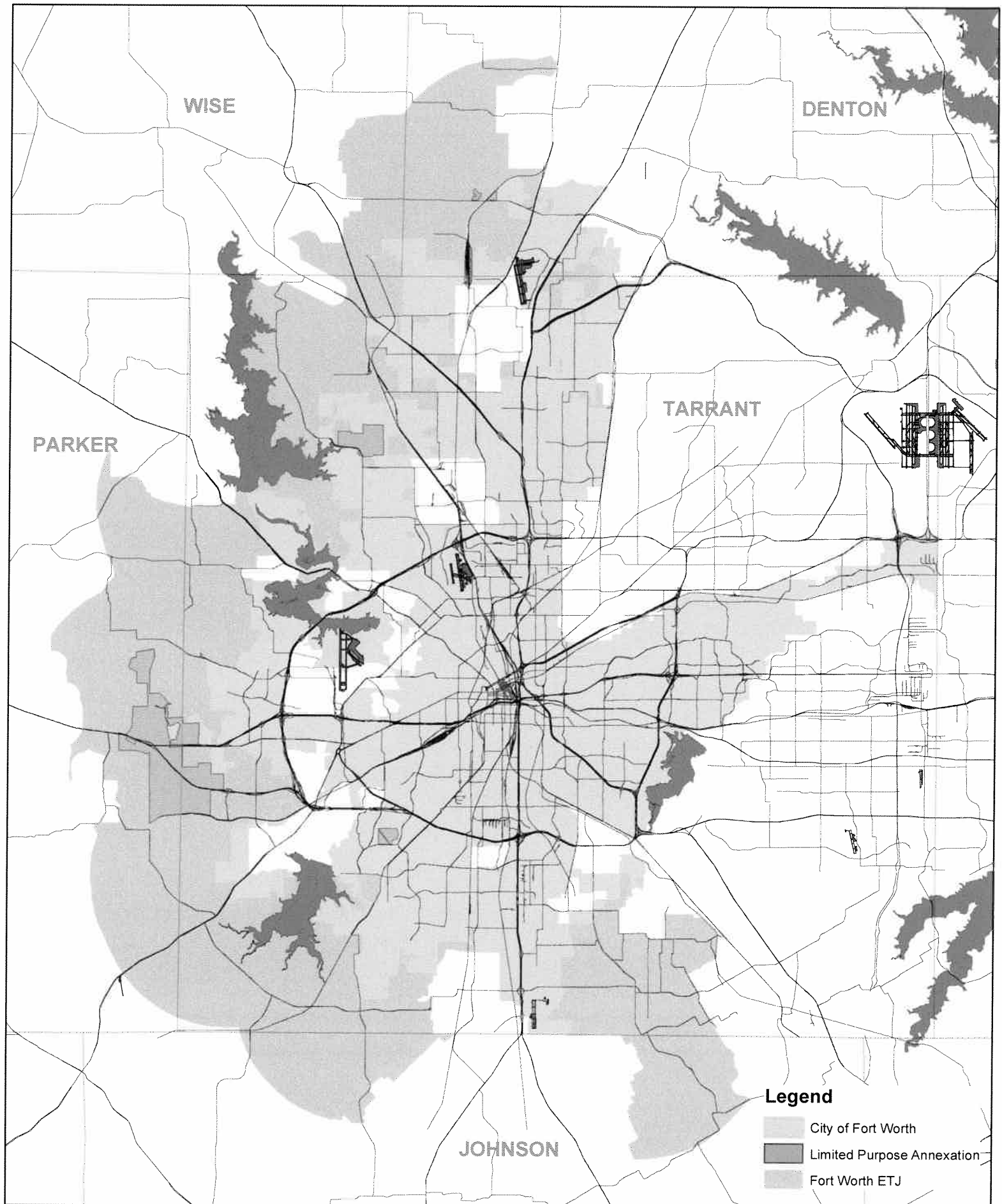
[Signature]
County Clerk

APPROVED TO AS FORM

By [Signature]
County Attorney

City of Fort Worth

EXHIBIT A



LETTER OF CREDIT FOR **CONSTRUCTION**

No. _____

FOR THE BENEFIT OF THE FOLLOWING SOLE BENEFICIARY:

COUNTY JUDGE OF PARKER COUNTY, TEXAS OR HIS SUCCESSOR IN OFFICE

ATTENTION:

We hereby establish our Irrevocable Letter of Credit For Construction No. _____ in your favor for the amount of _____ and No/100 Dollars (\$_____). This Letter of Credit is for the account of _____, and is available by your draft drawn on the _____.

This Letter of Credit for Construction will apply to the total amount of _____, and will be in effect until all roads, streets, and drainage structures have been completed to the satisfaction of the Commissioners Court of Parker County, Texas, and the Irrevocable Letter of Credit For Construction has been released by a Court Order from the Parker County Commissioners Court.

This Letter of Credit for Construction is issued to Parker County in reference to _____ Subdivision and in accordance with Article V of the Subdivision Regulations and Construction Standards for Parker County, Texas, Section 5.01 pertaining to the insurance of construction of roadways in said subdivision. Further this Letter of Credit for Construction acknowledges the fact that the construction of such roadways shall begin within ninety (90) days after

final approval of the plat is given and that the road construction will be completed no later than thirteen (13) months after final approval of the plat is given by Commissioners Court.

This Letter of Credit shall expire at 12.01 a.m. on _____ which shall represent a period of obligation under this Letter of Credit equaling a thirteen (13) month period following approval of the final plat of the subject subdivision by the Parker County Commissioners Court.

SIGNED, sealed and delivered at _____, Texas, the _____ day of _____, 20__.

(Financial Institution)

By: _____
Authorized Agent/Officer

STATE OF TEXAS	}	LETTER OF CREDIT
	}	FOR
COUNTY OF PARKER	}	MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ of
_____, Texas as Principal, and
_____ as Surety, are held and firmly
bound unto the County Judge of Parker County, Texas, or his successors in office in the sum of
_____ Dollars, (\$_____) lawful
money of the United States, for the payment of which well and truly to be made, we bind
ourselves, and each of us, our heirs, executors, administrators, successors and assigns, jointly and
severally, by these presents.

This Letter of Credit for Maintenance is issued to Parker County in reference
to _____ Subdivision and in accordance with Article V of the
“Subdivision Regulations and Construction Standards for Parker County, Texas,” Section 5.02
pertaining to the maintenance of roadways in said subdivision. Further, this Letter of Credit for
Maintenance acknowledges the fact that the owner guarantees for two (2) years from the date of
the approval by the Parker County Commissioners Court, to maintain such road or street
improvements in a good state to the satisfaction of the Commissioners Court of Parker County,
Texas; and afterwards this obligation shall be null and void. This Letter of Credit for

Maintenance represents twenty (20) percent of the Letter of Credit guaranteeing the road construction.

This Letter of Credit for Maintenance shall expire at 12:01 on _____, which shall represent a period of obligation under this Letter of Credit for Maintenance equaling a two (2) year period following approval of **(the final plat)** by the Parker County Commissioners Court.

SIGNED, sealed and delivered at _____, Texas, the _____ day of _____, 20____.

(Financial Institution)

BY: _____
Authorized Agent/Officer