

RESOLUTION NO. 2123

INTERLOCAL COOPERATION AGREEMENT **ETJ AUTHORITY – LAND USE REGULATIONS**

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code 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 TERRELL, TEXAS** (“City”), a political subdivision of the State of Texas and **KAUFMAN COUNTY, TEXAS** (“Kaufman County”), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, the City and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction (“ETJ”) of TERRELL; and

WHEREAS, it is the expressed desire of both the City and Kaufman County that the City be granted exclusive jurisdiction to regulate subdivision plats and to approve related permits in the City’s ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, both the City and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 on, by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

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

AGREEMENT

1. Term of Agreement and Certification

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both City and Kaufman County until September 30th, 2025. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days’ prior written notice.

(b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *City's Jurisdiction.* City is granted exclusive jurisdiction to regulate all subdivision platting in City's ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities.

Kaufman County shall not exercise any of the above functions within the City's ETJ. The City specifically agrees to coordinate with Kaufman County regarding permitting or platting that will impact county-maintained infrastructure.

3. *Kaufman County's Responsibilities.* Notwithstanding the grant of exclusive jurisdiction by Kaufman County to the City above, Kaufman County will continue to enforce the following requirements of Kaufman County as they may be amended or updated from time to time:

(a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permitting.

(b) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations.

(c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to include inside the City Limits for those Cities that are not classified as an Authorized agent through the Texas Commission on Environmental Quality (TCEQ) to review/issue permits for and oversee construction of on-site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.

(d) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.

(e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations.

(f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting in the ET. The City is granting addressing authority and or GIS responsibility. The jurisdiction expands or contracts with the lawful jurisdiction boundary. The City agrees to provide County appropriate timely changes with annexation or de-annexation ordinances. The County will bear the costs and collect all fees. The City will support the County by limiting services and/or permits until final addressing has been completed and a final letter has been issued pursuant to the Kaufman County Subdivision and Land Development Regulations.

(g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

4. *ETJ Defined.* For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.
5. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and Kaufman County agree that City shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that City's ETJ expands, City shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by City. In the event that City's ETJ is reduced, both City and Kaufman County agree that Kaufman 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 such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty (30) days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit from City provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).
6. *Notice of Plat Submittals and Approvals.*
 - (a) City shall notify Kaufman County of all subdivision plat applications for property located within City's ETJ within thirty (30) days after receipt of a completed application. City shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.
 - (b) City shall notify Kaufman County of the approval of plats for property located in City's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 12(f) below within thirty (30) days of City's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.
 - (c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.
7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by City and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by City unless otherwise agreed in writing by both City and Kaufman County.

8. *County Roads*

- (a) City shall only plat private roads and/or access easements and shall take no action to create any City or County road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within City's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of County roads within City's ETJ shall be submitted to County for approval pursuant to Kaufman County's Land Use Regulations.
- (b) In order to be considered by Kaufman County for acceptance as a County road within City's ETJ and, as such, be eligible for County maintenance, the property owner/developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds City's most stringent road specifications as specified by the City Engineer. Required engineering review, testing and related costs shall be borne by the property owner/developer. The acceptance for maintenance of a new road as a County road that meets or exceeds City's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official have the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman 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.

9. *Thoroughfare Plan.* City shall require compliance with the Kaufman County Thoroughfare Plan.

10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.

- 11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by City and extended to the ETJ are hereby established as the set of regulations to be enforced by City within the ETJ. City will provide Kaufman County with copies of all amendments to City's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify Kaufman County of all public hearings on any proposed amendments. In the event that City's Council updates a standard or standards, both City and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within City's ETJ.

12. *Miscellaneous Provisions.*

- (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein 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 with venue for all purposes hereunder shall be in Kaufman 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 with the remaining provisions continuing to be in full force and effect.
- (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- (f) 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.

CITY OF TERRELL:

City of Terrell, Texas
Attn: Mike Sims, City Manager
201 E. Nash Street
Terrell, TX 75160

With copies to: Municipal Development Department
Attn: Chris Snapp, P.E.
City of Terrell
201 E. Nash Street
Terrell, TX 75160

City Attorney's Office
Attn: Mary Gayle Ramsey
607 North Rockwall Street
P.O. Box 816
Terrell, TX 75160

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
1902 US Hwy 175
Kaufman, Texas 75142

With copies to:

Development Services Department
101 North Houston Street
Kaufman, Texas 75142
District Attorney's Office – Civil Division
Attn: Civil Chief
1902 US Hwy 175
Kaufman, Texas 75142


PASSED AND APPROVED BY THE CITY COUNCIL on this the 5th day of December, 2023.

CITY OF TERRELL, TEXAS



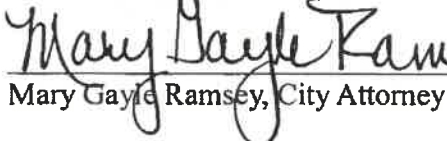
E. Rick Carmona, Mayor

ATTEST:



Dawn Steil, City Secretary

APPROVED AS TO FORM:



Mary Gayle Ramsey, City Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT

on this the 9th day of January, 2023⁴.

KAUFMAN COUNTY, TEXAS



Jakie Allen, County Judge

ATTEST:

Laura Hughes

Laura Hughes, County Clerk

By: BSB



APPROVED AS TO FORM:

Daniel O. O'Brien

Assistant District Attorney

EXHIBIT A

