

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ELLIS AND THE CITY OF GRAND PRAIRIE REGARDING
FLOODPLAIN DEVELOPMENT PERMIT JURISDICTION IN THE CITY'S ETJ**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract with the other; and

WHEREAS, the City of Grand Prairie, Texas (hereinafter "City"), a political subdivision of the State of Texas, and Ellis County, Texas ("Ellis County" or "County"), also a political subdivision of the State of Texas, wish to enter into an **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") establishing one office to accept Floodplain Development Permit applications for tracts of land located in the extraterritorial jurisdiction ("ETJ") of the City and to accept fees in a lump sum amount, providing one response to applicants indicating approval or denial of the permit application, and a consolidated and consistent set of regulations related to Floodplain Development Permits as authorized by Section 16.315 of the Texas Water Code and other statutes applicable to counties and municipalities, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and this Agreement is entered into pursuant to same by and between the City and Ellis County; and,

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas, and the Interlocal Cooperation Act specifically Local Government Code §791.011, regarding contracts to perform governmental functions, such as approval of Floodplain Development Permits; and,

WHEREAS, the functions or services contracted for and to be provided by this agreement are within the definition of Governmental function and services as defined by Section 791.003 of the Government Code pursuant to Water Code § 16.315; and

WHEREAS, the City and County find that this Agreement will benefit the public by providing appropriate regulation of growth for the safety, health and general welfare of the inhabitants of all persons residing in the City's ETJ and Ellis County; and

WHEREAS, the City and County intend this Agreement to permit each party to work together to preserve and maximize their respective regulatory powers possessed by each to the fullest extent of the law for the mutual benefit of both; and

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

1. This Agreement has been authorized by the governing body of each party to this contract and this Agreement shall run for a five (5) year term with the option to renew for five (5) successive five (5) year terms commencing on the last date of execution by all parties ("Effective Date"). Either party may terminate this Contract by giving the other party ninety (90) day prior written notice thereof.

2. This Agreement shall automatically apply to any areas that become part of the City's ETJ in Ellis County as a result of any annexations or disannexation effective the date of annexation or disannexation without the necessity of any amendment to this Agreement and will no longer apply to those areas annexed into the City effective the date of annexation. Should the City expand or reduce its ETJ, the City shall notify the County of such expansion or reduction within thirty (30) days by sending a copy of the applicable ordinance and a new map of the ETJ of the City to the County at no cost to the County.
3. 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.
4. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
5. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Ellis County, Texas.
6. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable from this agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereto and the remaining provisions shall continue in full force and effect. The purpose of this Agreement is to conform at all times to applicable law. This Agreement is to be read as being intended to be consistent with applicable law. If there is any conflict between this Agreement and applicable law or statutes, the applicable law or statutes shall control. In the event of any amendment to applicable law or statutes, this Agreement shall be interpreted as being consistent with applicable law at all times, even in the absence of any amendment to this Agreement by any of the parties hereto.
7. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor Ellis County waives any immunity or defense that would otherwise be available to it against claims by third parties.
8. *Summary of Agreement:* The City and the County agree to establish the City as the Responsible Office. The Responsible Office will accept Floodplain Development Permit applications for tracts of land subject to this Agreement, accept fees in a lump sum amount, provide one response to applicants indicating approval or denial of the permit, and create a consolidated and consistent set of regulations related to Floodplain Development Permits.
9. *Duties of the Responsible Office:* The Responsible Office shall:
 - a. Be located inside the City's Office of Development or other office as designated by the City as being responsible to accept applications for Floodplain Development Permits on behalf of the City;
 - b. Coordinate with a representative from the County Department of Development to assist in reviewing Floodplain Development Permits submitted in the County portion of the City's ETJ;
 - c. Collect both municipal and county Floodplain Development Permit fees in a lump-sum amount as well as any related permit fees for both the County and the City, and then

- forward those fees according to the fee schedule of general applicability. The County and the City shall each be responsible to set their fees as may be appropriate from their judgment to cover their expenses, and both jurisdictions reserve the right to waive fees as appropriate;
- d. Require from applicant a sufficient number of copies of all documents to immediately forward these items to the appropriate departments of the County and City for review;
 - e. Be responsible to contact and coordinate with the other City and County personnel necessary to secure Floodplain Development Permit approvals, including attending or giving proper notice to people required by law to receive notice of any hearing or who may be necessary to appear before any deliberative bodies and to provide the applicant with one response indicating approval or denial Floodplain Development Permit; and
 - f. Send a copy of the approved Floodplain Development Permit to the County representative and applicant when approval is complete.
10. *Time for action:* The County shall consider and take appropriate action on an application for approval of a Floodplain Development Permit within 14 days after the Responsible Office has forwarded a copy of the application to the County.
11. *Certain areas of jurisdiction not waived by County:* This Agreement is not abdicating the County's jurisdiction to the City to enforce any laws. The issuance of permits does not imply that the County or the City is assuming any responsibility or liability for the applicant's compliance with the law or rules and regulations of the City or County. Said responsibility and liability shall remain with those persons or entities seeking approval of Floodplain Development Permit applications.
12. *Procedure to develop and implement the consistent set of rules and regulations:* The City and the County agree that the City's Unified Development Codes are the regulations that govern the Floodplain Development Permits that are subject to this Agreement. Any infrastructure subject to this Agreement will be built to City specifications.
13. *Floodplain Development Permit approval procedure:* Except as modified by this Agreement and applicable law, the present or future statutory authority governing the City and the County Floodplain Development Permit approval process shall remain unchanged for both the City and the County. To the full extent permitted by law, the City and the County shall each have the independent authority to establish their internal procedures for each to comply with this Agreement for approval of Floodplain Development Permits and to designate persons to act as a lawful designee. In compliance with the Agreement herein, each deliberative body shall receive a copy of the Floodplain Development Permit to review and approve or deny said Permit. The jurisdictions demonstrate such approval or denial by the execution of the documents required under this Agreement and will forward the document to the Responsible Office. After all governmental bodies have approved or disapproved the Floodplain Development Permit, the Responsible Office shall communicate the permit status to the applicant. No permits shall be issued without approval from both the City and the County. No substantial variance or waiver shall be granted by the Responsible Office unless approved by both the City and the County under the procedures applicable to each entity having jurisdiction under applicable law.
14. *Floodplain Development Permits subject to this Agreement:* The Floodplain Development Permits subject to this Agreement shall include all properties inside the City's ETJ also located

in Ellis County. The Floodplain Development Permits approved prior to the Effective Date are not subject to this Agreement. If the ETJ is expanded or reduced, Floodplain Development Permits must be filed with the party who has jurisdiction after the Date of Amendment to the ETJ. If a Floodplain Development Permit application was sent to the wrong office, the office will direct the developer to the appropriate office.

15. *Permitting Process when Development Extends Beyond ETJ.* When a Floodplain Development Permit application covers development that extends beyond the City's ETJ, the City will only review and approve or deny the permit in reference to the portion of the development located inside the City's ETJ. The County will review and approve or deny the permit for the entire development located within its borders.
16. *Rights Not Affected.* Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected, assuming that fees and application are in compliance with applicable law and filed with the proper governmental body having jurisdiction under this Agreement.

Executed in duplicate this the ____ day of _____, 2017.

COUNTY:
Ellis County, Texas

CITY:
City of Grand Prairie, Texas

County Judge

City Manager

Attest:

Attest:

Ellis County Clerk

City Secretary

Approved as to Form:

City Attorney