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## JOINT SPECIAL WORKSHOP AGENDA

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Notice is hereby given that the Rockport City Council and Aransas County Commissioners' Court will hold a special joint workshop meeting on Monday, March 21, 2016, at 9:00 a.m. The meeting will be held at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas. The matters to be discussed are as follows:

### Opening Agenda

1. Call meeting to order - The Honorable Charles J. Wax, Mayor
2. Call meeting to order - The Honorable C.H. "Burt" Mills, Jr., County Judge

### Regular Agenda

3. Hear and deliberate on interlocal agreements:
  - A. Animal Control
  - B. Community Aquatic Park
  - C. Dispatch
  - D. Extra-Territorial Jurisdiction (ETJ) Regulation
  - E. Jail Services
  - F. Juvenile Case Manager
  - G. Restaurant Health Inspection Services
  - H. Roads & Drainage
  - I. Septic Systems
  - J. Subdivision Regulation
4. Adjournment.

### Special Accommodations

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (361) 729-2213, ext. 225 or FAX (361) 790-5966 or email [citysec@cityofrockport.com](mailto:citysec@cityofrockport.com) for further information. Braille is not available. The City of Rockport reserves the right to convene into executive session under Government Code 551.071-551.074 and 551.086.

### Certification

I certify that the above notice of meeting was posted on the bulletin board at City Hall, 622 E. Market Street, Rockport, Texas on Thursday, March 17, 2016, by 5:00 p.m. and on the City's website at [www.cityofrockport.com](http://www.cityofrockport.com). I further certify that the following News Media were properly notified of this meeting as stated above: *The Rockport Pilot*, *Coastal Bend Herald*, and *Corpus Christi Caller Times*.

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Teresa Valdez, City Secretary

**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

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**AGENDA ITEM: 3.A.**

Hear and deliberate on interlocal agreement: Animal Control

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The existing animal control agreement expired December 31, 2015. City staff received the draft 2016 agreement on March 17, 2016, which was tabled by Commissioners Court on January 25, 2016. The Town of Fulton has not yet received their copy. The County's proposed 2016 agreement appears to be the same as 2015 (no redlined version or cover letter was received) with the exception that the County proposes no longer having Animal Control remove dead domestic pets from the ROW in the City or Town.

Staff recommends the following substantive revisions to the County's proposed agreement:

1. **Sec. 2.c.3.** - Reinstate the collection of dead domestic pets and adding wildlife up to 25 pounds (lines 31-32).
2. **Sec. 3** – Specifies that Animal Control will not pick up wildlife over 25 pounds in the unincorporated area so that the City and Town do not have to subsidize that extra service when they are not receiving the same service level.
3. **Sec. 4.a.** – Agreements from the County for the new year usually have not been unaccompanied by redlined versions or narratives noting or explaining any changes (if any). The proposed change adds a requirement to notify all parties of changes (lines 37-42).
4. **Sec. 4.d.** – Clarifies the type and source of data to be used in the *pro rata* calculation, which has been an issue in recent years (lines 49-51).
5. **Sec. 5.** – Changes the term from a simple one year to an annual auto renewal. The wording used is the County's and taken from the jail services agreement (lines 52-58).
6. **Sec. 6.** – Adds specific points of contact for each party and clarifies responsibility for communication within each party's organization (lines 59-77).
7. **Sec. 7.** – Adds an affirmation of each party's right to easy access to information (lines 79-81).

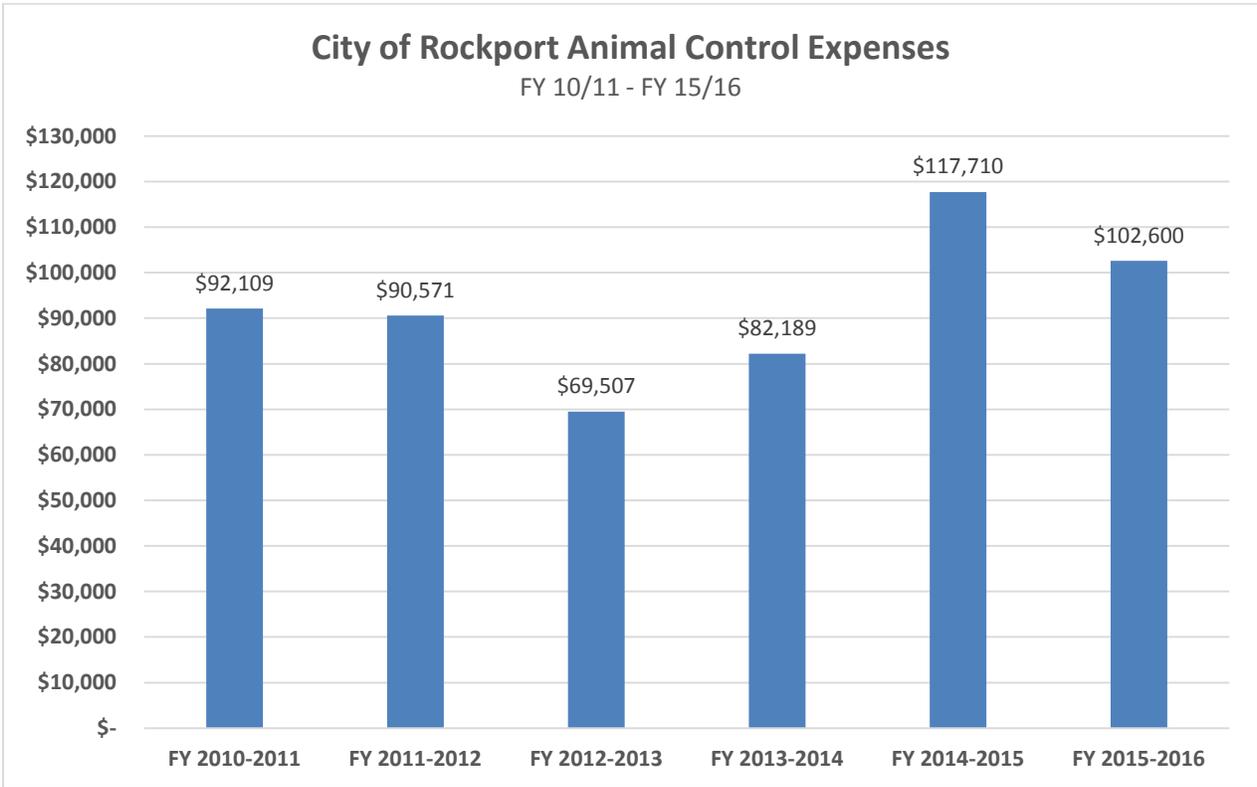
See the accompanying redlined version of the agreement for additional details.

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**FISCAL ANALYSIS:** As proposed, the fees for the City and Town remain the same as in 2015 at \$102,600 and \$33,000, respectively, although the level of service is less. The County's portion is undisclosed and there is no supporting data for the *pro rata* allocation. The City's cost over the previous six years is shown on the accompanying chart.

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**RECOMMENDATION:** Not an action item.



1 THE STATE OF TEXAS §  
 2 §  
 3 COUNTY OF ARANSAS §

COMMISSIONERS COURT

4  
 5  
 6 **INTERGOVERNMENTAL COOPERATION AGREEMENT**  
 7 **ANIMAL CONTROL**  
 8

9  
 10 THIS AGREEMENT made and entered into by the **COUNTY OF ARANSAS** (“COUNTY”), the **CITY**  
 11 **OF ROCKPORT** (“CITY”) and the **TOWN OF FULTON** (“TOWN”), each acting by and through its duly  
 12 elected officials.

13 WITNESSETH :

14 WHEREAS COUNTY, CITY and TOWN are desirous of providing their residents with adequate animal  
 15 control services; and

16 WHEREAS COUNTY, CITY and TOWN believe animal control services can best be provided by a  
 17 cooperative effort which will result in lower costs;

18 NOW, THEREFORE, it is mutually agreed as follows:

- 19
- 20 1. The Animal Shelter, located at 872 Airport Road, shall be operated in a manner that meets the State  
 21 Department of Health standards. The Aransas County Judge will act as manager with COUNTY, CITY  
 22 and TOWN furnishing technical assistance, in-kind labor and other assistance. The Ordinances of  
 23 COUNTY, CITY and TOWN will be upheld.
- 24 2. a) COUNTY will operate the facility and provide animal control service for CITY and TOWN, as well  
 25 as COUNTY. The Aransas County Judge will select COUNTY’S Animal Control Officer, and CITY  
 26 and TOWN will designate that same person as its Animal Control Officer.
- 27 b) COUNTY, CITY or TOWN may withdraw upon giving ninety (90) days written notice to the other.
- 28 c) COUNTY Animal Control Services include, but are not limited to:  
 29 1) Responding to calls for service by residents of the COUNTY, CITY and TOWN;  
 30 2) Providing traps to COUNTY, CITY and TOWN residents for the capture of stray animals.  
 31 2)3) ~~Removal of dead domestic pets as well as wildlife under 25 pounds from~~  
 32 CITY and TOWN public right-of-ways and properly dispose of the carcasses.
- 33 3. The removal and proper disposal of dead ~~animals-wildlife over 25 pounds~~ from the public right-of-way  
 34 shall be the responsibility of CITY and TOWN within their respective jurisdictions. The removal and  
 35 proper disposal of dead animals from county roads shall be the responsibility of COUNTY but not  
 36 performed by Animal Control.
- 37 4. a) A proposed budget will be prepared by the Aransas County Judge and furnished to CITY and TOWN  
 38 by no later than June 30, and CITY’S and TOWN’S input may be considered by the Commissioners  
 39 Court of Aransas County in its approval of the Animal Control Budget. The proposed budget shall  
 40 be accompanied by a narrative in sufficient detail to explain (1) each line item, (2) positive or negative  
 41 differences between the proposed line item amounts and the line item amounts from the previous  
 42 fiscal year, and (3) performance measures for the current fiscal year and performance measures for  
 43 the proposed fiscal year.
- 44 b) Aransas County will invoice the CITY and TOWN a monthly flat fee of \$8,550.00 for the City of  
 45 Rockport and a monthly flat fee of \$2,750.00 for the Town of Fulton. Invoices shall be submitted by  
 46 the 15<sup>th</sup> of each month with Ppayment shall be made to Aransas County within 30 days from date of  
 47 invoice.

48 c) Any adjustment and re-invoicing of the cost of the operation for the period covered by this Agreement  
49 will be based upon the annual audit of Aransas County and in consultation with CITY and TOWN.

50 d) Annual adjustment of the percent paid by each party will be based upon the field calls received  
51 from responded to in each jurisdiction during the preceding July-June period. The source of the call  
52 data shall be the Public Safety Communications Center.

53 5. This Agreement shall be in effect from January 1, 2016, until December 31, 2016. The contractual  
54 relationship created in this Agreement shall commence on January 1, 2016, and may terminate on  
55 December 31, 2016, if one party provides the other parties with a minimum of thirty (30) days written  
56 notice of termination to the other parties. Without delivery of such a timely written termination notice,  
57 this Agreement shall automatically renew for one additional one (1) year period, each subsequent year,  
58 on January 1 of the then current year and end on December 31 of the same year, under the same terms,  
59 with the same services and consideration, and may continue indefinitely.

60 6. All notices, communications, and reports under this Contract must be mailed or delivered to the  
61 respective parties at the addresses shown below, unless all parties are otherwise notified in  
62 writing by the party changing its contact or address:

63  
64 CITY: City Manager  
65 622 E. Market Street  
66 Rockport, TX 78382

67  
68 TOWN: Mayor  
69 207 N. Seventh Street  
70 P.O. Box 1130  
71 Fulton, TX 78358

72  
73 COUNTY: County Judge  
74 301 N. Live Oak  
75 Rockport, TX 78382

76  
77 It shall be the duty of each entity's representative to disseminate within their respective entity  
78 all notices, communications, and reports received from the other parties.

79  
80 7. Requests from one party to another party for information concerning the agreement and Animal  
81 Control Services shall be honored in a timely manner and shall not require the submission of a  
82 formal Public Information Act request for open records.

83  
84 PASSED AND ADOPTED by ARANSAS COUNTY COMMISSIONERS COURT this the 25th day of  
85 January, 2016.

86  
87 ATTEST:

**ARANSAS COUNTY, TEXAS**

88  
89 \_\_\_\_\_  
90 VALERIE K. AMASON, COUNTY CLERK

\_\_\_\_\_

C.H. "BURT" MILLS, JR., COUNTY JUDGE

91  
92

93

94 PASSED AND ADOPTED by ROCKPORT CITY COUNCIL on this the \_\_\_\_ day of  
95 \_\_\_\_\_, 2016.

96

97 ATTEST:

**CITY OF ROCKPORT**

98

99 \_\_\_\_\_

\_\_\_\_\_

100 **TERESA VALDEZ, CITY SECRETARY**

**CHARLES J. WAX, MAYOR**

101

102

103

104 PASSED AND ADOPTED by ROCKPORT CITY COUNCIL on this the \_\_\_\_ day of  
105 \_\_\_\_\_, 2016.

106

107 ATTEST:

**TOWN OF FULTON**

108

109 \_\_\_\_\_

\_\_\_\_\_

110 **JAN HILL, TOWN SECRETARY**

**JAMES KENDRICK, MAYOR**

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112

DRAFT 03/21/16

**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

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**AGENDA ITEM:** 3.B.

Hear and deliberate on interlocal agreement: Community Aquatic Park

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:**

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**BACKGROUND:** The existing Aquatic and Skate Park agreement expired December 31, 2015. The Town of Fulton has not yet received their copy. The County's proposed 2016 agreement appears to be the same as 2015 (no redlined version or cover letter was received) with the exception that the County proposes to reduce their contribution by \$15,000.

Staff recommends the following substantive revisions to the County's proposed agreement:

1. **Sec. 4** – Adds timelines for invoicing and payment (lines 49-51).
2. **Sec. 5** – Changes the term from a simple one year to an annual auto renewal. The wording used is the County's and taken from the jail services agreement (lines 53-58).
3. **Sec. 6** – Adds specific points of contact for each party and clarifies responsibility for communication within each party's organization (lines 60-78).
4. **Sec. 7** – Adds an affirmation of each party's right to easy access to information (lines 79-81).
5. **Sec. 8** – Clarifies that an audit separate from the City's Comprehensive Annual Financial Report (audit) is not required (lines 85-86).

See the accompanying redlined version of the agreement for additional details.

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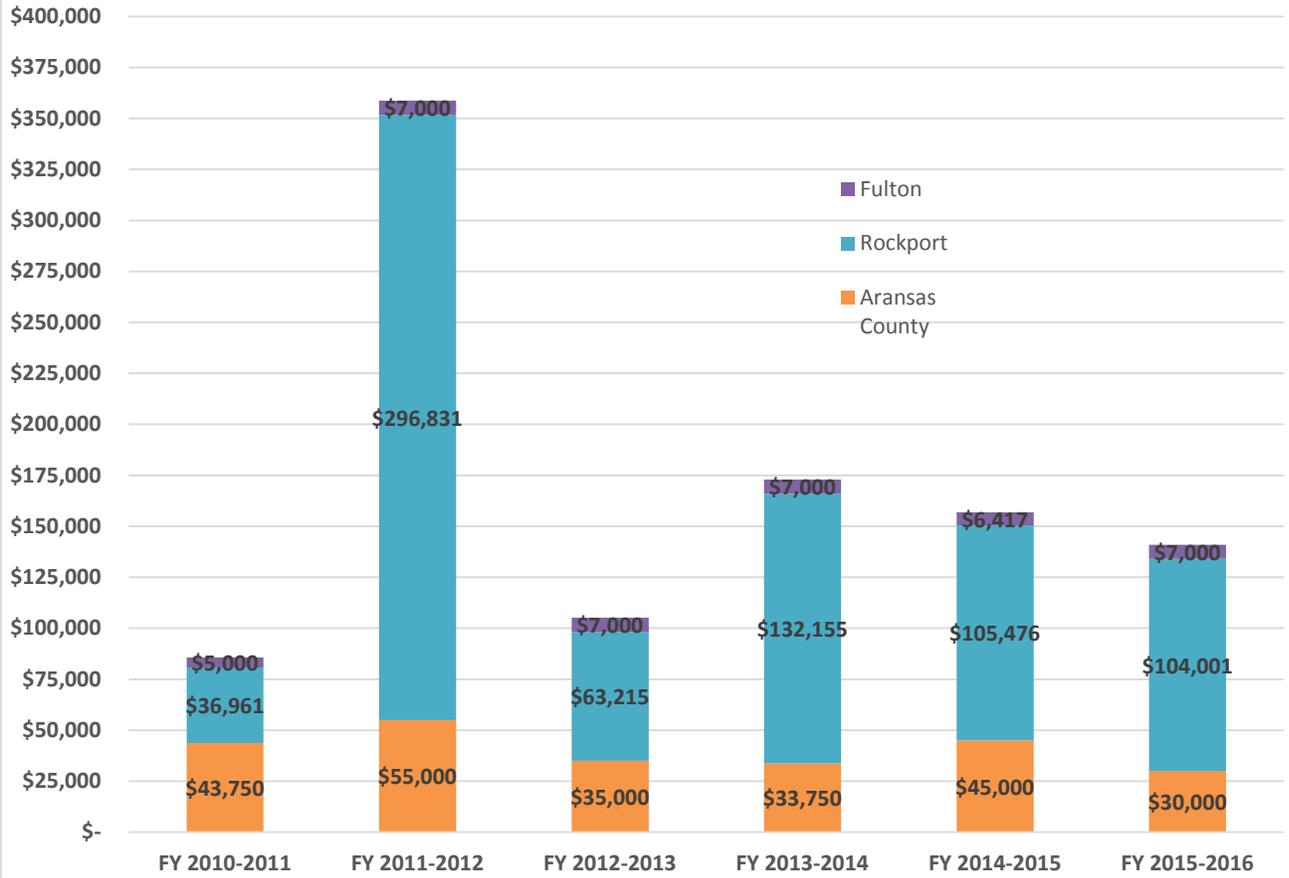
**FISCAL ANALYSIS:** The County proposes to reduce their contribution by 33 percent compared to 2015. See the accompanying chart showing contributions by the three entities since FY 2010-2011.

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**RECOMMENDATION:** Not an action item.

### Aquatic Center Contributions by Entity

FY 10/11 - FY 15/16



1 THE STATE OF TEXAS §  
 2 § KNOW ALL BY THESE PRESENTS:  
 3 COUNTY OF ARANSAS §  
 4  
 5

6 **INTERGOVERNMENTAL COOPERATION AGREEMENT**  
 7 **COMMUNITY AQUATIC & SKATE PARK**  
 8  
 9

10 THIS AGREEMENT is made and entered into by and between **ARANSAS COUNTY**  
 11 **(“COUNTY”)**, the **CITY OF ROCKPORT (“CITY”)**, and the **TOWN OF FULTON**  
 12 **(“TOWN”)**, each a Political Subdivision of the State of Texas, each acting herein by and through its  
 13 duly authorized officials:  
 14

15 **WITNESSETH:**  
 16

17 **WHEREAS**, the governing bodies of the COUNTY, CITY, and TOWN all wish to provide local  
 18 recreational programs and opportunities to benefit its residents; and  
 19

20 **WHEREAS**, there has been a broad and coordinated community effort through private donations,  
 21 state agency funds, and tax dollars to develop and build our Community Aquatic & Skate Park with  
 22 its year-round 8-lane competitive swimming pool with diving area, children’s pool, bathhouse,  
 23 modular skate park, picnic area, and playground (“POOL PROJECT”); and  
 24

25 **WHEREAS**, it is necessary to expend ongoing funds for the annual maintenance and operation  
 26 thereof; and  
 27

28 **WHEREAS**, COUNTY, CITY, and TOWN all believe that a long-term financial commitment  
 29 towards the annual maintenance and operation of the POOL PROJECT is in the best interest of the  
 30 taxpayers and that all citizens—and their children—will benefit from such a commitment.  
 31

32 **NOW, THEREFORE**, COUNTY, CITY, and TOWN, in a show of their continued, long-term  
 33 support and commitment to the POOL PROJECT, pledge the following amounts for Calendar Year  
 34 2016, to be paid to City of Rockport, in its capacity as current Executive Agent for POOL PROJECT:  
 35

- 36 1. COUNTY commits to a sum not to exceed thirty thousand dollars (\$30,000), payable at a rate of  
 37 two thousand five hundred dollars (\$2,500.00) per month from current revenues, to be expended  
 38 specifically on POOL PROJECT required maintenance and operation.  
 39
- 40 2. CITY commits to a sum not to exceed fifty-five thousand dollars (\$55,000), payable at a rate of  
 41 four thousand five hundred eighty-three dollars and thirty-three cents (\$4,583.33) per month from  
 42 current revenues, to be expended specifically on POOL PROJECT required maintenance and  
 43 operation.  
 44
- 45 3. TOWN commits to a sum not to exceed seven thousand dollars (\$7,000), payable at five hundred  
 46 eighty-three dollars and thirty-four cents (\$583.34) per month from current revenues, to be  
 47 expended specifically on POOL PROJECT required maintenance and operation.  
 48
- 49 4. CITY will invoice the COUNTY and TOWN a monthly according to the amounts described above.  
 50 Invoices shall be submitted by the 15<sup>th</sup> of each month with payment made to CITY within 30 days  
 51 from date of invoice.  
 52

- 53 5. The contractual relationship created in this Agreement shall commence on January 1, 2016, and may  
 54 terminate on December 31, 2016, if one party provides the other parties with a minimum of thirty (30)  
 55 days written notice of termination to the other parties. Without delivery of such a timely written  
 56 termination notice, this Agreement shall automatically renew for one additional one (1) year period,  
 57 each subsequent year, on January 1 of the then current year and end on December 31 of the same  
 58 year, under the same terms, with the same services and consideration, and may continue indefinitely.  
 59
- 60 6. All notices, communications, and reports under this Contract must be mailed or delivered to  
 61 the respective parties at the addresses shown below, unless all parties are otherwise notified  
 62 in writing by the party changing its contact or address:  
 63

64 CITY: City Manager  
 65 622 E. Market Street  
 66 Rockport, TX 78382  
 67

68 TOWN: Mayor  
 69 207 N. Seventh Street  
 70 P.O. Box 1130  
 71 Fulton, TX 78358  
 72

73 COUNTY: County Judge  
 74 301 N. Live Oak  
 75 Rockport, TX 78382  
 76

77 It shall be the duty of each entity's representative to disseminate within their respective entity  
 78 all notices, communications, and reports received from the other parties.  
 79

- 80 7. Requests from one party to another party for information concerning the agreement and the  
 81 Community Aquatic and Skate Park shall be honored in a timely manner and shall not  
 82 require the submission of a formal Public Information Act request for open records.  
 83

- 84 8. The Executive Agent shall keep financial and other sufficiently detailed records for POOL  
 85 PROJECT and shall cause the POOL PROJECT to be included in the Executive Agent's annual a  
 86 year-end independent audit ~~to be accomplished~~. Such audit shall be classified as an operation  
 87 expense and shall follow generally accepted accounting principles, the results of which shall be  
 88 timely provided to COUNTY, CITY, and TOWN.  
 89

90  
 91  
 92 PASSED AND ADOPTED by ARANSAS COUNTY COMMISSIONERS COURT this 8<sup>th</sup> day of  
 93 February, 2016.  
 94

95  
 96 ATTEST:

96 **ARANSAS COUNTY:**  
 97  
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100  
 101 \_\_\_\_\_  
 102 VALERIE K. AMASON, COUNTY CLERK  
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 101 \_\_\_\_\_  
 102 C. H. "BURT" MILLS, JR., COUNTY JUDGE  
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PASSED AND ADOPTED by CITY COUNCIL OF THE CITY OF ROCKPORT this \_\_\_\_\_ day of February, 2016.

ATTEST:

**CITY OF ROCKPORT:**

\_\_\_\_\_  
TERESA VALDEZ, CITY SECRETARY

\_\_\_\_\_  
CHARLES J. WAX, MAYOR

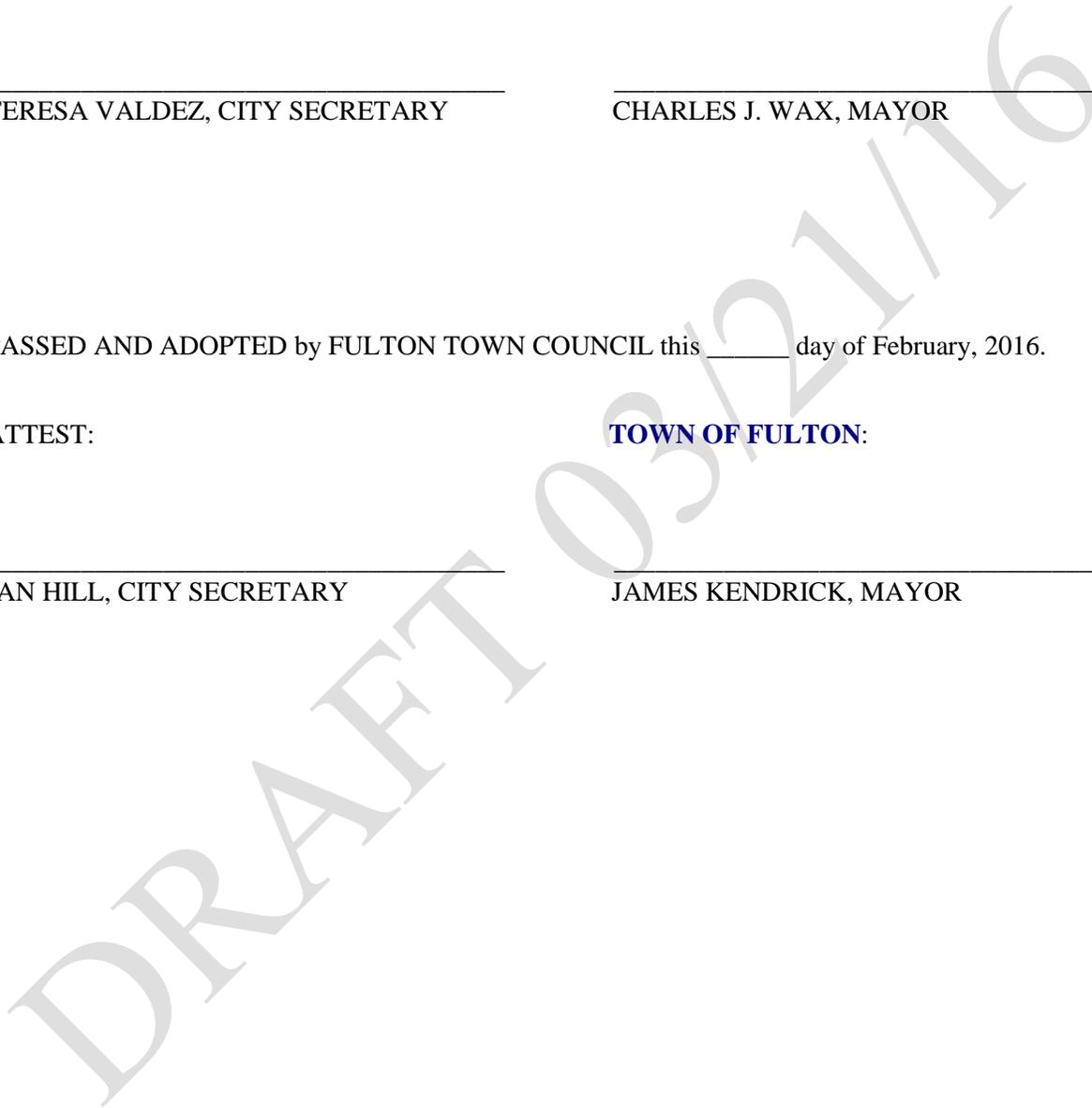
PASSED AND ADOPTED by FULTON TOWN COUNCIL this \_\_\_\_\_ day of February, 2016.

ATTEST:

**TOWN OF FULTON:**

\_\_\_\_\_  
JAN HILL, CITY SECRETARY

\_\_\_\_\_  
JAMES KENDRICK, MAYOR



**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

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**AGENDA ITEM:** 3.C.

Hear and deliberate on interlocal agreement: Dispatch

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The existing dispatching services agreement has an auto renewal clause subject to a minimum 120 day notice. Neither Fulton nor Aransas County has submitted notice to terminate so therefore the agreement renewed automatically on January 1, 2016. Nonetheless, Aransas County submitted a substantially revised agreement for 2016. The Town of Fulton has not yet received their copy. The County's proposed 2016 agreement appears to have some common elements to the 2015 agreement but no redlined version or cover letter explaining changes was received.

If Council chooses to waive the auto renew and 120 day notice requirement, staff recommends the following changes to the proposed agreement:

1. **Lines 39 – 41** – Delete the new requirement to have any budget amendment approved by all parties before the amendment can be made for two reasons. First, part of the budget, primarily personnel, is the responsibility of the City while the County handles capital, maintenance, and operations. A budget bifurcated between two entities and subject to veto power by any one of three elected bodies is not practical. Second, the proposed requirement is unique to this agreement when the Council has been seeking uniformity between our interlocals. There are several other interlocal agreements with Aransas County where this methodology could also apply.
2. **Line 43** – The proposed agreement changes the *pro rata* allocation from 50%/43%/7% to 56.4%/41.2%/2.4% for Rockport, County, and Fulton, respectively. The revised allocation is based on inaccurate information and the allocation should be 50.9%/41.2%/7.9% (see accompanying table).
3. **Lines 47-50** – Adds clarification to billing procedures.
4. **Lines 55-73** – Adds specific points of contact for each party and clarifies responsibility for communication within each party's organization.
5. **Lines 75-77** – Adds an affirmation of each party's right to easy access to information.

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**FISCAL ANALYSIS:** See the accompanying chart for a five year history of contributions by entity.

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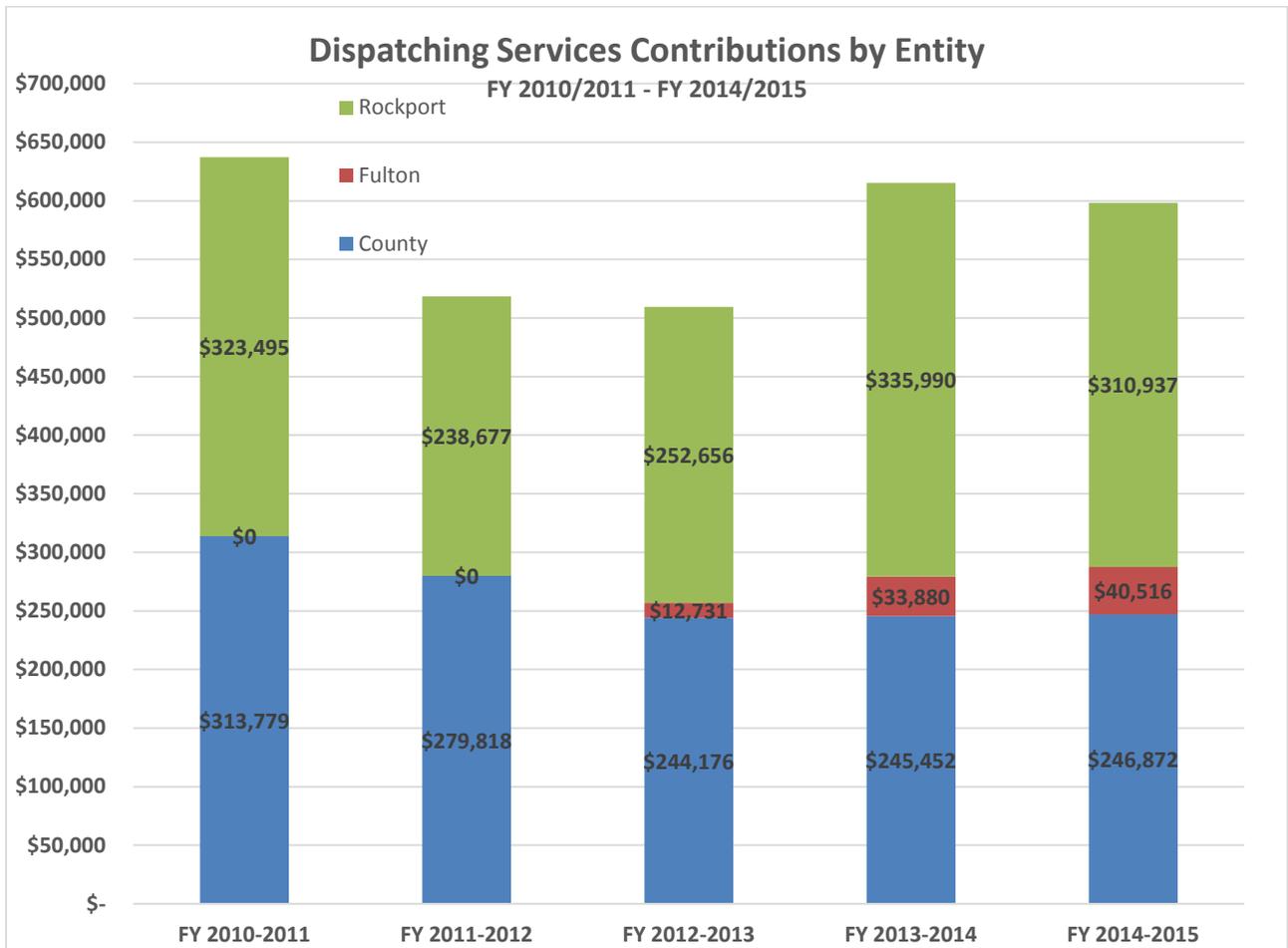
**RECOMMENDATION:** Not an action item.

## Public Safety Communications Calls for Service

November 1, 2014, through October 31, 2015

Entity	Total Calls	Percentage	2014 ILA Percentage	2014/2015 Difference
Rockport	9,406	50.9%	50%	0.9%
Aransas County	7,615	41.2%	43%	-1.8%
Fulton*	1,470	7.9%	7%	0.9%
<b>Total</b>	<b>18,491</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>

\*Includes 1,026 RPD calls under Fulton service agreement.



1 STATE OF TEXAS §

2 COUNTY OF ARANSAS §

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4 **INTER-LOCAL COOPERATION AGREEMENT FOR**  
5 **DISPATCHING SERVICES**

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6

7

8 The purpose of this Agreement is to provide for consolidated dispatching services (“Dispatching  
9 Services”) between CITY OF ROCKPORT (“City”), TOWN OF FULTON (“Town”), and  
10 ARANSAS COUNTY (“County”).

11 The City, Town, and the County agree to operate a joint dispatching service.

12 The Dispatching Services will include the dispatching of the Sheriff’s Office, City Police  
13 Department, Town Police Department, Emergency Management, DPS, Fire, 911, Emergency  
14 Medical Services, Fulton Volunteer Fire Department, Fulton Compliance Officer, Rockport  
15 Volunteer Fire Department, Lamar Volunteer Fire Department, and all other calls, including all  
16 State Agencies, for public service which reach the Dispatch Service Center. It will also include the  
17 hiring, training, employment, and if necessary and advisable, termination of all Dispatch Service  
18 employees. It will also include reception services for the law enforcement bodies.

19 The guidelines, policies and procedures for the operations of the Dispatching Services will be  
20 directed by a Dispatching Services Board (the Board) composed of the Sheriff, the City Police  
21 Chief, the Town Police Chief, and the President of Aransas County Emergency Corp. The  
22 Communications Center Administrator will be an ex-officio member of the Board. The  
23 Dispatching Services Board will meet as often as is required but no less than twice each calendar  
24 year. A Dispatching Services Board meeting can be called by any one of the four members. If the  
25 Board cannot reach a consensus, the issue in question will be referred to the County Judge, the  
26 City Mayor, and the Town Mayor for resolution.

27 The annual budget will be constructed by the Communications Center Administrator, reviewed by  
28 the Dispatching Services Board, and then recommended to the City of Rockport, the Aransas  
29 County Commissioners’ Court, and the Town of Fulton Council, on or before July 15<sup>th</sup> of each  
30 calendar year for their review, revision if necessary, and approval. The budget will include all costs  
31 of Dispatching Services including staffing, supplies, equipment, furniture and software.  
32 Dispatching Services staff will be City employees and will be remunerated based on the payroll  
33 and benefits policies of the City required to comply with the personnel policies of the City. The  
34 Dispatch Services will be centrally located at offices to be provided for Dispatch Service by the  
35 County, City, and the Town.

36 The City will bill the County and the Town on a monthly basis in advance based on the approved  
37 budget and each entities pro rata share based on the Law Enforcement calls generated in each  
38 jurisdiction. This pro rata percentage will be based upon and updated each year on the call history  
39 for the 12 month period ending June 30<sup>th</sup> of the most current year. ~~Any amendments to the budget  
40 during the budget calendar year have to be approved by all three entity governing bodies before  
41 any changes can be made to the monthly billings.~~

42 This Dispatch Services agreement will commence on January 1, 2016. The pro rata share for 2016  
 43 is City 56.450.9%, County 41.2%, and Town 2.47.9%. The term of this agreement will be for one  
 44 year and will be renewed annually as required and agreed by the parties hereto. It is the intent that  
 45 this agreement continues concurrent with the term of the Inter-local agreement for the Public  
 46 Safety Center between the City, the Town, and the County.

47 Aransas County will invoice the CITY and TOWN their *pro rata* share expenses for supplies,  
 48 equipment, furniture and software XXX. CITY will invoice TOWN and COUNTY their *pro rata*  
 49 share of personnel expenses. Invoices shall be submitted by the 15<sup>th</sup> of each month with payment  
 50 made within 30 days from date of invoice.

51

52 If any party wishes to allow this agreement to expire at the end of any calendar year, that party  
 53 must provide written notice to the other two parties at least one hundred and twenty (120) days  
 54 prior to the end of that calendar year.

55 All notices, communications, and reports under this Contract must be mailed or delivered to the  
 56 respective parties at the addresses shown below, unless all parties are otherwise notified in writing  
 57 by the party changing its contact or address:

58

59 **CITY:** City Manager

60 622 E. Market Street

61 Rockport, TX 78382

62

63 **TOWN:** Mayor

64 207 N. Seventh Street

65 P.O. Box 1130

66 Fulton, TX 78358

67

68 **COUNTY:** County Judge

69 301 N. Live Oak

70 Rockport, TX 78382

71

72 It shall be the duty of each entity's representative to disseminate within their respective entity  
 73 all notices, communications, and reports received from the other parties.

74

75 Requests from one party to another party for information concerning the agreement and  
76 Dispatching Services shall be honored in a timely manner and shall not require the submission of a  
77 formal Public Information Act request for open records.

78

79 Approved by Commissioners' Court and signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015

80

ATTEST:

ARANSAS COUNTY:

\_\_\_\_\_  
VALERIE AMASON, COUNTY CLERK

\_\_\_\_\_  
C.H. "BURT" MILLS, JR., COUNTY JUDGE

Approved by Rockport City Council and signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF ROCKPORT:

\_\_\_\_\_  
TERESA VALDEZ, CITY SECRETARY

\_\_\_\_\_  
CHARLES J. WAX, MAYOR

Approved by Fulton Town Council and signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

TOWN OF FULTON:

\_\_\_\_\_  
JAN HILL, TOWN SECRETARY

\_\_\_\_\_  
JAMES KENDRICK, MAYOR

**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

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**AGENDA ITEM: 3.D**

Hear and deliberate on interlocal agreement: Extra-Territorial Jurisdiction Regulation

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** In September 2003, the City and Aransas County executed an interlocal providing for subdivision regulation within the City's extraterritorial jurisdiction (ETJ). The initial term of the 2003 agreement was for one year and provided for it to "automatically renew for another year unless terminated." It is likely that the intent of both parties was for automatic renewals every year rather than just for year two and no more but the language of the agreement does not allow for that and we have had no agreement since September 2005. Aransas County submitted a new agreement for consideration. A comparison between the old agreement and the proposed one had the following differences:

1. The City's authority to regulate subdivision plats and related building code permits moves from ½ mile to the full mile of the ETJ.
2. The County is given exclusive authority to regulate all other development permits, including stormwater management, floodplain management, tree removal permits, and on-site sewer facilities within the full ETJ.
3. The term renews annually.

At its July 14, 2015, meeting Council adopted a revised version of the agreement. A joint meeting was held with Commissioners Court on August 25, 2015, to discuss differences and staff was directed to work on a revised document. Following consultations with legal counsel, the original document was divided into two with one focusing on subdivision regulation and the other on other ETJ regulations. A meeting with the Assistant County Engineer determined that a primary objection to the City's changes was differences of stormwater management. The City revised its flood ordinance on January 26, 2016, raising the freeboard from 12 inches to 18 inches. The final version of the City's revised master drainage plan will be presented at the March 22 council meeting.

The ETJ agreement covers the following items:

1. Permits for tree removal.
2. Permits for onsite septic systems.
3. Splitting floodplain management responsibilities.

Please see the accompanying agreement for additional information.

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**FISCAL ANALYSIS:**

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**RECOMMENDATION:** Not an action item.

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**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF ROCKPORT AND THE COUNTY OF ARANSAS REGARDING  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKPORT**

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This Interlocal Agreement is made by and between the City of Rockport, a Home Rule Municipality located within Aransas County, Texas (hereinafter called “the City”), and the County of Aransas, a political subdivision of the State of Texas (hereinafter called “the County”), pursuant to Chapter 791, Texas Local Government Code.

**WHEREAS**, the City and the County each have particular authority and jurisdiction under state law to regulate certain activities within the extraterritorial jurisdiction (“ETJ”) of the City; and

**WHEREAS**, the City and the County have heretofore entered into an Interlocal Agreement regarding the respective authority of each to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction, as required by Sec. 242.001, Texas Local Government Code; and

**WHEREAS**, the City and the County desire to further identify certain respective authorities of each within the ETJ in order to avoid duplication of services, to reduce the regulatory burden on members of the public, and to provide guidance and clarification to the respective staffs of the City and the County who administer such authorities.

**NOW THEREFORE**, the parties to this Agreement hereby agree as follows:

The City and the County agree that the County may exercise its jurisdiction to regulate and issue permits for tree removal in the entire extraterritorial jurisdiction of the City to the extent that such regulation is not inconsistent with or in conflict with the City’s subdivision regulation..

The City and the County agree that the County may exercise its jurisdiction to regulate and issue permits for onsite septic facilities in the entire extraterritorial jurisdiction of the City to the extent that such regulation is not inconsistent with or in conflict with the City’s subdivision regulation..

The City and the County agree that the County may exercise its jurisdiction to regulate floodplain and stormwater management in the second one-half (½) mile of the City’s extraterritorial jurisdiction, to the extent that such regulation is not inconsistent with or in conflict with the City’s subdivision regulation.

The City and the County agree to work together in good faith to assist each other in the accomplishment of the goals and purposes of each in a manner that promotes the public interest and minimizes overlapping jurisdiction of the two governmental entities.

This Agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

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The term of this Agreement is from the date of the date of its execution for one year and it shall automatically renew for another year and continue to renew automatically for each subsequent year thereafter unless terminated. Either party to this Agreement may terminate the Agreement without cause prior to the end of any term by notifying the other party no fewer than forty-five (45) days prior to the end of that term.

In witness whereof, the governing bodies of both the County and the City have proposed and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

Agreed to and adopted by the Commissioners' Court of the County of Aransas Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
C. H. "Burt" Mills, Jr., Aransas County Judge

Agreed to and adopted by the City Council of the City of Rockport, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Charles J. Wax, Mayor of the City of Rockport

---

**AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE CITY OF  
ROCKPORT AND THE COUNTY OF ARANSAS WITHIN THE  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKPORT**

---

This Agreement is made by and between the City of Rockport, a municipality located within Aransas County, Texas (hereinafter called “the City”), and the County of Aransas, a political subdivision of the State of Texas (hereinafter called “the County”), as required by Section 242.001 of the Texas Local Government Code.

**WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

**WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the City limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the County lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the City and the County; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

The City and the County agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related building code permits in all areas within its entire extraterritorial jurisdiction.

The City and the County agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate all other development permits, including, but not limited to, **stormwater management, floodplain management, tree removal permits and on-site facilities**, in the entire extraterritorial jurisdiction of the City.

The City and the County agree that if a proposed subdivision originates within the City limits or in the City’s extraterritorial jurisdiction and less than fifty percent (50%) of the subdivision area extends past the extraterritorial jurisdiction line, the City shall have exclusive right to exercise its jurisdictional authority, as defined above, within the limits of the entire proposed subdivision.

47 The City and the county agree that if a proposed subdivision originates within the City's  
 48 extraterritorial jurisdiction and fifty percent (50%) or more of the subdivision area extends past  
 49 the extraterritorial jurisdiction line, the County shall have exclusive right to exercise its  
 50 jurisdictional authority within the limits of the entire subdivision.

51  
 52 Subdivision plats that are approved by the City but extend partially or entirely into an  
 53 unincorporated area of the County shall provide a signature block for the County Judge on the  
 54 final plat. The County Clerk shall not record a plat that extends into an unincorporated area of  
 55 the County without the County Judge's signature.

56  
 57 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the  
 58 County of any expansion or reduction in the City's extraterritorial jurisdiction.

59  
 60 This Agreement does not extend the liability of the parties. Neither the City nor the County  
 61 waives any immunity or defenses available to it against claims made by third parties.

62  
 63 The term of this Agreement is from the date of execution of this Agreement as provided below to  
 64 one year from the date of execution. This Agreement will automatically renew for another year  
 65 and continue to renew automatically for each subsequent year unless terminated. Either party to  
 66 this Agreement may terminate the Agreement without cause at the end of any term by notifying  
 67 the other party no fewer than 45 days prior to the end of the term. However, both parties  
 68 understand and agree that the right to terminate this Agreement does not void the statutory duty  
 69 of the County and the City to have a written agreement providing for subdivision regulation  
 70 within the City's extraterritorial jurisdiction.

71  
 72 In witness whereof, the governing bodies of both the County and the City have proposed and  
 73 adopted this Agreement and have caused this Agreement to be executed. It shall become  
 74 effective upon the date that both parties have signed this Agreement.

75  
 76 Agreed to and adopted by the Commissioners' Court of the County of Aransas Texas, on the  
 77 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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 82 \_\_\_\_\_  
 83 C. H. "Burt" Mills, Jr., Aransas County Judge

84 Agreed to and adopted by the City Council of the City of Rockport, Texas, on the \_\_\_\_\_ day  
 85 of \_\_\_\_\_, 2015.

86  
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 90 \_\_\_\_\_  
 91 Charles J. Wax, Mayor of the City of Rockport

**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

---

**AGENDA ITEM:** 3.E.

Hear and deliberate on interlocal agreement: Jail Services

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The current agreement was adopted by the Council April 28, 2015. Without notice of termination, the agreement automatically renewed for 2016. See the accompanying agreement for details.

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**FISCAL ANALYSIS:**

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**RECOMMENDATION:** Not an action item.

1                   **INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN ARANSAS COUNTY,**  
2                   **TEXAS, AND CITY OF ROCKPORT, TEXAS, FOR JAIL SERVICES**  
3  
4

5 This INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into by and  
6 between the **COUNTY OF ARANSAS**, a political subdivision of the State of Texas, hereinafter called "COUNTY," acting  
7 by and through its duly elected and qualified County Judge, and the **CITY OF ROCKPORT**, a Home Rule City within  
8 Aransas County, Texas, hereinafter called "CITY," acting by and through its duly elected and qualified Mayor, under the  
9 terms, authority, and provisions of *Chapter 791 of the Government Code of the State of Texas*, which authorizes such  
10 agreements..  
11

12 WHEREAS, it has been determined by the Commissioners' Court of Aransas County, Texas, and the City Council of Rockport,  
13 Texas, that both COUNTY and CITY respectively benefit by performing the governmental functions and by funding the  
14 performance of governmental functions hereinafter described; and  
15

16 WHEREAS, the exchange of such governmental functions will result in increased efficiency and economy to the citizens of  
17 each such governmental entity;  
18

19 NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, COUNTY and CITY agree to  
20 the following:  
21

22           A. TERM AND CONTRACTURAL RELATIONSHIP  
23

- 24           1. The contractual relationship created in this Agreement shall commence on **January 1, 2015**, and may terminate on  
25 **December 31, 2015**, if one party provides the other party with a minimum of thirty (30) days' written notice of  
26 termination to the other party.  
27
- 28           2. Without delivery of such a timely written termination notice, however, this Agreement shall automatically renew for  
29 an additional one year period, each subsequent year, on January 1 of the then current year and end on December 31  
30 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with  
31 the same services and consideration, and may continue indefinitely.  
32
- 33           3. COUNTY will deliver and CITY will utilize and pay for the governmental functions and services described in this  
34 Agreement from their available current revenues. Notwithstanding provision A.2. (above), this agreement will  
35 terminate in the event sufficient funds are not appropriated by the Aransas County Commissioners' Court to meet  
36 COUNTY'S service obligations herein, or if sufficient funds are not appropriated by Rockport City Council to meet  
37 CITY'S fiscal obligations herein, in any given fiscal year. In such event, the terminating party agrees to give the non-  
38 terminating party thirty (30) days' written notice prior to such termination.  
39
- 40           4. The authority of each political subdivision to perform contractual service/s under this Agreement includes the  
41 authority to apply the rules, regulations, and ordinances of the political subdivision providing or utilizing and paying  
42 for the service/s of this Agreement.  
43

44           B. JAIL AND DETENTION SERVICES  
45

- 46           1. During the existence of this contractual relationship, COUNTY shall maintain a detention facility (a jail) which  
47 will, as nearly as possible, conform to the physical and operational requirements of the State Commission on Jail  
48 Standards.  
49
- 50           2. COUNTY, through its agent, the Aransas County Sheriff, agrees to accept and admit into the Aransas County  
51 Detention Center ("JAIL") all persons arrested by CITY—except for persons determined to be medically unacceptable  
52 in accordance with the then current jail policy for Aransas County. Also, this agreement pertains only to persons  
53 arrested for offenses within the sole jurisdiction of the CITY Municipal Court. Persons incarcerated and detained for

warrants or offenses beyond the jurisdiction of CITY Municipal Court (e.g. persons with Class C offenses under the jurisdiction of the Justice of the Peace or other jurisdictions, or who are brought in by the Town of Fulton, or who have Class B or higher offenses pending against them) shall not be considered CITY prisoners.

3. CITY agrees to pay COUNTY a Daily [Daily is defined as a twenty-four (24) hour period that constitutes a calendar day] fee of fifty-five dollars (\$55.00) per inmate per day. The exception to this Daily fee, however, may be the fee charged for a prisoner on the day of their booking. CITY shall pay COUNTY a booking fee of forty dollars (\$40.00) for each of CITY's prisoners booked into JAIL after January 1, 2015. Such booking fee shall cover the cost of both booking and holding a prisoner for an initial period of up to six (6) hours—even if that initial period begins on one calendar day and ends on the next. If a prisoner remains incarcerated at the jail beyond six (6) hours from the time of their initial booking, though, and those six (6) hours all occur during a single calendar day, CITY agrees to pay COUNTY their regular Daily fee of fifty-five dollars (\$55.00) in lieu of the discounted forty dollar (\$40.00) rate for that inmate's first day. All subsequent days—or subsequent parts of days—will continue to be charged at the agreed upon Daily rate of fifty-five dollars (\$55.00) per inmate per day.
4. COUNTY will invoice CITY quarterly for amounts due, and CITY will pay COUNTY's quarterly invoice within thirty (30) days from the date of invoice.
5. COUNTY, through its agent, the Aransas County Sheriff, shall furnish medical services to CITY prisoners pursuant to the County's Health Services Plan document on file with the Texas Commission on Jail Standards. However, if and when a CITY prisoner receives or is receiving urgent care or other needed medical care or treatment that is beyond the scope of the basic health services provided under the filed plan document, Jail Management shall give timely verbal notice to the City Police Chief or, in the absence of the City Police Chief, to the City Manager, to alert them to the medical care and treatment. If neither person is available, such notice shall be given to the City/County Dispatcher on duty. Unless a CITY prisoner is released on bond prior to receiving COUNTY-provided medical care and treatment, CITY agrees to reimburse COUNTY for reasonable expenses incurred for such medical care.
6. It is specifically agreed that the County's jail facilities shall remain under the control of the Commissioners' Court of Aransas County, Texas, and that the Aransas County Sheriff shall possess and maintain statutory authority and responsibility to exercise full control over County jail operations. CITY shall have no control over the maintenance and operation of COUNTY'S jail facilities; CITY shall also have no control over the hiring, discharge, training, or utilization of jail personnel.
7. During a period of emergency, e.g.: in the event of an impending weather disaster, or in times of when the jail facility becomes overcrowded, or if other conditions arise which make it necessary for the Sheriff to restrict the number of prisoners placed within the facility, COUNTY, through it agent, the Aransas County Sheriff, may decline to imprison persons charged with a Class C misdemeanor in the City's Municipal Court.

#### C. GENERAL PROVISIONS

1. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City of Rockport, Texas. By the execution of this contract, neither COUNTY nor CITY waives, modifies, or effects the availability of the defense of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as CITY concerned, the City of Rockport, Texas Charter.
2. In the course of supplying jail services under this contract, any civil liability relating to the provision of those services shall be the responsibility of the governmental unit which would be responsible for supplying such services in the absence of this contract or agreement.
3. If any provision or part of this Agreement, for any reason, is deemed to be invalid, illegal, or unenforceable in any respect, all remaining provisions shall continue to be valid and binding upon the parties.

4. This Agreement constitutes the entire Jail Services Intergovernmental Cooperation Agreement between COUNTY and CITY. No amendment, modification, or alteration of the terms herein shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of both COUNTY and CITY.

PASSED AND APPROVED by ARANSAS COUNTY COMMISSIONERS' COURT on the 23rd day of March, 2015.

ATTEST: COUNTY OF ARANSAS, TEXAS

VALERIE K. AMASON, COUNTY CLERK

C.H. "BURT" MILLS, JR., COUNTY JUDGE

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2015, by C.H. "BURT" MILLS, JR., County Judge of Aransas County, Texas, on behalf of said County.

Notary Public, State of Texas

PASSED AND APPROVED by ROCKPORT CITY COUNCIL on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST: CITY OF ROCKPORT, TEXAS

TERESA VALDEZ, CITY SECRETARY

CHARLES J. WAX, MAYOR

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2015, by CHARLES J. WAX, Mayor of the City of Rockport, Texas, on behalf of said City.

Notary Public, State of Texas

**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

---

**AGENDA ITEM:** 3.F.

Hear and deliberate on interlocal agreement: Juvenile Case Manager

**SUBMITTED BY:** City Manager Kevin Carruth

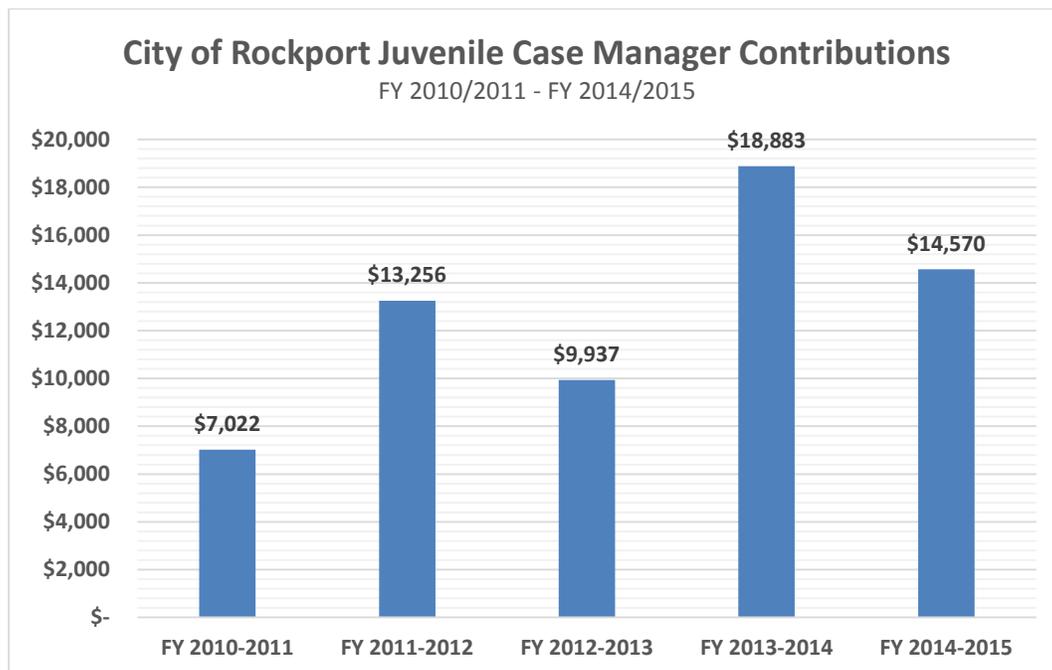
**APPROVED FOR AGENDA:** PKC

**BACKGROUND:** Council approved the 2016 agreement at its December 8, 2015, meeting, subject to the addition of Sections 5 and 6 (lines 45-58). The revised document was returned to Aransas County with the revisions on December 11 but an executed revision has not been received from the County yet.

There is no auto renewal section.

**FISCAL ANALYSIS:** See the table and table below for a history of contributions.

Entity	2014	2015	2016
ACISD	30% not to exceed \$20,000	30% not to exceed \$15,000	30% not to exceed \$15,000
Aransas County	30% not to exceed \$20,000	30% not to exceed \$15,000	30% not to exceed \$15,000
City of Rockport	30% not to exceed \$20,000	30% not to exceed \$15,000	30% not to exceed \$15,000
Town of Fulton	10% not to exceed \$7,000	10% not to exceed \$5,000	10% not to exceed \$5,000



**RECOMMENDATION:** Not an action item.



December 11, 2015

Aransas County  
 ATTN: Linda Garcia, Executive Assistant to County Judge  
 301 N. Live Oak Street  
 Rockport, TX 78382

Dear Ms. Garcia:

The Rockport City Council met in Regular Session on Tuesday, December 8, 2015, and voted to approve the attached Intergovernmental Cooperation Agreement with Aransas County and Town of Fulton for a Juvenile Case Manager with the following highlighted change, and additions to the Agreement:

2. The annual expense of the juvenile case manager shall be borne between the parties as follows: County – 30% of the total not to exceed \$15,000; City – 30% of the total not to exceed \$15,000; Fulton – 10% of the total not to exceed \$5,000; and School District 30% of the total not to exceed \$15,000. County will invoice the other parties **monthly** for the actual expense incurred and owed, and payment will be due 30 days after date of invoice. Each Party certifies that current funds are available for payments.
  
4. All notices, communications, and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

**CITY:**  
 City Manager  
 622 E. Market Street  
 Rockport, TX 78382

**COUNTY:**  
 County Judge  
 301 N. Live Oak Street  
 Rockport, TX 78382

**TOWN OF FULTON:**  
 Mayor  
 P.O. Box 1130  
 Fulton, TX 78358

**ARANSAS COUNTY INDEPENDENT  
 SCHOOL DISTRICT:**  
 President  
 P.O. Box 907  
 Rockport, TX 78381

It shall be the duty of each entity's representative to disseminate within their respective entity all notices, communications, and reports received from the other party.

5. Requests from one party to another party for information concerning the agreement and the Juvenile Case Manager project shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

I have attached three (3) signed original Intergovernmental Cooperation Agreements with the included change and additions. I am also enclosing the three (3) original Intergovernmental Cooperation Agreements previously delivered to the office of the City Secretary. If you have any questions please feel free to contact me.

Sincerely,



Teresa Valdez  
City Secretary

Enclosures



5. Requests from one party to another party for information concerning the agreement and the Juvenile Case Manager project shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

This AGREEMENT shall be effective for a period of one (1) year, effective from **January 1, 2016**, to **December 31, 2016**.

This AGREEMENT constitutes the entire agreement between the parties. Neither party hereto is bound by an agreement, condition, stipulation, understanding or representation made by any agent or members not herein contained. This agreement supercedes all prior agreements covering this subject matter.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**ARANSAS COUNTY:**

\_\_\_\_\_  
VALERIE K. AMASON, COUNTY CLERK

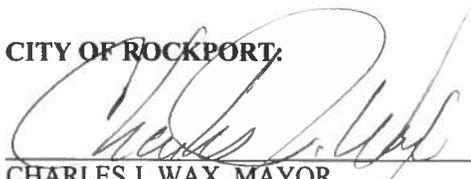
\_\_\_\_\_  
C.H. "BURT" MILLS, JR., COUNTY JUDGE

SIGNED this the 8<sup>th</sup> day of December, 2015.

ATTEST:

**CITY OF ROCKPORT:**

  
TERESA VALDEZ, CITY SECRETARY

  
CHARLES J. WAX, MAYOR

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**TOWN OF FULTON:**

\_\_\_\_\_  
JAN HILL, TOWN SECRETARY

\_\_\_\_\_  
JAMES KENDRICK, MAYOR

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
JUNE ANNE ASHLEY, SECRETARY

\_\_\_\_\_  
JACK WRIGHT, PRESIDENT

THE STATE OF TEXAS §  
  §  
COUNTY OF ARANSAS §

COMMISSIONERS' COURT

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
JUVENILE CASE MANAGER**

THIS AGREEMENT, is made and entered into by and between **ARANSAS COUNTY, TEXAS ("County")**, acting herein by and through its County Judge and County Commissioners, pursuant to a Resolution duly passed by the Commissioners' Court of said County, along with the **CITY OF ROCKPORT ("City")**, acting through its Mayor and City Council, and the **TOWN OF FULTON ("Fulton")**, acting through its Mayor and Town Council, and **ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT ("ACISD")**, acting by and through its duly elected officials.

WITNESSETH:

WHEREAS, said County, City, Fulton and School District have determined that it would be to the best interest of such County, City, Fulton and School District that the following provisions be made to-wit:

NOW, THEREFORE, pursuant to the Intergovernmental Cooperation Act, *Texas Government Code, Chapter 791* and provisions set forth in the following sections of this Agreement, said County, City, Fulton and School District agree as follows:

1. The parties hereto mutually agree to fund and operate a Juvenile Case Manager and office in an amount not to exceed **\$50,000.00**.
2. The annual expense of the juvenile case manager shall be borne between the parties as follows: County - 30% of the total not to exceed \$15,000; City - 30% of the total not to exceed \$15,000; Fulton - 10% of the total not to exceed \$5,000; and School District 30% of the total not to exceed \$15,000. County will invoice the other parties quarterly for the actual expense incurred and owed, and payment will be due 30 days after date of invoice. Each party certifies that current funds are available for payments.
3. The Juvenile Case Manager shall be an employee of County but shall also serve the needs of City's Municipal Court System and the Town of Fulton and Aransas County Independent School District pertaining to juveniles.

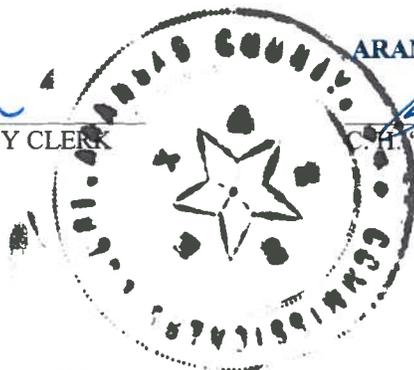
This AGREEMENT shall be effective for a period of one (1) year, effective from **January 1, 2016, to December 31, 2016**.

This AGREEMENT constitutes the entire agreement between the parties. Neither party hereto is bound by an agreement, condition, stipulation, understanding or representation made by any agent or members not herein contained. This agreement supercedes all prior agreements covering this subject matter.

SIGNED this the 9<sup>th</sup> day of November, 2015.

ATTEST:

  
VALERIE K. AMASON, COUNTY CLERK



ARANSAS COUNTY:  
  
C.H. "BURT" MILLS, JR., COUNTY JUDGE

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**CITY OF ROCKPORT**

\_\_\_\_\_  
TERESA VALDEZ, CITY SECRETARY

\_\_\_\_\_  
CHARLES J. WAX, MAYOR

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**TOWN OF FULTON:**

\_\_\_\_\_  
JAN HILL, TOWN SECRETARY

\_\_\_\_\_  
JAMES KENDRICK, MAYOR

SIGNED this the 19<sup>th</sup> day of November, 2015.

ATTEST:

**ARANSAS COUNTY INDEPENDENT  
SCHOOL DISTRICT:**

*Jane Anne Ashley*  
SECRETARY

*Jack W. Wright*  
JACK WRIGHT, PRESIDENT

**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

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**AGENDA ITEM:** 3.G.

Hear and deliberate on interlocal agreement: Restaurant Health Inspection Services

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** Council approved the 2016 agreement at its December 8, 2015, meeting, subject to the addition of Sections 5 and 6 (lines 45-58). The revised document was returned to Aransas County with the revisions on December 11 but an executed revision has not been received from the County yet; however, the accompanying second revision was submitted by the County March 17 without a redlined version or cover letter explaining any differences. The second revision appears to include the Council's changes from December 8 (lines 40-53) but excludes the auto renewal and increases the termination notice from 30 days to 60 days.

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**FISCAL ANALYSIS:** This is a fee based service with all charges paid by the customer directly to the County.

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**RECOMMENDATION:** Not an action item.



December 11, 2015

Aransas County  
 ATTN: Linda Garcia, Executive Assistant to County Judge  
 301 N. Live Oak Street  
 Rockport, TX 78382

Dear Ms. Garcia:

The Rockport City Council met in Regular Session on Tuesday, December 8, 2015, and voted to approve the attached Intergovernmental Cooperation Agreement with Aransas County for City of Rockport Restaurant Health Inspection Services with the following additions to the Agreement:

4. All notices, communications, and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

**CITY:** City Manager  
 622 E. Market Street  
 Rockport, TX 78382

**COUNTY:** County Judge  
 301 N. Live Oak Street  
 Rockport, TX 78382

It shall be the duty of each entity's representative to disseminate within their respective entity all notices, communications, and reports received from the other party.

5. Requests from one party to another party for information concerning the agreement and the Restaurant Health Inspection Services project shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

This Agreement shall be effective from January 1, 2016, to December 31, 2016. This Agreement shall automatically renew each year unless either party herein provides written notice of termination to the other party 30 days in advance of the expiration of the agreement therein effect.

I have attached two (2) signed original Intergovernmental Cooperation Agreements with the included additions. I am also enclosing the two (2) original Intergovernmental Cooperation Agreements previously delivered to the office of the City Secretary. If you have any questions please feel free to contact me.

Sincerely,

Teresa Valdez  
 City Secretary

Enclosures

1 THE STATE OF TEXAS §  
2 § KNOW ALL BY THESE PRESENTS:  
3 COUNTY OF ARANSAS §  
4  
5

6 **INTERGOVERNMENTAL COOPERATION AGREEMENT**  
7 **CITY OF ROCKPORT**  
8 **RESTAURANT HEALTH INSPECTION SERVICES**  
9

10  
11 This Agreement made and entered into by and between the **CITY OF ROCKPORT**, (“City”) and the  
12 **COUNTY OF ARANSAS** (“County”) each acting herein by and through its duly authorized officials;  
13

14  
15 WITNESSETH:

16  
17 WHEREAS, *Section 121.003(b), Texas Health and Safety Code*, authorizes Interlocal Cooperation  
18 Agreements in accordance with *Article 791.001 et seq. V.T.C.A. Government Code*  
19 between Cities and Counties to provide health related services; and  
20

21 WHEREAS, City and County desire to enter into an agreement to allow County to provide the health  
22 related services and to charge recipients of the services for said services (by establishing a  
23 permitting and fee system where appropriate).  
24

25 NOW, THEREFORE, said parties agree and covenant upon the terms and conditions as follows:  
26

- 27 1) City authorizes County to act as its representative and regulatory authority in all commercial and  
28 non-commercial food service operations and to assist in communicable disease investigation.  
29
- 30 2) County agrees to act as City’s authorized representative and regulatory authority in all commercial  
31 and non-commercial food service operations and to assist in communicable disease investigation.  
32 County agrees to charge recipients of the services in an amount authorized by the Commissioners’  
33 Court of said County and to be responsible for the collection of said charges (and issuance of said  
34 permits).  
35
- 36 3) This Agreement may be terminated by either party hereto by the giving of sixty (60) days written  
37 notice of cancellation. Without such written termination notice, this Agreement shall automatically  
38 renew each year.  
39
- 40 4) All notices, communications, and reports under this Agreement must be mailed or delivered to the  
41 respective parties at the addresses shown below, unless either party is otherwise notified in writing  
42 by the other party:  
43

44 <b>CITY:</b> City Manager	44 <b>COUNTY:</b> County Judge
45 622 E. Market Street	45 301 N. Live Oak Street
46 Rockport, TX 78382	46 Rockport, TX 78382
47	

48 It shall be the duty of each entity’s representative to disseminate within their respective entity all  
49 notices, communications, and reports received from the other party.  
50

- 51 5) Requests from one party to another party for information concerning the agreement and the  
52 Restaurant Health Inspection Services project shall be honored in a timely manner and shall not  
53 require the submission of a formal Public Information Act request for open records.  
54

55 This Agreement shall be effective from **January 1, 2016**, to **December 31, 2016**.

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PASSED AND APPROVED by ARANSAS COUNTY COMMISSIONERS' COURT on March 21, 2016.

ATTEST:

**ARANSAS COUNTY, TEXAS**

\_\_\_\_\_  
VALERIE K. AMASON, COUNTY CLERK

\_\_\_\_\_  
C.H. "BURT" MILLS, JR., COUNTY JUDGE

PASSED AND APPROVED by the ROCKPORT CITY COUNCIL on March 21, 2016.

ATTEST:

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
TERESA VALDEZ, CITY SECRETARY

\_\_\_\_\_  
CHARLES J. WAX, MAYOR

## CITY COUNCIL AGENDA

### Joint Special Workshop Meeting: Monday, March 21, 2016

**AGENDA ITEM:** 3.H.

Hear and deliberate on interlocal agreement: Roads & Drainage

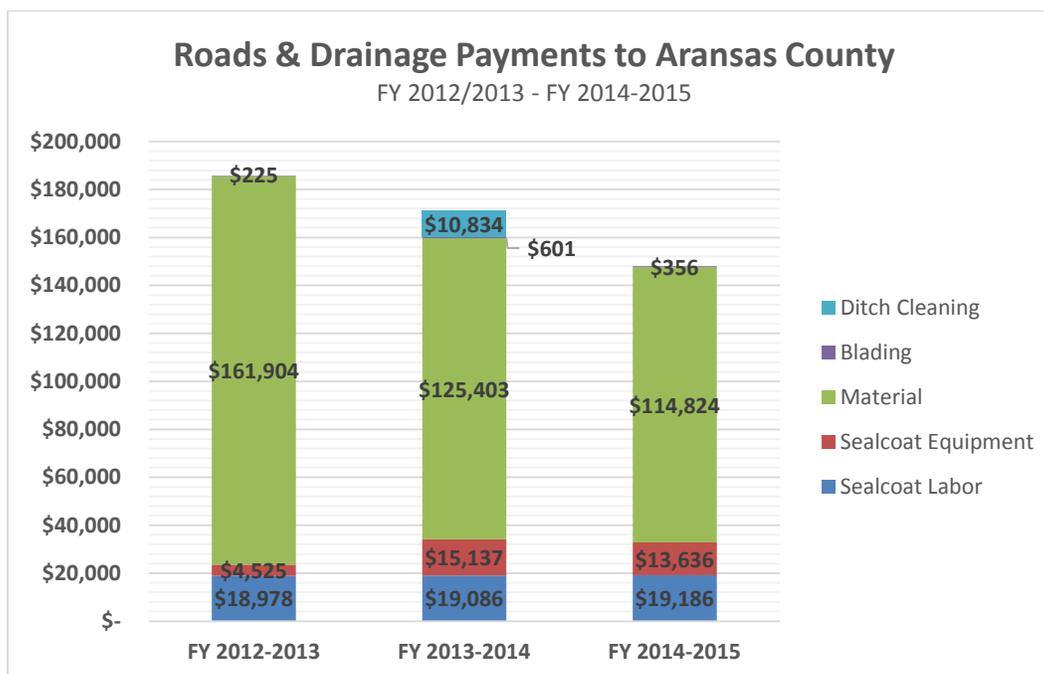
**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

**BACKGROUND:** Commissioners Court approved the proposed agreement at its January 11, 2016, meeting and appears to be the same as the 2015 agreement. Staff recommends making the following changes:

- **Sec. 7** – Change City’s representative from Mayor to City Manager (line 55).
- **Sec. 9** – Specifies the City’s representative as the City Manager (line 75).
- **Sec. 12** – Adds specific points of contact for each party and clarifies responsibility for communication within each party’s organization (lines 88-106).
- **Sec. 13** – Adds an affirmation of each party’s right to easy access to information (lines 108-110).

**FISCAL ANALYSIS:** A history of the City’s previous three years of payments for road and drainage work is detailed in the chart below.



**RECOMMENDATION:** Not an action item.

1 THE STATE OF TEXAS §  
2 § KNOW ALL BY THESE PRESENTS:  
3 COUNTY OF ARANSAS §  
4  
5

6 **INTERGOVERNMENTAL COOPERATION AGREEMENT**  
7 **CITY OF ROCKPORT – ROADS/DRAINAGE**  
8

9 THIS AGREEMENT, made and entered into by and between **ARANSAS COUNTY, TEXAS** (“County”) and the  
10 **CITY OF ROCKPORT**, (“City”), each acting by and through its duly elected officials.  
11

12 WITNESSETH:  
13

14 WHEREAS, said County and City have determined that it would be to the best interest of such County and City that the  
15 following provisions be made to-wit:  
16

17 NOW, THEREFORE: said County and the City agree as follows:  
18

- 19 1. Pursuant to the Interlocal Cooperation Act, *Texas Government Code, Chapter 791* and the *Texas*  
20 *Transportation Code, Section 251.012* the County agrees to provide personnel, equipment and materials for the  
21 purposes of construction, improvement, maintenance, and/or repair of any street, alley, parking or drainage  
22 within the corporate city limits of the City of Rockport, subject to the approval of the County Engineer and  
23 provisions set forth in the following sections of this Agreement.  
24
- 25 2. All charges for work approved and performed for the City will be based on materials, equipment charges and  
26 labor, including overhead (payroll taxes, health insurance, retirement, etc.). Labor charges will be determined  
27 by personnel working on the job site documented by daily worksheets. The labor rate will be based on personnel  
28 salary at the time of work performed. All charges for material will be based on summaries documented by the  
29 daily worksheets. Loose material quantities will be based on estimated capacities of vehicles and number of  
30 loads hauled. Charges for material will be based on actual cost to the County whether delivered to the County  
31 Service Center at 1931 F. M. 2165 or directly to job site. Material charges will include any and all expenses  
32 associated with delivery to the designated site. Equipment charges will be based on hourly rates that will cover  
33 the costs of equipment over their useful life. It is the County’s intent that the total charges will reflect County  
34 costs as closely as possible. Fuel charges will be calculated by filling equipment prior to moving it to the  
35 designated job then refilling the equipment after it has left the job and computing the difference. The per-  
36 gallon price of the fuel will be based on the last delivered price to the Aransas County Service Center.  
37
- 38 3. The City agrees to provide construction water at a convenient location at no charge to the County or will make  
39 arrangements with the local utility for the water if it is deemed necessary to provide the service requested by  
40 the City.  
41
- 42 4. The City will have the right to supplement labor, equipment or materials to offset project costs with the approval  
43 of the County Engineer.  
44
- 45 5. The parties intend that the County in performing such services, shall act as an independent contractor and shall  
46 have control of the work and the manner in which it is performed. During the performance of requested  
47 services the City will be required to provide a responsible employee to verify performance, clarify ambiguities  
48 and act as intermediary to the public. The County shall not be considered an agent, employee, or borrowed  
49 servant of the City.  
50
- 51 6. The parties further agree that such work will be performed in a workmanlike manner, but County grants no  
52 warranties of any kind to the City or any third party.  
53
- 54 7. During the term of this Agreement, work requests will only be received from an agent of the City authorized  
55 by the ~~Mayor~~**City Manager**. The request for work will be submitted to the County Engineer. The work request  
56 will be submitted in writing which will include the type, location, and time frame of the assistance requested  
57 pursuant to the conditions of this Agreement. It is expressly understood between the parties that the County  
58 shall have no authority or obligation to provide any service or work on any City street, alley or property not so  
59 agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the

60 appropriate time and authorize the work be completed subject to the work schedule of the County Road and  
 61 Bridge Department. Any work requests that are supplemental to the original request will be accompanied by  
 62 written follow-up documentation. Failure to furnish the required follow-up documentation will not eliminate  
 63 the City's obligation to provide payment for said supplemental services. The seal coat program will be  
 64 completed by October 1 of each year.

- 65
- 66 8. To the extent authorized by law, the City of Rockport hereby agrees to assume the risk of, defend, hold  
 67 harmless, and fully indemnify the County, its officers, agents and employees from any and all loss damage,  
 68 cost demands or causes of action of any nature or kind for loss or damage to property, or for injury or death to  
 69 person, arising in any manner from the performance of the above referenced work.
- 70
- 71 9. All materials, services, and charges therefore shall be paid for from current resources available to the paying  
 72 parties. County shall provide to the City a monthly detailed report showing the work provided under this  
 73 Agreement and the charges allocated for said work. Payment schedules for such work will be determined prior  
 74 to start. The payments will be monthly or by project as agreed by County Engineer and the ~~representative of~~  
 75 ~~the City~~ City Manager. Bills for completed work will be paid for by the City within thirty (30) days of the date  
 76 of billing.
- 77
- 78 10. Purchase of materials (excluding fuel) not associated with contract work done by the County will be charged  
 79 at cost plus 10% to offset handling, preparation, and administrative costs. Fuel purchases will be reimbursed  
 80 for the actual number of gallons used. The price per gallon will be equal to the costs paid by Aransas County  
 81 for the fuel plus 5cents/gallon facility charge.

82

83 ~~11.~~ ~~11.~~ The County and City may further agree to work in a cooperative effort whereby from time to time  
 84 labor, materials and maintenance equipment may be exchanged when mutually convenient for the County and the City  
 85 on an emergency basis. The charges assessed to the County for said service will be reimbursed as outlined in the above  
 86 Sections 1 through 9.

87

88 12. All notices, communications, and reports under this Contract must be mailed or delivered to the respective parties at  
 89 the addresses shown below, unless all parties are otherwise notified in writing by the party changing its contact or  
 90 address:

91

92 CITY: City Manager  
 93 622 E. Market Street  
 94 Rockport, TX 78382

95

96 TOWN: Mayor  
 97 207 N. Seventh Street  
 98 P.O. Box 1130  
 99 Fulton, TX 78358

100

101 COUNTY: County Judge  
 102 301 N. Live Oak  
 103 Rockport, TX 78382

104

105 It shall be the duty of each entity's representative to disseminate within their respective entity all notices,  
 106 communications, and reports received from the other parties.

107

108 13. Requests from one party to another party for information concerning the agreement and Animal Control Services  
 109 shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for  
 110 open records.

111

112

113 This AGREEMENT shall be effective for a period of one (1) year or part thereof, effective from **January 1, 2016**, to  
 114 **December 31, 2016**.

115

116 This AGREEMENT constitutes the entire agreement between Aransas County, Texas, and the City of Rockport, Texas.  
 117 Neither party hereto is bound by an agreement, condition, stipulation, understanding or representation made by any agent or  
 118 members not herein contained. This Agreement ~~supersedes~~ supersedes all prior agreements to exchange labor and maintenance  
 119 equipment executed by the parties to the agreement.

SIGNED this the 11<sup>th</sup> day of January, 2016.

ATTEST:

**ARANSAS COUNTY:**

\_\_\_\_\_  
VALERIE K. AMASON, COUNTY CLERK

\_\_\_\_\_  
C.H. "BURT" MILLS, COUNTY JUDGE

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**CITY OF ROCKPORT:**

\_\_\_\_\_  
TERESA VALDEZ, CITY SECRETARY

\_\_\_\_\_  
CHARLES J. WAX, MAYOR

**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

---

**AGENDA ITEM:** 3.I.

Hear and deliberate on interlocal agreement: Septic Systems

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The current agreement was approved by City Council on November 12, 2013, and auto renewed in 2015 and 2016; however, on March 17, 2016, Aransas County submitted a revised agreement without a redlined version or cover letter explaining any changes. It appears the revised agreement is substantively the same except for reformatting.

If Council wishes to waive auto renewal of the 2013 agreement and termination notice, staff recommends the following revisions to the County's proposed agreement:

1. **Sec. 6.** – Adds specific points of contact for each party and clarifies responsibility for communication within each party's organization (lines 63-81).
2. **Sec. 7.** – Adds an affirmation of each party's right to easy access to information (lines 83-85).

---

**FISCAL ANALYSIS:** This is a fee based service with all charges paid by the customer directly to the County.

---

**RECOMMENDATION:** Not an action item.

1  
2  
3 THE STATE OF TEXAS       §  
4                                       §       KNOW ALL BY THESE PRESENTS:  
5 COUNTY OF ARANSAS       §  
6  
7

8                                       **INTERGOVERNMENTAL COOPERATION AGREEMENT**  
9                                       **CITY OF ROCKPORT - SEPTIC SYSTEMS**

10  
11  
12 THIS AGREEMENT is made and entered into by and between the **CITY OF ROCKPORT**, Texas (“CITY”), and  
13 the **COUNTY OF ARANSAS** (“COUNTY”).  
14

15 WHEREAS,     the City of Rockport, Texas is a Home Rule City located in Aransas County, Texas, and the City  
16                       desires to provide sanitation services by contracting with Aransas County for the provision of such  
17                       services; and  
18

19 WHEREAS,     COUNTY and CITY agree that the COUNTY will provide certain sanitation services for the CITY.  
20

21 NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the Parties hereto  
22 agree as follows:  
23

24 1. OBLIGATIONS OF THE COUNTY

- 25 a) COUNTY shall inspect private septic systems within the CITY, including but not limited to, evaluating  
26 septic systems. Such inspections shall comply with all present or future laws pertaining to the inspection  
27 and approval of private septic sewer systems within the State of Texas, including minimum state standards  
28 and local codes.  
29 b) In the conduct of this business, COUNTY shall enforce rules and regulations, including fees.  
30 c) COUNTY shall furnish all necessary equipment, supplies, materials, and personnel necessary to carry out  
31 its obligations under the terms of this Agreement and in accordance with any and all applicable federal,  
32 state, and local laws.  
33 d) COUNTY will be responsible for maintaining any and all necessary insurance to cover damage to property  
34 and any personal injuries, which may result from the performance of COUNTY or its employees under the  
35 terms of this Agreement.  
36

37 2. OBLIGATIONS OF THE CITY OF ROCKPORT

- 38 a) CITY will be responsible for assuring that permits are obtained from COUNTY as COUNTY requires, and  
39 that subsequent permits given by CITY for construction are not be issued until permits are first secured  
40 from COUNTY.  
41 b) CITY agrees that permit fees will be in accordance with COUNTY’s current fee schedule at the time of  
42 permit application.  
43

44 3. EXCLUSIVE RIGHTS

45 COUNTY shall have exclusive rights to maintain and supervise private septic systems of property owners  
46 within the CITY.  
47

48 4. DURATION OF THE AGREEMENT

- 49 a) The contractual relationship created in this Agreement shall commence on **January 1, 2016**, and may  
50 terminate on **December 31, 2016**, if one party provides the other party with a minimum of thirty (30) days’  
51 written notice of termination.

b) Without delivery of such a timely written termination notice, however, this Agreement shall automatically renew for an additional one year period, each subsequent year, on January 1 of the then current year and end on December 31 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely.

5. COMPLIANCE WITH LAWS AND REGULATIONS

- a) Both Parties to this Agreement clearly understand and agree that it is the intent for private sanitation systems within the City to operate fully and completely in compliance with all federal, state, and county laws and regulations concerning waste disposal.
- b) Both Parties to this Agreement will use their best efforts to ensure continued compliance with all laws and regulations.

6. All notices, communications, and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless all parties are otherwise notified in writing by the party changing its contact or address:

CITY: City Manager  
622 E. Market Street  
Rockport, TX 78382

TOWN: Mayor  
207 N. Seventh Street  
P.O. Box 1130  
Fulton, TX 78358

COUNTY: County Judge  
301 N. Live Oak  
Rockport, TX 78382

It shall be the duty of each entity's representative to disseminate within their respective entity all notices, communications, and reports received from the other parties.

7. Requests from one party to another party for information concerning the agreement and septic systems in Rockport shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

For and in reliance on the promises, covenants, and agreements contained herein, we execute this Agreement this 14<sup>th</sup> day of December, 2015.

ATTEST:

**ARANSAS COUNTY, TEXAS**

\_\_\_\_\_  
VALERIE K. AMASON, County Clerk

\_\_\_\_\_  
C.H. "BURT" MILLS, JR., County Judge

For and in reliance on the promises, covenants, and agreements contained herein, we execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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105  
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107  
108  
109

**ATTEST:**

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
TERESA VALDEZ, City Secretary

\_\_\_\_\_  
CHARLES J. WAX, Mayor

DRAFT 03/21/16

**CITY COUNCIL AGENDA**  
**Joint Special Workshop Meeting: Monday, March 21, 2016**

---

**AGENDA ITEM: 3.J.**

Hear and deliberate on interlocal agreement: Subdivision Regulation

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** In September 2003, the City and Aransas County executed an interlocal providing for subdivision regulation within the City's extraterritorial jurisdiction (ETJ). The initial term of the 2003 agreement was for one year and provided for it to "automatically renew for another year unless terminated." It is likely that the intent of both parties was for automatic renewals every year rather than just for year two and no more but the language of the agreement does not allow for that and we have had no agreement since September 2005. Aransas County submitted a new agreement for consideration. A comparison between the old agreement and the proposed one had the following differences:

1. The City's authority to regulate subdivision plats and related building code permits moves from ½ mile to the full mile of the ETJ.
2. The County is given exclusive authority to regulate all other development permits, including stormwater management, floodplain management, tree removal permits, and on-site sewer facilities within the full ETJ.
3. The term renews annually.

At its July 14, 2015, meeting Council adopted a revised version of the agreement. A joint meeting was held with Commissioners Court on August 25, 2015, to discuss differences and staff was directed to work on a revised document. Following consultations with legal counsel, the original document was divided into two with one focusing on subdivision regulation and the other on other ETJ regulations. A meeting with the Assistant County Engineer determined that a primary objection to the City's changes was differences of stormwater management. The City revised its flood ordinance on January 26, 2016, raising the freeboard from 12 inches to 18 inches. The final version of the City's revised master drainage plan will be presented at the March 22 council meeting.

Please see the accompanying agreement for additional information.

---

**FISCAL ANALYSIS:**

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**RECOMMENDATION:** Not an action item.

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**INTERLOCAL AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY  
THE CITY OF ROCKPORT AND THE COUNTY OF ARANSAS WITHIN THE  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKPORT**

---

This Agreement is made by and between the City of Rockport, a municipality located within Aransas County, Texas (hereinafter called “the City”), and the County of Aransas, a political subdivision of the State of Texas (hereinafter called “the County”), as required by Section 242.001 of the Texas Local Government Code.

**WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

**WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the City limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the County lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the City and the County; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

The City and the County agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related building code permits in all areas within its entire extraterritorial jurisdiction.

The City and the County agree that if a proposed subdivision originates within the City limits or in the City’s extraterritorial jurisdiction and less than fifty percent (50%) of the subdivision area extends past the extraterritorial jurisdiction line, the City shall have exclusive right to exercise its jurisdictional authority within the limits of the entire proposed subdivision.

The City and the county agree that if a proposed subdivision originates within the City’s extraterritorial jurisdiction and fifty percent (50%) or more of the subdivision area extends past the extraterritorial jurisdiction line, the County shall have exclusive right to exercise its jurisdictional authority within the limits of the entire subdivision.

---

**AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE CITY OF  
ROCKPORT AND THE COUNTY OF ARANSAS WITHIN THE  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKPORT**

---

This Agreement is made by and between the City of Rockport, a municipality located within Aransas County, Texas (hereinafter called “the City”), and the County of Aransas, a political subdivision of the State of Texas (hereinafter called “the County”), as required by Section 242.001 of the Texas Local Government Code.

**WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

**WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the City limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the County lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the City and the County; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

The City and the County agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related building code permits in all areas within its entire extraterritorial jurisdiction.

The City and the County agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate all other development permits, including, but not limited to, **stormwater management, floodplain management, tree removal permits and on-site facilities**, in the entire extraterritorial jurisdiction of the City.

The City and the County agree that if a proposed subdivision originates within the City limits or in the City’s extraterritorial jurisdiction and less than fifty percent (50%) of the subdivision area extends past the extraterritorial jurisdiction line, the City shall have exclusive right to exercise its jurisdictional authority, as defined above, within the limits of the entire proposed subdivision.

47 The City and the county agree that if a proposed subdivision originates within the City's  
 48 extraterritorial jurisdiction and fifty percent (50%) or more of the subdivision area extends past  
 49 the extraterritorial jurisdiction line, the County shall have exclusive right to exercise its  
 50 jurisdictional authority within the limits of the entire subdivision.

51  
 52 Subdivision plats that are approved by the City but extend partially or entirely into an  
 53 unincorporated area of the County shall provide a signature block for the County Judge on the  
 54 final plat. The County Clerk shall not record a plat that extends into an unincorporated area of  
 55 the County without the County Judge's signature.

56  
 57 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the  
 58 County of any expansion or reduction in the City's extraterritorial jurisdiction.

59  
 60 This Agreement does not extend the liability of the parties. Neither the City nor the County  
 61 waives any immunity or defenses available to it against claims made by third parties.

62  
 63 The term of this Agreement is from the date of execution of this Agreement as provided below to  
 64 one year from the date of execution. This Agreement will automatically renew for another year  
 65 and continue to renew automatically for each subsequent year unless terminated. Either party to  
 66 this Agreement may terminate the Agreement without cause at the end of any term by notifying  
 67 the other party no fewer than 45 days prior to the end of the term. However, both parties  
 68 understand and agree that the right to terminate this Agreement does not void the statutory duty  
 69 of the County and the City to have a written agreement providing for subdivision regulation  
 70 within the City's extraterritorial jurisdiction.

71  
 72 In witness whereof, the governing bodies of both the County and the City have proposed and  
 73 adopted this Agreement and have caused this Agreement to be executed. It shall become  
 74 effective upon the date that both parties have signed this Agreement.

75  
 76 Agreed to and adopted by the Commissioners' Court of the County of Aransas Texas, on the  
 77 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

78  
 79  
 80  
 81  
 82 \_\_\_\_\_  
 83 C. H. "Burt" Mills, Jr., Aransas County Judge

84 Agreed to and adopted by the City Council of the City of Rockport, Texas, on the \_\_\_\_\_ day  
 85 of \_\_\_\_\_, 2015.

86  
 87  
 88  
 89 \_\_\_\_\_  
 90 Charles J. Wax, Mayor of the City of Rockport  
 91

47  
48 Subdivision plats that are approved by the City but extend partially or entirely into an  
49 unincorporated area of the County shall provide a signature block for the County Judge on the final  
50 plat. The County Clerk shall not record a plat that extends into an unincorporated area of the  
51 County without the County Judge's signature.

52  
53 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the  
54 County of any expansion or reduction in the City's extraterritorial jurisdiction.

55  
56 This Agreement does not extend the liability of the parties. Neither the City nor the County waives  
57 any immunity or defenses available to it against claims made by third parties.

58  
59 The term of this Agreement is from the date of execution of this Agreement as provided below to  
60 one year from the date of execution. This Agreement will automatically renew for another year  
61 and continue to renew automatically for each subsequent year unless terminated. Either party to  
62 this Agreement may terminate the Agreement without cause at the end of any term by notifying  
63 the other party no fewer than 45 days prior to the end of the term. However, both parties understand  
64 and agree that the right to terminate this Agreement does not void the statutory duty of the County  
65 and the City to have a written agreement providing for subdivision regulation within the City's  
66 extraterritorial jurisdiction.

67  
68 In witness whereof, the governing bodies of both the County and the City have proposed and  
69 adopted this Agreement and have caused this Agreement to be executed. It shall become effective  
70 upon the date that both parties have signed this Agreement.

71  
72 Agreed to and adopted by the Commissioners' Court of the County of Aransas Texas, on the  
73 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

74  
75  
76  
77  
78 \_\_\_\_\_  
79 C. H. "Burt" Mills, Jr., Aransas County Judge

80 Agreed to and adopted by the City Council of the City of Rockport, Texas, on the \_\_\_\_\_ day  
81 of \_\_\_\_\_, 2015.

82  
83  
84  
85 \_\_\_\_\_  
86 Charles J. Wax, Mayor of the City of Rockport

87