

INTERLOCAL COOPERATION AGREEMENT

This **Interlocal Cooperation Agreement** ("Agreement") is made and entered into effective as of the date of execution by authorized representatives of the parties, by and between the **City of Austin**, Texas ("Austin"), a Texas home rule municipal corporation, and the **Village of Volente**, Texas ("Volente"), a Texas Type B general law municipal corporation, acting by and through their authorized representatives.

Recitals.

Whereas, Austin and Volente (sometimes hereinafter collectively referred to as the "cities" or "parties") recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities;

Whereas, agreements that establish boundaries within which specific duties are performed and standards are applied in a convenient and cost effective manner to assure quality urban planning and development serve the best interests of all citizens;

Whereas, agreement regarding areas adjacent to the cities' respective corporate limits or extraterritorial jurisdiction ("ETJ") will assist and enhance the planning and development of capital improvement programs and services, and result in meaningful protection for the environment and valuable natural resources;

Whereas, Volente has requested that Austin release that portion of Austin's ETJ which is approximately 637 acres identified as Tract B in Exhibit "A" (the "2011 Volente Release Area") attached hereto and incorporated herein for all purposes, so that this area will be in Volente's ETJ and Austin has agreed to release the 2011 Volente Release Area to Volente as set out in this Agreement; and

Whereas, this Agreement will accomplish legitimate public purposes of both cities and will permit dependable urban planning that will benefit the environment and the public health, safety and welfare of our respective present and future citizens;

NOW, THEREFORE, pursuant to *Chapt. 791, Tex. Gov't. Code*, and *Chapt. 42, Tex. Loc. Gov't. Code*, and as otherwise authorized and permitted by the City Charter of Austin and the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the cities, and subject to each and every term and condition of this Agreement, the parties contract, covenant and agree as follows:

Article One
Findings and Declarations.

Section 1.1. Fact Findings. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective city councils of Austin and Volente to be true and correct. It is further found and determined that both the governing body of the City of Austin and the City of Volente have authorized and approved this Agreement.

Section 1.2. Water Protection Requirements. The application and enforcement of the Water Quality Regulations within the 2011 Volente Release Area, as those terms are hereinafter defined, are reasonable and necessary for the preservation and protection of water quality, the watersheds of both Volente and Austin, and valuable natural resources.

Article Two
Term and Nature of Agreement.

Section 2.1. Effective Date. This Agreement shall be effective upon the later date of the execution of this Agreement by both the City of Austin and the Village of Volente and the execution of a separate agreement by the City of Jonestown agreeing to Austin's release of the 2011 Volente Release Area to Volente.

Section 2.2. Intent and Purpose. The intent and purpose of this Agreement is to provide for the effective and efficient urban planning, the release of ETJ as set out in this Agreement, and the planning of future municipal services, for the geographic area shown and generally described as Tract B in Exhibit "A" (the "2011 Volente Release Area").

Section 2.3. Map. It is the stated intent and agreement of the parties that all references to the geographic areas described in Section 2.2 above (collectively the "2011 Volente Release Area" as used in this Agreement) refer to areas named and shown as Tract B on Exhibit "A", said exhibit attached hereto and incorporated herein for all purposes.

Article Three
Water Quality Regulations

Section 3.1. Lake Travis Critical Water Quality Zone (LTCWQZ). A critical water quality zone shall be established along and parallel to the shoreline of Lake Travis. For Lake Travis this coincides with the 681-foot contour line. The width of the critical water quality zone, measured horizontally inland, is 100 feet, or for a detached single-family residence, 75 feet.

Development within the LTCWQZ that may be submerged from time to

time and below the 681-foot contour line is prohibited, except that a boat dock, pier, wharf, or marina and necessary access and appurtenances are allowed. Within the LTCWQZ, approval by Volente or an agency designated by the Volente City Council of chemicals used to treat building materials that will be submerged in water is required before a permit may be issued or a site plan released.

Development shall comply with the 2006 LCRA Highland Lakes Watershed Ordinance, as amended from time to time, and the 2006 LCRA Water Quality Management Technical Manual, as amended from time to time.

Article Four Release of ETJ

Section 4.1. ETJ Release. Austin will release to Volente the portion of Austin ETJ identified as the 2011 Volente Release Area shown on Exhibit "A". Volente hereby accepts into Volente's ETJ the 2011 Volente Release Area shown on Exhibit "A".

Section 4.2. Volente agrees to Austin's release of the portion of Austin's ETJ which is approximately 66 acres identified as Tract A in Exhibit "A" (the "2011 Jonestown Release Area") to the City of Jonestown, as authorized by Austin and Jonestown under separate Interlocal Agreement.

Article Five General and Miscellaneous.

Section 5.1. Development Approval and Policy Making Authority. Volente shall have control, supervision and policy making authority for and with respect to city services and future services within the 2011 Volente Release Area, to the fullest extent authorized by State law and not inconsistent with this Agreement.

Section 5.2. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the cities to undertake any other action or to provide any service within the 2011 Volente Release Area, except as specifically set forth in this Agreement.

Section 5.3. Jurisdiction. This Agreement shall not be deemed to extend or increase the jurisdiction or authority of either of the cities except as necessary to implement and give effect to this Agreement. All governmental and proprietary functions and services to be performed and provided by Jonestown within the 2011 Volente Release Area shall, except as provided otherwise by State law and in this Agreement, be and remain in the sole discretion of Volente. Nothing in this Agreement shall be deemed to be applicable to, or an attempt to limit or restrict, the legal rights, authority or jurisdiction of any other governmental

entity.

Section 5.4. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither Austin nor Jonestown waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 5.5. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both Austin and Volente and authorized by their respective governing bodies.

Section 5.6. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 5.7. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 5.8. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date below.

Executed this the _____ day of _____ 201__.

City of Austin, Texas

Village of Volente, Texas

Marc A. Ott, City Manager

Date:

Justine Blackmore-Hlista,
Mayor

Date:

Attest:

Attest:

Shirley Gentry, City Clerk

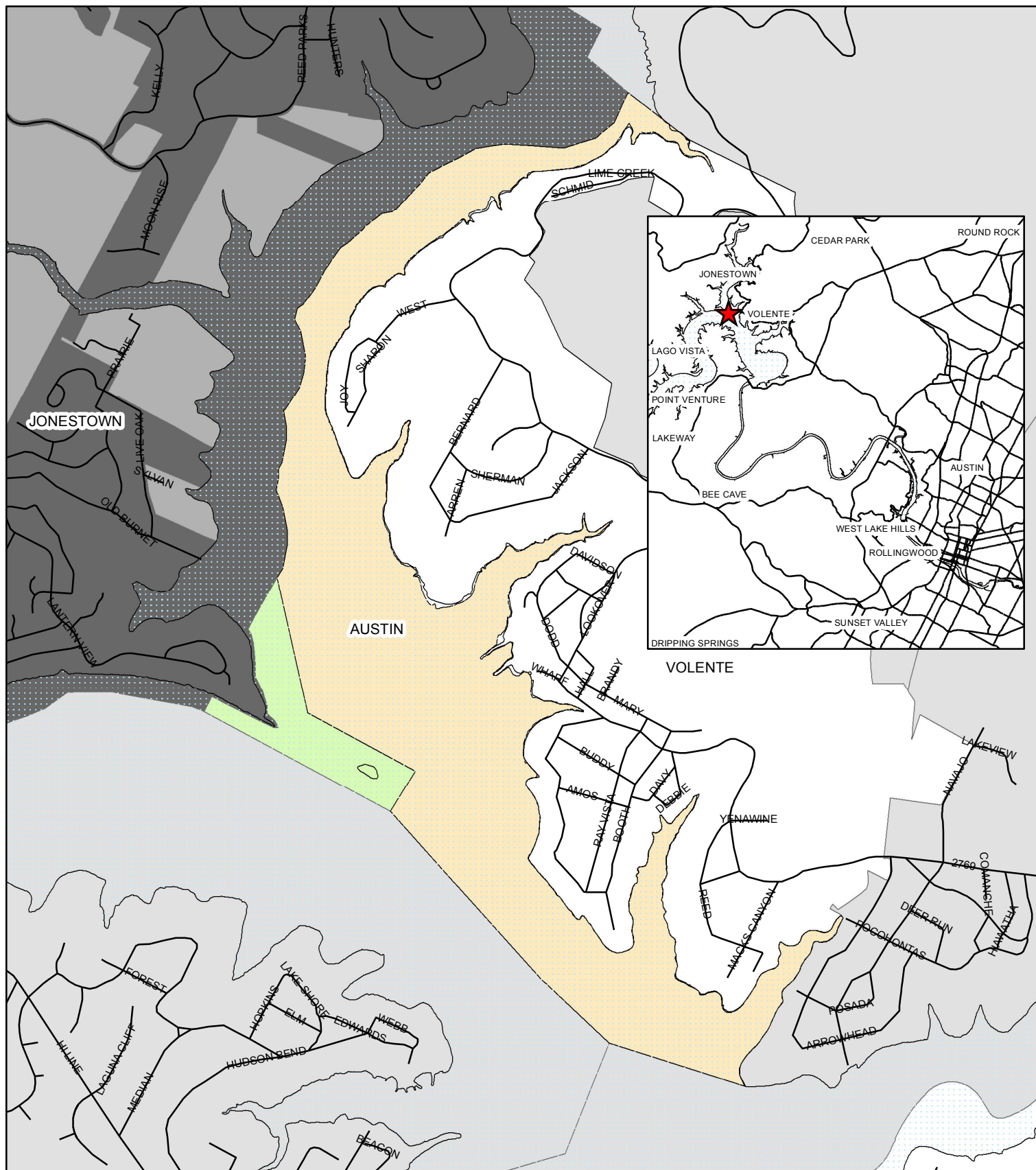


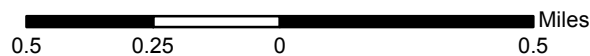
Exhibit A **Jonestown / Volente** **ETJ Release Requests**



City of Austin
PDRD
January 6, 2012

Proposed ETJ Release Area

- Tract A: Austin ETJ to Jonestown
- Tract B: Austin ETJ to Volente



- Jonestown
- Volente
- Jonestown ETJ
- Austin ETJ

