

INTERLOCAL COOPERATION AGREEMENT
BETWEEN GUADALUPE COUNTY AND THE CITY OF KINGSBURY
FOR SUBDIVISION REGULATIONS WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE
CITY OF KINGSBURY, TEXAS

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Guadalupe County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), by and through its County Judge, and the City of Kingsbury, a municipal corporation of the State of Texas (hereinafter referred to as "City"), and by and through its Mayor.

TERM OF AGREEMENT

- A. The County and the City mutually agree that the term of this Interlocal Cooperation Agreement shall be from the date it is formally and duly executed by both the County and the City and will automatically be renewed for an additional year at the end of each contract year.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (90) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, or by Hand Delivery to the other party at the addresses set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party under this Agreement, except with respect for services already rendered under this Agreement, but not yet paid.

II. COUNTY RESPONSIBILITIES

- A. The County, within the city limits of Kingsbury and the ETJ, shall continue to administer and enforce Guadalupe County's OSSF (On Site Sewage Facilities) rules and regulations, consistent with any Statutes, Rules and Regulations of TCEQ.
- B. Within the ETJ, the County shall assume maintenance responsibilities for all public streets and roads, and all public drainage systems, within any platted subdivision, once built, provided any such public streets, roads, and public drainage systems are in compliance with the requirements of the County, and any applicable state and/or federal regulations for road construction and drainage. All egress and ingress onto County roads is subject to permitting by the County.
- C. The County, within the city limits of Kingsbury and the ETJ, shall administer and enforce the "Floodplain Prevention Court Order" approved on July 8, 2014 by the Commissioner's Court of Guadalupe County and enforce the National Flood Insurance Program (NFIP), FEMA's program of floodplain management.
- D. It is understood by this Agreement that the County will be the exclusive authority for enforcing subdivision regulations and any and all other permitting that is required in the ETJ of the City and in accordance with the rules, orders, and regulations applicable to subdivision and platting adopted by the County. All fees relative to County's subdivision regulations shall be payable to the County, inclusive of the customary filing fees for the recordation of plats.
 - (1) The County shall require the Developer to provide the City with a copy of the subdivision application and related documents within ten days of filing with the City.

- (2) The City will be given an opportunity to comment on subdivision applications and related materials considered by the Commissioner's Court. The City shall provide comments to the County contact within 10 days of the City's receipt of the subdivision application and related materials.
- (3) The County shall require the developer to provide a Corporate Surety Bond or Irrevocable Letter of Credit, in an amount determined by the County's designee, to ensure the proper completion of roads, drainage, and water distribution facilities, as applicable, within subdivisions in the City's ETJ in the County involving said infrastructure.

The Surety Bond shall be executed by a surety company authorized to do business in the State of Texas and shall be made payable to the County Judge or his successors in office, of Guadalupe County, Texas. The condition of the bond, letter of credit or escrow agreement shall be that the owner or owners of the tract of land to be subdivided will construct the roads or streets, stormwater drainage, and water distribution facilities of such subdivision within one year of plat filing. The time period for completion may be extended upon written agreement of the developer and County. The full amount of the bond or letter of credit shall remain in force until the road construction and other infrastructure is completed and roads and other infrastructure are approved and/or accepted by the County. Upon completion of all improvements and their acceptance by the County, the developer or his contractor shall execute a maintenance bond in the total sum of Three Dollars and 50/cents (\$3.50) per square yard of payment, guaranteeing the work and the warranties. The County will not accept the roads until such bonds are

furnished and approved by the Commissioners Court. Upon completion of the one-year warranty with no outstanding warranty claims, the owner and his bond company will be given a letter of bond release.

E. The City shall notify the County in writing of any expansion or reduction of the City's ETJ.

F. In the event a development overlaps the City's ETJ and the ETJ of another city and, as to such development, there is a conflict in regulations which are the subject of this agreement. The County shall use its best efforts to cooperate with such other city in reaching a reasonable accommodation, *Consistent with the requirements of Section 212.007 Texas L.G.C.* *KK*

IV. GENERAL PROVISIONS

1. **General Administration:** General administration of this Agreement shall be by the contact person and representative for the County, the Guadalupe County Judge, or his/her representative (or successor in office). Administering this Agreement and the contact person and representative for the City is the Mayor, or his/her representative.
2. **Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Guadalupe County Commissioners Court or the City Council of the City of Kingsbury, Texas.
3. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by certified mail, postage prepaid, return receipt requested.
 - (a) Notices pursuant to this Agreement shall be sent to the Guadalupe County Judge's Office at the following address:

Guadalupe County Judge's Office
101 East Court Street
Seguin, Texas 78155

(b) Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

City of Kingsbury
3901 FM 2438
Kingsbury, TX 78638

(c) To be effective, a copy of any notices sent to the County shall be sent to the Guadalupe County Attorney's Office at the following address:

County Attorney
211 West Court Street
Seguin, Texas 78155

(d) When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

4. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
5. **Breach:** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Contract by the other party.
6. **Non-Waiver:** The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
7. **Entire Agreement:** This Interlocal Cooperation Agreement constitutes the entire agreement between Guadalupe County and the City. No other agreement, statement, or

promise relating to the subject matter of this Contract and which is not contained in this Contract or incorporated by reference in this Contract shall be valid or binding.

8. **Terms used in Document:** As used in this document, the terms "Interlocal Cooperation Agreement," "Interlocal Agreement," "Agreement," and "Contract" are synonymous.
9. **Non-Defined Terms:** If not specifically defined in this Contract, words and phrases used in this Contract shall have their ordinary meaning as defined by common usage.


EXECUTED THIS 4th day of April, 2017.

Guadalupe County

By: 

Honorable Kyle Kutscher
Guadalupe County Judge



ATTEST:  Date: 4-4-17

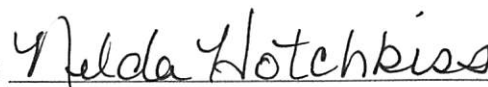
Guadalupe County Clerk

EXECUTED THIS 20th day of March, 2017

City of Kingsbury

By: 

Mayor
Kingsbury, Texas

ATTEST:  Date: 3-20-17

City of Kingsbury Secretary