

**INTERLOCAL COOPERATION AGREEMENT BETWEEN GUADALUPE COUNTY,  
TEXAS AND THE CITY OF STAPLES, TEXAS RELATIVE TO SUBDIVISION  
REGULATIONS IN GUADALUPE COUNTY, TEXAS WITHIN THE  
EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF STAPLES**

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 Staples, a municipal corporation of the State of Texas (hereinafter referred to as "City"), by and through its City Mayor.

**I. TERM OF AGREEMENT**

- A. The County and the City mutually agree that the term of this Interlocal Cooperation Agreement shall be 3 years from the date it is formally and duly executed by both the City and the County, and it shall automatically renew for successive three-year terms until amended by the parties or superseded by a new interlocal cooperation agreement between the parties.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving 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, 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 and ETJ, shall continue to administer and enforce Guadalupe County On-Site Sewage Order and Flood Damage Prevention Regulations.
- B. The County shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in the City's ETJ in accordance with the rules, orders, and regulations applicable to subdivision and platting adopted by the County. The County shall collect and retain all fees associated with plats and permits as per County's regulations.
- C. The arrangement, character, extent, width, grade and location of all streets shall conform to the City's and County's Thoroughfare Plans. If the City and County Thoroughfare Plans conflict, the subdivision shall conform to the larger right-of-way width and the higher street classification.

**III. CITY RESPONSIBILITIES**

- A. Except as specifically authorized in this Agreement, the City shall not enforce its subdivision regulations within the City's ETJ.
- B. For any subdivision for which the City is the platting authority, if any new roads, driveways, drainage structures, roadway improvements, utilities, or any other work is proposed to take place within County right of way, the City will require the Developer to

first obtain all applicable Driveway and Excavation Permits from the County prior to final plat approval. Lots approved by the City shall have a minimum road frontage of 200 feet on existing County roads. All lots shall be subject to the driveway standards of the County. Any Driveway Permit issued by the County will be in accordance with County driveway construction requirements and in conformity with current and future drainage infrastructure and traffic safety considerations. The arrangement, character, extent, width, grade and location of all streets shall conform to the City's and County's Thoroughfare Plans. If the City and County Thoroughfare Plans conflict, the subdivision shall conform to the larger right of way width and the higher street classification.

- C. The County will have the right and obligation to inspect for compliance with applicable road construction standards in accordance with the County's construction standards.
- D. With the exception of roads, streets or other infrastructure specifically accepted by the County for maintenance, the County assumes no further obligations to maintain any other public areas of the Subdivision. The County will not accept streetlights, storm sewer, curb & gutter, sidewalks, or detention for maintenance.

#### IV. GENERAL PROVISIONS

- A. **General Administration:** General administration of this Agreement shall be by the designated contact person as the representative for the County, the Guadalupe County Judge, or his/her representative (or successor in office). Administration of this Agreement for the City will be by the designated contact person as the representative for the City, the City Mayor, or his/her representative (or successor in office).
- B. **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 Staples, Texas.
- C. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by certified mail, postage prepaid, return receipt requested or hand delivered. The addresses for notice below may be changed by either party providing written notice to the other of the new address.
  - 1. Notices pursuant to this Agreement shall be sent to the Guadalupe County Judge's Office at the following address:  
Guadalupe County Judge  
101 E. Court Street  
Seguin, Texas 78155
  - 2. Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:  
City of Staples  
P.O. Box 27  
Staples, Texas 78670

3. 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:

Guadalupe County Attorney  
211 W. Court Street  
Seguin, Texas 78155

4. 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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **Terms used in Document:** As used in this document, the terms "Interlocal Cooperation Agreement," "Interlocal Agreement," "Agreement," and "Contract" are synonymous.
- I. **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.
- J. Both the County and the City acknowledge that they each are in possession of a copy of the other's current subdivision rules. The County and City further agree that in the event their respective subdivision rules are modified in any respect, then that party will provide a copy of the changes to the other party. Neither party hereto shall have the right to waive any applicable subdivision, septic or floodplain rules.

GUADALUPE COUNTY, TEXAS

BY: [Signature]

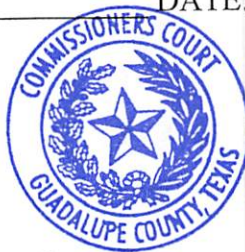
PRINTED NAME: Kyle Kutscher

GUADALUPE COUNTY JUDGE

SIGNED THIS 30<sup>th</sup> DAY OF August, 2022.

ATTEST: [Signature] DATE: 8/30/2022

GUADALUPE COUNTY CLERK



CITY OF STAPLES, TEXAS

BY: [Signature]

PRINTED NAME: Rennie Clark

CITY OF STAPLES MAYOR

SIGNED THIS 16<sup>th</sup> DAY OF August, 2022

ATTEST: [Signature] DATE: 16 Aug 2022

CITY OF STAPLES SECRETARY

