

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 (“H.B. 1445”), enacted by the Texas Legislature during its 77th Legislative Session, by and between the CITY OF FORNEY, TEXAS (“Forney”), a political subdivision of the State of Texas and KAUFMAN COUNTY, TEXAS (“Kaufman County”), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, Forney and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Corporation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires Forney and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction (“ETJ”) of Forney; and

WHEREAS, it is the expressed desire of both Forney and Kaufman County that Forney continue to be granted exclusive jurisdiction to regulate subdivision plats and to approve related permits in Forney’s ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS both Forney and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement granting Forney exclusive jurisdiction related to the ETJ entered into under the provisions of Texas Government Code §242.001 on December 18, 2001, by entering into this new INTERLOCAL COOPERATION AGREEMENT.

NOW THEREFORE, Forney and Kaufman County, for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. Term of Agreement and Certification

- (a) Forney and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both Forney and Kaufman County until December 31, 2021. This Agreement shall automatically renew every two (2) years on the anniversary date unless otherwise terminated in writing by either party following ninety (90) days’ notice.
- (b) Forney and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *Forney Granted Exclusive Jurisdiction.* Forney shall be granted exclusive jurisdiction to regulate all plats as defined in the Subdivision Ordinance of the City of Forney, to approve all related permits and to regulate all subdivisions situated within its ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities including, but not limited to, the authority to enforce the following requirements of the City of Forney as they may be amended or updated from time to time: All platting and subdivision ordinances, all applicable authorizations for driveways and other access to property as may be permitted by Forney and/or the Texas Department of Transportation together with all applicable regulations regarding drainage, the designation of flood plains, and enforcement of flood plain management. Kaufman County shall not exercise any of these functions within Forney's ETJ. Forney specifically agrees to coordinate with Kaufman County regarding permitting or platting that will impact county-maintained infrastructure.
3. *Kaufman County to Retain Jurisdiction Over Fire Codes, Building Permits, Onsite Sewage Facilities, 911 Addressing and County Roads.* Notwithstanding the grant of Exclusive Jurisdiction by Kaufman County to Forney above, Kaufman County will continue to enforce all fire codes, building permits, regulations for onsite sewage facilities under the provisions of Texas Health and Safety Code Chapter 366 and 30 Texas Administrative Code ("TAC"), Chapter 285 and, as a part thereof, and retain authority to issue permits for and oversee construction of onsite sewage facilities. Kaufman County will ensure that all such permits issued within Forney's ETJ, shall be in total compliance with Forney's standards for such facilities and permits to the extent permitted by law and shall not issue any building permits and/or certificates of occupancy until such time as Forney provides written notice that all subdivision plats have been approved and that related public improvements have been accepted by the City Engineer. In addition to the above, Kaufman County shall also retain exclusive jurisdiction over all 911 addressing and permitting regarding county-maintained roadways within Forney's ETJ. However, Kaufman County specifically agrees to coordinate with Forney in such 911 addressing in order to avoid conflicts or duplication of addresses.
4. *ETJ Defined.* For the limited purposes of this Agreement, Forney's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by Forney or Kaufman County in any dispute with any other person or municipality regarding the boundaries of Forney's ETJ.
5. *ETJ Expansion or Reduction.* In the event Forney's ETJ expands, Forney and Kaufman County agree that Forney shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that Forney's ETJ expands, Forney shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by Forney. In the event that Forney's ETJ is reduced, both Forney and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in Forney's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, Forney agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the

applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to Forney. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).

6. *Notice of Plat Submittals and Approvals.*

- (a) Forney shall notify Kaufman County of all subdivision plat applications for property located within Forney's ETJ within thirty (30) days after receipt of a completed application. Forney shall use its best efforts to comply with this provision however, failure to comply shall not affect the validity of any subdivision plat.
- (b) Forney shall notify Kaufman County of the approval of plats for property located in Forney's ETJ within Kaufman County. A copy of the approval plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 11(f) below within thirty (30) days of Forney's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.
- (c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.

7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by Forney and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by Forney unless otherwise agreed in writing by both Forney and Kaufman County.

8. *County Roads*

- (a) Forney shall only plat private roads and/or access easements and shall take no action to create any city or county road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within Forney's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for abandonment, or alterations, of county roads within Forney's ETJ shall be submitted to County for approval.
- (b) In order to be considered by Kaufman County for acceptance as a county road within Forney's ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds Forney's most stringent road specifications as

specified by the City Engineer. Required engineering review, testing and related costs shall be borne by the developer. The acceptance for maintenance of a new road as a county road that meets or exceeds Forney's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official has the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

9. *Thoroughfare Plan.* Forney shall require compliance with the Kaufman County Thoroughfare Plan.
10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.
11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by Forney and extended to the ETJ are hereby established as the set of regulations to be enforced by Forney within the ETJ. Forney will provide Kaufman County with copies of all amendments to Forney's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 9 above and will notify Kaufman County of all public hearings on any proposed amendments. In the event that Forney's City Council updates a standard or standards, both Forney and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within Forney's ETJ.
12. *Miscellaneous Provisions.*
 - (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein and may not be modified or amended except by written agreement duly executed by both parties.
 - (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
 - (c) This Agreement shall be construed in accordance with the laws of the State of Texas with venue for all purposes hereunder residing in within Kaufman County, Texas.
 - (d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof with the remaining provisions continuing to be in full force and effect.
 - (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Forney nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.

- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

FORNEY:

City of Forney, Texas
Attn: City Manager
P.O. Box 826
101 E. Main St.
Forney, Texas 75126

With copies to:

Community Development Department
City of Forney, Texas
P.O. Box 826
101 E. Aimee St.
Forney, Texas 75126

City Attorney's Office
City of Forney
P.O. Box 826
101 E. Main St.
Forney, Texas 75126

KAUFMAN COUNTY:

Hon. Hal Richards, County Judge
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

With copies to:

Development Services Department
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

District Attorney's Office – Civil Division
Attn: Karen Speegle Badgley
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

PASSED AND APPROVED BY THE FORNEY CITY COUNCIL on this the _____ day
of _____, 2020.

CITY OF FORNEY, TEXAS

Anthony Carson, City Manager

ATTEST:

Dorothy Brooks, City Secretary

APPROVED AS TO FORM:

Jon Thatcher, City Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2020.

KAUFMAN COUNTY, TEXAS

Hal Richards, County Judge

ATTEST:

Laura Hughes, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney