

AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN HARDIN COUNTY AND THE CITY OF LUMBERTON

STATE OF TEXAS §
 §
COUNTY OF HARDIN §

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this the _____ day of _____, 2021 (“Effective Date”) by and between the Hardin County, Texas, a political subdivision of the State of Texas (“County”) and the City of Lumberton, Texas, a home rule municipality situated in Hardin County, Texas (“City”), collectively referred to as “Parties”.

RECITALS

WHEREAS, the purpose of this Agreement is to memorialize an understanding among the Parties as permitted unto local jurisdictions on the basis of mutual advantage and performance of governmental functions and services in accordance with the terms and authority of the Texas Government Code, Chapter 791;

WHEREAS, the County and City have a long history of effective intergovernmental cooperation in the furtherance of the public’s interest and the execution and implementation of this Agreement is intended to further a cooperative, good faith relationship between the County and City in support of their common goals for the best interest of the citizens of the County and City;

WHEREAS, the governing bodies of the County and the City have been made aware of a proposed development along State Highway 421, known as the Longleaf Development, (“421 Development”) which will encompass a portion of land located within the City’s corporate limits and extend beyond the City’s limits onto property within the jurisdiction of the County and the extraterritorial jurisdiction of the City of Beaumont, Texas (“Beaumont ETJ”);

WHEREAS, it is the desire of the governing bodies of the County and the City to continue cooperative efforts between the Parties and to memorialize the Parties’ intent, obligations and mutual promises as it pertains to the proposed 421 Development as more particularly described herein;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this undertaking, the Parties hereto agree as follows:

ARTICLE I CITY

1.01 The City has adopted subdivision ordinances found in Chapter 42 of the Code of Ordinances, which regulate the subdivision and development of land as authorized by Texas Local Government Code and the City’s Charter. The provisions of the subdivision ordinances expressly extend to all areas inside the City’s corporate limits and throughout the city’s extraterritorial jurisdiction (“ETJ”). Such regulations are established to ensure the proper subdivision and development of the land as they affect a community’s quality

of life and are intended to protect the interests of the public and of private parties by granting certain rights, privileges and obligations and implementing standards and requirements to promote orderly, safe and efficient developments within the City and within the area surrounding the City, including but not limited to drainage and street layouts.

1.02 An initial depiction of the proposed 421 Development has been presented to the City, which includes a development phase described as “Phase 1A” situated exclusively within the City’s corporate limits. Phase 1A, being within the jurisdiction of the City, shall be subject to the City’s ordinances and polices for orderly development.

ARTICLE II COUNTY

2.01 The County has adopted rules and regulations found in Chapter 232 of the Texas Government Code and the Rules, Regulations, and Requirements Relating to the Approval and Acceptance of Improvements in Subdivisions or Revised Subdivisions. The provisions of the subdivision rules and regulations extend to all areas inside the County. Such regulations are established to ensure the proper subdivision and development of the land as they affect a community’s quality of life and are intended to protect the interests of the public and of private parties by granting certain rights, privileges and obligations and implementing standards and requirements to promote orderly, safe and efficient developments within the County, including but not limited to drainage and street layouts.

2.02 It is the understanding of the County that the 421 Development will consist of numerous developmental phases, all of which are situated within boundaries of the County. It is further the understanding of the County that with the exception of the proposed Phase 1A described in Section 1.02, the developmental phases will be within the City of Beaumont’s ETJ.

2.03 An initial depiction of the proposed 421 Development has been presented to the County which includes a development phase described as “Phase 1B” situated exclusively within the County and the City of Beaumont’s ETJ. Phase 1B, being within the jurisdiction of the County and Beaumont’s ETJ, shall be subject to the County’s rules and regulations pursuant to the agreement described in Section 2.04 below.

2.04 Based on an Interlocal Agreement between the City of Beaumont and Hardin County, approved on August 24, 2021, the County will regulate any subdivision within both the City of Beaumont’s ETJ and Hardin County, and developers will follow the rules and regulations of the County.

ARTICLE III 421 DEVELOPMENT

3.01 421 Development Within the City of Lumberton:

3.01.1 Any development within the City of Lumberton’s city limits will comply with the ordinances and policies adopted for subdivision and development, which is authorized by Texas Local Government Code and the City’s Charter.

3.01.2 Any plat submitted to the City of Lumberton must also be sent to the County for review. The County shall review the plans submitted to the City to evaluate drainage and to determine whether or not that particular plat will affect a plat/phase within

the County and the Beaumont ETJ. The County will then make a recommendation to the City on whether or not the drainage or any issue will affect a phase within the County and Beaumont ETJ. The City Council will consider that recommendation in determining whether to approve, approve with conditions, or deny the plat.

3.02 421 Development within the County and the Beaumont ETJ:

3.02.1 Any development within Hardin County and the Beaumont ETJ will comply with the rules and regulations adopted by Hardin County.

3.02.2 Any plat submitted that lies within the County and Beaumont ETJ must also be sent to the City for review. The City shall review the plans submitted to the County to evaluate drainage and to determine whether or not the proposed plat will have a detrimental effect to the City. The City will then make a recommendation to the County on whether or not the drainage or any issue will effect a phase within the City. The County Commissioner's Court will consider that recommendation in determining whether to approve, approve with conditions, or deny the plat.

3.03 Furthermore, the County shall retain a maintenance easement over and across the drainage infrastructure located in Phase 1B, including ingress and egress to and from the drainage infrastructure. The County's easement shall be illustrated on the plat map and referenced by legal description in the plat notes.

ARTICLE IV GENERAL PROVISIONS

4.01 This Agreement shall continue in force and remain binding on each Party until such time as the governing body of the County or City terminates this Agreement. The Parties mutually agree that the Party requesting termination shall notify the other Party at least thirty (30) days prior to any action taken to terminate this Agreement by either Party.

4.02 Notice. Any notice, communication or request provided or permitted to be given by either party to the other party must be in writing and addressed as follows:

Hardin County
Attn: Hardin County Judge
300 W Monroe Street
Kountze, Texas 77625

City of Lumberton
Attn: City Manager
836 North Main
Lumberton, Texas 77657

or to such other addresses as may be provided for in writing from time to time.

4.03 No prior agreements. The Parties agree that this Agreement supersedes and replaces any other agreements between the Parties relating to the subject matter of this Agreement.

4.04 No waiver of immunity or defenses. It is expressly understood and agreed that in the execution of this Agreement, neither party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. This section shall be liberally construed to carry out the intent hereof and the Parties do hereby invoke said governmental immunity to the maximum extent possible under the law.

4.05 Entire agreement. This Agreement is the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.

4.06 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Hardin County, Texas.

4.07 Breach. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either the County or City will be entitled to any and all rights and remedies allowed under the State of Texas law for any breach of this Agreement by the other entity.

4.08 Severability. In the event any sections, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

4.09 Authority. This Agreement was authorized by Resolution of the Lumberton City Council at its regular meeting on the _____ day of August, 2021. Don Surratt, the Mayor of the City of Lumberton was given authority to execute this agreement on behalf of the City of Lumberton, Texas. By Resolution, the County Commissioner's Court at its regular meeting on the _____ day of _____, 2021 authorized this agreement.

4.10 Section or other headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.11 Non-Defined Terms. If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage or as statutorily defined.

4.12 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the Parties to such amendment.

4.13 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party.

4.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

4.15 Force Majeure. If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its Effective Date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of such event. The obligations of the party giving such notice, to the extent affected by such Force Majeure, will be suspended during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and overcome such inability.

4.16 Mutual assistance. The Parties hereto agree to take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

4.17 Recitals. The recitals to this agreement are incorporated herein, and are intended to aid in the interpretation of this agreement.

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SIGNATURE PAGE

APPROVED BY HARDIN COUNTY, TEXAS AND EXECUTED on this _____ day of _____, 2021.

HARDIN COUNTY, TEXAS

By: _____
Wayne McDaniel, County Judge

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APPROVED BY THE CITY OF LUMBERTON, TEXAS AND EXECUTED on this _____ day of _____, 2021.

CITY OF LUMBERTON, TEXAS

By: _____
Don Surratt, Mayor

Attest:

Susan Collins, City Secretary