

STATE OF TEXAS       §  
                                     §  
COUNTY OF FANNIN   §

KNOW ALL BY THESE PRESENTS:

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN FANNIN COUNTY, TEXAS, AND THE  
CITY OF BONHAM, TEXAS REGARDING REGULATION WITHIN  
THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BONHAM**

**MISSION STATEMENT**

The City of Bonham, Texas (the "City"), a political subdivision of the State of Texas, and Fannin County, Texas (the "County"), also a political subdivision of the State of Texas, wish to enter into an INTERLOCAL COOPERATION AGREEMENT ("Agreement"), with the intent to have this Agreement serve as the basis for establishing a framework for the development and implementation of a consistent set of regulations, and other matters for joint control of the City's extraterritorial jurisdiction ("ETJ"). The County and City desire to provide a consolidated and consistent set of ETJ regulations related to plats, subdivision construction plans and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. The County and City enter into this Agreement for the unified goal to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities in ETJ areas.

That this Agreement is entered into by and between the County and the City.

**WHEREAS**, a City's extraterritorial jurisdiction, as defined by Section 42.021 of the Texas Local Government Code (the "City's ETJ"), is within the jurisdiction of the County; and

**WHEREAS**, the County is operating under Chapter 232 of the Texas Local Government Code; and

**WHEREAS**, Section 242.001 of the Texas Local Government Code requires the City and County to enter into an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the City's ETJ; and

**WHEREAS**, to accomplish this purpose, the City and County desire to enter into this Agreement, in accordance with the Interlocal Cooperation Act, Chapter 791 in the Texas Government Code.

**NOW, THEREFORE**, for and in consideration of the mutual promises and considerations herein expressed, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. ***One Office for Plat, Subdivision, and Related Permit Applications, Fee Payments, and Responses:*** Pursuant to this Agreement, the City has the exclusive authority to regulate platting which includes acceptance of plat, amended plat and re-plat, subdivision, and related applications for tracts of land located in the City's ETJ ("Development") as well as collecting application fees established by the City, and providing applicants with response indicating approval, approval with conditions, or disapproval of the application by the City. The County shall not exercise review of Development applications unless requested by the City. The County will retain exclusive jurisdiction to regulate property located in Lake Buffer Zones except as forth below:
  - a. The City will retain exclusive authority over Development applications which apply solely to City-owned property located in a Lake Buffer Zone; and
  - b. If a Development application includes City-owned property together with other property, both located in a Lake Buffer Zone, then the City and County shall confer regarding jurisdiction to regulate Development.
2. ***City Regulations:*** The City's Subdivision Regulations, currently existing and as hereafter amended, are hereby established as the set of regulations related to Development applications, as authorized by Chapter 212 of the Texas Local Government Code, and other statutes applicable to municipalities, that will be enforced in the City's ETJ.
3. ***County Roads:***
  - a. The County may, at its expense, continue to maintain county roads within the City's ETJ in existence at the time of this Agreement. Abandonment or alterations of County roads, County easements, County right-of-ways, or County property within the City's ETJ shall be subject to County approval. The County will not accept or create any new County Roads in the ETJ.

- b. If a new Development occurs in the ETJ that renders an existing County Road insufficient, the City shall confer with the County regarding responsibility for the required improvements to ensure the road is safe for travel and accessible to all parties utilizing the road.
4. **Notice of Plat Submittals and Approvals:** All final plats must be filed with the County Clerk after approval by the City.
5. **Areas outside ETJ:** In an unincorporated area wholly outside the City's ETJ, the City may not regulate Development and the County retains jurisdiction to do so. Should the City propose to expand or reduce its ETJ, the City shall notify the County within 30 days prior to such expansion or reduction. The City and County agree that such an expansion or reduction shall not require amendment of this Agreement, and the City shall continue to regulate Development in the City's ETJ while the County shall continue to have jurisdiction of areas outside the City's ETJ.
6. **Subdivisions Partially Inside ETJ:** For subdivisions located in an unincorporated area partially inside and partially outside the City's ETJ, the City will regulate the entire subdivision as if the entire subdivision is inside the City's ETJ unless the outside area lies within another municipality's jurisdiction. The County will regulate the entire subdivision that falls partially in a Lake Buffer Zone and partially in an ETJ, unless the subdivision involves City-owned property within the Lake Buffer Zone as set forth in Paragraph 1 above.
7. **Costs:** Each party shall bear any and all costs they incur in investigating or regulating any matter concerning Development in the City's ETJ.
8. **Fee Collection and Disbursement:** Each party may establish fees for their services rendered in regulating Development in the City's ETJ. Each party shall collect and retain their own fees.
9. **Periodic Review:** This Agreement may be reviewed periodically and revised to address changed circumstances. This Agreement may only be modified or amended by a subsequent agreement, in writing, between the City and County and approved by the governing bodies.
10. **Termination of Agreement:** This Agreement will automatically renew every year unless either party provides 90 day written notice to the other party of intent to amend or terminate this Agreement.

### ***Miscellaneous Provisions***

11. The County shall not provide sewer services in the ETJ and shall only approve on-site sewage facility applications compliant with its On-Site Sewage Facilities Order. The City may provide sewer services in the ETJ.
12. When Development occurs in the City's ETJ, the City shall make any and all inspections with regards to construction of streets, water, sewer, and drainage improvements.
13. This Agreement shall not constitute an agreement for the provision of government functions or services by either party for the other, except for the specific subject matter hereof.
14. 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.

City of Bonham  
Attn: City Manager  
514 Chestnut St.  
Bonham, TX 75418

County of Fannin  
Attn: County Judge  
101 E. Sam Rayburn Dr.  
Bonham, TX 75418

15. In the event any section, subsection, paragraph, sentence, phrase, or word of this Agreement shall be held invalid, illegal, or unconstitutional, the balance of the Agreement shall be severable, and shall be enforced as if the parties intended to delete the invalid portion.
16. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be a court of competent jurisdiction in Fannin County, Texas. This Agreement is performable in Fannin County, Texas.
17. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.
18. This Agreement embodies the complete agreement of the parties hereto, superseding all prior or contemporaneous, oral or written agreements between the parties relating to the subject matter hereof.
19. All recitals contained in this Agreement are incorporated herein by reference for all purposes and specifically found to be true and correct by the parties hereto.

20. The undersigned officers of the parties hereto have been duly authorized by appropriate legislative action of their respective governing bodies to execute this Agreement and bind the represented party to the terms hereof.
21. This Agreement is not intended to and does not extend the liability of the parties beyond that provided by law and does not constitute a joint enterprise for liability purposes. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties.
22. All rights, orders, approvals, and permits will remain in effect. Any legal or administrative proceedings with regard to a development of property in the City's ETJ in existence at the effective date of this Agreement shall continue until complete.
23. The City will use its best efforts to invite a representative of the County to participate in the following meetings between the City and a developer: any pre-development reviews, any pre-submission reviews, any pre-construction meetings and any procedures to accept public infrastructure from the developer.

*Remainder of Page Intentionally Left Blank*

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BONHAM,

TEXAS, on the 12 day of February, 2024

CITY OF BONHAM



H.L. Compton, Mayor

ATTEST:



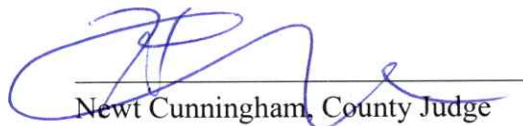
Heather Stockton, City Secretary



PASSED AND APPROVED BY FANNIN COUNTY COMMISSIONERS  
COURT on the 16<sup>th</sup> day of January, 2024.



FANNIN COUNTY, TEXAS

  
Newt Cunningham, County Judge

ATTEST:

  
Tammy Biggar, County Clerk