

INTERLOCAL AGREEMENT FOR PERMITTING AND DEVELOPMENT REVIEW
BETWEEN CHAMBERS COUNTY AND THE CITY OF OLD RIVER-WINFREE

THE STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §

THIS AGREEMENT is made and entered into by and between CHAMBERS COUNTY, TEXAS (hereinafter called "County"), a political subdivision of the State of Texas acting herein by and through its Commissioners' Court, and The City of Old River-Winfree (hereinafter called "City"), a body corporate and politic, organized, and existing under the General Laws of the State of Texas acting herein by and through its City Council.

WITNESSETH:

WHEREAS, said County and City, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Section 232, Section 233.061(b) and Section 352.019(c) of the Texas Local Government Code, have determined that a need for uniform subdivision development, commercial development, and safety standards exist between the County and City, and that Chambers County could assist and cooperate with the City in performing drainage reviews, development reviews, fire code reviews, and fire code enforcement in the City;

NOW, THEREFORE, County and City agree that Chambers County may provide development review services to the City in accordance with the following terms and conditions:

1. County agrees to authorize the Development Review Committee (DRC) to review proposed development applications within the City's jurisdiction, according to adopted Chambers County codes and regulations.

2. Developments may include commercial or residential subdivisions, commercial buildings, establishments, and facilities, and any other developments that the County is authorized to review according to state law and local rules and regulations.

3. If the City issues its own permits for construction and development, the City shall request the DRC to review construction plans prior to the issuance of a permit. The applicant shall submit the construction plans to the DRC via the County's electronic permitting system. The city will be invited to participate in the DRC meetings. The applicant will follow the County's review process and the County shall provide the City with a record of review findings, including approval or denial of the plans.

5. If the City issues Certificates of Occupancy or completion when construction is complete, the City shall request the County to perform inspections and verifications prior to the issuance of a Certificate of Occupancy or completion. The County shall provide the City with the results of the inspection.

6. The circumvention of the procedures detailed herein, by either party, shall absolve liability and responsibility for the remaining party thereafter. The County will not be responsible for maintaining any type of construction or development for which the city bypasses these

procedures. Likewise, the city will not be responsible for maintaining any type of construction or development for which the County bypasses these procedures.

7. Services provided by the County hereunder will be provided to City at no charge.

8. Services provided by the County hereunder will be provided to citizens of City per the current fee schedule adopted by County.

9. Employees of County providing services hereunder shall be and remain employees of County, under the direct supervision of the County. County shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of services by County.

10. Employees of the City providing services hereunder shall be and remain employees of the City, under the direct supervision of the City. City shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of services by City.

11. The work done by County and/or City pursuant to this Agreement shall be executed, performed, and completed in accordance with standards of conduct and operation generally practiced in fulfilling obligations to the general public.

12. This Agreement shall commence on final execution and shall be and remain in full force and effect for one (1) year thereafter; the Agreement shall automatically renew annually thereafter, unless terminated by either party.

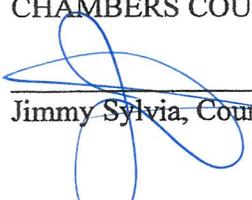
13. Either party may terminate this Agreement at any time, without cause, by giving at least thirty (30) days' notice to the other party prior to the termination date.

14. Each party hereunder shall assume responsibility for its own actions and those of its officers, officials, employees, and agents, and for its own defense should any claim be presented, or suit filed against it arising from or related to any services provided hereunder.

15. This agreement shall supersede any previous agreements.

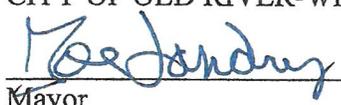
EXECUTED this 29th day of May, 2024

CHAMBERS COUNTY, TEXAS



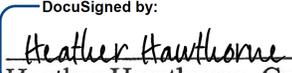
Jimmy Sylvia, County Judge

CITY OF OLD RIVER-WINFREE



Mayor

ATTEST:

DocuSigned by:


Heather Hawthorne, County Clerk