

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SPRING BRANCH AND COMAL COUNTY
FOR SUBDIVISION REGULATION WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE
CITY OF SPRING BRANCH IN COMAL COUNTY**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is between the City of Spring Branch, Texas, a political subdivision of the State of Texas (the “City”), and Comal County, Texas, a political subdivision of the State of Texas (the “County”).

WHEREAS, a portion of the City’s extraterritorial jurisdiction (the “City’s ETJ”) is within the jurisdiction of the County, and

WHEREAS, the City has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Subchapter A of Chapter 212, as amended (“Subchapter A of Chapter 212”), and other statutes applicable to municipalities; and

WHEREAS, the County has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Sections 232.001-232.005, as amended, and other statutes applicable to counties; and

WHEREAS, the Texas Local Government Code Chapter 242 requires the City and the County to enter into an agreement to provide for the limitation of subdivision regulations within the City’s ETJ to one entity; and

WHEREAS, the City and the County are required to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the City’s ETJ; and

WHEREAS, to accomplish such purpose, the City and the County desire to enter into this Agreement, pursuant to Texas Governmental Code Chapter 791.011(a) , as amended;

NOW, THEREFORE, the City and the County mutually agree as follows:

ARTICLE I

TERM OF AGREEMENT

1. **Term.** The City and the County agree that the term of this Agreement shall be from the date it is finally executed by both the City and the County until terminated as hereinafter provided.

2. **Termination.** Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (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 address set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party under this Agreement.

ARTICLE II

COUNTY RESPONSIBILITIES

1. The County shall enforce its subdivision regulations within the City's ETJ and is hereby granted exclusive jurisdiction to regulate subdivision plats and approve related permits within the City's ETJ. All fees relative to the regulations described in this Agreement shall be payable to the County.

ARTICLE III

CITY AGREEMENT

1. **City Enforcement.** The City agrees that it shall not enforce its subdivision regulations, including the regulation of subdivision plats and the approval of related permits, within the City's ETJ.

2. **Change in City's ETJ.** The City shall notify the County in writing of any expansion or reduction of the City's ETJ.

ARTICLE IV

GENERAL PROVISIONS

1. **Alteration, Amendment, or Modification.** This Agreement may not be altered, amended, or modified except in writing signed by the City and the County. No official, agent, employee, or representative of either the City or the County 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 Spring Branch City Commission or the Comal County Commissioners Court, as applicable.

2. **Notices.** All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

(a) Notices to the City sent pursuant to this Agreement shall be sent to the following address:

City of Spring Branch
Attention: Mayor
P.O. Box 1143
Spring, Branch, Texas 78070

(b) Notices to the County sent pursuant to this Agreement shall be sent to the following address:

Comal County Judge's Office
Attention: County Judge
150 N. Seguin Avenue
New Braunfels, Texas 78130

(c) 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) Either party may change its notice address by written notice to the other party as provided herein.

3. **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.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the County as to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

5. **Effective Date.** This Agreement shall be effective on the date it has been signed by the representatives of both the City and the County.

6. **Venue.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

7. **Immunity.** No provision of this agreement shall affect or waive any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law.

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Date of Execution:

CITY OF SPRING BRANCH

MARCH 8, 2016

By: 
James Mayer
Mayor

Date of Execution:

COMAL COUNTY

FEBRUARY 25, 2016

By: 
Sherman Krause
County Judge