

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

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is between the City of Schertz, 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 is within the jurisdiction of the County (the "City's ETJ"); 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 City and the County, pursuant to Texas Local Government Code Section 242.001, as amended, have both enforced their subdivision regulations in the City's ETJ, and, in those situations where the City's regulations conflicted with the County's regulations, the more stringent provisions prevailed; and

WHEREAS, the Texas Legislature has recently revised Texas Local Government Code Chapter 242 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

CITY RESPONSIBILITIES

1. **City Enforcement.** The City shall enforce its subdivision regulations within the City's ETJ and is hereby granted exclusive jurisdiction to regulate subdivision plats and approve related permits, except as mentioned in Article III of this Agreement, within the City's ETJ and may regulate subdivisions under Subchapter A of Chapter 212 and other statutes applicable to municipalities. Such regulations shall be administered by the City at its municipal offices at 1400 Schertz Parkway, Schertz, Texas 78154. All fees relative to the regulations described in this Agreement shall be payable to the City, other than customary filing fees for the recordation of plats in the real property records of the County.

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

3. **Adjacent ETJs.** In the event a development overlaps the City's ETJ and the extraterritorial jurisdiction of another city and, as to such development, there a conflict in

regulations which are the subject of this Agreement, the City shall use its best efforts to cooperate with such other city in reaching a reasonable accommodation.

ARTICLE III

COUNTY AGREEMENT

The County agrees that it shall not enforce its subdivision regulations, including the regulation of subdivision plats, within the City's ETJ and that it shall not charge any fees relating to the subdivision regulations described in this Agreement other than customary filing fees for the recordation of plats in the real property records of the County. The County shall be responsible for the permitting of floodplain development and septic systems within 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 Schertz City Council 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 Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, Texas 78154

(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
Comal County Judge's Office
199 Main Plaza
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.

(The rest of this page intentionally left blank)

Date of Execution:

CITY OF SCHERTZ

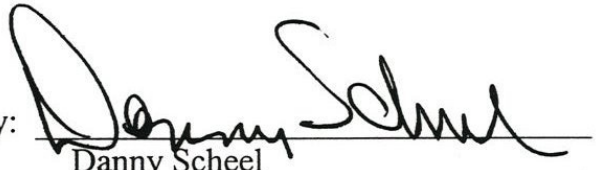
3 December 2003

By: 
Mark Marquez
Manager

Date of Execution:

COMAL COUNTY

November 13, 2003

By: 
Danny Scheel
County Judge