

INTERLOCAL COOPERATION AGREEMENT BETWEEN GUADALUPE COUNTY, TEXAS AND
THE CITY OF NEW BRAUNFELS, TEXAS RELATIVE TO SUBDIVISION REGULATIONS IN
GUADALUPE COUNTY, TEXAS WITHIN THE
EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF NEW BRAUNFELS

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Guadalupe County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), by and through its County Judge, and the City of New Braunfels, a municipal corporation of the State of Texas (hereinafter referred to as "City"), by and through its City ~~Mayor~~ *Manager. RC*

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapter 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has the statutory authority to adopt rules and regulations governing plats and subdivisions of land both inside the city limits and within the City's extraterritorial jurisdiction of the City; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has the statutory authority to adopt rules and regulations governing plats and subdivisions of land in areas of the county lying outside the limits of a municipality, including the areas within a municipality's extraterritorial jurisdiction; and

WHEREAS, land to be divided or developed must be served adequately by essential public facilities and services; and

WHEREAS, Chapter 242 of the Texas Local Government Code requires certain counties and municipalities to execute an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction.

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

I. TERM OF AGREEMENT

- A. The County and the City mutually agree that the term of this Interlocal Cooperation Agreement shall be 3 years from the date it is formally and duly executed by both the City and the County, and it shall automatically renew for successive three-year terms until amended by the parties or superseded by a new Interlocal Cooperation Agreement between the parties.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving 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 addresses set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party under this Agreement, except with respect for services already rendered under this Agreement, but not yet paid.
- C. No subdivision in the ETJ of the City shall be approved by the County unless and until adequate public facilities exist or provision has been made for water, wastewater, drainage, electric and road facilities which are necessary to serve the proposed development, whether or not such facilities are to be located within the property being platted or off-site.

II. COUNTY RESPONSIBILITIES

- A. The County shall continue to administer and enforce the following within the City's ETJ:
1. Guadalupe County On-Site Sewage Order;
 2. Flood Damage Prevention Regulations;
 3. The County will assume maintenance responsibilities for all public streets, roads, and all public drainage systems within any platted subdivision once built, provided any such public street, road, and public drainage systems are in compliance with the requirements of the County, also follow any applicable state and/or federal regulations for road construction and drainage and all lots in any proposed subdivision are 1 acre or larger;
 4. Permitting for all egress and ingress onto County roads or in the County's Right of Way;
 5. Guadalupe County's Adopted Fire Code Regulations;
 6. The then current drainage study requirements which appear in Section IX.E of the Guadalupe County Subdivision Regulations; and
 7. Any other applicable State or Federal Regulations.
- B. Any Developer who desires that the County assume maintenance responsibilities for all public streets, roads and public drainage systems must comply with the then current County rules/standards set forth in Section X of the Guadalupe County Subdivision Regulations. Upon completion of such infrastructure compliant with County rules/standards, County will send communication to the City a notice of compliance with the County rules/standards. Nothing herein shall prevent the City from conducting their own inspections.
- C. The County shall collect and retain all fees associated with plats and permits as per County's regulations.
- D. For any subdivision, regardless of whether it's within the City Limits or the City's ETJ, if any ingress/egress points for the proposed subdivision are onto a County maintained road, the County will require the Developer to first obtain a Driveway Permit from the County prior to final plat approval. Lots in the ETJ are subject to the driveway standards of the County. Any Driveway Permit issued by the County will be in accordance with County driveway construction requirements and in conformity with current and future drainage infrastructure and traffic safety considerations.
- E. The arrangement, character, extent, width, grade and location of all streets shall conform, to the extent possible, to the City's and County's adopted Thoroughfare Plans. If the City and County Thoroughfare Plans conflict, the subdivision shall conform to the larger right-of-way width and the higher street classification.

III. CITY RESPONSIBILITIES

- A. Except as specifically authorized in this Agreement, the City shall not enforce its subdivision regulations within the City's ETJ.

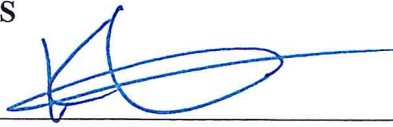
IV. GENERAL PROVISIONS

- A. **General Administration:** General administration of this Agreement shall be by the designated contact person as the representative for the County, the Guadalupe County Judge, or his/her representative (or successor in office). Administration of this Agreement for the City will be by the designated contact person as the representative for the City, the City Mayor, or his/her representative (or successor in office).
- B. **Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City 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 Guadalupe County Commissioners Court or the City Council of the City of New Braunfels, Texas.
- C. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by certified mail, postage prepaid, return receipt requested or hand delivered. The addresses for notice below may be changed by either party providing written notice to the other of the new address.
1. Notices pursuant to this Agreement shall be sent to the Guadalupe County Judge's Office at the following address:
Guadalupe County Judge
101 E. Court Street
Seguin, Texas 78155
 2. Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:
City of New Braunfels, Texas
Attn: Mayor & City Manager
550 Landa Street
New Braunfels, Texas 78130
 3. To be effective, a copy of any notices sent to the County shall be sent to the Guadalupe County Attorney's Office at the following address:
Guadalupe County Attorney
211 W. Court Street
Seguin, Texas 78155
 4. 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. **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.
- E. **Breach:** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either party shall be entitled to any and all rights and remedies allowed under Texas Law for any breach of this Contract by the other party.

- F. **Non-Waiver:** The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
- G. **Entire Agreement:** This Interlocal Cooperation Agreement constitutes the entire agreement between Guadalupe County and the City. No other agreement, statement, or promise relating to the subject matter of this Contract and which is not contained in this Contract or incorporated by reference in this Contract shall be valid or binding.
- H. **Terms used in Document:** As used in this document, the terms "Interlocal Cooperation Agreement," "Interlocal Agreement," "Agreement," and "Contract" are synonymous.
- I. **Non-Defined Terms:** If not specifically defined in this Contract, words and phrases used in this Contract shall have their ordinary meaning as defined by common usage.
- J. Both the County and the City acknowledge that they each are in possession of a copy of the other's current subdivision rules. The County and City further agree that in the event their respective subdivision rules are modified in any respect, then that party will provide a copy of the changes to the other party. Neither party hereto shall have the right to waive any applicable subdivision, septic or floodplain rules.
- K. The parties acknowledge that this Interlocal Agreement may be executed in Multiple Originals and will become effective upon the last date signed by either Party.

GUADALUPE COUNTY, TEXAS

BY: _____



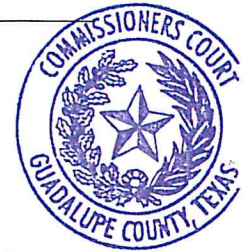
PRINTED NAME: Kyle Kutscher

GUADALUPE COUNTY JUDGE

SIGNED THIS 20th DAY OF September, 2022.

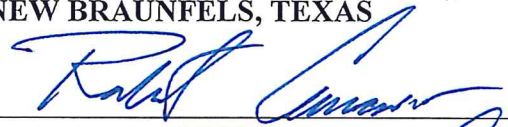
ATTEST: Jerese Kiel DATE: 9/20/2022

GUADALUPE COUNTY CLERK



CITY OF NEW BRAUNFELS, TEXAS

BY: _____



PRINTED NAME: Robert Comasero

CITY OF NEW BRAUNFELS ~~MAYOR~~ CITY MANAGER

SIGNED THIS 15th DAY OF November, 2022.

ATTEST: Gayle Wilken DATE: November 15, 2022

CITY OF NEW BRAUNFELS SECRETARY