
**INTERLOCAL AGREEMENT BETWEEN
COMAL COUNTY, TEXAS AND THE CITY OF SPRING BRANCH, TEXAS
REGARDING THE ADMINISTRATION OF THE CITY OF SPRING BRANCH FLOOD DAMAGE
PREVENTION ORDINANCE**

This Interlocal Agreement is entered into between Comal County, Texas, a political subdivision of the State of Texas (“County”) and the City of Spring Branch, Texas (“City”).

WHEREAS, City desires to comply with the National Flood Insurance Program with the boundaries of City; and

WHEREAS, County has adopted a Flood Damage Prevention Order pursuant to the National Flood Insurance Program; and

WHEREAS, County has appointed the County Engineer as Floodplain Administrator to implement and monitor this Order within the unincorporated areas of the County; and

WHEREAS, City desires that County provide floodplain administration services for the area within the boundaries of the City; and

WHEREAS, City agrees to adopt a Flood Damage Prevention Ordinance consistent with and substantially the same as the Flood Damage Prevention Order adopted by Comal County, which is necessary to comply with the National Flood Insurance Program; and

WHEREAS, this Agreement is made pursuant to and under the provision of Chapter 791, Texas Government Code.

NOW THEREFORE, in consideration of the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by Comal County and the City of Spring Branch, the parties agree as follows:

1. The City shall adopt a Flood Damage Prevention Ordinance (“Ordinance”), a copy of which is attached hereto as Exhibit “A”, consistent with and substantially the same as the Flood Damage Prevention Order (“Order”) adopted by the County. Further, City shall update its Ordinance from time to time, as consistent with any updates to the Order of the County and take any and all actions necessary to remain in compliance with the National Flood Insurance Program during the entire term of this Agreement.
2. Upon adoption of the Ordinance, The Floodplain Administrator of City shall appoint as his agent under said Ordinance, the County Engineer of Comal County, Texas, or his successor as the City of Spring Branch Floodplain Administrator.
3. The County Engineer will perform all duties of the City of Spring Branch Floodplain Administrator as provided in said Ordinance, but the County Engineer shall not be considered during the term of this Agreement an employee of City.

4. Any and all fees for inspections and/or licenses shall be paid directly to Comal County for the receipt thereof, and, no funds received by the County in payment for fees for inspections and/or licenses shall be paid to City. All such funds shall be retained to pay for services rendered by the County.
5. City further agrees to pay to County, within thirty (30) days of the billing date indicated on the invoice, any expenses or costs associated or incurred in connection with the enforcement of said Ordinance that are not covered by the fees in Paragraph 4. The City shall pay any expenses or costs invoiced by the County from current revenue funds.
6. The County Engineer, while performing all of the duties of the City of Spring Branch Floodplain Administrator as provided in said Ordinance, shall process permits and other documents pertaining to the Ordinance and shall submit completed permits and other documents to the City for retention by the City.
7. City shall timely forward all correspondences relating to the subject matter of the Ordinance and shall promptly refer all inquiries to the County with attention to the County Engineer. City, by and through its governing body, shall perform all duties required of City and/or the governing body under the Ordinance.
8. **Notice:** Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

<p><u>COMAL COUNTY:</u> Comal County Judge 150 N. Seguin Ave. New Braunfels, Texas 78130</p> <p>With a copy to: Comal County Engineer 195 David Jonas Drive New Braunfels, Texas 78130</p>	<p><u>CITY OF SPRING BRANCH:</u> Mayor James Mayer P.O. Box 1143 Spring Branch, Texas 78070</p> <p>With a copy to:</p>
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Either party may designate a different address by giving the other party written notice.

9. **Termination:** This Agreement may be terminated for any reason at any time by either party upon ninety (90) days written notice to the other party.
10. **Amendment:** This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
11. **Binding Agreement:** This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

12. **Severability:** In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
13. **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.
14. **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.
15. **Effective Date:** This Agreement shall become effective upon approval of City's Application for Participation in the National Flood Insurance Program. City shall notify County in writing upon approval of said Application.
16. **Term:** This Agreement shall be for a term of one (1) year beginning on the Effective Date.
17. **Third Party:** The parties to this Agreement do not enter this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign or governmental immunity under Texas law to the extent any party may have immunity under Texas law.
18. **Headings:** The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions herein.
19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

<p>COMAL COUNTY, TEXAS:</p> <p>_____, 2016</p> <p>COUNTY JUDGE, SHERMAN KRAUSE</p> <p>_____</p> <p>ATTEST: COMAL COUNTY CLERK BOBBIE KOEPP</p>	<p>CITY OF SPRING BRANCH, TEXAS:</p> <p>_____, 2016</p> <p>_____</p> <p>MAYOR, JAMES MAYER</p> <p>_____</p> <p>ATTEST: CITY SECRETARY BAMBI MAYER</p>
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