

LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This Lease Agreement (“Agreement”) is entered into on this the ____ day of _____, 2025, by and between the Alamo Area Council of Governments, a Texas political subdivision, (“AACOG”), acting through its duly authorized Senior Director, 2700 NE I-410 Loop, Suite 101, San Antonio, Texas 78217, and the City of New Braunfels, Texas, a Texas municipal home rule municipality, (“CITY”), acting herein through its duly authorized City Manager, 550 Landa Street, New Braunfels, Texas 78130.

WHEREAS, AACOG and the City desire to enter into this Agreement for the public purpose of AACOG utilizing a portion of the City owned building and property located at 424 S. Castell Avenue to accommodate an office for Alamo Regional Transit (“ART”) personnel; and

WHEREAS, ART will continue to provide transit services to the City of New Braunfels as it has since 2014 through an Interlocal Agreement (ILA);

WHEREAS, AACOG and the City have determined this Agreement will serve the best interests of the citizens each entity serves.

NOW, therefore, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AACOG and the City agree as follows:

ARTICLE I

PREMISES: AACOG hereby leases from the City upon the terms and subject to the conditions set forth in this Agreement, the following property (hereinafter referred to as the “Premises”) for use as additional office space.

- a. Exclusive use of approximately 120 square feet of office space out of the building located at 424 S. Castell Avenue (hereinafter referred to as the “Building”) legally described as, 1.289 Acres, City Block 1016, Lot 1-2-3 and N 6 of Lot 4, Comal County Property ID No. 202.

ARTICLE II

INITIAL TERM: The initial term of this Agreement shall be for a period of six (6) months commencing on February 28, 2025, and expiring on August 29, 2025.

RENEWAL TERM: Upon the expiration of the initial term, and unless terminated by either party as set forth below, this Agreement may be renewed for an additional term of three (3) months. Renewal notice must be given by written notice at least thirty (30) days prior to the expiration of expiring term and indicate AACOG’s intent to renew the Agreement upon the expiration of the term.

EARLY TERMINATION: Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

ARTICLE III

RENT: The City and AACOG have agreed that in an effort to be good stewards of public funds, there shall be no rental due under this Agreement.

ARTICLE IV

UTILITIES: The City agrees that due to the minimal impact of only housing a few employees from AACOG, there shall be no proration of utilities. The City shall be responsible for all utilities in the building.

ARTICLE V

SHARED USE SPACES/BUILDING ACCESS/PARKING: AACOG shall have shared use access to the following "Shared Use Spaces" in the Building:

- a. Common Breakroom
- b. Employee Restrooms

AACOG and City agree that employees of both agencies shall be respectful of the other agency in their utilization of Shared Use Spaces.

The City shall issue one key box on the outside of the office door which will contain the key to the office. AACOG agrees it shall surrender the key upon the termination of this Agreement.

The City agrees that no City employee, except for Fire and Police personnel shall have access to AACOG offices at any time unless invited by an AACOG employee. Furthermore, AACOG agrees that in the event of an emergency, the City's Facilities Maintenance personnel shall have access to the Premises.

AACOG shall be entitled to parking spots located at the back of the Building. The use of cones for the ART vehicles is allowed and will be provided by AACOG for the drivers of the vehicles.

ARTICLE VI

MODIFICATIONS, MAINTENANCE AND REPAIRS: AACOG shall not make any modifications of the Premises.

The City will provide minimal janitorial services to the Premises to include removal of trash and vacuuming services on an as needed basis.

The City shall be responsible for all maintenance on the Premises.

The City at its sole cost and expense shall be responsible for all grounds, landscaping, and pest control services.

The City certifies at the time the Premises become occupied by AACOG and throughout the term of this Lease and any additional tenancy. The City will comply with the Texas Accessibility

Standards regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation (“TDLR”); the ADA Accessibility Guidelines promulgated under the Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 et seq.

ARTICLE VII

NATURE OF RELATIONSHIP: AACOG and the City agree the nature of the relationship between them is one of landlord and tenant, and no other. Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any associate between AACOG and the City, and any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed. No provision contained in this Agreement, nor any acts of the parties hereto shall be deemed to create any relationship between AACOG and the City other than the relationship of landlord and tenant. AACOG shall maintain exclusive control direction and management of its own employees and the City shall have no rights with respect thereto, except for the City’s right to enforce covenants of AACOG as set forth in this Agreement.

IMMUNITY: It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor AACOG waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

ARTICLE VIII

INSURANCE: AACOG as an agency of the State of Texas, liability for the tortious conduct of the agents and employees of AACOG or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104) and that Worker’s Compensation Insurance coverage for employees of AACOG is provided by AACOG as mandated by the provisions of the Texas Labor Code Chapter 503. AACOG will have the right, at its option, to:

- a. Obtain liability insurance protecting AACOG and its employees and property insurance, to the extent authorized by section 51.966 of the Texas Education Code or other law; or
- b. Self-insure against any risk that may be incurred by AACOG as a result of its operations under this Agreement.

ARTICLE IX

ASSIGNMENT: AACOG may not assign or sublet any portion of the Premises without the City’s written consent.

ARTICLE X

PROVISIONS/NOTICES: All notices required herein shall be sent to the respective parties at the following address:

To AACOG: Alamo Area Council of Governments
Attn: Sean Scott
2700 NE Interstate 410 Loop
Suite 101
San Antonio, TX 78217

To CITY: City of New Braunfels
Attn: City Manager Robert Camareno
550 Landa Street
New Braunfels, TX 78130

BINDING EFFECT: The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas.

SEVERABILITY: If any term or provision of this Agreement, or the application any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

REPRESENTATIONS AND WARRANTIES: AACOG and the City represent that each respective signatory has the full and complete authority to enter into this Agreement and the joinder of no other person is required in order to cause this Agreement to be fully binding upon their respective properties.

AMENDMENT: This Agreement may not be altered, waive, or otherwise modified, except where done in writing, and signed by the duly authorized representative of AACOG and the City.

ENTIRE CONTRACT: This instrument contains the entire Agreement between the parties relating to the subject matter herein. There are no other verbal or written understandings, promises, agreements, or representations relating to the subject matter of this Agreement which have not been included herein, and this Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter herein.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2025.

ALAMO AREA COUNCIL OF GOVERNMENTS

Sean Scott, Director of Alamo Regional Transit

Date

CITY OF NEW BRAUNFELS

Robert Camareno, City Manager

Date

APPROVED AS TO FORM:

Valeria M. Acevedo, New Braunfels City Attorney