

INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is made by and between Comal County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the “County”), acting through its duly authorized representative, County Judge, Sherman Krause and the City of New Braunfels, a Municipal Corporation located in Comal County, Texas (hereinafter referred to as the “City”), acting through its duly authorized City Manager, Robert Camareno. This Agreement is for the utilization of the vacant property located at 340 North Seguin Avenue to accommodate a construction staging area for the City of New Braunfels.

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to enter into interlocal cooperation agreements; and

WHEREAS, the County and the City desire to enter into this Agreement for the public purpose of the City to utilize the County owned vacant property located at 340 North Seguin Avenue to accommodate a construction staging area for the Downtown Sidewalk Improvements Project; and

WHEREAS, the County and the City have determined that this interlocal agreement will serve the best interests of the citizens of Comal County and the City of New Braunfels; and

WHEREAS, the governing bodies of both the County and the City have authorized the Agreement.

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, the County and the City agree as follows:

**ARTICLE I
PREMISES**

1. PREMISES: The City hereby leases from the County 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 a construction staging area.
 - a. The property located at 340 North Seguin Avenue legally described as, 0.315 Acres, City Block 2013, Lot W 71.8 Lots 229 and 230. Said property being more particularly described in a diagram attached as Exhibit “A” and incorporated herein by reference for all purposes.

**ARTICLE II
TERM**

1. INITIAL TERM: The initial term of this agreement shall be for a period of one (1) year commencing on January 1, 2017.
2. 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 one (1) year. Renewal notice for such term must be given by written notice at least thirty (30) days prior to the expiration of the initial one (1) year term of the City's intent to renew the Agreement upon the expiration of the initial term.
3. EARLY TERMINATION: Either party may terminate this agreement at any time upon ninety (90) days written notice to the other party

**ARTICLE III
RENT**

The City and the County have agreed that in an effort to be good stewards of public funds and for the benefit of the Citizens of Comal County and the City of New Braunfels, there shall be no rental due under this Agreement.

**ARTICLE IV
UTILITIES**

The City agrees that it will pay for all costs associated with connecting and usage of any and all utilities on the premises.

**ARTICLE V
MAINTENANCE AND REPAIRS**

1. The City at its sole cost and expense, shall have the responsibility to maintain the premises.
2. The City may not physically alter the premises without the written approval of the County.

**ARTICLE VI
NATURE OF RELATIONSHIP**

1. The County and City agree that 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 association between the County 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 the County and the City other than the relationship of landlord and tenant. The City shall maintain exclusive control, direction and management of its own employees, and the County shall have no rights with respect thereto, except for the County's right to enforce covenants of the City as set forth in this agreement.

2. **IMMUNITY:** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County 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 VII INSURANCE

1. The City shall be responsible for providing all necessary insurance to cover the property during the term of this agreement.

ARTICLE VIII ASSIGNMENT

1. The City may not assign or sublet any portion of the premises without the County's written consent.

ARTICLE IX PROVISIONS

1. **NOTICES:** All notices required herein shall be sent to the respective parties at the following addresses:

To the County: Comal County
 Attn: County Judge Sherman Krause
 150 N. Seguin Ave.
 New Braunfels, TX 78130

To the City: City of New Braunfels
 Attn. City Manager
 550 Landa Street
 New Braunfels, TX 78130

2. **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.

3. **GOVERNING LAW/VENUE:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
4. **SEVERABILITY:** If any term or provision of this Agreement, or the application to 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.
5. **REPRESENTATIONS AND WARRANTIES:** The County and City represent that each respective signatory has the full and complete authority to enter into this Agreement and that the joinder of no other person is required in order to cause this Agreement to be fully binding upon their respective properties.
6. **AMENDMENT:** This agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by the duly authorized representative of the County and the City.
7. **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 if 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 _____, 2017.

{Signatures on Following Page}

COUNTY

By: _____
Sherman Krause, County Judge

Date: _____

Attest:

By: _____
Bobbie Koepp, County Clerk

Date: _____

CITY

By: _____
Robert Camareno, City Manager

Date: _____

Attest:

By: _____
Patrick Aten, City Secretary

Date: _____