

**INTERLOCAL AGREEMENT BETWEEN
COMAL COUNTY, TEXAS AND
THE CITY OF NEW BRAUNFELS, TEXAS**

§ **STATE OF TEXAS**

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§ **COUNTY OF COMAL**

This Agreement is entered into by and between **Comal County, Texas ("County")**, a political subdivision of the State of Texas, and **the City of New Braunfels, Texas ("City")**, a Texas state agency, under the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791, and Section 272.005 of the Texas Local Government Code.

WHEREAS; CITY employs personnel that office in Comal County;

WHEREAS; Comal County has available office space; and

WHEREAS; Comal County is willing to provide office space to CITY as described in the Designated Space Addendum (hereafter the "Designated Space").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

1. The term of this Agreement will begin on January 1, 2026 and will be in effect for one (1) year. This Agreement may be extended upon mutual agreement in writing signed by both parties.
2. Each party to this Agreement reserves the right to terminate this Agreement for no cause upon thirty (30) days written notice to the other party, without further recourse to the other party.
3. County shall permit CITY to occupy the Designated Space for the purpose of general office use at no cost to CITY. County will further provide electricity, air-conditioning, heating and janitorial services for the Designated Space.
4. COUNTY agrees to allow CITY to occupy COUNTY approved location(s) within the Church Hill Annex for emergency operations.
5. COUNTY may also provide training space for CITY to utilize on an as needed basis, as approved by COUNTY.
6. CITY shall provide its own phone and internet service for use in the Designated Space.
7. County may provide to CITY non-allocated County-owned furniture for use in the Designated Space.
8. County shall not be responsible for any damage to CITY owned property located at the Designated Space.
9. CITY shall abide by any Comal County security access policies in place now or in the future.
10. Upon termination of this Agreement, CITY shall return the Designated Space and any County-owned furniture in the same or similar condition as when this Agreement commenced, normal wear and tear excepted.
11. The Designated Space is provided to CITY at no cost.

GENERAL TERMS:

12. **ASSIGNABILITY:** This Agreement shall not be assignable by a party without prior written consent of the other party.
13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the Parties respecting the subject matter hereof. Neither this agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.
14. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
15. **NOTICE:** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

Comal County
ATTN: County Judge
150 N. Seguin Avenue
New Braunfels, Texas 78130

City of New Braunfels, Texas
ATTN:
Address:
City/State/zip:

16. **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.
17. **IMMUNITY:** Both parties, their officers, directors, employees and agents do not waive any sovereign or governmental immunity available to either party under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.

[Remainder of page left blank.]

Executed on this _____ day of _____, 2026.

COMAL COUNTY

CITY OF NEW BRAUNFELS, TEXAS

Sherman Krause
Comal County Judge

Name:
Title:

ATTEST:

Bobbie Koepp, Comal County Clerk

DESIGNATED SPACE ADDENDUM

The Designated Space to the County's new Church Hill Annex. The Parties agree to separately document (1) the date(s) on which CITY will move into the Church Hill Annex, and (2) identify the specific space within the Church Hill Annex that is subject to this Agreement, which will be determined by the County. Both parties agree that document, when complete, will be incorporated by reference into this Agreement for purposes of identifying the Designated Space subject to this Agreement at any point in time during the effective term of the Agreement.