

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 attachment by the City of a wi-fi box onto a County-owned light pole that will provide a tree lighting system in downtown 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 providing a tree lighting system designed to enhance downtown visitation; and

WHEREAS, the County and the City have agreed the programmable tree lighting system will be installed in the City’s right-of-way on occasions and colors deemed appropriate by the City; and

WHEREAS, the County and the City have agreed that constant electrical power must be provided to a secure wi-fi connection, lighting, and transformer used to program the lighting system; and

WHEREAS, the County and the City have agreed that constant electrical power will be provided from the County’s monument sign’s electrical panel then distributed to an outlet in the East San Antonio landscaping bed and into the County’s light pole; and

WHEREAS, the County and the City have agreed the box containing the wi-fi connection will be mounted to the top of the County’s light pole; 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 following County-owned properties are subject to this Agreement (hereinafter referred to as the “Premises”) and shall be used to affix the wi-fi box and to provide constant electrical power to the wi-fi box.
 - a. The property located at 199 Main Plaza, including the light pole, electrical panel on County’s monument sign, and outlet on the wall of the County’s East San Antonio landscaping bed are hereinafter referred to as the “Properties” and said Properties 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 ten (10) years commencing on _____, 2025.
2. TERMINATION: After the first anniversary of this Agreement, this Agreement may be terminated at any time, by the mutual agreement in writing between the County and the City and approved by the respective governing bodies.

ARTICLE III IMPROVEMENTS

The City shall cause to be constructed on the Properties, a light pole-mounted wi-fi box, transformer, tree lights, and underground wiring as described on the attached Exhibit “B”. The City will be expending \$15,000 on the improvement of the Properties in the construction described above. Construction shall commence no later than January 31, 2026 and shall be completed no later than February 13, 2026.

ARTICLE IV MAINTENANCE AND REPAIRS

The City shall have the responsibility to maintain the Properties.

ARTICLE V INSTALLATION AND UTILITIES

The City will be responsible for the installation and costs of the tree lighting system including equipment such as lights, transformer, and wi-fi box, along with wi-fi service fees and running power from the County’s electrical panel to an outlet on the Properties. The

remaining outlets will be disabled so that only the City's lighting, transformer, and wi-fi box is connected to the electrical panel. The County agrees that it will pay for all costs associated with usage of any and all utilities related to electrical power needed by the City's wireless lighting system. This cost has been estimated by manufacturers to be less than \$100 per year.

ARTICLE VI NATURE OF RELATIONSHIP

1. 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. 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.
3. LIABILITY: Both parties shall be responsible for the acts or failure to act of their respective employees, agents or servants, provided, however, their responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

ARTICLE VII INSURANCE

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

ARTICLE VIII ASSIGNMENT

The City shall not assign or sublet any portion of the premises without the County's written consent. The County likewise shall not assign or sublet any portion of the premises without the City'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. **CURRENT REVENUES:** Each party shall render performance and/or payment required under this Agreement from then-current revenues legally available to each party.
8. **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.

COUNTY

By: _____
Sherman Krause, County Judge

Date: _____

Attest:

By: _____
Bobbie Koepp, County Clerk

Date: _____

CITY

By: _____
Robert Camareno, City Manager

Date: _____

Attest:

By: _____
Gale Wilkinson, City Secretary

Date: _____