
**INTERLOCAL COST SHARING AGREEMENT BETWEEN
COMAL COUNTY, TEXAS AND CITY OF NEW BRAUNFELS
REGARDING DEMAND RESPONSE PUBLIC TRANSPORTATION SERVICES**

WHEREAS, the City of New Braunfels (the “City”) entered into an interlocal agreement with The Alamo Area Council of Governments (“AACOG”) wherein AACOG agreed to furnish the City with a demand response, curb-to-curb, public transportation service (“Transit Service”) for residents within the New Braunfels area; and

WHEREAS, the City has received funding from the Federal Transit Administration (“FTA”) for the Transit Service, however the FTA funding requires a local match to continue the current level of service; and

WHEREAS, the Comal County Commissioners Court recognizes the benefits that the Transit Service provides to the residents of Comal County and has budgeted \$70,000 to contribute towards the Transit Service; and

WHEREAS, Chapter 791 of the Texas Government Code grants the authority to Comal County and City of New Braunfels to enter into this Interlocal Agreement; and

WHEREAS, Comal County and the City of New Braunfels desire to enter into an agreement wherein Comal County will contribute funds towards the Transit Service.

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

1. **Comal County:**

Comal County shall contribute to the City of New Braunfels the sum of \$70,000 to be applied to the local match portion required by the FTA funding for Transit Service in the 2017 fiscal year. Comal County will provide payment within thirty (30) days of invoice sent to the Comal County Auditor. It is further understood and agreed that the payment of said sum constitutes the sole involvement of Comal County with respect to the Transit Service.

2. **City of New Braunfels:**

City of New Braunfels shall be responsible for compliance with all contractual and other obligations relative to the FTA funding and the AACOG Interlocal Agreement for City of New Braunfels Demand-Response Route.

3. **Notice:** Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax 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:

COMAL COUNTY:

Comal County Judge
150 N. Seguin Ave.
New Braunfels, Texas 78130

With a copy to:

Comal County Auditor
150 N. Seguin Ave., Suite 201
New Braunfels, Texas 78130

CITY OF NEW BRAUNFELS:

City Manager
City of New Braunfels
424 South Castell Ave.
New Braunfels, Texas 78130

Either party may designate a different address by giving the other party written notice.

4. **Termination:** This Agreement shall terminate upon the later of: (a) the complete satisfaction of
5. payment by Comal County; or (b) September 30, 2017.
6. **Amendment:** This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
7. **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.
8. **Funding Out Clause:** Notwithstanding any contrary provision of this agreement, each payment obligation of Comal County created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for Transit Services. If such funds are not allocated, this agreement may be terminated by Comal County. Comal County shall notify City of New Braunfels at the earliest possible time before such termination. No penalty shall accrue to Comal County in the event this provision is exercised, and Comal County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
9. **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.
10. **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.
11. **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.
12. **Effective Date:** This Agreement becomes effective when signed by the both of the authorized representatives for Comal County and City of New Braunfels.

COMAL COUNTY, TEXAS:

CITY OF NEW BRAUNFELS:

_____, 2017

_____, 2017

SHERMAN KRAUSE, COUNTY JUDGE

ROBERT CAMARENO, CITY MANAGER

**ATTEST: COMAL COUNTY CLERK
BOBBIE KOEPP**

**ATTEST: CITY SECRETARY
PATRICK ATEN**

DRAFT