
**COST SHARING AGREEMENT BETWEEN
COMAL COUNTY, TEXAS AND THE COMAL COUNTY VETERANS COUNCIL
REGARDING THE COMAL COUNTY VETERANS COUNCIL VAN**

WHEREAS, the Comal County Veterans Council (“Veterans Council”) owns and operates a van that provides transportation for Comal County veterans; and

WHEREAS, the Comal County Commissioners Court recognizes the benefits that the Veterans Council transportation services provides to the veterans of Comal County and has budgeted \$3,000.00 to contribute toward the transportation of veterans; and

WHEREAS, Comal County and the Veterans Council desire to enter into an agreement wherein Comal County will contribute funds toward the auto liability insurance, repairs and operational expenses of the van.

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

1. **Veterans Council:**

The Veterans Council will be responsible for compliance with all applicable laws and other obligations relative to the van including but not limited to registration, inspection and maintenance.

2. **Comal County:**

Comal County will contribute up to \$3,000.00 for auto liability insurance, repairs and operational expenses of the van. In connection herewith, Comal County will make payment within thirty days of receiving an invoice from the Veterans Council. It is further understood and agreed that the payment of said sums by Comal County constitutes the sole involvement of Comal County with respect to the van.

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:

<u>COMAL COUNTY:</u> Comal County Judge 150 N. Seguin Ave. New Braunfels, Texas 78130	<u>COMAL COUNTY VETERANS COUNCIL:</u> Comal County Veterans Council P.O. Box 310824 New Braunfels, Texas 78131
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Either party may designate a different address by giving the other party written notice.

4. **Termination:** This Agreement shall terminate on December 31, 2019. Either party may terminate this agreement at any time with 30 days written notice to the other party.

5. **Amendment:** This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
6. **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.
7. **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.
8. **Immunity:** No provision of this agreement shall affect or waive any sovereign or governmental immunity available to Comal County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to Comal County and/or its elected officials, officers, employees and agents under Federal or Texas law.
9. **Law/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.
10. **Effective Date:** This Agreement becomes effective when signed by both of the authorized representatives for Comal County and Veterans Council.

<p>COMAL COUNTY, TEXAS:</p> <p>_____, 2019</p> <hr/> <p>COUNTY JUDGE, SHERMAN KRAUSE</p> <hr/> <p>ATTEST: COMAL COUNTY CLERK BOBBIE KOEPP</p>	<p>COMAL COUNTY VETERANS COUNCIL:</p> <p>January 7, 2019</p> <hr/> <p>David L. Hall</p> <hr/> <p>NAME/TITLE DAVID L HALL Vice Chairman Comal County Veteran's Council</p>
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