

**STATE OF TEXAS
KENDALL COUNTY**

**INTERLOCAL GOVERNMENT AGREEMENT
TO SHARE FACILITIES**

This Interlocal Agreement is entered into on the ____ day of _____, 2015 between the City of Boerne, herein called the "City," and Kendall County, herein called the "County", pursuant to the authorization granted in Chapter 791, Texas Government Code.

WHEREAS, the governing body of the County has determined that it is necessary to expand and improve the Kendall County Emergency Management Services ("County EMS") facility at its current location;

WHEREAS, the expansion and improvement of such County EMS facility will require a relocation of the County EMS employees;

WHEREAS, County desires to relocate County EMS employees to the City of Boerne Fire Department ("BFD") facility during the term of the County EMS relocation, sharing such facility with City of Boerne employees;

WHEREAS, the City seeks to accommodate the County's desire to share facilities at BFD for the betterment of the community;

WHEREAS, the City seeks to grant the County permission to share the BFD facility by formulating a written agreement defining the terms and conditions of such shared facility; and

WHEREAS, the City and the County have determined that, in the best interest of taxpayer funds and overall efficiency of service delivery, an agreement for sharing facilities is appropriate.

NOW THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE AGREED TO BY THE PARTIES:

**SECTION I
ENTITIES DEFINED**

This Agreement is applicable only to the above named governmental entities and does not apply to organizations or individuals associated with or volunteering for, but not legally a part of, each entity. Usage by organizations or individuals other than the stated entities must be approved by the City.

**SECTION II
CITY FACILITY AVAILABLE TO THE COUNTY**

Unless specifically stated otherwise, the property owned by the City, made available to the County, and covered under this Agreement includes the following portions of the BFD fire station located at 726 North Main, Boerne, Texas 78006 (hereinafter referred to as the "Facility"):

- 1) Two assigned BFD dorm rooms;
- 2) BFD kitchen;
- 3) BFD restrooms (including showers);
- 4) BFD training room;
- 5) BFD physical fitness training room;
- 6) BFD laundry room;
- 7) BFD bays; and
- 8) Two rooms plus a closet, a bathroom and ingress/egress within the BFD House (located

at 119 W. Frederick Street, Boerne, Texas 78006).

Should the County need to modify the Facility in any way to accommodate the County EMS employees and associated equipment, such modification may only occur with written authorization from the BFD Chief and the City Manager. Any modifications made to the BFD Facility to accommodate the County EMS employees and associated equipment will be an expense incurred solely by the County and the City will have no obligation to participate in such expense. Additionally, unless County is provided written authorization by City, the modification shall become a fixture to the Facility and part of the Property that will not be removed by County at the termination of this Agreement. Should any modification be removed by County at the termination of this Agreement, the BFD Facility shall be returned to the condition it was in before the modification was made, such restoration to be done at the sole expense of County.

SECTION III USAGE GUIDELINES

- 1) During the hours of 8 a.m. through 5 p.m. daily, County EMS employees are prohibited from resting in common areas.
- 2) The Facility is to remain clean and well maintained at all times, even within the dorm rooms assigned to County EMS employees.
- 3) County EMS employees are required to provide their own bed linens for their assigned dorm room[s].
- 4) County EMS employees are allowed to have guests and/or riders visit the Facility between the hours of 7 a.m. through 10 p.m. daily. No visitors will be allowed outside of these hours.
- 5) City activities have precedence in usage of the Facility.

SECTION IV MAINTENANCE AND CARE OF THE FACILITY

Maintenance of the Facility, to include upkeep and custodial services, shall be the responsibility of both BFD and County EMS employees utilizing such Facility. The Boerne Fire Department Shift Officer is in charge of the Facility at all times. The County EMS employees will be required to assist with daily station upkeep and custodial duties at the direction of the BFD Shift Officer. Each party agrees to keep the Facility as clean as possible.

SECTION V SUPERVISION

- 1) The County shall designate a person for each shift of County EMS employees who shall directly supervise the County EMS employees and operations at all times to ensure compliance with this Agreement (County EMS Shift Supervisor).
- 2) County shall be solely responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other similar state or federal agencies for the County EMS employees.
- 3) The County EMS employees shall conduct themselves in accordance with all federal, state, and local laws and regulations.
- 4) The County and/or County EMS employees shall be solely responsible for compliance with all applicable laws.
- 5) In the event a BFD Shift Officer determines that a County EMS employee or any agent, representative, or volunteer of County is violating any law, ordinance, or provision of this Agreement or determines that a County EMS employee or any agent, representative, or volunteer of County is objectionable and offensive to the good order and use of the Facility, the County EMS Shift Supervisor shall remove such person from the Facility. In the event a County EMS Shift Supervisor determines that a City employee or any agent, representative, or volunteer of City is violating any law, ordinance, or provision of this Agreement or determines that a City employee or any agent, representative, or volunteer of City is objectionable and offensive to the good order and use of the Facility, the County EMS Shift Supervisor shall report such

determination to the BFD Shift Officer for appropriate action. Any disputes concerning such matters shall be resolved by the BFD Fire Chief.

- 6) The City and/or its authorized representatives shall have the right to inspect the premises used by County EMS employees to ensure compliance with the terms of this Agreement.
- 7) At all times when County EMS employees are using the Facility under the provisions of this Agreement, the activities of such County EMS employees shall be considered County sponsored, be an integral part of the County's EMS operation, and be under the supervision of County EMS personnel designated by the County.
- 8) County shall require all County EMS employees to abide by all BFD rules and regulations as required by the City Manager, the BFD Chief or Assistant Chief, and/or the BFD Shift Officer. City will provide copies of all applicable rules and regulations to County EMS employees prior to the time that any County EMS employees occupy the Facility.

SECTION VI RESPONSIBILITY AND LIABILITY

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT, IN EXECUTING THIS AGREEMENT AND IN PERFORMING THE TERMS CONTAINED HEREIN, THE PARTIES ARE ACTING INDEPENDENTLY AND NOT IN ANY FORM OF PARTNERSHIP OR JOINT VENTURE WITH ONE ANOTHER. THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT. COUNTY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FROM ANY LIABILITIES THAT MAY ARISE FROM THIS AGREEMENT. FURTHERMORE, THE COUNTY AGREES TO BE SOLELY RESPONSIBLE FOR ANY PROPERTY DAMAGE TO THE FACILITY WHICH MAY RESULT FROM THE COUNTY EMS EMPLOYEES' USAGE OF THE FACILITY.

SECTION VII POINT OF CONTACT

Unless otherwise stated herein, the point of contact for the County for implementing and scheduling usage of the Facility under the provisions of this Agreement shall be the County EMS Administrator. The point of contact for the BFD under the provisions of this Agreement shall be the BFD Fire Chief.

SECTION VIII TERM AND TERMINATION OF AGREEMENT

- 1) This initial term of this Agreement shall be from the date that it is executed by the authorized representatives of the Parties until one year from the date of such execution. This Agreement may be earlier terminated or extended by the Parties by a written agreement executed by the authorized representatives of both Parties.
- 2) If either Party fails to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of this Agreement, such failure shall be cured and corrected within fifteen (15) days after receipt of written notice by the offending Party. Should such non-compliance failed to be cured within the fifteen (15) day cure period, the non-offending party may terminate this Agreement effectively immediately upon written notice.

SECTION VIX ADDITIONAL PROVISIONS

- 1) This Agreement constitutes the sole and only agreement of the parties with respect to the matters that are the subject of this Agreement. No other agreement, statement or promise made by either Party or by a representative of either Party that is not contained in this Agreement shall be binding or valid or enforceable. No amendment, modification, or alteration of this Agreement shall be binding, valid or enforceable unless it is reduced to writing, approved by the governing body of both Parties and signed by authorized representatives of both Parties subsequent to the effective date of this Agreement.

- 2) This Agreement shall be performed in Kendall County, Texas and shall be construed under and in accordance with the laws of the State of Texas.
- 3) In case any one or more of the provisions contained in this Agreement shall for any reason be held as invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof, and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 4) Notices required herein shall be delivered to the following representatives of the Parties at the locations indicated:

KENDALL COUNTY

Darrell L. Lux
County Judge, Kendall County
201 E. San Antonio
Boerne, Texas 78006

CITY OF BOERNE

Ronald C. Bowman
City Manager, City of Boerne
402 E. Blanco
Boerne, Texas 78006

This Agreement is hereby approved and executed in duplicate originals on the _____ day of _____ 2015 by the representatives of the City and the County as authorized by their governing bodies.

KENDALL COUNTY

CITY OF BOERNE

DARREL L. LUX
COUNTY JUDGE
COUNTY COURTHOUSE
201 E. SAN ANTONIO, SUITE 122
BOERNE, TEXAS 78006

RON C. BOWMAN
CITY MANAGER
CITY HALL
402 E. BLANCO
BOERNE, TX 78006

ATTEST: _____
DARLENE HERRIN
COUNTY CLERK

ATTEST: _____
LORI CARROLL
CITY SECRETARY