

INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

WHEREAS, in accordance with Tex. Loc. Gov't Code Ann. § 352.001(b), the City of Boerne and Kendall County desire to provide fire protection services to the citizens of Kendall County who reside inside the Boerne Volunteer Fire Department (BVFD) service area, but outside the corporate limits of the City of Boerne, in an area more particularly described in Exhibit A attached hereto and incorporated herein, hereinafter called the "incident response area"; and

WHEREAS, the City of Boerne, Kendall County, BVFD and Boerne Rural Fire Association (BRFA) desire to consolidate services and equipment to provide for improved fire protection and emergency services within the described incident response area:

NOW, THEREFORE, be it resolved that the City of Boerne and Kendall County enter into this Inter-Local Agreement, and the parties agree as follows:

Section 1 Term

This agreement begins on October 1, 2024, and ends on September 30, 2025. It may be renewed by mutual orders or resolutions of the City Council and Commissioners Court for subsequent one-year terms beginning on October 1, 2025.

Section 2 Renewal/Cancellation

1. To initiate renewal of this agreement, early in the budget process during the months of April or May each year, City of Boerne representatives and Kendall County representatives shall meet and discuss the details of the interlocal agreement in order to develop a new contract. A verbal and mutual process and cost shall be developed for the new contract period.
2. The City of Boerne shall then renew by formal resolution of the City Council of the City of Boerne the agreement. A certified copy of said resolution shall then be forwarded to the County Judge of Kendall County on or before August 1, of the budget year preceding the renewal period for approval.
3. Either of the parties may cancel its participation in this agreement for cause by notifying the other party in writing at least 180 days prior to the effective date of the cancellation. All amounts due and owing to the City of Boerne pursuant to this agreement on the effective date of cancellation shall be paid by Kendall County within sixty (60) days of the receipt of any bill issued by the City of Boerne or the date of cancellation, whichever is later.

Section 3 Funding Requirements

1. Kendall County agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

An order of the Commissioners Court of Kendall County which renews this Agreement shall be deemed to be a certification that the obligations incurred by renewal shall be payable out of current revenues and that Kendall County has or will set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

2. Except for developments that are under fire protection agreements with the City of Boerne, it is agreed that any further capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the incident response area outside Boerne City limits will be the responsibility of Kendall County unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Any future capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the City of Boerne response area will be the responsibility of the City of Boerne unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Such capital improvements shall become the property of the entity paying for them.

Section 4 Duties of the City of Boerne

1. The City of Boerne will provide firefighting services to a portion of Kendall County as described in Exhibit A, twenty-four (24) hours per day, three hundred sixty-five (365) days per year. In the case of multiple emergencies, resources will be assigned as determined by the Fire Chief or designee.

Section 5 Liability and Insurance

1. As provided in Texas Local Government Code Section 352.004, it is agreed and understood that the

action by any person or persons while fighting fires or providing emergency services, traveling to or from fires or emergency calls, or in any manner furnishing fire protection services to the residents of Kendall County outside the corporate limits of the City of Boerne shall be considered as the actions of agents of Kendall County in all respects. Notwithstanding such person or persons that may be regular employees or firefighters of said City.

2. It is further agreed that the City of Boerne shall not be held liable for the actions of any of its employees while engaged in fighting fires or making emergency calls outside the corporate limits of said City, unless those actions are the result of gross negligence or willful malfeasance of the City of Boerne or its employees.
3. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS AND EXPENSES (INCLUDING LEGAL EXPENSES) OF EVERY KIND, ARISING OUT OF OR CONNECTED WITH THE MAKING OF ANY CALL BY CITY PERSONNEL OUTSIDE THE CORPORATE LIMITS OF THE CITY OF BOERNE.
4. The City of Boerne shall be responsible to provide Liability, Property and Worker's Compensation Coverage, to the extent necessary to perform the functions of the agreement, for fire personnel.
5. Notwithstanding the foregoing, nothing in this Section 5 Liability and Insurance, shall be deemed a waiver of Kendall County's sovereign immunity.

Section 6 Payments

1. The County shall pay the City per each twelve (12) month term according to the following:
 - a. Determine the cost per call by dividing the total personnel cost of the City (excluding Boerne Fire Marshal personnel) by the total number of calls made by Boerne Fire Department.
 - b. Multiply the cost per call by the number of calls made in the designated fire service area.
 - c. Calls for service made to WCID #2 and WCID #3 shall be excluded from the number of calls referenced above.
 - d. County shall receive a twenty percent (20%) discount on charges for calls for service within the City's extraterritorial jurisdiction area (as it now exists or as it may be revised from time to time).
 - e. Annually, the increase will be capped at 15%.
2. Payments shall be made quarterly in advance, no later than the 30th day of the first month of the quarter, with the first payment due October 31, 2024. Payments due under this Agreement shall be made to the City of Boerne, (c/o Director of Finance), P O Box 1677, Boerne, Texas 78006.
3. The Maximum Compensation for the primary term of this Agreement is SEVEN HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS and 35/100 (\$775,594.35). The Maximum Compensation for subsequent renewal 12 month terms shall be determined based upon the past year's costs and expenses in accordance with subsection 1, above.

Section 7 Miscellaneous

1. Any and all notices which may be required under the terms of this Agreement shall be mailed to the parties at the addresses indicated below, or at such address as any party may furnish in writing to the other parties named herein.

Kendall County Judge
201 E. San Antonio
Boerne, TX 78006

City Manager
P. O Box 1677
Boerne, TX 78006


2. This Agreement constitutes the sole and only Agreement of the parties with respect to the matters covered by this Agreement. No other Agreement, statement or promise made by any party, or by any employee, officer, or agent of a party, which is not contained in this Agreement, shall be binding or valid.
3. No agreement, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
4. This Agreement shall be construed under and in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Kendall

County, Texas.

5. In case any one or more of the provisions contained in the Agreement shall for any reason be held 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 construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY


Shane Stolarczyk, County Judge

Date

10/15/24

CITY OF BOERNE


Ben Thatcher, City Manager

Date

ATTEST:


Denise Maxwell, County Clerk

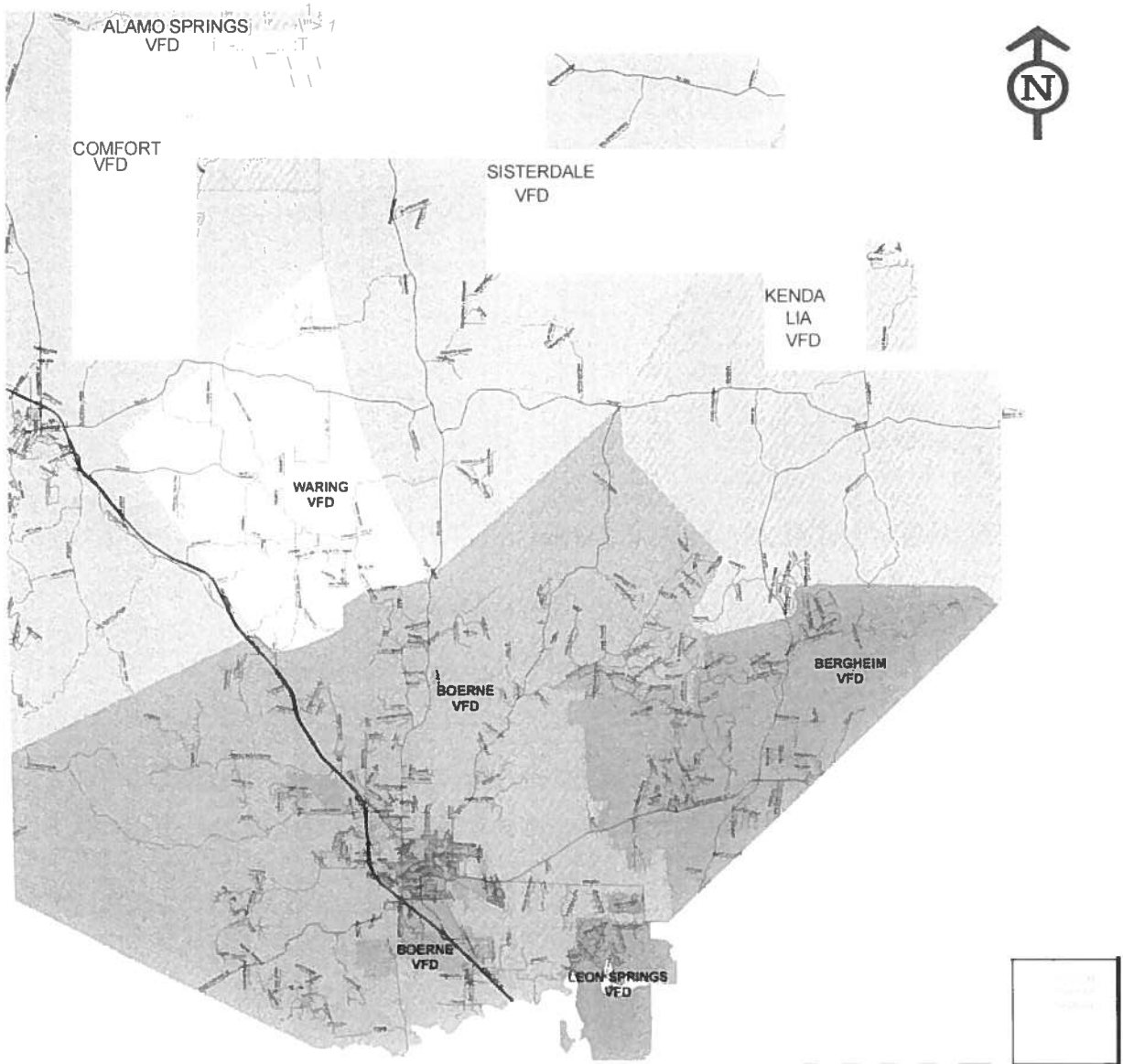
AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$775,594.35 are available to pay the obligation of Kendall County within the foregoing Agreement.


Corinna Speer, County Auditor

EXHIBIT "A"

KENDALL COUNTY FIRE DISTRICTS



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