

FIRE PROTECTION AGREEMENT

This Fire Protection Agreement (the "Agreement") is entered into on this 14th day of June, 2023, by and between the **City of Boerne, on behalf of the City of Boerne Fire Department** (the "City" or "Department") and **Kendall County Water Control and Improvement District of No. 3A**, a conservation and reclamation district and political subdivision of the State of Texas organized and operating pursuant to Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

WHEREAS, the District is geographically located in close proximity to the City of Boerne; and

WHEREAS, the Board of Directors of the District are seeking to secure fire protection services for the benefit of future residents and the property within the District's boundaries.

WHEREAS, the City is willing to provide fire protection services to the land located within the boundaries of the District under the terms provided herein;

WHEREAS, the District, believes that it is in the best interest of the District's residents and property owners to enter into this Agreement;

WHEREAS, the District is authorized to enter into this Agreement pursuant to Section 49.351 of the Texas Water Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained the District and the City hereby covenant and agree as follows:

1. The Department agrees to provide the Services to the District in accordance with the standard of practice ordinarily exercised by entities that render the type of services to be provided hereunder at the time and within the locality where the Services are to be performed. The Department agrees that during the term of this Agreement, it shall maintain the required licensing and/or permitting to provide the Services with the necessary equipment and trained personnel. The equipment and personnel provided by the Department for any Services shall be at the sole discretion of the Department, its agents, or employees.

2. In return for the Services provided by the Department, the District agrees to pay the Department a charge for each call within the District to which the Department responds, which charge shall be calculated based upon the time, personnel, equipment and fuel costs applicable to each such call, plus \$100.00 (the "Call Charge"). Call Charge Invoices shall be submitted to the District every six months in writing, together with a reasonably detailed accounting of the time, personnel, equipment, and fuel costs for which the invoice seeks reimbursement. Payment will be required within 30 days of invoice date.

3. Notices required by this Agreement and payments due shall be mailed to:

To the Department:
Boerne Fire Department

Attention: Chief Manuel Casarez
726 N Main Street
Boerne, Texas 78006

To the District:

Kendall County Water Control and Improvement District No. 3A
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP
Attention: Julianne B. Kugle
1980 Post Oak Blvd.
Houston, Texas 77056

4. The term of this Agreement shall be for fifteen (15) years from the Effective Date of this Agreement and shall thereafter renew for one (1) year terms. Either party may terminate this Agreement by providing express notice of termination at least six (6) months before the expiration of the fifteen-year primary term, or any one-year renewal term.

5. Should it be necessary for either party to institute legal proceedings to enforce the terms of this Agreement, the prevailing party shall recover, in addition to any damages proved, attorney's fees, costs and other expenses of the litigation.

6. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Texas. Venue shall be in Kendall County, Texas.

MISCELLANEOUS

1. This Agreement shall be for the benefit of and be binding upon the parties hereto.

2. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

3. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by Email delivery of a ".pdf" format file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature were an original thereof.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the City and the District have executed this Fire Protection Agreement in multiple counterparts as of the date and year first listed above, to be effective on the Effective Date as specified in this Agreement.

KENDALL COUNTY WATER
CONTROL AND IMPROVEMENT
DISTRICT NO. 3A

BY: W. Wendell Hall
NAME: W. Wendell Hall
TITLE: Secretary

CITY OF BOERNE

BY: _____
NAME: Ben Thatcher
TITLE: City Manager