

**INTERLOCAL AGREEMENT FOR PUBLIC SAFETY
AND UTILITIES COMMUNICATION SERVICES**

This Interlocal Agreement for Public Safety and Utilities Communication Services ("Agreement") is entered into by and between the CITY OF BOERNE ("Boerne"), FAIR OAKS RANCH ("Fair Oaks"), and KENDALL COUNTY ("County") (collectively referred to as the "Parties") acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning police protection and other related services;

WHEREAS, the Parties desire that a centralized public safety and utilities communications office be provided;

WHEREAS, the Parties desire to form a Board of Directors to oversee the centralized public safety and utilities communications office;

WHEREAS, the Parties desire to share the costs and benefits of a centralized public safety and utilities communications office;

WHEREAS, the Parties find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of these governmental functions and services and, by entering into this Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), will be a benefit to all the citizens;

NOW THEREFORE, be it resolved that the Parties enter into this Agreement and agree as follows:

Section 1. Term

The Term of this Agreement is October 1, 2021 through September 30, 2024. It may be renewed by mutual orders or resolutions of the Parties for subsequent three-year terms beginning on October 1, 2024 and ending on September 30, 2027 of each subsequent contract period.

Section 2. Renewal/Cancellation

- A. To initiate acceptance, or subsequent renewal, of this Agreement, Fair Oaks and County shall forward a request to the City Manager of Boerne, seeking a statement of the proposed cost for the next budget year. If said statement of costs is acceptable, Fair Oaks and the County shall forward a signed copy of this Agreement to the City Manager of Boerne prior to August 1.
- B. Boerne shall either accept or decline the offer to enter into, or renew, this Agreement by formal resolution of the City Council of Boerne and shall forward a certified copy of said resolution to the Mayor or City Administrator of Fair Oaks and the County Judge on or before September 1.
- C. Any of the Parties may cancel its participation in this Agreement for any reason by notifying the other parties in writing at least one (1) year prior to the effective date of the cancellation. All amounts due and owing to Boerne pursuant to this Agreement on the effective date of cancellation shall be paid by the cancelling party within sixty (60) days of the receipt of any bill issued by Boerne or the date of cancellation, whichever is later.

Section 3. Funding Determination

- A. To determine the amount of funding for the Term covered by this Agreement, or subsequent renewal, Boerne will count all service calls coming into Boerne dispatch from April 1 through March 31 of the prior year. In this Agreement, the term “service calls” means any and all calls into the Boerne centralized public safety and utilities communications. Service calls include, but are not limited to, traffic stops, utility calls (street, gas, electric, etcetera), and animal control calls.
- B. From the April 1 through March 31 service calls, Boerne will determine the percentage amount of service calls each Party required from the Boerne centralized public safety and utilities communications office. Such determination will be presented by Boerne to the Board of Directors (as established in Section 7 below).
- C. The budget for the Term of this Agreement, and any subsequent renewal, will be determined by Boerne and must be approved by a majority of the Board of Directors.
- D. Each Party will pay its percentage share as set forth in Section 6 below. The funding determination for the Term of this Agreement year is attached as Exhibit A and is incorporated as if set forth herein. The amount of funding for any subsequent renewal of this Agreement will be determined by using the methodology set forth in this Section.

Section 4. Funding Requirements

- A. All Parties agree that all funds due under this Agreement shall be payable out of current revenues and that each Party shall set aside funds in an amount sufficient to satisfy any obligation created by this Agreement.
- B. Any resolution or order of a Party renewing this Agreement shall be deemed to be a certification that the obligations incurred by the terms of the Agreement shall be payable out of current revenues and that the Parties have, or will, set aside funds in an amount sufficient to satisfy any obligation created by this Agreement.
- C. The cost of public safety, public works, roads, bridges and the centralized public safety and utilities communications office operations shall be shared by each government entity based on such Parties percentage amount determined under the parameters set forth in Section 3 above and set forth in Exhibit A.
- D. The cost for maintenance of the dispatch consoles and related equipment housed in the centralized public safety and utilities communications office shall be shared on this same basis.

Section 5. Duties of the City of Boerne

Boerne will provide public safety and utilities communications services to Fair Oaks and the County, twenty four (24) hours per day, three hundred sixty five (365) days per year, and said services shall include communications for public safety, public works, and utilities.

Section 6. Payments

- A. Fair Oaks agrees to pay Boerne the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2021 through September 30, 2024.
- B. Kendall County agrees to pay Boerne the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2021 through September 30, 2024.

- C. Boerne agrees to set aside the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2021 through September 30, 2024.
- D. Payments by each entity shall be made quarterly and in advance, no later than the 10th day of the first month of the quarter, with the first payment due no later than October 10. Payments due under this Agreement shall be made payable to the City of Boerne (c/o Director of Finance), P. O. Box 1677, Boerne, Texas 78006.
- E. Should any of the funds from any of the Parties, including Boerne, remain at the end of the term of this Agreement, such funds shall be placed into a reserve fund which shall be set aside in a separate accounting line item.
- F. The funds placed into this reserve fund will be used solely for shared costs necessary for Boerne centralized public safety and utilities communications office. At the end of each Agreement year, Boerne will provide Fair Oaks and the County an accounting of the amounts in such reserve funds and any amounts spent out of the reserve funds during the Agreement year.

Section 7. Board of Directors

- A. A Board of Directors shall be appointed to oversee the public safety, public works and utilities communications.
- B. The Board of Directors shall include the current Chief of Police for Boerne, the Chief of Police for Fair Oaks, and the County Sheriff. The Parties will appoint two additional members each. All members shall be employees or elected officials of the respective governmental entity. Volunteer firefighters shall be considered employees for the purpose of serving on this Board of Directors.
- C. Before hiring a Communications Supervisor the potential candidate will be interviewed by the Board. The Communications Supervisor will be hired by the Boerne Chief of Police and will be an employee of the City of Boerne. The Communications Supervisor will write policies and procedures and be responsible for hiring any additional staff as needed. The Communications Supervisor will work with the Board, but will come under the direct supervision of the Boerne Chief of Police.

Section 8. Miscellaneous

- A. 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,

Darrell Lux
Kendall County Judge
201 E. San Antonio Ave.
Boerne, Tx 78006

Ben Thatcher
City Manager
447 N Main St.
Boerne, Tx 78006

Tobin Maples
City Administrator
7286 Dietz Elkhorn
Fair Oaks Ranch, Tx 78015

- B. 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.
- C. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

The obligations and undertakings of each of the parties to this Agreement shall be performable in Kendall County, Texas.

- E. 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.

EXECUTED IN TRIPLICATE ORIGINALS on the ____ day of _____, 2021.

Approved:

Ben Thatcher, City Manager

Attest:

City Secretary

Approved:

Darrel Lux, County Judge

Attest:

County Clerk

Approved:

Tobin Maples, City Administrator

Attest:

City Secretary

Exhibit A

Cost per entity for FY 21-22

Kendall County 42% \$620,621.40

City of Boerne 41% \$605,844.70

Fair Oaks Ranch 17% \$251,203.90

The overall FY 21-22 Communications budget is \$1,477,670.00

The percentage of the budget payable for future years will depend on the percentage of calls for each respective entity for those future years.