

## **INTER LOCAL AGREEMENT FOR FIRE PROTECTION SERVICES**

WHEREAS, 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, **2021** and ends on September 30, **2023**. It may be renewed by mutual orders or resolutions of the City Council and Commissioners Court for subsequent two-year terms beginning on October 1, 2023.

### **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. 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.
2. The City of Boerne will provide for maintenance and operation of equipment and apparatus described in Exhibits B and C. The City of Boerne will also provide for housing of same equipment.

#### **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.
3. 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. Kendall County will continue to provide additional accidental death, disability, and medical policies.
5. The City of Boerne will provide insurance coverage on all vehicles listed in Exhibit "B" and Kendall County will provide insurance coverage on all vehicles listed in Exhibit "C".

## **Section 6                      Payments**

1. The County shall pay the City \$500,000 per each twelve (12) month term for the provision of fire protection services for the subject twenty-four (24) month term of this agreement. The cost of future years shall be shared by the City of Boerne and Kendall County on a basis as agreed to by both parties.
2. Payments shall be made quarterly in advance, no later than the 30<sup>th</sup> day of the first month of the quarter, with the first payment due October 31, 2021. 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.

## **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.

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

Ben Thatcher  
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.

**EXECUTED IN DUPLICATE ORIGINALS on this the \_\_\_\_\_ day of \_\_\_\_\_  
2021.**

\_\_\_\_\_  
Darrel L. Lux  
County Judge, Kendall County

\_\_\_\_\_  
Ben Thatcher  
City Manager, City of Boerne

## EXHIBIT "B"

## CITY OF BOERNE RESPONSIBILITY

VIN #'s	FD ID	YEAR / MAKE	DESCRIPTION
1FTWW31P45EA85408	SUPPORT 41	2005 FORD F-250	4X4 F350 PICKUP
3GKGK26R9XG508519	COMMAND 41	1998 GMC	4X4 SUBURBAN
1GC1KVEGXFF635864	SQUAD 41	2015 CHEVROLET	4X4 CHEVY 2500
1000EE2066	ENGINE 44	1994 SPARTAN	1500 CAFS PUMPER
4EN3ABA8X21004760	LADDER 48	2002 E-1 QUINT	2000 GPM AERIAL
1HTWBAAL46J266694	BRUSH 41	2006 7300- INTERNATIONAL	4X4 BRUSH TRUCK
XMPDS787SO21	BOAT 41	2021 ZODIAC BOAT AND TRAILER	14' RESCUE BOAT
4P1CU01A3DA013356	ENGINE 40	2012 PIERCE	1500 CAFS PUMPER
1GC1KVEG2FF189435	A/C 41	2015 CHEVROLET	4X4 CHEVY 2500
XMPC855RE515	BOAT 42	2016 ZODIAC BOAT AND TRAILER	14' RESUCE BOAT

## EXHIBIT "C"

## KENDALL COUNTY RESPONSIBILITY

1GDJ6H1C01J500550	BRUSH 43	2000 GMC 6500	BRUSH TRUCK
1FV6JLCBXXHA06672	RESCUE 45	1998 FREIGHTLINER	RESCUE TRUCK
1FVHBGAS84DM79096	TENDER 46	2004 PIERCE	TENDER 1250 GPM PUMP
4P1CU018A57A007286	ENGINE 41	2007 PIERCE	1500 CAFS PUMPER
1FDAX57R79EA09582	BRUSH 42	2009 FORD 550	4X4 BRUSH TRUCK
1670041087094310	UTILITY 41	2012 POLARIS	6X6 UTV
1HTMKAZR4DH352706	TENDER 49	2013 INTERNATIONAL	TENDER 500 GPM PUMP
5NHUEH624EY068849		2014 CARGO TRAILER	UTV TRAILER
1FDOX5HT6HEE27703	BRUSH 44	2018 FORD 550	4X4 BRUSH TRUCK