



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 6/26/2017 OPEN SESSION	
SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for June 6, 7, 8, 9 and 12, 2017.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 6/26/2017 OPEN SESSION	
SUBJECT	Service awards June 2017
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Victor Nieto Road & Bridge 5 years Lisa Brightwell EMS 10 Years
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/26/2017
OPEN SESSION**

SUBJECT	Employee Recognition - Clifford Thompson
DEPARTMENT & PERSON MAKING REQUEST	Rick Tobolka, County Engineer Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Recognition of Clifford Thompson on his retirement with Kendall County.
REASON FOR AGENDA ITEM	Clifford Thompson retired May 31, 2017 after 9 years of service with Kendall County.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Clifford Thompson
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 6/26/2017 OPEN SESSION	
SUBJECT	Kendall County Historical Commission Recognition
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Presentation of a Distinguished Service Award given by the Texas Historical Commission to the Kendall County Historical Commission for accomplishments during the 2016 year of service.
REASON FOR AGENDA ITEM	The Texas Historical Commission gives this award to County Historical Commissions who document well-rounded preservation programs to save the history and character of Texas.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

TEXAS HISTORICAL COMMISSION

PRESENTS THIS


2016

DISTINGUISHED SERVICE AWARD

TO

KENDALL COUNTY HISTORICAL COMMISSION

IN RECOGNITION OF ITS ACTIVE
AND WELL-BALANCED PRESERVATION PROGRAM


EXECUTIVE DIRECTOR

MAY 31, 2017

DATE



TEXAS HISTORICAL COMMISSION
real places telling real stories



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/26/2017
OPEN SESSION**

SUBJECT	EDC Quarterly Report
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Misty Mayo, President/CEO, Boerne Kendall County Economic Development Corporation
PHONE # OR EXTENSION #	830-249-9343 ext 213
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Presentation of a report concerning ongoing activities of the Boerne Kendall County Economic Development Corporation.
REASON FOR AGENDA ITEM	To keep the Court and Kendall County updated on economic development activities.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/26/2017
OPEN SESSION**

SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code).
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 6/26/2017

OPEN SESSION

SUBJECT	Plat Revision of Tract 2A Champee Springs Ranches
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a Plat Revision of Tract 2A Champee Springs Ranches, Kendall County, Texas in accordance to section 209 of the Kendall County Development Rules and Regulations. The proposed Plat Revision of the parent tract 2A consisting of 231.46 acres would create five (5) tracts 2A-1, 2A-2, 2A-3, 2A-4, and 2A-5 all greater than 30 acres. A public hearing was held on May 22, 2017. No one was present to speak on the proposed plat revision. (David A. & Amy Doll Perez Co-Trustees)
REASON FOR AGENDA ITEM	Plat Revision of Tract 2A Champee Springs Ranches
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #1
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/26/2017
OPEN SESSION**

SUBJECT	Change in Fire Marshal Fees
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion and action on changing the fees for fire work stands.
REASON FOR AGENDA ITEM	Make a year long fee vs. per each season.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Person wanting to operate a fireworks stand in Kendall County.
ADDITIONAL INFORMATION	Firework Stand Operators



Kendall County Fire Marshal
1175 N Main
Boerne, TX 78006
Ph: (830)249-3721 Fax: (830)249-7936

Judge Lux and Commissioners

We would like to propose a change and an addition to Exhibit B Fee Schedule of the Kendall County Fire Codes as adopted by Kendall County.

Currently the following is what we have.

Seasonal Fireworks Stand Inspections \$30.00

This fee is for the inspection of fireworks stands to ensure compliance with the adopted Fire Code and minimum safety standards adopted by the State.

The following is what we recommend be added:

Seasonal Fireworks Stand Inspections & Permit \$30.00

Yearly Fireworks Stand Inspections & Permit \$50.00

This fee is for the inspection of fireworks stands to ensure compliance with the adopted Fire Code and minimum safety standards adopted by the State. This shall be a yearly fee good only for the calendar year in which it was purchased plus one day.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/26/2017
OPEN SESSION**

SUBJECT	Depository contract for Frost Bank
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action for the Depository contract for Frost Bank
REASON FOR AGENDA ITEM	New contract for depository begins August 1, 2017. This satisfies the statutory requirements of the local government code 116.024.
IS THERE DOCUMENTATION	Yes, in the County Treasurer's Office
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	none



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 6/26/2017 OPEN SESSION	
SUBJECT	Lease agreement with Kendall County Amateur Radio Society
DEPARTMENT & PERSON MAKING REQUEST	Don Allee, General Counsel
PHONE # OR EXTENSION #	222
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning lease agreement with Kendall County Amateur Radio Society (KARS).
REASON FOR AGENDA ITEM	On May 8, 2017, an item was on the court agenda at the request of Jeff Fincke to allow HAM radio operators to use the vacant tower at the old Road and Bridge facility . No action was taken by the court because a lease agreement was required. A lease agreement has been prepared based on KARS being a non-profit organization that provides a public service to the residents of Kendall County. The lease agreement includes allowing KARS to use a vacant room at the old Road and Bridge facility, a tower at the same location and a repeater site at the end of Connally Way known as the Tower Road Antenna Site.
IS THERE DOCUMENTATION	Yes - proposed lease agreement.
WHO WILL THIS AFFECT?	Ham radio operators in Kendall County and the public served by their activities.
ADDITIONAL INFORMATION	KARS has approved the lease agreement.

STATE OF TEXAS

KENDALL COUNTY

**LEASE AGREEMENT BETWEEN KENDALL COUNTY
AND THE KENDALL AMATEUR RADIO SOCIETY**

WHEREAS, Kendall County is a political subdivision within the State of Texas, and as such is authorized to buy, sell, and lease real property; and

WHEREAS, the Kendall Amateur Radio Society (hereinafter "KARS") is a non-profit organization that provides services to persons who are interested in serving the community through amateur radio communication; and

WHEREAS, KARS requires space to locate radio equipment, including space on a tower; and

WHEREAS, Kendall County owns property, including a building located at 29 Staudt Street, Boerne, Kendall County, Texas, previously used by the County's Road and Bridge Department, which has a vacant room suitable for the use of KARS and a tower suitable for the use of KARS at the same site, and another facility located at the end of Connally Way, Boerne, Kendall County, Texas previously used by the Kendall County Sheriff's Department as a repeater site and known as the Tower Road Antenna Site suitable for use by KARS; and

WHEREAS, the Kendall County Commissioners Court hereby finds that the activities of KARS are in the public interest; and

WHEREAS, the requirements set out in Section 263.007(e)(1) and (e)(3), Local Government Code have been satisfied;

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises and mutual agreements, covenants, and conditions hereinafter set forth, the Parties hereto contract and agree as follows:

1. **Parties:** The parties to this agreement are the owner of the property, Kendall County, Texas (hereinafter the "County") and the lessee of the property, Kendall Amateur Radio Society (KARS).
2. **Property:** County leases to KARS the real property as follows: A room in the old Road and Bridge facility located at 29 Staudt Street, Boerne, Kendall County, Texas, a 48 feet tower located at the same location, and the real property owned by County located at the end of Connally Way, Boerne, Kendall County, Texas known as the Tower Road Antenna Site, (hereinafter "the property").

3. **Term:** The term of this lease agreement shall be for one (1) year, commencing on July 1, 2017, and terminating on June 30, 2018, provided that, unless either Party gives written notice to the other Party at least ninety (90) days prior to the end of the then current term of its intent to not renew this agreement, this agreement shall automatically be extended for an additional one year term.
4. **Termination:** Either party may terminate this lease agreement by giving the other party thirty (30) days notice of intent to terminate. In such event, the rights and obligations of both parties under this agreement shall cease upon the expiration of thirty (30) days after such notice is given.
5. **Rent:** In addition to the public service provided by KARS for the benefit of the residents of County, as additional consideration for this lease agreement, KARS agrees to pay the County a one-time fee of ten and no/100 dollars (\$10.00).
6. **Utilities:** County will continue to pay the utilities (Electricity) to the property unless County determines that the usage of the utilities by KARS is excessive, in which case, KARS shall pay County an amount to be agreed upon by the parties.
7. **Use and Occupancy:** The property shall be used by KARS for location of radio equipment and other lawful purposes consistent with providing services to the community through amateur radio services.
8. **Prohibitions:** KARS shall not use or permit the property to be used for any activity that unlawful, offensive, dangerous, or that constitutes a nuisance.
9. **Indemnification:** KARS agrees to indemnify and hold harmless, the County, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against County, its officers, agents or employees, by any person or entity, in any way arising from this lease agreement, the performance of the terms of this lease agreement, any alleged failure to comply with the terms of this lease agreement; KARS' use and/or occupancy of the property, or arising from third parties use or presence on the property, whether claiming by or through KARS, its officers, agents or employees or otherwise, it being the intent of KARS to fully indemnify County, its officers, agents and employees from any liability arising from this lease agreement.
10. **Access by County:** Officers, agents or employees of County may enter the property by reasonable means and at reasonable times to inspect the property and for other lawful purposes. County shall give KARS five (5) business days notice of intent to inspect the property if reasonably possible, provided this provision does not prevent the County, its officers, agents or employees from entering the property when necessary to prevent damage to the property or to enforce the provisions of this agreement.

11. Maintenance and Upkeep of the Property:

- a. KAR's RESPONSIBILITIES: Keep the property in the same or better condition as it now exists, keep the grounds mowed and clear of trash, and dispose of all trash, garbage, and debris. Take precautions to prevent damages to the property and promptly notify the County of any damages to the property and of any needed repairs or maintenance.
- b. COUNTY'S RESPONSIBILITIES: Perform repairs to the property provided that KARS provides timely notice to County of the need for repairs, and provided further, that if the cost of such repairs is excessive as determined by the Commissioners Court of County, County shall have the option to terminate this agreement in lieu of making such repairs.

12. Insurance: At its discretion, KARS may insure personal property of KARS located on the property against fire and other casualty loss. If required by County, KARS shall purchase liability insurance in an amount not less than the limits set forth in the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101 or successor statute, as applicable to a Texas county. If obtained, such liability insurance shall name Kendall County as an additional insured.

13. Transferability: The rights and obligations created by this lease agreement may not be transferred or assigned to another party without the express written consent of the County.

14. Default:

- a. By KARS: If KARS breaches the terms of this agreement, County shall be entitled to seek any remedy allowed by law.
- b. By County: If County breaches the terms of this agreement, KARS shall be entitled to seek any remedy allowed by law.
- c. Attorney's fees and costs: The prevailing party in any litigation brought by either party against the other party to enforce any provision of this agreement, or to seek any remedy or relief pursuant to this agreement, shall be entitled to collect reasonable and necessary attorney's fees and costs of court from the losing party.

15. Abandonment: If KARS remains absent from the property for thirty (30) days or longer without notifying County of the reason for such absence and without maintaining the property, County shall be entitled to determine that KARS has abandoned the property and terminate this agreement.

16. Assignment and Subletting: KARS shall not assign or sublet the property or any part thereof.

17. Venue: This lease agreement shall be interpreted and executed in accordance with the laws of the State of Texas and the orders of Kendall County, Texas. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this lease agreement shall be exclusively in Kendall County,

Texas, and any court of competent jurisdiction shall interpret this lease agreement in accordance with the laws of the State of Texas.

18. **Amendment of Lease Agreement:** This lease agreement may be amended only by an instrument in writing signed by authorized representatives of the County and KARS.
19. **Notices:** All notices or demands made by one party to another under the terms of this lease agreement shall be made by personal delivery, overnight delivery, or first class mail to the following persons at the addresses indicated:
 - a. County Judge, Kendall County, 201 E. San Antonio, Boerne, Texas 78006
 - b. President, Kendall Amateur Radio Society, P. O. Box 1732, Boerne, Texas 78006
20. **Entire Agreement:** This document represents the entirety of the lease agreement between the County and KARS. Any representations, agreements or understandings between the Parties not set out in this lease agreement shall have no effect unless they are set out in writing, approved by both Parties, and signed by authorized representatives of the Parties.

In witness whereof, the parties have signed and executed this Agreement this, the _____ day of _____, 2017.

KENDALL COUNTY

**KENDALL AMATEUR
RADIO SOCIETY**

**DARREL L. LUX
KENDALL COUNTY JUDGE**

PRESIDENT



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/26/2017 OPEN SESSION	
SUBJECT	Interlocal agreement for detention services
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, Sheriff
PHONE # OR EXTENSION #	249-9721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the interlocal agreement between Kendall County and the City of Boerne for detention services.
REASON FOR AGENDA ITEM	To renew detention services between Kendall County and the City of Boerne.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County and the City of Boerne
ADDITIONAL INFORMATION	None

**STATE OF TEXAS
KENDALL COUNTY**

**INTERLOCAL AGREEMENT BETWEEN KENDALL COUNTY
AND THE CITY OF BOERNE, TEXAS FOR DETENTION SERVICES**

This Interlocal Agreement for Detention Services ("Agreement") is entered into by and between the CITY OF BOERNE (hereinafter "Boerne") and KENDALL COUNTY (hereinafter "County") (collectively referred to as the "Parties") acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

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

WHEREAS, Boerne desires the County to assist the city in the care, custody and support of Boerne's prisoners for the consideration and the term set forth herein; and

WHEREAS, County has a detention facility adequate to provide Boerne with such services and desires to assist Boerne in the care, custody and support of Boerne's prisoners for the consideration and term set forth herein; and

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 the Interlocal Cooperation Act will be a benefit to all the citizens of both Boerne and County; and

WHEREAS, Boerne, acting by and through its duly elected governing body has determined that it would be of material benefit to Boerne for the County to provide such services and has authorized this Agreement; and

WHEREAS, the Commissioners Court of County has authorized this Agreement and has passed an order allowing the Sheriff of Kendall County, Texas, to accept from duly authorized Boerne law enforcement officers all Boerne prisoners under the terms and conditions set forth herein;

NOW THEREFORE, be it resolved that the Commissioners Court of Kendall County and the City Council of the City of Boerne agree to enter into this Interlocal Agreement and the Parties agree as follows:

Section 1. DEFINITIONS

- a. "Boerne Prisoners" shall mean those persons charged with a violation of a City Ordinance and/or State laws that are classified as class "C" misdemeanors occurring within the jurisdiction of the Municipal Court of the City of Boerne;

Texas. The term also means any and all persons arrested within the territorial limits of the City of Boerne for a class "A" and/or "B" misdemeanor and/or felonies who have not been formally charged by a Judge or a Magistrate.

- b. "Contract Year" means October 1 of the year this Agreement is executed through September 30 of the following year. For any renewal term, Contract Year means October 1 of the year the renewal is executed through September 30 of the following year.
- c. "County Jail" means the County detention facility located at 6 Staudt St., Boerne, Texas 78006.
- d. "County Prisoner" shall mean any and all persons arrested within the territorial limits of the City of Boerne for a class "A" and/or "B" misdemeanor and/or felonies who have been formally charged by a Judge or a Magistrate.
- e. "Injured" and/or "Ill prisoner" means a Boerne prisoner who the County Sheriff and/or his officer in charge of admissions at the County Jail deem in need of medical attention prior to confinement.
- f. "Term" means October 1 through September 30 of the Contract Year.

Section 2. ACCEPTANCE AND CARE OF BOERNE PRISONERS

- a. The County agrees that the Sheriff of Kendall County will, during the Term of this Agreement, accept from any duly authorized Boerne law enforcement officer any and all Boerne Prisoners.
- b. The Sheriff of Kendall County will house, support, maintain and confine Boerne Prisoners in the County Jail subject to the orders of a duly authorized Judge or Magistrate.
- c. Boerne and the County agree that once a Boerne Prisoner is accepted and committed to the County Jail, the Sheriff or his officer in charge of admissions will release said Boerne Prisoner only when the discharge of the Boerne Prisoner is lawfully ordered or authorized by a Magistrate or Judge of any Court of competent jurisdiction.
- d. Nothing herein shall be construed to authorize or require the County or the County Sheriff to incarcerate or hold any person contrary to the Constitution and/or the laws of the State of Texas and the United States of America.

Section 3. DUTIES OF KENDALL COUNTY

County will provide housing for Boerne Prisoners in the County Jail twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

Section 4. FUNDING REQUIREMENTS, PAYMENTS AND ANNUAL REVIEW

- a. Boerne agrees to pay County thirty thousand, seven hundred and thirty-five dollars (\$30,735.00) for the herein described services. Payments shall be made in twelve monthly installments of two thousand, five hundred and sixty-one dollars, and twenty five cents (\$2,561.25) each, payable on or before the 15th day of each month, beginning October 15, 2017 with the final payment being due on September 15, 2018. (Note: The amount agreed to be paid by Boerne to County in this Agreement is based on County providing services to 683 Boerne Prisoners from May 1, 2016 through April 30, 2017 and a daily cost of housing each prisoner of \$45.00).
- b. On or before April 15 of the Contract Year, the Parties agree to review the number of Boerne Prisoners the County served from May 1 of the preceding calendar year to April 30 of the current calendar year. Should the number of prisoners served be different than the number projected in Section 4.a herein, the Parties agree to adjust the amount to be paid by Boerne to County based on the number of prisoners served for the renewal term of this Agreement.
- c. County agrees that during the confinement of any Boerne Prisoner in the County Jail, the County, acting by and through the County Sheriff and/or his officer in charge of admissions, will be responsible for the provision of necessary medical and dental treatment for all Boerne Prisoners should they become sick or injured or in need of medical or dental treatment while in the care and custody of the County Jail; provided that the cost of such medical and dental treatment incurred by County on behalf of Boerne Prisoners shall be the responsibility of Boerne. County shall send a statement of such expenses to Boerne within thirty (30) calendar days of occurrence and Boerne agrees to pay County such amounts within thirty (30) calendar days of receipt of the statement.
- d. Boerne agrees that all funds due under this Agreement shall be payable out of current revenues and that it shall set aside a fund sufficient to satisfy any obligation created by this Agreement. All payments due under this Agreement shall be delivered by Boerne to the County Treasurer at 201 East San Antonio, Boerne, Texas 78006.

Section 5. RENEWAL OR TERMINATION

- a. To renew this Agreement, County shall forward a statement of proposed costs to Boerne on or before July 1 of the Contract Year. The proposed costs for the next budget year will be based on the number of Boerne prisoners housed by the County from May 1 of the preceding calendar year through April 30 of the then current calendar year. Boerne shall notify the County Judge of County prior to August 1 of the Contract Year of whether the proposed costs are acceptable or not acceptable to Boerne.
- b. If such statement of proposed costs is acceptable to Boerne, the City Manager of Boerne shall notify the County Judge of County in writing on or before August 10 of the Contract Year that such proposed costs are acceptable and this Agreement will be renewed for another Contract Year and no action of

the governing body of Boerne or County will be required. If such statement of proposed costs is not acceptable to Boerne, the City Manager of Boerne shall notify the County Judge of County in writing on or before August 10 of the Contract Year that Boerne does not accept the proposed costs. The Parties agree to meet through respective representatives prior to August 20 of the Contract Year to resolve any differences concerning costs or other contract terms. If no agreement is reached on or before August 31 of the Contract Year, the Parties agree that this Agreement will terminate at the end of the Term.

- c. Either Party may terminate this Agreement for any reason by notifying the other party in writing at least ninety (90) days prior to the effective date of the termination of its intent to do so. Termination shall be effective at 5:00 p.m. on the 90th day following notice of termination subject to the following conditions: (1) Boerne shall arrange for all Boerne prisoners to be removed from the County Jail prior to such time; and (2) Boerne shall pay County all amounts due for services rendered by County up to the time of termination within thirty (30) days of the date of termination.

Section 6. INDEMNIFICATION

- a. **TO THE EXTENT ALLOWED BY LAW, COUNTY AGREES TO AND WILL INDEMNIFY AND HOLD HARMLESS BOERNE, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURY TO ANY PERSON OR ORGANIZATION BY REASON OF OR ARISING OUT OF THE NEGLIGENCE, MISCONDUCT, OR WILLFUL ACT OR OMISSION OF ANY OFFICER, AGENT, OR EMPLOYEE OF COUNTY THAT IS SUFFERED OR BROUGHT ABOUT AS A RESULT OF THE SUBJECT MATTER OF THIS AGREEMENT AND COUNTY AGREES TO PAY IN FULL ALL REASONABLE LEGAL EXPENSES, WHICH INCLUDES COST OF DEFENSE AND ANY AMOUNT AWARDED TO SUCH PERSON OR ORGANIZATION AGAINST BOERNE, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF ANY SUCH FUTURE CLAIM OR LEGAL ACTION.**
- b. **TO THE EXTENT ALLOWED BY LAW, BOERNE AGREES TO AND WILL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURY TO ANY PERSON OR ORGANIZATION BY REASON OF OR ARISING OUT OF THE NEGLIGENCE, MISCONDUCT, OR WILLFUL ACT OR OMISSION OF ANY OFFICER, AGENT, OR EMPLOYEE OF BOERNE THAT IS SUFFERED OR BROUGHT ABOUT AS A RESULT OF THE SUBJECT MATTER OF THIS AGREEMENT AND BOERNE AGREES TO PAY IN FULL ALL REASONABLE LEGAL EXPENSES, WHICH INCLUDES COST OF DEFENSE AND ANY AMOUNT AWARDED SUCH PERSON OR ORGANIZATION AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF ANY SUCH FUTURE CLAIM OR LEGAL ACTION.**
- c. **NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION, SHALL BE DEEMED AS A WAIVER OF ANY AND ALL PROTECTIONS AFFORDED THE COUNTY, BOERNE, THE BOERNE POLICE DEPARTMENT AND THE KENDALL COUNTY SHERIFF'S OFFICE UNDER THE CONSTITUTION OR LAWS OF THIS STATE OR THE UNITED STATES OF AMERICA.**

Section 7. MISCELLANEOUS

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Notices required herein shall be delivered to the following representatives of the parties at the locations indicated:

COUNTY
Darrel L. Lux
County Judge, Kendall County

201 E. San Antonio
Boerne, Texas 78006

BOERNE
Ronald C. Bowman
City Manager, City of Boerne

402 E, Blanco
Boerne, Texas 78006

EXECUTED IN DUPLICATE ORIGINALS ON THIS THE _____ DAY OF
_____ 2017.

KENDALL COUNTY

CITY OF BOERNE

Darrel L. Lux
County Judge, Kendall County

201 E. San Antonio
Boerne, Texas 78006

Ronald C. Bowman
City Manager, City of Boerne

402 E, Blanco
Boerne, Texas 78006



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 6/26/2017 OPEN SESSION	
SUBJECT	Airrosti Informational Workshops
DEPARTMENT & PERSON MAKING REQUEST	Michelle Lux, Benefits Coordinator, Human Resources
PHONE # OR EXTENSION #	830-249-9343 ext 601
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Consideration and action to allow representatives from Airrosti to present workshops for Kendall County employees relating to the prevention of musculoskeletal injuries and conditions caused by daily use of technology to include wellness activities.
REASON FOR AGENDA ITEM	To improve the health and wellness of Kendall County employees.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County employees
ADDITIONAL INFORMATION	Provide information to the Court about Airrosti and ask permission to allow employees to attend informational workshops to prevent injury. The workshops are onsite and can occur either during working hours or at lunch. Workshops and activities are free of charge.



(800)404-6050 • www.Airrosti.com

Prevention, Recovery, Education & Activity

We offer complimentary onsite education programs, such as lunch & learns, interactive workshops, and assessments, which all focus on educating your health plan members on musculoskeletal prevention and care.

For the included programs/presentations, Airrosti will create all promotional material at no cost to you.

Musculoskeletal Benefit Workshops

- **What is Airrosti?**

Introduction and education on Airrosti's outcome-based care, rapid recovery for common conditions and injuries, and resolution opportunities to help avoid surgeries, imaging, or other unnecessary care

Experience Airrosti Programs

- **Injury Assessment Day(s)**

Complimentary one-on-one assessments that include a thorough evaluation, injury education, recovery options and appropriate self-care exercises (*Approximately 15 minutes each*)

- **Experience Airrosti Day(s)**

Onsite Airrosti treatment experience for plan members currently in pain, with unresolved care, or facing surgery (*One hour treatment with each participant*)

Injury Specific Workshops

- **Back Pain & Spine Surgery Prevention**

Educational workshop focused on the causes of back pain, prevention, and conservative care to avoid high-tech imaging, injections, and surgeries (*Presentation-classroom format*)

- **Tech Neck**

Educational workshop that provides prevention, ergonomic and exercise strategies for the most common conditions caused by use of modern day technology (*Presentation-classroom format*)

Musculoskeletal Wellness Activities

- **Health on The Move**

Professionally guided group exercise and education class for common lower extremity musculoskeletal conditions (*Presentation-classroom format*)

- **Health At Your Desk**

Professionally guided group exercise and education class for common upper extremity musculoskeletal conditions (*Presentation-classroom format*)

- **We've Got Your Back**

Professionally guided group exercise and education class on the benefits of foam roller exercises to increase flexibility and core strength, while preventing low back pain (*Exercise class format*)

- **Foam Roller Clinic**

Professionally guided educational and interactive foam rolling class where you will learn how to use this valuable rehab tool and discover how using a foam roller can be an integral part of a healthy and active lifestyle (*Exercise class format*)

- **Lacrosse Ball Clinic**

Professionally guided educational and interactive lacrosse ball class where you learn how to improve your flexibility, increase blood flow & circulation and reduce injuries or pain (*Exercise class format*)

LOWERING HEALTH CARE SPEND WITH HIGH VALUE & IN-NETWORK MUSCULOSKELETAL ENGAGEMENT



Musculoskeletal Benefit Workshops

Introduction and education on Airrosti's outcome-based care, rapid recovery for common conditions and injuries, and resolution opportunities to help avoid surgeries, imaging, or other unnecessary care

What Is Airrosti

An onsite, educational program designed to introduce Airrosti as a solution for musculoskeletal pain and injury. Tailored to communicate Airrosti's evidence based care model, outcomes, and benefit details to employee population



Experience Airrosti Programs

Injury Assessment Day(s)

Complimentary one-on-one assessments that include a thorough evaluation, injury education, recovery options and appropriate self-care exercises
(Approximately 15 minutes each)

Experience Airrosti Day(s)

Onsite Airrosti treatment experience for plan members currently in pain, with unresolved care, or facing surgery
(One hour treatment with each participant)



Injury Specific Workshops

Back Pain & Spine Surgery Prevention

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Tech Neck

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Musculoskeletal Wellness Activities

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We've Got Your Back

Professionally guided group exercise and education class on the benefits of foam roller exercises to increase flexibility and core strength, while preventing low back pain
(Exercise class format)



Employee Communications

- Customized Benefit Announcements (emails, posters, mailers, table tents)
- Quarterly Accountable Care Reminders
- Mobile Engagement Tools



PATIENT CENTERED MUSCULOSKELETAL CARE THAT IMPROVES OUTCOMES, COST, & MEMBER EXPERIENCE

Accountable Care & Consistent Results



Standardized Clinical Pathways

- Strict Provider Vetting, Training, & Utilization Management
- Member Outcome & Experience Reporting
- Claim Analytics to Validate Lower Costs



Reducing Imaging, Surgeries, & Recovery Time

- Clinical Guideline Adherence & EBM
- One Hour 1-on-1 Patient Time
- Manual Therapy & Active Care vs. Passive Modalities

Collaboration & Member Engagement



Primary Care, ACO, & Specialty Partnerships

- Primary Care Co-Locations
- On-Site Health Clinics
- Spine & Orthopedic Micro Network Development



Member Engagement Programs — Reducing Prevalence & Incidence

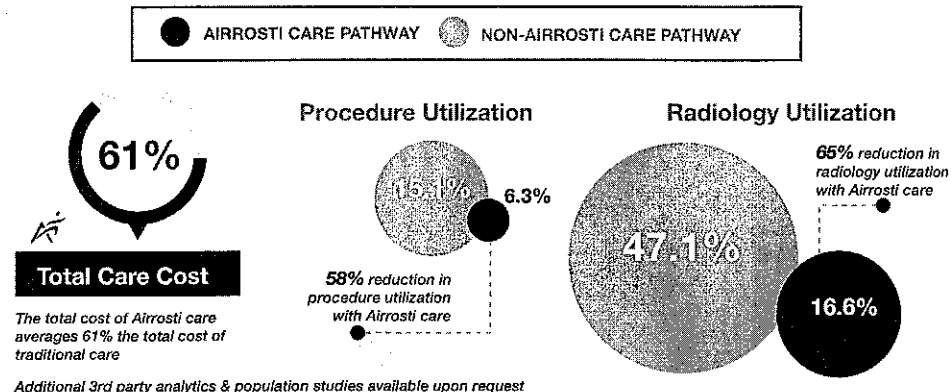
- Plan Member Outreach for Unresolved Cases
- Surgery Avoidance Solutions & Workshops
- Musculoskeletal Wellness & Activity Programs to Prevent Future Claims

ROI: High Value Member Outcomes, Claims Savings, & Reduction in Total Medical Spend

Patient Reported Outcomes

- Over 330,000 Patient Cases
- 3.2 Average Number of Visits
- 88.6% Reported Full Recovery
- Over 7,000 Surgeries Prevented
- Over 92% Reported No Need for Further Medical Care
- 99.6% Would Refer us to Friends & Family

AIRROSTI VALUE ANALYSIS: MILLIMAN MEDINSIGHT, 2015



Employer Case Study Energy Future Holdings

“As a result of our partnership with Airrosti, employees have reported rapid recovery from musculoskeletal injuries, and the company’s related costs have decreased 34 percent in that category of care.”

— Cyndie Ewert, Vice President
Total Rewards and HR Services

Patient Reported Outcomes Delivered in Real-Time · Claims Episode Reporting Delivered as Frequent as Quarterly in Coordination with Carrier &/or 3rd Party Analytics Provider



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 6/26/2017 OPEN SESSION	
SUBJECT	Stop the Bleed Training
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Emergency Management and EMS Administrator
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion and Action on allowing the Southwest Texas Regional Advisory Council (STRAC) to have several workshops to train all County Employees on Stop the Bleed.
REASON FOR AGENDA ITEM	This is a nationally recognized program designed to save lives.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	All employees with Kendall County
ADDITIONAL INFORMATION	There is no cost to deliver the course, we would set several sessions up over several dates. This would allow about 20 - 25 students per session, each lasting about one hour. We would set up enough to train all members of the County, both elected officials and employees.