



**NOTICE OF A WORK SHOP MEETING OF  
THE BRENHAM CITY COUNCIL  
THURSDAY, MAY 23, 2013 AT 8:30 A.M.  
SECOND FLOOR CITY HALL  
CONFERENCE ROOM 2-A  
CITY HALL  
200 W. VULCAN ST.  
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Tate**
- 3. Discussion and Overview of the Interlocal Agreements Between the City of Brenham and Washington County for Animal Control Services, Animal Shelter Services, and Animal Shelter Facility** **Page 1-3**
- 4. Discussion and Overview of the Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Fire Rescue Services** **Page 4-11**  
**EXHIBIT A – Page 26-59**
- 5. Discussion and Overview of the Interlocal Agreement Between the City of Brenham and Washington County for Library Services at the Nancy Carol Roberts Memorial Library** **Page 12-13**
- 6. Discussion and Overview of the Interlocal Agreement Between the City of Brenham and Washington County Related to the Operation of and Improvements to Linda Anderson Park** **Page 14-15**
- 7. Discussion and Overview of the Interlocal Agreement Between the City of Brenham and Washington County for Jail Services and 9-1-1 Emergency Communication Services** **Page 16-24**  
**EXHIBIT B – Page 60-62**

**Adjourn**

**Executive Sessions:** The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 – Consultation with Attorney, §551.072 – Real Property, §551.073 – Prospective Gifts, §551.074 - Personnel Matters, §551.076 – Security Devices, §551.086 - Utility Competitive Matters, and §551.087 – Economic Development Negotiations.

***CERTIFICATION***

I certify that a copy of the May 23, 2013 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on May 17, 2013 at ***11:52 A.M.***

***Amanda Klehm***  
Deputy City Secretary

**Disability Access Statement:** This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council and the Commissioners Court was removed by me from the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 at \_\_\_\_\_ AM PM.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



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<b>AGREEMENT:</b>	<b>Animal Control and Sheltering Services</b>
<b>CURRENT FUNDING:</b>	<b>\$ 65.00 per animal control call</b> <b>\$ 175.00 for each call related to an animal bite case</b> <b>\$ 3,800.00 per month for shelter services</b>
<b>EXPIRES:</b>	<b>June 30, 2013</b>

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We have scheduled Animal Control and Animal Shelter Services under one agenda item although they involve two separate interlocal agreements. Washington County chose to provide animal services to the rural areas of Washington County through an agreement with the City of Brenham.

The City operates the animal shelter facility and provides animal control services in a single budget. Animal Services organizationally falls under the management and supervision of the Police Chief.

On March 11<sup>th</sup>, we provided you a detailed update on work to achieve interlocal agreements on the two animal services agreements – Control and Shelter as well as the interlocal on Fire and Rescue Services. More on the Fire and Rescue Services when that agreement is discussed.

The March 11<sup>th</sup> memo is included in this agenda packet. We will focus in this report on what has happened since the March 11<sup>th</sup> memo was distributed to you.

As indicated in the previous memo, the animal services agreements are substantially complete with a favorable review and recommendation from the City-County ILA Task Force. In December, the City and County approved the animal control agreement eliminating the three free calls per month allowed in the previous agreement. The rate structure of \$65 per call for control services to the County and \$175 for each bite cases reasonably covers our cost of service so no modification was recommended for the Animal Control ILA.

The Task Force also reached an agreement on funding for shelter service based on the cost of the shelter operation. Both sides agreed to base funding on a cost per animal rate. Washington County animals accounted for 44% of the animals cared for at the shelter.

The Task Force agreed to a rate of \$103 per animal impounded or surrendered. That rate is based on the FY13 operating budget but does not address any future cost of a replacement shelter. The formula for arriving at the \$103 number involved taking our shelter operating budget and allocating 44% of the cost to the County and giving credit for some of the offsetting revenues to the shelter operation.

These two interlocal agreements, one for control and one for shelter, are the ones most ready for governing body action by the City Council and Commissioners Court.

The one factor that has not been resolved is the future animal shelter building replacement. Originally, we considered including the cost sharing arrangement for a shelter that serves both the City and County in the shelter interlocal. It is in the draft we sent out on March 11<sup>th</sup>; however, the County wants to pull it from the shelter services agreement and address it separately.

Some of the County officials have been reluctant to address a new shelter until an agreement is reached on the shelter and control interlocal agreements. As I shared with the shelter task force, it appears these two agreements are the most ready for passage.

The anonymous donor and the Shelter Task Force are seeking a \$1 million base line funding of a new shelter to match the donor's generous \$500,000 challenge gift. The donor and Shelter Task Force have committed to raise any additional funds required above \$1.5 million. Because the shelter intake over the past three years has been 56% city animals and 44% county animals, the original draft for a new shelter called for the \$1 million to be allocated \$560,000 to the City and \$440,000 to the County.

The Shelter Task Force is seeking the base line funding commitments from the City and County before moving forward with their fund raising efforts and before working with the City staff to refine the scope of the project. If this important topic is not addressed in the interlocal agreement, it should be addressed at the same time we are acting on the pending interlocal agreements in the month of June.

Councilmember Williams, the governing body's representative to the Shelter Task Force, wants to recommend the City Council approve a resolution of support for the project and the City's financial commitment to a shelter that serves the needs of both the City and County.

Since the shelter project is tied to our ongoing relationship with the County as it relates to control and shelter services, we should recognize it will change the landscape if the City ends up having to proceed with a new building alone. If a shelter is constructed without County participation in the capital cost of a new facility, it is absolutely essential the County recognizes the \$103 per animal cannot stay the same for an extended period. That rate only covers ongoing operations in our present facility and at our current budget.

Our staff is already evaluating our budget needs for shelter operations at the time a new larger shelter facility would come on line. The \$103 per animal rate is fair based on the current budget and is probably reasonable for an 18<sup>th</sup> month period. Future agreements will need to recognize that the cost to house animals at the shelter cannot be done for the \$103 rate.

How long to execute the shelter agreement needs to be resolved. The draft in the March 11<sup>th</sup> packet is for 18 months (July 2013 to December 2014). A longer time period may be desirable but the \$103 per animal is based on our current FY13 budget and we should be able to adjust the rate if the agreement is longer than 18 months.



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**AGREEMENT:**           **Fire Protection and Fire Rescue Services**

**FUNDING:**             **\$13,750.00**

**EXPIRES:**             **June 30, 2013**

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The Brenham Fire Department provides a substantial amount of fire and rescue services to Washington County under an interlocal agreement. In fact, one out of every five calls for service occurs outside the City of Brenham. The County's funding is at the rate of \$27,500 per year but the agreement for fire and rescue services was extended for only six months until June 30<sup>th</sup> while efforts were made to reach a longer more permanent solution.

If an agreement cannot be reached, there will need to be a temporary extension while details are worked out by the County on the new territorial boundaries for the volunteer departments taking over Brenham's rural areas. Then, all of the rural addresses with new volunteer department coverage will have to be updated in the City's Communications Department data base.

Brenham service responsibilities under the existing interlocal agreement include primary fire service responsibility for a 24 square mile area bordering Brenham, often referred to as District 5. It is a land area roughly twice the size of Brenham. Because we are centrally located in the County, we are the closest department to many of the volunteer agencies so we often respond to calls on behalf of these departments as well.

Lastly, the Brenham FD is the sole agency for Brenham and all of Washington County to handle rescue calls that involve vehicle wrecks, hazardous materials incidents and related calls. The rescue truck is scheduled for replacement next year at an estimated price of \$750,000. It is the only unit in all of Washington County equipped to handle these calls and our personnel are trained in operating the rescue equipment.

**Using A Cost Per Run Formula:**

Because of the success in reaching a possible accord on animal services based on a rate per call basis, we shifted our design of a funding formula for fire and rescue based on a cost per call. The March 11<sup>th</sup> memorandum we distributed to you earlier made an effort to generate a cost for fire service on a per run basis. We have copied that memo and inserted into this agenda packet.

At your workshop on May 23<sup>rd</sup>, Chief Boeker will make a presentation that summarizes what is included in the March 13<sup>th</sup> memo detailing the cost figures that were submitted. The final page of his report shows a projected cost of \$483 per call increasing to \$576 per call when the rescue vehicle is replaced. Based on last year's call load, the projected cost to the County for fire and rescue services under this cost per run numbers is \$52,650, increasing to \$62,782 when the rescue unit is replaced.

You can review the details of how the numbers were developed by reading over the March 13<sup>th</sup> memorandum again (see "EXHIBIT A" attached). Essentially, the components of the rate included a cost per run for the specific apparatus used on the call, direct labor on the call and a small percentage of cost associated with the volunteer pension program and the department's protective clothing.

Since the average length of a call in the County was 52 minutes, the numbers reflect the cost of service for a one hour call. No adjustment was made for calls lasting longer than that.

One significant factor that is not included in the March 13<sup>th</sup> memo numbers is a cost for standby or readiness. How labor costs are calculated in the formula has the biggest impact on the rate. The per run rates only include direct labor costs. Of the "billable rates" to the County, direct labor only accounts for roughly \$14,000.

The City's FY12 operating budget of \$1.435 million includes more than a million dollars in labor cost. It is expensive to have three and sometimes four staff members on duty 24 hours a day, seven days a week. In fact, if you take our direct budget of \$1.435 million and divide it into the total number of calls for 2012, our actual cost per run was \$2,462 and most of that cost is staffing 24/7. In fact, staffing cost for all runs in FY12 was \$1,805 per call. Direct labor for county calls average \$125 per run.

**Formula Based on Percentage of Budget Would Mean Significant Increase:**

Under all the scenarios discussed with the County since early in the process, the City has assumed responsibility for all standby and readiness and has not allocated anything to the County for that cost. If the City and County were to equally share in the cost of standby, the funding formula would be simply a direct percentage of the entire budget based on the percentage of calls in the City and in the County.

That is the formula that has been used by the City of Navasota in their deliberations with Grimes County over fire service. The Navasota Fire Department budget is roughly \$550,000 per year. As you have seen in recent news articles from our neighboring County, Navasota has sought funding of \$126,000 or 23% of their budget. The County offered two thirds of that amount at \$84,000. As recently as last week, the City of Navasota accepted the County's two-thirds counter offer compromise but limited it to a single year.

In our cost per run numbers of \$483 and \$576, no standby or readiness is included. It is the County's philosophy that since the City would not reduce our staff if no runs were made outside the city limits, then the County should only have to pay for actual labor when the City is making a County call. It is accurate that we would not reduce staff but it is equally true that the County materially benefits from having paid personnel on duty 24/7 responding to County calls immediately.

Obviously, it would be a non-starter from the County's point of view if the City were to take the Navasota approach to fire department funding. With a budget of \$1.4 million and call volume in the County of 20%, the County's allocation would be roughly \$290,000. Whether full funding of the County's share of the total Fire Department budget is considered or not, it is clear that the County's current funding of \$27,500 is unacceptable. That is the yearly amount inserted into the temporary six month extension of the fire and rescue interlocal which must be addressed by the end of next month.

**The County's Response To the Per Run Formula From March 13<sup>th</sup>:**

The County has responded to the March 13<sup>th</sup> calculations of \$52,650 and \$62,782 figures contained in March 13<sup>th</sup> data. To ensure the County understood the components of the per run calculations, the County Judge received a personal briefing of what was included and excluded from the numbers. Despite the fact that the calculations only included direct labor when actually on a county run and the County benefited with no standby or readiness factored in, the County rejected the material and presented their version of a counter-proposal.

The County agreed with portions of the March 13<sup>th</sup> data but made several substantive changes. Those changes resulted in an offer of roughly \$38,000. The Judge indicated he preferred to continue having City fire and rescue services as currently delivered but he felt the service was only worth \$38,000.

The Judge was very specific about what changes he wanted to see and those will be outlined below.

First, he wanted the funding fixed without allowing an increase when the City purchases a new vehicle. However, the vehicle's cost is used in the formula to generate that portion of the per run cost. Chief Boeker will make a brief presentation during the Council workshop on May 23<sup>rd</sup> explaining the funding formula and how it changes upon purchase of a replacement vehicle.

Secondly, The County wants to eliminate all consideration of funding of the cost of two very important line items to the budget...volunteer pension (\$65,000) and firefighter protective clothing (\$35,000). The funding formula presented to the County sought roughly 10% of that cost or \$10,000 from the County. Based on roughly 100 county runs each year, the formula sought \$100 per run for these budget line items. Since the City actually makes 20% of its calls in the County, we could have considered \$200 per run for these important line items.

Apparently, basing one component of the cost per run on a direct percentage of a couple of line items of the budget was deal stopper to the County. They wanted that amount completely removed from consideration. The volunteers are an integral part of our fire service and should be recognized in the funding formula to the County.

The third reduction in the funding formula sought by the County is a 50% discount in the per run rate for calls that are cancelled in route. Since services are cancelled before arriving at the scene, it is the only counter-proposal that staff feels has any logic in being considered. We did not include it in the March 13<sup>th</sup> proposal since we were basing the numbers on the average length of runs (just under an hour) and did not include times that BFD was on a call for more than an hour. Again, no funding was included for standby or readiness.

There were many line items of the budget that were excluded from the March 13<sup>th</sup> per run calculation. For example, the utility bill for the Fire Station is \$48,000 per year but that would not decrease if our calls were reduced by the 100 county runs each year. And although the pension for the volunteers would still be paid and the protective clothing replacement purchases still would be made whether or not we made a county call, it just seemed right to allocate a portion of those line items to the county funding formula.

**Council Direction Needed On What To Include:**

The workshop on May 23<sup>rd</sup> will be an opportunity for the full City Council to weigh in on what you feel is a fair and equitable amount to compensate the City for fire and rescue services to Washington County. The City Attorney, City Secretary and I will draft a final proposed interlocal agreement for fire and rescue services to have you vote on at the first Council meeting in June and then submit to the County for consideration.

The City and County have been far apart when suggesting an appropriate level of funding for service outside our jurisdiction. The County can and should be consulting about the funding of these services but ultimately the City Council decides what you believe is the fair and equitable level of funding. The County then can decide if they want the City to provide that service to their citizens.

### Cost of Service on Per Run Basis By Apparatus

Current Equipment	Rescue 1	Engine 4	Booster 1	Average Cost Per Column	Calls for Service	Cost Per Apparatus	Labor*	10% of Clothing & Pension Cost	Total Cost Per Run
Rescue Calls	Rescue 1	Engine 4	Booster 1		34	\$362.00	\$150.00	\$100.00	\$612.00
Structure Fires	Engine 4	Engine 4	Booster 1		33	\$230.00	\$150.00	\$100.00	\$480.00
Wildland/Grass	Booster 1	Booster 1	Booster 1		42	\$206.00	\$75.00	\$100.00	\$381.00
<b>Average Cost Per Column</b>						<b>\$266.00</b>	<b>\$125.00</b>	<b>\$100.00</b>	<b>\$491.00</b>

\* The Brenham Fire Department had 583 calls in 2012 of which 109 were in the County (19%)

Replacement Rescue Truck	Rescue 1	Engine 4	Booster 1	Average Cost Per Column	Cost Per Apparatus	Labor*	10% of Clothing & Pension Cost	Total Cost Per Run
Rescue Calls	Rescue 1	Engine 4	Booster 1		\$660.00	\$150.00	\$100.00	\$910.00
Structure Fires	Engine 4	Engine 4	Booster 1		\$230.00	\$150.00	\$100.00	\$480.00
Wildland/Grass	Booster 1	Booster 1	Booster 1		\$206.00	\$75.00	\$100.00	\$381.00
<b>Average Cost Per Column</b>					<b>\$365.00</b>	<b>\$125.00</b>	<b>\$100.00</b>	<b>\$590.00</b>

#### Apparatus Cost

Included in the cost per hour is depreciation, fuel cost, repairs and maintenance cost and vehicle insurance cost,

#### \* Labor Cost

The \$150 includes 2 FF per Apparatus with 1 hour on scene and 1 hour clean up at the station with 4 FF  
 The \$75 includes 1 FF per Apparatus with 1 hour on scene avg./ 1 hour clean up at station - 2 FF  
 \$25 per hour per FF  
 Station Shift = 4 on duty  
 Booster 1 is smaller truck and takes less to clean up

#### Rescue Calls

Division 5 had 5 rescue calls with cutters, spreaders, power unit used 5 times  
 Division 6 had 16 rescue calls with cutters, spreaders, power unit used 10 times  
 Division 5 & 6 had 28 total rescue calls with 7 canceled in route  
 Division 5 had a total of 41 calls & Division 6 had a total of 68 calls - Totaling 109 calls

#### Pension / Bunker Gear

Took budget numbers from Vol. Pension (65,000) and Clothing/Bunker Gear (32,000)  
 Add together, times 10% and divide by number of runs (100 avg. runs)

**Cost of Service by Call Type**

Current Equipment	% of Calls by Type	2012 Calls in County	Cost per Apparatus	Average cost per run based on actual County Calls
Rescue Calls	31%	34	\$612.00	\$20,808.00
Structure Fires	30%	33	\$480.00	\$15,840.00
Wildland/Grass Fires	39%	42	\$381.00	\$16,002.00
<b>Total</b>	100%	109		<b>\$52,650.00</b>

Replacement Rescue Truck	% of Calls by Type	2012 Calls in County	Cost per Apparatus	Total Cost	Average cost per run based on actual County Calls
Rescue Calls	31%	34	\$910.00	\$30,940.00	
Structure Fires	30%	33	\$480.00	\$15,840.00	
Wildland/Grass Fires	39%	42	\$381.00	\$16,002.00	
<b>Total</b>	100%	109		<b>\$62,782.00</b>	<b>\$576.00</b>

**Call comparison from previous years to date**

Year	Total Calls	County Calls	% of Calls	Budget	Cost per Call
2012	583	109	19%	\$1,435,398.00	\$2,462.09
2011	584	117	20%	\$1,384,871.00	\$2,371.35
2010	446	84	19%	\$1,336,169.00	\$2,995.89
2009	404	84	21%	\$1,355,591.00	\$3,355.42
2008	409	81	20%	\$1,112,603.00	\$2,720.30

### Summary of Cost with Actual Calls

	Cost per Apparatus	2012 Calls in County	Calls on Scene	Calls Canceled in Route	All Calls same price Total Calls	On Scene Calls	Canceled in Route 1/2 price
<b>Current Rescue Truck</b>							
Rescue Calls	\$612.00	34	27	7	\$20,808.00	\$16,524.00	\$2,142.00
Structure Fires	\$480.00	33	27	6	\$15,840.00	\$12,960.00	\$1,440.00
Wildland/Grass Fires	\$381.00	42	38	4	\$16,002.00	\$14,478.00	\$762.00
<b>Average Cost for Apparatus</b>	<b>\$491.00</b>	<b>109</b>			<b>\$52,650.00</b>	<b>\$43,962.00</b>	<b>\$4,344.00</b>
						<b>\$48,306.00</b>	
<b>New Rescue Truck</b>							
Rescue Calls	\$910.00	34	27	7	\$30,940.00	\$24,570.00	\$3,185.00
Structure Fires	\$480.00	33	27	6	\$15,840.00	\$12,960.00	\$1,440.00
Wildland/Grass Fires	\$381.00	42	38	4	\$16,002.00	\$14,478.00	\$762.00
<b>Average Cost for Apparatus</b>	<b>\$590.33</b>	<b>109</b>			<b>\$62,782.00</b>	<b>\$52,008.00</b>	<b>\$5,387.00</b>
						<b>\$57,395.00</b>	
<b>County Counter Offer</b>							
<i>less \$100 for 10% recovery cost of Vol. pension and Bunker gear</i>							
<b>Apparatus</b>		<b>County</b>	<b>On Scene</b>	<b>Canceled in Route</b>	<b>Half Price for Canceled in Route</b>	<b>On Scene Calls</b>	<b>Canceled in Route 1/2</b>
Rescue Calls	\$512.00	34	27	7	\$256.00	\$13,824.00	\$1,792.00
Structure Fires	\$380.00	33	27	6	\$190.00	\$10,260.00	\$1,140.00
Wildland/Grass Fires	\$281.00	42	38	4	\$140.50	\$10,678.00	\$562.00
<b>Average Cost for Apparatus</b>	<b>\$391.00</b>	<b>109</b>				<b>\$34,762.00</b>	<b>\$3,494.00</b>
						<b>\$38,256.00</b>	



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<b>AGREEMENT:</b>	<b>Library Services</b>
<b>CURRENT FUNDING:</b>	<b>\$ 2,500.00 per month Capital improvements shared equally (50%)</b>
<b>EXPIRES:</b>	<b>June 30, 2013</b>

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The public library in Brenham has been in operation for more than 100 years. Originally started by the Fortnightly Club, the City now operates and maintains the Library. The Fortnightly Club is still very involved in the Library by having seats on the Library Advisory Board and by holding its annual fund raising book sale.

The Library receives some operational funding from Washington County. It is not clear how the funding level was originally determined. The current funding is \$30,000, which is roughly 7% of the total operating budget of \$427,541. There is similar language in the library interlocal as is in the park interlocal calling for the County to share in capital improvements 50/50 but it has to be approved in their operating budget.

As you know, there has been discussion in recent years of the need for a new library or, at the very least, a major renovation and expansion. During a recent Library Advisory Board meeting, the County's designated representative to the Board clearly outlined the County's position with respect to a major library upgrade. Commissioner Zeb Heckman advised the Library Board that the County did not favor a major library construction project and would not participate in its funding.

While Commissioner Heckman made clear the County's position on a library facility, the funding for operational support is somewhat unclear. Apparently, the County is OK with funding a contribution to the library operations rather than being a full participant in the operation of the facility that serves the entire County.

In fact, County utilization of the Library is significant with roughly 50% of the library patrons living outside the city limits. If county funding was based on utilization, the amount of funding should be more in the range of \$200,000. Given the amount of County usage, the \$30,000 is more of a gift or contribution than a full partnership in a city-county library.

The Texas State Library and Archives Commission recommend standards for library accreditation. Library accreditation is necessary for state library grants. Of course, with state funding cutbacks library grants are extremely limited. The standards involve such things as spending for library staffing, hours of operations, numbers of circulation materials, etc. Because of county funding to the City of Brenham, the State considers our Library a county-wide library.

The current funding level does not relate to the utilization by county residents who do not reside in Brenham.



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<b>AGREEMENT:</b>	<b>Linda Anderson Park</b>
<b>CURRENT FUNDING:</b>	<b>\$ 17,500.00</b> <b>Capital improvements shared equally (50%)</b>
<b>EXPIRES:</b>	<b>June 30, 2013</b>

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The Linda Anderson Park Interlocal Agreement did not get discussed during the City-County Interlocal Agreement joint meeting last December. It was extended for six months and is set to expire June 30<sup>th</sup>.

The current funding level is \$35,000, which generally represents one-half of the operating cost associated with the Park. Linda Anderson Park was jointly owned by the City and County until the County conveyed its interest in the Park in exchange for deeding the City's interest in the Faith Mission Public Health Clinic (formerly the Brenham Police Department).

Although the City owns the property outright, no change was made to the current interlocal agreement that calls for the County to fund 50% of the operational support of the Park. The agreement also calls for the County to pick up half of the capital cost for park improvements but it has to be approved in their normal budget process. The City and County has jointly funded fencing improvements in recent years at the Park. As you recall, BCDC funded major park improvements during the current fiscal year.

The Park was originally jointly developed and in 1988 the City Council and Commissioner Court met and each governing body named two fields. As the fairgrounds expanded, one of the County maintained softball fields on the complex needed to be relocated.

The County does not participate in funding in any other parks and recreation facility or its operating cost. One parks and recreation area the County did make a contribution to the development of the Blue Bell Aquatics Center, according to one of the County Commissioners. During the most recent meeting of the Animal Shelter Task Force, Commissioner Fuchs said the County was almost tar and feathered by County constituents for the County's funding of a \$100,000 contribution to the new facility.

If county funding of parks operations is limited to participation in Linda Anderson Park operations, the \$35,000 is a fairly reasonable number to include in the proposed interlocal agreement.



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<b>AGREEMENT:</b>	<b>Jail Services and 9-1-1- Emergency Communication Services</b>
<b>CURRENT FUNDING:</b>	<b>No funding provided; exchange of services</b>
<b>EXPIRES:</b>	<b>December 31, 2013</b>

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The City and County entered into the current “jail for dispatch” barter arrangement in 1995. The City ceased operation of its holding facilities within the Police Department building and the County stopped its dispatch operation for County agencies at that time as well.

The arrangement has worked well for both entities in terms of service delivery. However, there has not been any significant discussion about whether the exchange of services is fair and equitable to both organizations in terms of cost.

In 2010, the City prepared a comprehensive report that attempted to quantify the amount of service each agency was receiving and assign a dollar value to it. During the 2010 round of reviews of interlocal agreements, this agreement was extended without a discussion of the analysis.

The 2010 analysis has been updated using statistics from calendar 2012. As the attached document shows, the County is still receiving significantly greater value than the City in the jail for dispatch exchange. In short, Washington County is receiving significantly more communications services than the City of Brenham is receiving in jail services.

As the report indicates, the purpose of the analysis is not to attempt to modify the way service is rendered in any way. The County is equipped and trained to operate a jail facility and the City is trained and equipped to provide emergency communications. The report is only intended to value the services being performed to determine whether or not the exchange of services is equitable.

That information is critical in evaluating the fairness and equity in the barter arrangement for these essential public services.

An analysis for the City Council of the City of Brenham

May, 2013

# Jail Service/ Emergency Communications Agreement Analysis

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## Background

In May 1995, Washington County and the city of Brenham entered into an agreement for the County to provide jail service to the City in exchange for the City handling the County's emergency communications. The City closed its municipal holding cells and the County closed its dispatch operations for County Departments. The City was able to forego replacing or refurbishing its jail cells in the Police Station and the County was able to eliminate communications staff and equipment in favor of having a city dispatch operation for their emergency services and county departments. To clarify what constitutes a "city prisoner" vs. a prisoner who is the responsibility of the county, advice from the City Attorney was sought (see attached "EXHIBIT B"). He has advised that the County has the responsibility of accepting for incarceration persons arrested for state statutes and city ordinances that implement state statutes when a commitment order has been issued for the arrested individual.

In 2012, Brenham Police Department arrested 1273 individuals. Of those arrested, 805 (63%) involved Class A or B misdemeanors or felonies while 468 (37%) involved Class C arrests. Only 15 (3.2%) of the 468 Class C arrests were for purely violations of City ordinances. The City Attorney has also advised that the City is responsible for persons arrested for alleged crimes until they have been seen by a magistrate. That typically happens within a 24 hour period but must occur within 48 hours. The analysis below takes into account these responsibilities when evaluating how much cost to assign for the Brenham PD case load. We have clarified with the City Attorney that the alleged offender's place of residence has no bearing on the responsibility for incarceration.

## Jail Service

Between January 1, 2012 and December 31, 2012, the City of Brenham Police Department made 1,273 arrests, of which 468 (37%) were class "C" offenses or municipal level charges. If all 468 arrestees had chosen to pay their fines, it would have resulted in municipal court revenue of \$137,858. Each inmate received \$50 credit per day for staying in jail. This credit is deducted from their fine.



Given that \$137,858 worth of fines were replaced by jail time at a rate of \$50 per day, the 468 arrests resulted in a cumulative total of 2,757 days served in the county jail for class "C" offenses. That is, each of the 468 inmates spent an average of approximately 5.89 days in jail during the 2012 calendar year.

In 2010, Washington County charged other counties a fee of \$35 per day, per inmate, housed in the county jail. Using the 2010 rate, the City possibly could have paid the County \$96,495 for the 2,757 cumulative days served as a result of Class C arrests made by the City of Brenham Police Department. However, state law makes cities only responsible for Class C arrests from purely city ordinance violations. That only involves 15 arrests or 3.2% of all Class C cases.



The City surveyed several jail operators recently to obtain an average daily jail rate being charged. The surveyed average was \$47 per day. If the daily jail charge was to increase from \$35 per day to \$50 per day, the city possibly could have paid the county \$137,850 for the 2,757 cumulative days served as a result of arrests made by the City of Brenham Police Department.



In addition to Class C offenses, the City is responsible for any arrest until a prisoner appears before a magistrate judge to enter a plea. It must be done within 48 hours; most occur within 24 hours. Allowing for the time between arrest and appearing before a magistrate, the City's financial responsibility would have been \$80,500 (805 cases X \$50 per day X 2 days).



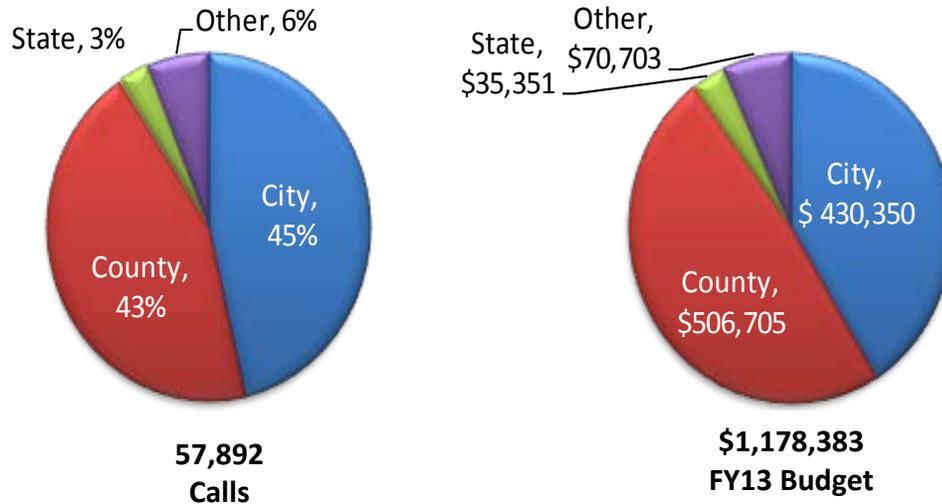
**City Responsibility**

The City is only legally required to handle incarcerations for city ordinance violators. The Class C cases involving only city ordinance violations amounted to 15 cases and 51 days of jail time. At a rate of \$50, the City’s financial responsibility would have been \$2,550. Additionally, the City responsibility for arrests before appearing before a magistrate usually in handled within a day. Therefore, we have calculated the non-city ordinance arrests of 1,258 (1273-15) for one day at \$50/day or \$62,900.



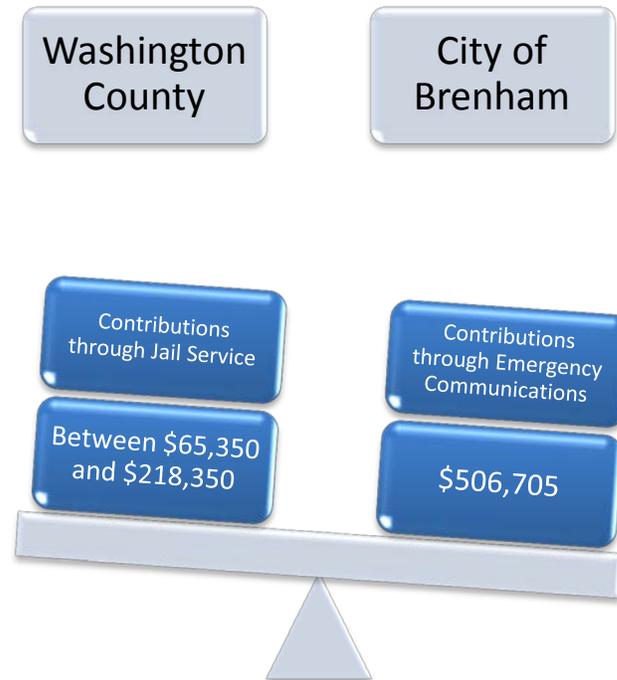
## Emergency Communications

In calendar year 2012, the City handled 27,897 calls for emergency services for its own residents, 25,126 for residents in the County, 1,576 for State agencies, and 3,293 for non-city, non-state, and non-county agencies. In other words, the City accounted for approximately 48% of all emergency service calls; the County accounted for approximately 43% of all emergency service calls; the State agencies accounted for 3% of all emergency calls; and other agencies accounted for approximately 6% of all emergency service calls.



Currently, the city has budgeted \$1,178,383 for emergency communications. If the budget were divided based on usage, the City would be responsible for \$565,624, the County would be responsible for \$506,705, and the other agencies would collectively be responsible for \$106,054.

## Comparison and Conclusion



In terms of the current arrangement, the City is receiving jail service collectively valued at \$218,350 at a rate of \$50 for a County's daily jail service fee. The County is receiving emergency communications services valued at \$506,705. Because of County responsibility for most Class C misdemeanors, the City's share of jail costs could be as little as \$65,350.

The current barter arrangement of county-provided jail service for the city's class "C" jail time plus all police department arrests in exchange for city-furnished emergency communications is not roughly equivalent in value. Washington County is receiving roughly more than twice the value of service as the City of Brenham. When compared to the city's legally required responsibility, the disparity is even more glaring.

It makes the jail-for-dispatch arrangement only slightly less inequitable if the City is recognized for the fact that we provide dispatch services to Washington County EMS. The EMS Department is the third heaviest user of communications service at Brenham Emergency Communications, and it is the communication service that typically requires the greatest amount of operator time and specialized training. EMS accounts for 9% of all calls for service dispatched. Its proportional share of the Communications budget would be \$106,000.

In conclusion, this report should not be interpreted as a recommendation to change the status quo, as it relates to who provides what service. The current system works well for the City to handle all emergency communications and the County to handle all jail service needs.

This report is only intended to address the relative cost of providing the services. The City makes no assumption that the \$50 daily jail rate is appropriate. The City recognizes that this is the current rate, and the City has allowed for an adjustment in the comparison.

City and County elected officials should not read into this report that city staff is recommending a change in the current method of delivering jail and dispatch services. In fact, staff recommends retaining the current service delivery method. Through this report, staff has attempted to fairly assess the relative cost of providing the services.

## Appendix A – Emergency Communications Data

Response Unit	Number of Calls	Percent of Total
<b>City</b>	<b>27,897</b>	
Brenham Police Department	25,272	43.65%
City of Brenham Utilities	869	1.50%
Brenham Animal Control	940	1.62%
Brenham Fire Department	612	1.06%
Citizens on Patrol	91	0.16%
City of Brenham Marshal Office	106	0.18%
Brenham Emergency Communications	7	0.01%
<b>County</b>	<b>25,126</b>	
Community Emergency Response Team	3	0.01%
Washington County Sheriff's Office	18,070	31.21%
Washington County EMS	5,239	9.05%
Washington County DA	13	0.02%
Washington County Co-Op	30	0.05%
Washington County Road & Bridge	10	0.02%
Washington County Precinct 1	53	0.09%
Washington County Precinct 2	1,134	1.96%
Washington County Precinct 3	27	0.05%
Washington County Precinct 4	56	0.10%
Chappel Hill Fire Department	84	0.15%
Washington Fire Department	39	0.07%
Meyersville Fire Department	60	0.10%
Burton Fire Department	71	0.12%
Salem Fire Department	50	0.09%
Gay Hill Fire Department	37	0.06%
Prairie Hill Fire Department	43	0.07%
Berlin Fire Department	58	0.10%
Rocky Creek Fire Department	32	0.06%
Latium Fire Department	17	0.03%
<b>Other</b>	<b>4,869</b>	
Texas Highway Patrol	1,545	2.67%
Burton Police Department	1,039	1.79%
Blinn Jr. College Police Department	2,123	3.67%
Texas Parks & Wildlife/State Park Rangers	31	0.05%
Texas Alcoholic Beverage Commission	128	0.22%
Scott & White	3	0.01%
<b>Total</b>	<b>57,892</b>	<b>100.00%</b>

# EXHIBIT A



To: Mayor and City Council  
From: Terry K. Roberts, City Manager   
Subject: City-County ILA Update – Animal Services & Fire/Rescue  
Date: March 11, 2013

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This memorandum is intended to update you on three City-County interlocal agreements. The report addresses: animal control, animal shelter and fire/rescue. Attached to this memorandum is support material associated for the animal services ILAs as well as a memorandum from Fire Chief Ricky Boeker explaining a funding formula for fire and rescue based on a cost per run or call.

Mayor Tate and Judge Brieden have met several times since December on the topic of interlocal agreements specifically concentrating on animal services as well as fire service. As they formulated a general concept or framework, they then scheduled meetings with the members of the ILA Task Force.

The City and County Task Force members recently met to work through details of the animal shelter and animal control services agreement. It is further along in its review than the fire and rescue ILA. We are working out specific wording in the actual ILA documents for shelter and control but still some work is needed on the wording of the capital upgrade of a new shelter. Dialogue has just gotten underway regarding fire and rescue services.

The City and County did not reach an agreement on the level of funding for fire and rescue service in the rural areas of Washington County. Each entity came to the discussion with different funding formulas for an annual allocation in the budget. The existing Fire and Rescue ILA was extended for six months to allow further time to work on a fair and equitable funding methodology. If it remained unresolved after a six-month review, there would need to be a period of time to unwind the current operation because of the complexity of changes required to the emergency communications system.

#### Funding Based On A Unit Cost:

Instead of basing our funding for services in the County on a lump sum annual figure in the budget, we have modified our approach. Beginning with the review of animal shelter ILA, we have based our calculations for funding on a unit cost rather than a percentage of the City's budget. Of course, the unit cost still relates back to the budget itself.

#### Funding Formula For Animal Services:

Using a unit cost figure is more precise as funding is based on actual usage. In the case of animal shelter services, the proposal is based on what it costs the City to house an individual animal at the shelter. Over the past three years, 44% of the animals at the shelter were County animals.

For example, the County had been budgeting \$45,000 each year for shelter operations and it had remained that for the past five years. Based on budget costs to operate the shelter, the unit cost to care for each animal in the shelter is \$103. The number of county animals housed at the shelter on average for the last three years is 740. Utilizing the \$103 per animal figure, the County's funding would be \$76,220 based on current intake. By using a unit cost figure, if utilization increases, the funding increases and if it decreased, the funding will decrease. We also have a formula that allows the cost per animal to change as costs change.

The animal control agreement is relatively unchanged in terms of the per call rates of \$65 for non-bite cases and \$175 for bite cases. A major change added to the agreement that started in January 2013 was the elimination of the three free calls per month. We did not make a change to the per call rate for control. It was last increased two years ago and appears to be in line. Salary and fringe benefit cost for an employee is roughly \$22 per hour with about half of the bite case calls being handled after regular hours and about one-third of non-bite cases on nights or weekends.

Directly behind this memorandum is the support material for animal services funding including (1) a single page narrative dealing with the funding formula for animal services; (2) a three year recap of animal control and animal shelter utilization; and, (3) draft ILA agreements for both control and shelter.

### Fire Funding Formula Changed To Cost Per Run:

With substantial progress being made on the County's funding of animal shelter/control based on a per call or per animal calculation, we shifted our thinking on the method of funding fire and rescue service. If you recall, originally we proposed the County pay direct labor costs for the actual time on a call.

The second component was for the County to pay 20% of all the non-personnel line items of the budget since consistently 20% of the fire and rescue calls made by BFD are in the County. Thirdly, when fire apparatus used in both the City and County were to be replaced, the City formula called for the County to pay 20% of the replacement cost.

In a separate document attached to this memorandum, Fire Chief Boeker outlines how he arrived at a cost per run based on the City's actual cost of service. There are three primary pieces of fire apparatus used in County calls and each has a different cost of operation. Engine 4 is the primary apparatus for structure fires, Rescue 1 for rescue calls, and Booster 1 for grass/wildfires.

The formula can be adjusted annually or at the time of extension of the interlocal agreement. The formula accounts for the replacement cost of apparatus but also builds into the rate the original cost of existing apparatus. Other components in the per call cost includes labor, vehicle repairs, fuel, insurance and other consumable line items from the budget. While we have different rates for the different apparatus, the City-County Task Force prefers to develop a single blended rate that accounts for usage of all three units.

One of the three primary units used in both City and County calls is the rescue unit. It is scheduled for replacement in the upcoming budget. Replacement of the rescue truck and its related equipment is expected to cost \$750,000. Based on the funding formula for that unit, the cost per run will increase roughly \$300. Since the rescue unit accounts for roughly one-third of the County calls, the blended increase in the County rate would be approximately \$100.

The Mayor has presented the proposed funding formula calculations to the County Judge for his study and consideration. The City-County Task Force have not discussed the specifics of the funding formula...only that coming up with a cost per run is preferable to an annual budget number regardless of the calls made in the County. They also addressed mutual aid which is addressed later in this memorandum.

### The County Can Decide Who To Provide Their Service:

Knowing the City's cost per run rates, the County can determine what level of service they want to receive from Brenham Fire Department and what service they want from the rural volunteer fire departments. Currently, Brenham is the rescue service provider for the entire County, the primary fire service provider in District 5 (24 square miles around Brenham) and automatic mutual aid fire response to portions of the territory of several volunteer departments. Under these response protocols, the call volume is consistently 20% of our total call volume.

Offering fire and rescue service calls on a per call basis, gives the County an opportunity to decide how much Brenham fire and rescue service the County wants to secure. The County should be the one to decide what they want for their citizens if the City is willing to provide the service.

### Addressing Mutual Aid:

One topic that came up during the joint meeting of the City Council and Commissioners Court in December was mutual aid. Currently the City covers 111 square miles of automatic mutual aid to neighboring departments. That means that now, under current protocols, Brenham rolls to a number of rural calls in the coverage area of neighboring volunteer department territories when Brenham is the next closest department. Many times Brenham arrives first on the scene. Sometimes Brenham is not needed and the call can be handled effectively by the rural volunteer department.

The County could reduce their call load by discontinuing the automatic mutual aid response. We are willing to continue to make those calls but the County has the ability to reduce the call volume with a change in protocols. During our discussions with the County, we also touched on the existing agreement for true mutual aid calls. These are the calls made when the initial responding department needs the assistance of a neighboring department.

Whether the Brenham Fire Department responds immediately to a county call (a first out response) or waits until they are requested in a true mutual aid call situation, the City still has the same cost in providing that call. For that reason, the Task Force will be recommending that all departments be compensated for mutual aid calls.

We think that is only fair since the City typically makes roughly 20 mutual aid calls compared to only three or four a year by the volunteer departments into the City. The City Task Force members have taken the position that the City should compensate the volunteer departments for their mutual aid calls assisting Brenham just like we expect funding for calls made by Brenham to the territory for which the County is responsible. This would apply to all calls whether a first out response or traditional mutual aid call.

Work Still To Be Done:

Details of how the per call billing will be handled have not been worked out. The Task Force has not met to discuss the funding formula but it is our best calculation for being compensated fairly for the calls Brenham makes into the County.

We wanted to provide you an update on the interlocal agreement process and give you an opportunity to review the analysis Chief Boeker assembled on our cost of service for fire and rescue. After you have had an opportunity to review the material, Ricky and/or I will be glad to discuss it with you at your convenience.



## Animal Control/Animal Shelter Funding Formula

**Introduction:** There are separate interlocal agreements for animal control and animal shelter. Control funding is based on \$65 for a regular call and \$175 for each bite case. Current rates established in 2010 and remain close to actual cost.

County funding for their use of the Shelter is \$45,600 and covers 24% of shelter operating cost. It has remained the same for five budget years. The funding formula should be based either on the actual number of county animals taken in or the percentage of county animals taken in. The funding should be adjusted every renewal period.

### **Animal Shelter Funding Formula Numbers:**

Total # of Animals Surrendered or Impounded (avg. last 3 yrs): 1,686  
County Animals Surrendered or Impounded (avg. last 3 yrs.): 740  
County's Share of Animals (avg. last 3 yrs): 44%  
Total shelter workload each month: 140

Shelter Portion of Total Budget: (62.5% of FY13 Budget) \$191,524  
Shelter Cost per Animal: (\$191,524 (shelter cost / 1,686 case load) = \$113.60  
County's Share of budget based on 44% of Shelter Work Load: \$84,271

**Recommended Funding Level: \$84,271 (44% of the Shelter budget) or \$113.60 per animal.**

**Revenue Offset:** City generates fees from adoptions, impoundment fees, and city licenses. Excluding city dog licenses, the other revenue sources have generated an average of \$18,397 in the last two yrs. A 44% share of this revenue offset would be \$8,095. If the revenue offset is used in the calculation, the County's share would be reduced to **\$76,176 or roughly \$103 per animal.**

**Shelter Expansion & Renovation Or Replacement:** None of the costs mentioned above include capital upgrades at the shelter. Preliminary sizing of a shelter to serve city and county needs is roughly 10,000 square feet at a cost of approximately \$1.5 million.

Annual debt service cost for such a facility would be approximately \$100,000 per year for 20 years. If the cost is reduced to \$1 million because of donations, the annual debt service cost would be \$65,000 per year for 20 years. The 44% allocation would be \$44,000 and \$28,600 respectively on an annual basis.

1

### 3 Year Recap of Animal Control/Shelter

#### Animal Control

Year	County Call Outs "NonBites"	Rate	Total	County Bite Cases	Rate	Total
2010	91	\$ 65.00	\$ 5,915.00	34	\$ 175.00	\$ 5,950.00
2011	84	\$ 65.00	\$ 5,460.00	17	\$ 175.00	\$ 2,975.00
2012	59	\$ 65.00	\$ 3,835.00	31	\$ 175.00	\$ 5,425.00
3 Year Average	78	\$ 65.00	\$ 5,070.00	27	\$ 175.00	\$ 4,783.33
						\$ 9,853.33
Total						

#### Animal Shelter

Year	County Surrenders	County Impound	Total	Rate	Total
2010	734	87	821	\$ 103.00	\$ 84,563.00
2011	545	83	628	\$ 103.00	\$ 64,684.00
2012	712	59	771	\$ 103.00	\$ 79,413.00
3 Year Average	664	76	740	\$ 103.00	\$ 76,220.00
					\$ 76,220.00
					\$ 86,073.33

#### Grand Total

Current Animal Control/Your proposal on Animal Shelter to count Impound twice

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BRENHAM AND WASHINGTON COUNTY  
FOR ANIMAL CONTROL SERVICES**

**WHEREAS**, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as "City", and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County";

**WHEREAS**, the County does not have personnel on its staff experienced in animal control;

**WHEREAS**, the County has a need, from time to time, for the services of experienced animal control personnel; and

**NOW, THEREFORE**, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

**1.0 Animal Control Services**

a) The City agrees to the following:

1. To provide animal control services upon request from the Washington County Sherriff, or his/her designee. These services shall include, but not be limited to, handling animal bite cases, caring for injured animals, assisting with animals in a vehicle when the driver is placed under arrest, and/or assisting with animal seizure warrants, and shall be performed at the request and under the direction of the Washington County Sheriff or his/her designee; and

b) The County agrees to the following:

1. To pay to the City the amount of Sixty-Five and No/100 Dollars (\$65.00) per animal control service call (calls not involving animal bite cases) for each subsequent call, for animal control service call to which the City responds during each calendar month; and
2. To pay to the City the amount of One Hundred Seventy-Five and No/100 Dollars (\$175.00) for each animal control service call related to an animal bite case.

**2.0 Purpose**

The purpose of this Agreement is to allow the City to provide animal control services to the County.

### 3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

### 4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

### 5.0 Term, Renewal

This Agreement shall be effective beginning July 1, 2013 and shall remain in effect until December 31, 2014.

### 6.0 Periodic Review

The Parties shall meet at least once after the effective date of this Agreement (or more frequently as deemed appropriate by the Parties) for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to periodically review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

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**7.0 Payment**

An itemized listing of charges incurred by the County under this Agreement shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the receipt of such invoice.

**8.0 Texas Law to Apply**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

**9.0 Notice**

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager  
City of Brenham  
P.O. Box 1059  
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge  
Washington County Courthouse  
100 East Main Street, Suite 104  
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

**10.0 Funding**

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

**11.0 Legal Construction; Headings**

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

**12.0 Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

**13.0 Parties Bound**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

**14.0 Gender**

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

**15.0 Attorney's Fees**

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

**16.0 Indemnification**

The County shall indemnify and save and hold harmless the City and its officers, agents, employees and volunteers from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney's fees incurred by the City, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts, omissions or willful misconduct of the County and/or City, or their officers, agents, employees or volunteers in the execution, operation, or performance of this Agreement.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

- Deleted: 13<sup>th</sup>
- Deleted: December
- Deleted: 12

**CITY OF BRENHAM**

**WASHINGTON COUNTY**

\_\_\_\_\_  
Milton Y. Tate, Jr.  
Mayor

\_\_\_\_\_  
John Brieden  
Judge

**ATTEST:**

\_\_\_\_\_  
Jeana Bellinger, TRMC  
City Secretary

\_\_\_\_\_  
Beth Rothermel  
County Clerk

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BRENHAM AND WASHINGTON COUNTY  
FOR ANIMAL SHELTER SERVICES**

**WHEREAS**, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as "City", and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County";

**WHEREAS**, the County does not have personnel on its staff experienced in the sheltering of animals;

**WHEREAS**, the County does not have a facility to shelter such animals;

**WHEREAS**, the County has the need from time to time for the services of an animal shelter and experienced shelter personnel; and

**NOW, THEREFORE**, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

**1.0 Animal Shelter Services**

a) The City agrees to provide animal sheltering services to all County residents and County law enforcement officials, when needed, in accordance with the animal shelter policies and applicable regulations of the City. The City shall not be required to accept an animal for sheltering in the event the City does not have adequate space at its shelter to properly house the animal.

b) The County agrees to pay the City for animal sheltering services provided by the City. The County shall pay the City the amount of One Hundred Three and No/100 Dollars (\$103.00) per "County Animal" for housing animals in the City's animal shelter facility. For purposes of this Agreement, the term "County Animal" shall mean any animal, of any age, housed at the City's animal shelter facility as a result of: 1) the City's provision of animal control services at the request of the Washington County Sheriff or his designee; or 2) a Washington County, non-City, resident dropping off or presenting an animal (for example, an animal that is lost, abandoned or being forfeited) to the City's animal shelter facility or City animal control personnel for care and/or custody.

**Deleted:** to

**Deleted:** the amount of Three Thousand Eight Hundred and No/100 Dollars (\$3,800.00) each month

**Deleted:** non-City

- c) In the event the City constructs or acquires a new animal shelter facility, the County agrees to contribute to the City forty-four percent (44%) of the total construction/acquisition costs of a new animal shelter facility. In determining the dollar amount of the County's contribution to the City provided for herein, the total construction/acquisition costs shall be reduced by the amount of any cash donations received by the City for the new animal shelter, and the County shall contribute 44% of the remainder to the City. For purposes of this Agreement, the term "construction costs" shall mean without limitation any and all costs, fees and expenses incurred in the acquisition of real property for the facility, design and engineering fees, other professional fees, and labor and material costs incurred for the construction of the animal shelter facility and associated improvements. The City shall confer with the County regarding the design and layout of the new animal shelter facility; however, the City shall retain final authority regarding all decisions regarding the new animal shelter facility.
- d) Exhibit "A" attached hereto contains additional information regarding the basis of the per animal shelter fee, and the County's percentage of contribution for construction/acquisition costs related to a new animal shelter facility, as set forth in this Agreement.

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**2.0 Purpose**

The purpose of this Agreement is to allow the City to provide animal sheltering services to all County residents and County law enforcement officials, when needed.

**3.0 Breach**

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law.

This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

**4.0 Waiver**

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

**5.0 Term, Renewal**

This Agreement shall be effective beginning July 1, 2013, and shall remain in effect until December 31, 2014.

**Deleted:** January 1, 2013

**Deleted:** June 30, 2013

**6.0 Periodic Review**

The Parties shall meet at least once after the effective date of this Agreement (or more frequently as deemed appropriate by the Parties) for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

**Deleted:** per month

The failure of the Parties to periodically review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

**7.0 Payment**

The total number of impounded and surrendered animals sheltered under the terms of this Agreement shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the receipt of such invoice.

**Deleted:** Payments to the City under this Agreement shall be due and payable on or before the last day of each month.

**8.0 Texas Law to Apply**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

**9.0 Notice**

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager  
City of Brenham  
P. O. Box 1059  
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge  
Washington County Courthouse  
100 East Main Street, Suite 104  
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

**10.0 Funding**

The County shall pay for animal sheltering services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

**11.0 Legal Construction; Headings**

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

**12.0 Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

**13.0 Parties Bound**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

**14.0 Gender**

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

**15.0 Attorney's Fees**

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement  
on this the day of 2013

Deleted: the  
Deleted: 13<sup>th</sup>  
Deleted: December, 2012

**CITY OF BRENHAM**

**WASHINGTON COUNTY**

\_\_\_\_\_  
Milton Y. Tate, Jr.  
Mayor

\_\_\_\_\_  
John Brieden  
Judge

**ATTEST:**

\_\_\_\_\_  
Jena Bellinger, TRMC  
City Secretary

\_\_\_\_\_  
Beth Rothermel  
County Clerk

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DRAFT

**"EXHIBIT A"**  
**CITY OF BRENHAM**  
**DONALD G. AUSTIN MEMORIAL ANIMAL SHELTER**  
**COST-SHARE CALCULATION WORKSHEET**

**ANIMAL COUNTS**

	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>Average</b>
County Animals Surrendered	734	545	712	664
County Animals Impounded	87	83	59	76
City Shelter Intake	939	773	1125	946

**CALCULATION OF COUNTY ANIMALS**

Average of Animals in Shelter (2010-12)	1,686
Average of County Animals in Shelter (2010-12)	740
Percentage of County Animals in Shelter	44%

**REVENUES**

	<b>FY11</b>	<b>FY12</b>
Adoption Fees	\$ 13,629	\$ 10,925
Animal Shelter - Misc/Rabies	\$ 1,214	\$ 1,126
Impounded Animals	\$ 5,664	\$ 4,237
<i>Total Revenues</i>	<i>\$ 20,507</i>	<i>\$ 16,288</i>

**REVENUE OFFSET CALCULATION**

Average of Revenues (FY11 and FY12)	\$ 18,397
Percentage of County Animals in Shelter	44%
Revenue Offset Based on Percentage of County Animals in Shelter	\$ 8,076

**PER ANIMAL FUNDING CALCULATION**

FY13 Shelter Budget	\$ 191,524
Funding Based on Percentage of Animals in Shelter	\$ 84,271
Credit for Revenue Offset	\$ (8,076)
Total Number of County Animals	740

**COST PER ANIMAL** **\$ 103**

# Memo

**To:** Mayor and City Council  
**From:** Ricky Boeker  
**CC:** Terry Roberts  
**Date:** 03/13/2013  
**Re:** Estimated Cost of Service for Response

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## Estimated Cost of Service for Response

I would like to try and explain how I arrived at the figures that we are using for the estimated cost per run that we are presenting to the County. I was able to get a workbook that Revenue Rescue has developed to help arrive at a cost per hour of our apparatus. Revenue Rescue is the company that bills insurance companies for certain types of emergency calls. I am going to walk thru several pages of the document labeled "Estimated Costs for Response to an Incident" to explain what figures were used in calculating our cost. The first page of the document is the summary cost of each apparatus along with rescue tool cost per hour.

## Labor

The Staff cost section (page 2) I looked at was my annual shift personnel budget. This does not include administrative staff only the shift personnel. Looking at the salary and benefits budget, training budget, number of personnel and how many shifts the cost works out to an estimated \$24.33 per man hour.

## Apparatus

The Apparatus section (page 3) is looking at the apparatus cost. I use the actual cost of the apparatus and I estimated how long each apparatus would be in service before we replaced them. It calculates straight line depreciation or average cost per year per apparatus. I also looked at estimated annual preventive maintenance and actual maintenance cost along with what it cost to insure each apparatus. We also figured in the actual times that each apparatus responded to emergencies. This figures the cost per apparatus per run for year 2012.

The Annual Fuel Cost section (page 4) of the workbook looks at actual budgeted fuel cost and the total number of incident hours spent on scene. Since most of the time fire apparatus is pumping on fire scenes it has very little road miles to figure into the equation. The estimated fuel cost per hour is \$43.32. It is added into the cost of the apparatus.

The Rescue Tools section (page 5) I use to calculate was the cost of the rescue tools on the rescue truck including the jaws/spreaders, cutters, power unit, rams and air bags. This section also takes into account the cost of each piece of equipment, annual maintenance cost, average life expectancy and number of times used. This will give you the estimated cost per piece of equipment per incident. It should be noted that we do not use all rescue equipment on every call but then again we might. It depends on the severity of the incident. I have gone back and looked at all of the County rescue calls to see which tools we used and I found that we used the jaws, cutters and power unit on 70% of County calls. If you add up the cost of those tools and divide it by 70% it comes up to \$90.00 per hour. I rounded the cost up to \$100 to cover any other tools or chemicals that we might use on a scene. This cost will be added to the per hour cost of the Rescue truck.

### **Clothing/Pensions**

The third component of calculating the cost per run for calls involves two budget line items related to labor cost but not included in the labor calculations earlier. Both city and volunteer firefighters are required to wear expensive bunker gear that must be replaced on a definitive time schedule. The other personnel related cost is the pension program for our volunteers.

The pension and clothing number that is added was derived by adding the clothing budget number (\$35,000) and the pension budget number (\$65,000) together for \$97,000. We are trying to recover 10% of those cost, divided by the number of County runs (109) which is rounded up to \$100.

### **Cost by Apparatus Type** (page 11)

All calls in the County will fit into three categories; Rescue, Structure Fires or Wildland/Grass fires. Rescue calls with Rescue 1 cost are \$363 for the truck, \$150 for labor and \$100 for cost of clothing and pension cost for the volunteers and the total for R1 is \$612 per run.

Structure Fires we use Engine 4 and the cost are \$230 for the truck, \$150 for labor and \$100 for cost of clothing and pension cost for the volunteers and the total for E4 is \$480 per run.

Wildland/Grass fires we use Booster 1 and the cost for the truck is \$206 for the truck, \$75 for labor since only one person from the station will respond with this truck there is two personnel responding in Rescue 1 and Engine 4. We still add \$100 for cost of clothing and pension cost for the volunteers and the total for B1 is \$381 per run.

**Per Run Summary**      (page 12)

Looking at the next document labeled "Cost of Service on Per Run Basis by Apparatus". The first page of numbers averages the three different apparatus without regard to usage. The second page "Cost of Service by Call Type" allocates the cost by the actual type of call to give a weighted average. The blended rate before purchasing a replacement rescue truck would be just under \$500 per run and after the purchase, \$600 per run.

Estimated Costs For Response to an Incident		
Staffing Hourly Cost		\$ 24.33
Estimated Cost / Hour By Apparatus		
Ladder 1	1	2297.60
Ladder 2	1	289.97
Engine 4	1	230.24
Rescue 1	1	559.11
Engine 2	1	1289.81
Booster 1	1	205.95

Incident Equipment Usage		
Spreaders/Jaws		\$ 39.52
Cutters		\$ 54.17
Rams		\$ 26.67
Air Bags		\$ 124.70
Power Unit		\$ 35.68

This worksheet is used to estimate the hourly cost of response to an incident. On each of the tabs below you will find a worksheet that collects data from a different area. On each sheet, the yellow fields are the ones most commonly changed to accommodate the actual costs for your department. Please ensure that each area highlighted in yellow is completed. The costs from each tab will be shown on this page.

2013 Budgeted Staff Cost	
Operations Staff Costs	
Annual field staff budget	\$ 829,953.00
Annual Training budget	\$ 23,000.00
FTEs	12
Shifts	3
Estimated Hours / Year	8,765.98
Estimated cost / hour	\$ 97.30
Estimated cost / man hour	\$ 24.33
Does not include Chief, Deputy Chief or Admin Asst. salaries Training Budget for 2013	







The next pages are for the reference material that was used in  
 compiling the previous tabs information.

	Calls Made	Avg. Minutes per Call
E4	D5	11
	D6	16
R1	D5	10
	D6	21
B1	D5	13
	D6	24
L2	D5	4
	D6	2
L1	D5	13
	D6	24
E2	D5	1
	D6	1
U2	D5	10
	D6	5
Total Call for County		109
		58.7

Average time on a County call

2012 Maintenance Cost per Vehicle

Apparatus	ID #	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	Total
Booster	B1	\$ 462.15	\$ 2,110.33	\$ 492.38			\$ 3,064.86
Command 1	C1	\$ 767.19	\$ 132.80	\$ 924.63			\$ 1,824.62
Command 2	C2	\$ 100.50	\$ 106.33				\$ 206.83
Engine 2	E2	\$ 1,766.70	\$ 3,756.80	\$ 2,907.65			\$ 8,431.15
Engine 4	E4	\$ 370.95	\$ 870.44	\$ 4,130.31			\$ 5,371.70
Ladder 1	L1	\$ 3,735.10	\$ 3,734.29	\$ 1,665.99			\$ 9,135.38
Ladder 2	L2	\$ 904.52	\$ 370.72	\$ 9,412.74			\$ 10,687.98
Rescue 1	R1	\$ 6,249.32	\$ 4,163.43	\$ 2,358.10			\$ 12,770.85
Utility 1	U1	\$ 104.65		\$ 31.66			\$ 136.31
Utility 2	U2	\$ 659.84	\$ 1,174.49	\$ 244.89			\$ 2,079.22
Utility 5	U5	\$ 231.05	\$ 5.99				\$ 237.04
	Misc	\$ 12,119.26	\$ 13,271.19	\$ 7,153.67			\$ 32,544.12
	<b>Total</b>	<b>\$ 27,471.23</b>	<b>\$ 29,696.81</b>	<b>\$ 29,322.02</b>			<b>\$ 86,490.06</b>

2012 Vehicle Insurance Cost per Vehicle

VEH NO	FA_TAG	DESCRIPTION	VIN	VIN	EMER?	ACQ_DATE	COST	EMER?	APD	LIA	TOTAL	DISCOUNT	PREMIUM
E2		'86 PIERCE PUMPER TRUCK	1P9CA01J7GA040278	278 Y		06/26/1986	236112	Y	457.00	184.00	641.00	(12.82)	628.18
E4		2002 FERRAR FIRE TRUCK F4	1F9434252H140132	132 Y		06/15/2002	295127	N	533.00	184.00	717.00	(14.34)	702.66
R1		'98 GENERAL RESCUE PUMPER	#203 1250 GPM	203 Y		02/25/1998	273823	Y	511.00	184.00	695.00	(13.90)	681.10
L2		2007 PIERCE DASH2000 AERIAL TRUCK	4P1CD01H47A007664	7664 Y		09/13/2007	646355		1,041.00	184.00	1,225.00	(24.50)	1,200.50
L1		2007 PIERCE DASH2000 AERIAL PLATFORM TRUCK	4P1CD01H07A007595	7595 Y		09/13/2007	853667		1,337.00	184.00	1,521.00	(30.42)	1,490.58
B-1	FA00573	2011 FORD 550 BOOSTER TRUCK	1FDUFHT7BEC95711	5711		02/03/2012	103495	NEW	397.00	184.00	581.00	(11.62)	569.38
U2		2004 2500 HD 4X4 PU	1GCHK23434F102371	2371	37816	07/14/2003	24882	Y	126.00	184.00	310.00	(6.20)	303.80
C1		2008 FORD EXPEDITION	1FMFU15598LA64861	4861 Y		03/29/2008	22705		115.00	184.00	299.00	(5.98)	293.02
C2	FA00230	2009 FORD EXPEDITION	1FMFU15599LA12504	2504		05/02/2009	29567	Y	142.00	184.00	326.00	(6.52)	319.48
U1		'97 FORD CRN VICT 4 DR	2FALP71WXX191025	1025 Y		03/26/1997	21001	Y	140.00	131.00	271.00	(5.42)	265.58
		1950 AMERICAN LAFRANCE FIRE TRUCK	I-4048	4048		03/24/1950			335.00	184.00	519.00	(10.38)	508.62
		1923 AMERICAN LAFRANCE PUMPER		4134					485.00	26.00	511.00	(10.22)	500.78
E3		'50 AMERICAN LA FRANCE	#202 XC-5664	5664 Y		04/18/1950	14031	Y	71.00	184.00	255.00	(5.10)	249.90
									5,690.00	2,181.00	7,871.00	(157.42)	7,713.58



Fire Department Capital Replacement Schedule

APPARATUS, EQUIPMENT, OR VEHICLE	YEAR MODEL	ORIGINAL PRICE	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
<b>Brenham Fire Dept. 2012</b>																
<b>Apparatus &amp; vehicles 5 year projection:</b>																
Fire Engine/Rescue (replace Rescue 1)	1988 Amer. LaFrance pumper/heavy rescue	260,000														
Fire Engine/Ladder ("quint"-replace Eng. 2)	1986 Pierce pumper/50' Tele-Squirt	228,000	750,000													
Vehicle (replacement utility vehicle - pickup)	2003 Chevy crew cab pickup	20,000			28,000											
Vehicle (replacement for Deputy Fire Marshal's car)	1987 Ford Crown V/c sedan	15,000			28,000											
Chief's Pickup. (new Purchase) maybe	Pick-up 4x4 - 3/4 ton				30,000											
<b>Apparatus &amp; vehicles beyond 5 years:</b>																
Command 1	2008 Ford Expedition	22,705								30,000						
Command 2	2009 Ford Expedition	22,705									30,000					
Replacement of all SCBA air bottles (by 2020?)	must be replaced after 15 yrs of service								60,000							
Fire Engine (pumper) (replace Engine 4)	2002 Ferrara pumper	291,000								625,000						
2011 Ford F550 4x4 Booster	2011 Ford F550 Booster	103,940														
2007 Pierce Pumper Ladder / Pumper	2007 Pierce pumper 75' ladder	632,855											130,000			
2007 Aerial Ladder Truck (pumper / ladder tower)	2007 Pierce pumper/100' ladder tower	840,167														1,000,000
																1,750,000

**Cost of Service on Per Run Basis By Apparatus**

<b>Current Equipment</b>	<b>Cost Per Apparatus</b>	<b>Labor*</b>	<b>10% of Clothing &amp; Pension Cost</b>	<b>Total Cost Per Run</b>
Rescue Calls Rescue 1	\$ 362.00	\$ 150.00	\$ 100.00	\$ 612.00
Structure Fires Engine 4	\$ 230.00	\$ 150.00	\$ 100.00	\$ 480.00
Wildland/Grass Booster 1	\$ 206.00	\$ 75.00	\$ 100.00	\$ 381.00
<b>Average Cost Per Column</b>	<b>\$ 266.00</b>	<b>\$ 125.00</b>	<b>\$ 100.00</b>	<b>\$ 491.00</b>

\* The Brenham Fire Department had 583 calls in 2012 of which 109 were in the County (19%)

<b>Replacement Rescue Truck</b>	<b>Cost Per Apparatus</b>	<b>Labor*</b>	<b>10% of Clothing &amp; Pension Cost</b>	<b>Total Cost Per Run</b>
Rescue Calls Rescue 1	\$ 660.00	\$ 150.00	\$ 100.00	\$ 910.00
Structure Fires Engine 4	\$ 230.00	\$ 150.00	\$ 100.00	\$ 480.00
Wildland/Grass Booster 1	\$ 206.00	\$ 75.00	\$ 100.00	\$ 381.00
<b>Average Cost Per Column</b>	<b>\$ 365.00</b>	<b>\$ 125.00</b>	<b>\$ 100.00</b>	<b>\$ 590.00</b>

**Apparatus Cost**

Included in the cost per hour is depreciation, fuel cost, repairs and maintenance cost and vehicle insurance cost,

**\*Labor Cost**

\$25 per hour per FF

The \$150 includes 2 FF per Apparatus with 1 hour on scene and

1 hour clean up at the station with 4 FF Station Shift = 4 on duty

The \$75 includes 1 FF per Apparatus with 1 hour on scene avg./ 1 hour clean up at station - 2 FF

Booster 1 is smaller truck and takes less to clean up

**Rescue Calls**

Division 5 had 5 rescue calls with cutters, spreaders, power unit used 5 times

Division 6 had 16 rescue calls with cutters, spreaders, power unit used 10 times

Division 5 & 6 had 28 total rescue calls with 7 canceled in route

Division 5 had a total of 41 calls & Division 6 had a total of 68 calls - Totaling 109 calls

**Pension / Bunker Gear**

Took budget numbers from Vol. Pension (65,000) and Clothing/Bunker Gear (32,000)

Add together, times 10% and divide by number of runs (100 avg. runs)

**Cost of Service by Call Type**

Current Equipment	% of Calls by Type	2012 Calls in County	Cost per Apparatus	Average cost per run based on actual
Rescue Calls	31%	34	\$ 612.00	County Calls
Structure Fires	30%	33	\$ 480.00	
Wildland/Grass Fires	39%	42	\$ 381.00	
<b>Total</b>	100%	<b>109</b>	<b>\$ 52,650.00</b>	<b>\$483.00</b>

Replacement Truck	% of Calls by Type	2012 Calls in County	Cost per Apparatus	Total Cost	Average cost per run based on actual
Rescue Calls	31%	34	\$ 910.00	\$ 30,940.00	County Calls
Structure Fires	30%	33	\$ 480.00	\$ 15,840.00	
Wildland/Grass Fires	39%	42	\$ 381.00	\$ 16,002.00	
<b>Total</b>	100%	<b>109</b>	<b>\$ 62,782.00</b>	<b>\$ 576.00</b>	

Year	Total Calls	County Calls	Percentage of Calls
2012	583	109	19%
2011	584	117	20%
2010	446	84	19%
2009	404	84	21%
2008	409	81	20%

# EXHIBIT B

*Confidential / Privileged Attorney-Client Communication*

**MEMORANDUM**

**TO:** Terry Roberts, City Manager  
Glen Fowler, Chief of Police  
**FROM:** Cary L. Bovey  
**DATE:** April 4, 2007  
**RE:** **County's Responsibility to Accept Individuals Arrested by Brenham Police Department**

The City of Brenham currently does not own or operate its own municipal jail. Instead, the Brenham Police Department ("BPD") takes individuals arrested by the BPD to the Washington County jail. You have asked to what extent the County is required to accept persons arrested by the BPD, the extent to which the City is responsible for individuals it arrests, and the liability for the associated costs for housing the inmates in the County jail.

**City Ordinances**

The Attorney General has stated that a County sheriff *does not* have a duty to enforce (incarcerate for) purely local city ordinances.<sup>1</sup> A sheriff only has a duty to accept for incarceration persons arrested for violations of purely local city ordinances if there is specific statutory authority or an agreement by the county to assume such responsibility.

**State Statute**

However, a Sheriff *does* have a duty to accept for incarceration persons arrested for state statutes and city ordinances that implement state statute.<sup>2</sup> Accordingly, a city is not responsible for a prisoner's maintenance when an individual is arrested for violation of state statute or municipal ordinances that implement state statute.<sup>3</sup>

The County cannot refuse to accept an individual arrested for a state statute violation. If a city police officer arrests a person for violating a state statute and a magistrate issues a commitment order for the prisoner, the county is required to incarcerate the prisoner.<sup>4</sup> The term "magistrate" includes justices of the peace, mayor, recorders, and judges of municipal courts.<sup>5</sup> Should the sheriff refuse to take custody of the prisoner, the county is still responsible for the prisoner's maintenance.<sup>6</sup> In fact, in DM-313, the Texas Attorney General stated that it is a violation of duty for the Sheriff to refuse to accept a prisoner for incarceration when a commitment order has been issued for that person, and "the sheriff cannot avoid the cost of his duty by refusal to undertake it."<sup>7</sup>

Please note that a sheriff's duty to accept prisoners upon proper commitment by a magistrate applies to all state law violations, including Class C misdemeanors.

<sup>1</sup> Tex. Att'y General Op. MW-52 (1979).

<sup>2</sup> Tex. Att'y General Op. JM-1009 (1989).

<sup>3</sup> Id.

<sup>4</sup> Tex. Att'y General Op. No. JM-151 (1984); Tex. Att'y General Op. DM-313 (1995); Tex. Att'y General Op. JC-0312 (2000); Tex. Att'y General Op. GA-0166 (2004).

<sup>5</sup> Tex. Code of Crim. Pro. 2.09 (2006) ("...the justices of the peace, and the mayors and recorders and the judges of the municipal courts of incorporated cities or towns.").

<sup>6</sup> Tex. Att'y General Op. DM-313 (1995), *citing* Tex. Att'y General Op. JM-151 (1984).

<sup>7</sup> Id. at 2.

### **Costs**

It is my understanding that the Washington County Sheriff is currently incarcerating persons charged with violating purely local Brenham city ordinances, Brenham city ordinances that implement state statute, and state law violations. The City and County do not have an interlocal agreement. As discussed above, the County is not responsible for accepting prisoners arrested for violating municipal ordinances that do not implement state law. The City would be responsible for said costs. As you are aware, determining the potential financial impact on the City would require an assessment of County per prisoner per day costs<sup>8</sup>, which Brenham ordinances are purely local, and how many individuals are incarcerated under only those ordinances.

### **Summary**

A County sheriff does not have a duty to incarcerate persons for violation of purely local city ordinances. However, a Sheriff does have a duty to accept for incarceration persons arrested for state statutes and city ordinances that implement state statute when a commitment order has been issued for the arrested individual.

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<sup>8</sup> Fort Bend County, for example, spends \$44 per day on county jail inmates. Hughes, Kim, *DWI Court Aims to Change Lives*, Houston Chronicle (March 28, 2007).