



**NOTICE OF A SPECIAL MEETING  
THE BRENHAM CITY COUNCIL  
MONDAY, SEPTEMBER 16, 2013 AT 1:00 P.M.  
SECOND FLOOR CITY HALL  
COUNCIL CHAMBERS  
200 W. VULCAN  
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Tate**
- 3. Citizens Comments**

**PUBLIC HEARING**

- 4. Proposed Budget for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014** **Page 1-2**

**This Budget Will Raise More Total Property Taxes Than Last Year's Budget By an Estimated \$497,035 (9.02%), and of That Amount, \$104,859 is Tax Revenue To Be Raised From Estimated New Property Added to The Tax Roll This Year.**

**REGULAR AGENDA**

- 5. Discuss and Possibly Act Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014, which Raises More Revenue from Property Taxes than the Previous Year's Budget** **Page 3-4**
- 6. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 and Take Record Vote** **Page 5-9**

7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Taxes for the Tax Year 2013 for the City of Brenham at \$0.5632 per \$100 Valuation and Take Record Vote** **Page 10-13**
8. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Operation of and Improvements to Linda Anderson Park and Authorize the Mayor to Execute Any Necessary Documentation** **Page 14-22**
9. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and Authorize the Mayor to Execute Any Necessary Documentation** **Page 23-28**
10. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services and Authorize the Mayor to Execute Any Necessary Documentation** **Page 29-34**
11. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Rescue Services and Authorize the Mayor to Execute Any Necessary Documentation** **Page 35-42**
12. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Jail Services and 9-1-1 Emergency Communication Services and Authorize the Mayor to Execute Any Necessary Documentation** **Page 43-48**
13. **Discuss and Possibly Act Upon an Exchange of Services Interlocal Agreement Between the City of Brenham and Washington County For the Comprehensive Exchange of Services and Authorize the Mayor to Execute Any Necessary Documentation** **Page 49-97**

**Administrative/Elected Officials Reports:** Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

**14. Administrative/Elected Officials Report**

**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 September 16, 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 September 12, 2013 at ***12:15 PM***.

***Amanda Kleh***

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 was removed by me from the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 at \_\_\_\_\_ AM PM.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



## AGENDA ITEM 4

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 11, 2013	
<b>DEPT. OF ORIGIN:</b> Finance	<b>SUBMITTED BY:</b> Carolyn D. Miller	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Proposed Budget for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014		
<b>SUMMARY STATEMENT:</b> See attached memo from Chief Financial Officer on this item.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Memo from CFO		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Discussion only.		
<b>APPROVALS:</b> Terry K. Roberts		



**MEMORANDUM**

**To:** Mayor, Council and City Manager  
**From:** Carolyn D. Miller  
**Subject:** Public Hearing on FY2013-14 Proposed Budget  
**Date:** September 11, 2013

The FY2013-14 proposed budget is the result of numerous staff hours as well as four Council Budget Workshops. During these workshops, staff presented the proposed budget to Council and all Council directed changes have been made.

In compliance with the Local Government Code, the proposed budget has been filed with the City Secretary and all required notices have been published. Additionally, the Local Government Code requires a governing body to hold a Public Hearing to receive citizen comments on a proposed budget.



## AGENDA ITEM 5

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 11, 2013	
<b>DEPT. OF ORIGIN:</b> Finance	<b>SUBMITTED BY:</b> Carolyn D. Miller	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014, which Raises More Revenue from Property Taxes than the Previous Year's Budget		
<b>SUMMARY STATEMENT:</b> See attached memo from Chief Financial Officer on this item.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Memo from CFO		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve ratification of the property tax increase reflected in the proposed budget for fiscal year beginning October 1, 2013 and ending September 30, 2014, which raises more revenue from property taxes than the previous year's budget		
<b>APPROVALS:</b> Carolyn D. Miller		



**MEMORANDUM**

**To:** Mayor, Council and City Manager

**From:** Carolyn D. Miller

**Subject:** Ratification of Property Tax Increase  
Required for the Proposed FY2013-14 Budget

**Date:** September 11, 2013

In compliance with the Tax Code, if a municipal budget raises more property taxes than in the previous year's budget, City Council must formally ratify a property tax increase. The FY2013-14 budget will raise more total property taxes than last year's budget by \$497,035 (9.02%), and of that amount \$104,859 is tax revenue to be raised from new property added to the tax roll this year. A vote must be taken to ratify the property tax increase reflected in the budget. *This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate.*

*The following motion should be made:*

**I move to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014, which raises more revenue from property taxes than the previous year's budget.**



## AGENDA ITEM 6

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 11, 2013	
<b>DEPT. OF ORIGIN:</b> Finance	<b>SUBMITTED BY:</b> Carolyn D. Miller	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 and Take Record Vote		
<b>SUMMARY STATEMENT:</b> See attached memo from Chief Financial Officer on this item.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Memo from CFO; (2) Ordinance; and (3) Combined Fund Summary		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve an Ordinance on its first reading adopting the budget for fiscal year beginning October 1, 2013 and ending September 30, 2014 and take record vote		
<b>APPROVALS:</b> Terry K. Roberts		



**MEMORANDUM**

**To:** Mayor, Council and City Manager  
**From:** Carolyn D. Miller  
**Subject:** FY2013-14 Budget Adoption Ordinance  
**Date:** September 11, 2013

The proposed FY2013-14 Budget has been developed in compliance with the property tax code, local government code, and City Charter. A property tax rate of \$0.5632 per \$100 valuation is necessary to fund the proposed budget. The proposed budget is on the City's website, on file with the City Secretary, Washington County Clerk, and at the Nancy Carol Roberts Memorial Library.

The Budget Ordinance is attached along with the Combined Fund Summary. This item is for the first reading of the Ordinance to adopt the proposed FY13-14 budget.

With the passage of recent legislation, the city budget process has been impacted. Senate Bill (S.B.) 656, which became effective September 1, 2013 and applies to a budget adopted for a fiscal year beginning on or after September 1, 2013, requires the city council's vote to adopt a budget be a record vote.

Therefore, we will need to comply with the requirements of S.B. 656 with the budget adoption process and council must take a record vote on this item.

**COUNCIL MUST TAKE A RECORD VOTE ON THIS ITEM**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2013-14; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Brenham, Texas, has prepared a budget for the fiscal year October 1, 2013 through September 30, 2014 and has filed same with the City Secretary and has held public hearings on same, all after due notice as required by statute.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS:**

**SECTION I.**

That the City Council of the City of Brenham, Texas does hereby adopt the Budget for the City of Brenham, Texas, for the fiscal year October 1, 2013 through September 30, 2014 as shown in the attached Exhibit "A", which is incorporated herein as though copied herein verbatim.

**SECTION II.**

That authority is hereby given to the City Manager to approve transfers of portions of any item of appropriation within the same department and transfers from one department to another department within the same fund.

**SECTION III.**

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

**PASSED AND APPROVED** on its first reading this the 16<sup>th</sup> day of September, 2013.

**PASSED AND ADOPTED** on its second reading this the 19<sup>th</sup> day of September, 2013.

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

**ATTEST:**

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

\_\_\_\_\_  
Cary Bovey, City Attorney

# FY13-14 BUDGET COMBINED FUND SUMMARY

	GENERAL FUND						DEBT	COMPONENT UNIT		SPECIAL REVENUE FUNDS			
	GENERAL	EMER MGMT	PUBLIC SAFETY	DONA-TIONS	FIRE DEPT GRANTS	EQUIP-MENT		BCDC	BCDC CAP PROJ	HOTEL/MOTEL	HOTEL/TAX CNTY	CRIM LAW ENFORCE	COURTS TECH
<b>BEGINNING BALANCE</b>	\$3,353,830	\$11,193	\$0	\$310,762	\$0	\$15,152	\$178,801	\$1,162,602	\$0	\$281,811	\$21,655	\$43,461	\$121,270
<b>REVENUES</b>													
AD VALOREM TAX	3,837,971						2,218,407						
SALES TAX	4,672,085							1,557,362					
FRANCHISE TAX	2,689,491												
OTHER TAX	358,000									510,000	75,000		
LICENSES AND PERMITS	66,950												
INTERGOVERNMENTAL (1)	388,925						277,325						
CHARGES FOR SERVICES	281,350												40,500
FINES AND FORFEITURES	753,945												
INTEREST/PENALTY	3,200						19,412	1,000		40		45	
CONTRIBUTIONS AND DONATIONS		1,000		59,120	1,000								
MISCELLANEOUS REVENUE	272,392							3,376				7,000	
<b>TRANSFERS IN</b>	3,433,196					503,522	1,764,110		657,000				
<b>DEBT/LEASE PROCEEDS</b>													
<b>TOTAL OPERATING RESOURCES</b>	\$16,757,505	\$1,000	\$0	\$59,120	\$1,000	\$503,522	\$4,279,254	\$1,561,738	\$657,000	\$510,040	\$75,000	\$7,045	\$40,500
<b>DEPARTMENT EXPENDITURES</b>													
ADMINISTRATION	1,051,266												
DEVELOPMENT SERVICES	407,425												
HUMAN RESOURCES	168,508												
MAIN STREET	141,727												
MAINTENANCE	680,211												
FINANCE	955,242												
PURCHASING/WAREHOUSE	307,549												
STREETS	1,414,440												
PARKS (1)	1,120,083												
LIBRARY (1)	454,500												
AIRPORT	132,945												
RECREATION	160,580												
AQUATIC CENTER	717,899												
COMMUNICATIONS (1)	1,170,509												
POLICE (1)	3,726,363												
FIRE (1)	1,614,162												
ANIMAL SHELTER/CONTROL (1)	321,723												
MUNICIPAL COURT	389,993												
PUBLIC WORKS	177,415												
INFORMATION TECHNOLOGY (1)	621,306												
EMERGENCY MANAGMENT		5,000											
POLICE TRAINING													
DONATIONS				38,300									
FIRE DEPARTMENT GRANTS					1,000								
EQUIPMENT						503,522							
BCDC								395,581					
BCDC CAPITAL PROJECT									657,000				
HOTEL/MOTEL										457,040	93,814		
CRIMINAL LAW ENFORCEMENT												37,500	
COURTS TECHNOLOGY/SECURITY													52,000
AIRPORT													
2013 CAPITAL PROJECTS													
PARKS SPECIAL REVENUE													
STREETS AND DRAINAGE													
US 290 PASS THRU FINANCE													
UTILITY CUSTOMER SERVICE													
PUBLIC UTILITIES													
ELECTRIC													
GAS													
WATER TREATMENT													
WATER CONSTRUCTION													
WATER BOND PROJECTS													
AMR METERS													
WASTEWATER CONSTRUCTION													
WASTEWATER TREATMENT													
TRANSFER STATION													
COLLECTION STATION													
RECYCLING CENTER													
COLLECTION													
CENTRAL FLEET													
WORKERS' COMPENSATION													
MEDICAL INSURANCE													
<b>SUBTOTAL DEPARTMENT</b>	15,733,846	5,000	0	38,300	1,000	503,522	0	395,581	657,000	457,040	93,814	37,500	52,000
<b>OTHER EXPENDITURES</b>													
SOURCE COST													
FRANCHISE TAX													
DEBT SERVICE							4,279,254						
NON-DEPT AND MISC	405,996												
<b>SUBTOTAL OTHER</b>	405,996	0	0	0	0	0	4,279,254	0	0	0	0	0	0
<b>TRANSFERS OUT</b>	503,522							1,491,110		53,000			15,000
<b>TOTAL EXPENDITURES</b>	\$16,643,364	\$5,000	\$0	\$38,300	\$1,000	\$503,522	\$4,279,254	\$1,886,691	\$657,000	\$510,040	\$93,814	\$37,500	\$67,000
CHANGE IN FUND BALANCE	114,141	(4,000)	0	20,820	0	0	0	(324,953)	0	0	(18,814)	(30,455)	(26,500)
<b>ENDING FUND BALANCE</b>	\$3,467,971	\$7,193	\$0	\$331,582	\$0	\$15,152	\$178,801	\$837,649	\$0	\$281,811	\$2,841	\$13,006	\$94,770

(1) Intergovernmental includes inter-local agreements that are budgeted as contra-expenses in departments.

# FY13-14 BUDGET COMBINED FUND SUMMARY

	CAPITAL PROJECT FUNDS					ENTERPRISE FUNDS					INTERNAL SERVICE FUNDS			TOTAL
	AIRPORT CAPITAL	2013 CAP PROJ	PARKS CAP IMPROV	STREET DRAINAGE	290 PASS THRU	ELECTRIC	GAS	WATER	WASTE- WATER	SANI- TATION	CENTRAL FLEET	WORKERS' COMP	MEDICAL INS	
<b>BEGINNING BALANCE</b>	\$169,500	\$0	\$16,214	\$1,695,193	\$3,051,993	\$6,811,855	\$1,114,636	\$1,995,044	\$405,409	\$806,760	\$91,103	\$269,698	\$0	\$21,927,941
<b>REVENUES</b>														
AD VALOREM TAX														6,056,378
SALES TAX														6,229,447
FRANCHISE TAX														2,689,491
OTHER TAX														943,000
LICENSES AND PERMITS														66,950
INTERGOVERNMENTAL (1)														666,250
CHARGES FOR SERVICES						26,110,736	3,354,293	4,405,255	3,518,912	2,319,147	110,100	123,962		40,264,255
FINES AND FORFEITURES														753,945
INTEREST/PENALTY		1,200		600	3,001,000	26,100	700	4,700	2,300	925		500		3,061,722
CONTRIBUTIONS AND DONATIONS														61,120
MISCELLANEOUS REVENUE	1,525,500													1,808,268
<b>TRANSFERS IN</b>			87,000			543,466								6,988,294
<b>DEBT/LEASE PROCEEDS</b>		1,500,000						699,663						2,199,663
<b>TOTAL OPERATING RESOURCES</b>	\$1,525,500	\$1,501,200	\$87,000	\$600	\$3,001,000	\$26,680,302	\$3,354,993	\$5,109,618	\$3,521,212	\$2,320,072	\$110,100	\$124,462	\$0	\$71,788,783
<b>DEPARTMENT EXPENDITURES</b>														
ADMINISTRATION														1,051,266
DEVELOPMENT SERVICES														407,425
HUMAN RESOURCES														168,508
MAIN STREET														141,727
MAINTENANCE														680,211
FINANCE														955,242
PURCHASING/WAREHOUSE														307,549
STREETS														1,414,440
PARKS (1)														1,120,083
LIBRARY (1)														454,500
AIRPORT														132,945
RECREATION														160,580
AQUATIC CENTER														717,899
COMMUNICATIONS (1)														1,170,509
POLICE (1)														3,726,363
FIRE (1)														1,614,162
ANIMAL SHELTER/CONTROL (1)														321,723
MUNICIPAL COURT														389,993
PUBLIC WORKS														177,415
INFORMATION TECHNOLOGY (1)														621,306
EMERGENCY MANAGMENT														5,000
POLICE TRAINING														0
DONATIONS														38,300
FIRE DEPARTMENT GRANTS														1,000
EQUIPMENT														503,522
BCDC														395,581
BCDC CAPITAL PROJECT														657,000
HOTEL/MOTEL														550,854
CRIMINAL LAW ENFORCEMENT														37,500
COURTS TECHNOLOGY/SECURITY														52,000
AIRPORT	1,695,000													1,695,000
2013 CAPITAL PROJECTS		1,501,200												1,501,200
PARKS SPECIAL REVENUE			99,000											99,000
STREETS AND DRAINAGE				760,721										760,721
US 290 PASS THRU FINANCE														0
UTILITY CUSTOMER SERVICE						444,329								444,329
PUBLIC UTILITIES						861,429								861,429
ELECTRIC						2,284,369								2,284,369
GAS							554,512							554,512
WATER TREATMENT								1,279,130						1,279,130
WATER CONSTRUCTION								989,166						989,166
WATER BOND PROJECTS								365,000						365,000
AMR METERS														0
WASTEWATER CONSTRUCTION									455,628					455,628
WASTEWATER TREATMENT									1,115,323					1,115,323
TRANSFER STATION										801,666				801,666
COLLECTION STATION										387,678				387,678
RECYCLING CENTER										181,135				181,135
COLLECTION										558,686				558,686
CENTRAL FLEET											35,750			35,750
WORKERS' COMPENSATION												92,750		92,750
MEDICAL INSURANCE														0
<b>SUBTOTAL DEPARTMENT</b>	1,695,000	1,501,200	99,000	760,721	0	3,590,127	554,512	2,633,296	1,570,951	1,929,165	35,750	92,750	0	32,437,075
<b>OTHER EXPENDITURES</b>														
SOURCE COST						19,645,795	1,815,958	265,650						21,727,403
FRANCHISE TAX						1,787,636	233,909	300,499	238,042	58,705				2,618,791
DEBT SERVICE						9,564	2,234	1,106,244	1,207,024	3,549				6,607,869
NON-DEPT AND MISC						51,600		6,500	4,000	8,000				476,096
<b>SUBTOTAL OTHER</b>	0	0	0	0	0	21,494,595	2,052,101	1,678,893	1,449,066	70,254	0	0	0	31,430,159
<b>TRANSFERS OUT</b>					1,195,000	1,805,890	534,652	499,685	494,433	396,002				6,988,294
<b>TOTAL EXPENDITURES</b>	\$1,695,000	\$1,501,200	\$99,000	\$760,721	\$1,195,000	\$26,890,612	\$3,141,265	\$4,811,874	\$3,514,450	\$2,395,421	\$35,750	\$92,750	\$0	\$70,855,528
CHANGE IN FUND BALANCE	(169,500)	0	(12,000)	(760,121)	1,806,000	(210,310)	213,728	297,744	6,762	(75,349)	74,350	31,712	0	933,255
<b>ENDING FUND BALANCE</b>	\$0	\$0	\$4,214	\$935,072	\$4,857,993	\$6,601,545	\$1,328,365	\$2,292,788	\$412,171	\$731,411	\$165,453	\$301,410	\$0	\$22,861,196



## AGENDA ITEM 7

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 11, 2013	
<b>DEPT. OF ORIGIN:</b> Finance	<b>SUBMITTED BY:</b> Carolyn D. Miller	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Taxes for the Tax Year 2013 for the City of Brenham at \$0.5632 per \$100 Valuation and Take Record Vote		
<b>SUMMARY STATEMENT:</b> See attached memo from Chief Financial Officer on this item.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Memo from CFO; and (2) Ordinance		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve an Ordinance on its first reading levying taxes for the tax year 2013 for the City of Brenham at \$0.5632 per \$100 valuation and take record vote		
<b>APPROVALS:</b> Terry K. Roberts		



**MEMORANDUM**

**To:** Mayor, Council and City Manager

**From:** Carolyn D. Miller

**Subject:** 2013 Tax Rate Ordinance

**Date:** September 11, 2013

The Proposed FY2013-14 Budget includes a tax rate of \$0.5632 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.5632 will allocate \$0.3579 to the General Fund for maintenance and operations and, the balance of \$0.2053 to the Debt Service Fund for interest and sinking.

The City has complied with all of the notices, publications, and public hearings as required by the Tax Code. The Tax Code does specify that the **motion** to adopt the tax rate be made in the following form:

**“I move that property taxes be increased by the adoption of a tax rate of \$0.5632 per \$100 valuation, which is effectively a 7.28% increase in the tax rate.”**

**COUNCIL MUST TAKE A RECORD VOTE ON THIS ITEM**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2013 FOR THE CITY OF BRENHAM, TEXAS AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS:**

**SECTION I.**

That there be and is hereby levied an ad valorem tax of \$0.3579 on each one hundred dollars worth of property owned and situated within the City Limits of the City of Brenham, Texas, both real and personal and mixed, for General Fund maintenance and operating purposes for the Tax Year 2013.

**SECTION II.**

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2013, an ad valorem tax of \$0.2053 on each one hundred dollars worth of real, personal and mixed property owned and situated in the City Limits of the City of Brenham, Texas, for the payment of principal and interest on all outstanding bonds and lease payments, not otherwise provided for, of the City of Brenham.

**SECTION III.**

Wherefore, the combined tax rate in accordance with V.T.C.A. Tax Code Section 26.05 shall be \$0.5632 on each one hundred dollars worth of real, personal, and mixed property of owned and situated within the City Limits of the City of Brenham, Texas.

**SECTION IV.**

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**SECTION V.**

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

**PASSED AND APPROVED** on its first reading this the 16<sup>th</sup> day of September, 2013.

**PASSED AND ADOPTED** on its second reading this the 19<sup>th</sup> day of September, 2013.

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

**ATTEST:**

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

\_\_\_\_\_  
Cary Bovey, City Attorney



## AGENDA ITEM 8

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 10, 2013	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Jeana Bellinger	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Operation of and Improvements to Linda Anderson Park and Authorize the Mayor to Execute Any Necessary Documentation		
<b>SUMMARY STATEMENT:</b> See attached memo from City Manager further explaining this fifteen (15) month extension at a rate of \$43,750.00, payable in monthly installments of \$2,916.67.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Memo from Terry Roberts; and (2) Interlocal Agreement between the City of Brenham and Washington County for the operation of and improvements to Linda Anderson Park		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve an Interlocal Agreement between the City of Brenham and Washington County related to the operation of and improvements to Linda Anderson Park and authorize the Mayor to execute any necessary documentation		
<b>APPROVALS:</b> Terry K. Roberts		



To: Mayor and Council  
From: Terry K. Roberts, City Manager  
Subject: **Extension ILAs Prior To Exchange of Services**  
Date: September 10, 2013

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The City of Brenham and Washington County approved certain interlocal agreements in December 2012 for a six month period of January 1, 2013 through June 30, 2013. Those same agreements were subsequently extended an additional 90 days while both parties worked on a more comprehensive exchange of services interlocal agreement in the months of July, August and September 2013.

A draft exchange of services interlocal agreement, with an implementation date of April 1, 2014, is being considered at this time. Because the scheduled start of that agreement is April 1<sup>st</sup>, further action is required to extend the current interlocal agreements, which will expire on September 30, 2013.

Each of the current agreements has a different twist to them and will be acted upon separately; however, I will summarize each below:

**Animal Control:** Extended for the six month transition period from October 1, 2013 through March 31, 2014 with per call rates of \$65.00 for animal control service calls and \$175.00 for each animal bite call.

**Animal Shelter:** Extended for the six month transition period from October 1, 2013 through March 31, 2014 with the funding based on the levels requested by the City in June of 2013. The six month funding for this service will be \$38,100.00, payable in monthly installments of \$6,351.66.

**Fire and Rescue:** Extend for the six month transition period from October 1, 2013 through March 31, 2014 with the funding based on the levels requested by the City in June of 2013. The six month funding for this service will be \$32,865.00, payable in monthly installments of \$5,477.50.

**Linda Anderson Park:** This interlocal agreement is not impacted by the exchange of services agreement. This extension is for fifteen (15) months from October 1, 2013 through December 31, 2014 at a rate of \$43,750.00, payable in monthly installments of \$2,916.67.

**Jail For Communications:** This barter arrangement was not scheduled for a new agreement until 2014. The current agreement expires December 31, 2014; however, to provide continuity until the start of the exchange of services ILA on April 1st, this interlocal needs to be extended for ninety (90) days: January 1, 2014 through March 31, 2014.

**Library Services:** No extension agreement is needed due to the decision to operate as a city library effective October 1, 2013.

This memorandum addresses all of the extension agreements on the agenda. No action will be required for the library agreement.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BRENHAM AND WASHINGTON COUNTY  
FOR LINDA ANDERSON PARK**

**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”; and

**WHEREAS**, the City and County are authorized to enter into this Agreement in all respects by Texas Government Code, Chapter 791; and

**WHEREAS**, on August 21, 1979 the City paid \$45,652.00 for one (1) tract of land totaling 11.413 acres, as more fully described in Volume 380, Page 710 in the Deed Records of Washington County, Texas, for the development of Linda Anderson Park, hereinafter referred to as the “Park”; and

**WHEREAS**, on January 9, 1980 the City paid \$54,105.00 for three (3) tracts of land totaling 10.821 acres, as more fully described in Volume 387, Page 172, in the Deed Records of Washington County, Texas, for further development of the Park; and

**WHEREAS**, on July 23, 1980 the County paid to the City \$49,878.50, exactly one-half of the total land costs, for the development of the Park; and

**WHEREAS**, on July 29, 1980 the City deeded to the County an undivided one-half (1/2) interest in the Park, as recorded in Volume 397, Page 516, in the Deed Records of Washington County, Texas; and

**WHEREAS**, the City and County have determined that sharing equally in the costs makes the asset more economically feasible and creates an opportunity to provide better facilities; and

**WHEREAS**, on February 20, 1981 the City and County agreed to split all maintenance and operating costs associated with the Park on an equal (50/50) basis in return for the City deeding to the County an undivided one-half (1/2) interest in the Park; and

**WHEREAS**, on January 6, 2011 the City enacted Resolution No. R-11-001 approving the termination and waiver of the provisions of the Fee Simple Determinable Condition placed on the City’s prior conveyance of the Public Health Facility property to the County, in exchange for the County’s conveyance of its undivided one-half (1/2) interest in the Linda Anderson Park property to the City; and

**WHEREAS**, on March 11, 2011 Washington County executed and filed a Special Warranty Deed to convey its undivided one-half (1/2) interest in the Linda Anderson Park Property to the City of Brenham, said instrument being recorded in Volume 1369, Page 991, in the Official Records of Washington County, Texas; and

**WHEREAS**, on March 22, 2011 the City executed and filed a Partial Termination and Release to terminate and waive the Fee Simple Determinable Condition on the conveyance of the Public Health Facility property, said instrument being recorded in Volume 1368, Page 469, in the Official Records of Washington County, Texas; and

**WHEREAS**, the City and County desire to enter into this Agreement in order to promote clarity and ease of understanding; and

**WHEREAS**, on June 28, 2013 the City enacted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Linda Anderson Park to extend its term until September 30, 2013;

**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 Linda Anderson Park**

- a) During the term of this Agreement, the County agrees to pay the City the total amount of Forty-Three Thousand Seven Hundred and Fifty and No/100 Dollars (\$43,750.00) for the maintenance and operation of the Park for the duration of this fifteen (15) month Agreement. The County's payment of \$43,750.00 to the City shall be made in equal monthly installments as more fully described in Section 7.0.
- b) Requests for capital improvements to the Park shall be submitted to the City Council for approval during the City's annual budget process. If approved by City Council, the request shall be submitted to the County Commissioners for approval during their annual budget process. If the capital improvements are approved by both governing bodies, all capital improvement costs shall be shared equally (50% each) between the Parties hereto.

#### **2.0 Purpose**

The purpose of this Agreement is to provide for the operation, maintenance and capital improvements for the Park which directly benefit the residents of both the City and 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**

This Agreement shall be effective beginning October 1, 2013 and shall remain in effect until December 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

### **6.0 Review**

During the term of this Agreement, and beginning on or before October 1, 2013, the Parties may meet 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 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 amount of \$43,750.00 payable to the City pursuant to this Agreement shall be due and payable to the City in fifteen (15) equal monthly installments. The amount of Two Thousand Nine Hundred Sixteen and 67/100 Dollars (\$2,916.67) 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 County's 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 sent 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.

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

**CITY OF BRENHAM**

**WASHINGTON COUNTY**

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

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

**ATTEST:**

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

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



## AGENDA ITEM 9

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 10, 2013	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Jeana Bellinger	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and Authorize the Mayor to Execute Any Necessary Documentation		
<b>SUMMARY STATEMENT:</b> See memo from City Manager, as a part of Agenda Item 8, further explaining this six (6) month extension at a rate of \$65.00 per animal control call and \$175.00 per animal bite case.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Interlocal Agreement between the City of Brenham and Washington County for animal control services		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve an Interlocal Agreement between the City of Brenham and Washington County for animal control services and authorize the Mayor to execute any necessary documentation		
<b>APPROVALS:</b> Terry K. Roberts		

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

**WHEREAS**, this Interlocal Agreement (“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;” and

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

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

**WHEREAS**, on June 28, 2013 the City adopted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Animal Control Services to extend its term until September 30, 2013;

**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) 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 to which the City responds during each calendar month.

## **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 be written and 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**

This Agreement shall be effective beginning October 1, 2013 and shall remain in effect until March 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

## **6.0 Periodic Review**

During the term of this Agreement, and beginning on or before October 1, 2013, the Parties may meet 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 review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

## **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 County's 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 September, 2013.

**CITY OF BRENHAM**

**WASHINGTON COUNTY**

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

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

**ATTEST:**

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

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



**AGENDA ITEM 10**

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 10, 2013	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Jeana Bellinger	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services and Authorize the Mayor to Execute Any Necessary Documentation		
<b>SUMMARY STATEMENT:</b> See memo from City Manager, as a part of Agenda Item 8, further explaining this six (6) month extension at a rate of \$38,100.00, payable in monthly installments of \$6,351.66.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
<b>A. PROS:</b>		
<b>B. CONS:</b>		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Interlocal Agreement between the City of Brenham and Washington County for animal shelter services		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve an Interlocal Agreement between the City of Brenham and Washington County for animal shelter services and authorize the Mayor to execute any necessary documentation		
<b>APPROVALS:</b> Terry K. Roberts		

**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; and

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

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

**WHEREAS**, on June 28, 2013 the City adopted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Animal Shelter Services to extend its term until September 30, 2013;

**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 total amount of Thirty-Eight Thousand, One Hundred Ten and No/100 Dollars (\$38,110.00) for housing “County animals” in the City’s animal shelter facility for the duration of this six (6) month Agreement. The County’s payment of \$38,110.00 to the City shall be made in equal monthly installments as more fully described in Section 7.0.

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.

## **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**

This Agreement shall be effective beginning October 1, 2013 and shall remain in effect until March 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein as least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

## **6.0 Review**

During the term of this Agreement, and beginning on or before October 1, 2013, the Parties may meet 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 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 amount of \$38,110.00 payable to the City pursuant to this Agreement shall be due and payable to the City in six (6) equal monthly installments. The amount of Six Thousand Three Hundred Fifty-One and 66/100 Dollars (\$6,351.66) 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 County's 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 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 September, 2013.

**CITY OF BRENHAM**

**WASHINGTON COUNTY**

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

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

**ATTEST:**

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

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



## AGENDA ITEM 11

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 16, 2013	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Jeana Bellinger	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Rescue Services and Authorize the Mayor to Execute Any Necessary Documentation		
<b>SUMMARY STATEMENT:</b> See memo from City Manager, as a part of Agenda Item 8, further explaining this six (6) month extension at a rate of \$32,865.00, payable in monthly installments of \$5,477.50.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Interlocal Agreement between the City of Brenham and Washington County for fire protection and rescue services; and (2) Brenham Fire Divisions map		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve an Interlocal Agreement between the City of Brenham and Washington County for fire protection and rescue services and authorize the Mayor to execute any necessary documentation		
<b>APPROVALS:</b> Terry K. Roberts		

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY  
FOR FIRE PROTECTION AND RESCUE SERVICES**

**WHEREAS**, the City of Brenham, hereafter referred to as “City” and Washington County, hereafter referred to as “County” are cooperating to provide fire protection and rescue service to the Washington County area pursuant to Texas Government Code, Chapter 791; and

**WHEREAS**, the City and the County obtain certain economies of scale by combining programs and having an experienced provider of services; and

**WHEREAS**, the City and the County have each determined that it would be mutually advantageous for the administration of fire protection and rescue service to have this Agreement to promote clarity and ease of understanding; and

**WHEREAS**, on June 28, 2013 the City adopted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Fire Protection and Fire Rescue Services to extend its term until September 30, 2013; and

**WHEREAS**, the City and the County are authorized to enter into this Agreement in all respects;

**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 Fire Protection and Rescue Services**

a) The City agrees to the following:

1. To staff, operate and maintain a Fire Station for the benefit of all City and County residents as outlined in this Agreement.
2. To provide fire protection service with the City and in Division 5, an unincorporated area of the County, as shown on the Brenham Fire Divisions Coverage Map, attached hereto and incorporated herein as “Exhibit A”.
3. To provide rescue service within the City and in all of the unincorporated areas of the County.

b) The County agrees to the following:

1. To pay the City for fire protection and rescue services provided by the City. The County shall pay the City the total amount of Thirty Two Thousand Eight Hundred Sixty-Five and No/100 Dollars (\$32,865.00) for fire protection and rescue services for the duration of this six (6) month Agreement. The County's payment of \$32,865.00 to the City shall be made in equal monthly installments as more fully described in Section 7.0.

## **2.0 Purpose**

The purpose of this Agreement is to outline the terms and conditions of the City's provision of fire protection within Division 5, an unincorporated area of the County, and fire rescue service within the City and in all of the unincorporated areas of 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**

This Agreement shall be effective beginning October 1, 2013 and shall remain in effect until March 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

## **6.0 Review**

During the term of this Agreement, and beginning on or before October 1, 2013, the Parties may meet 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 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 amount of \$32,865.00 payable to the City pursuant to this Agreement shall be due and payable to the City in six (6) equal monthly installments. The amount of Five Thousand Four Hundred Seventy-Seven and 50/100 Dollars (\$5,477.50) 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 County's 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 sent 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 fire protection and rescue 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.

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

**CITY OF BRENHAM**

**WASHINGTON COUNTY**

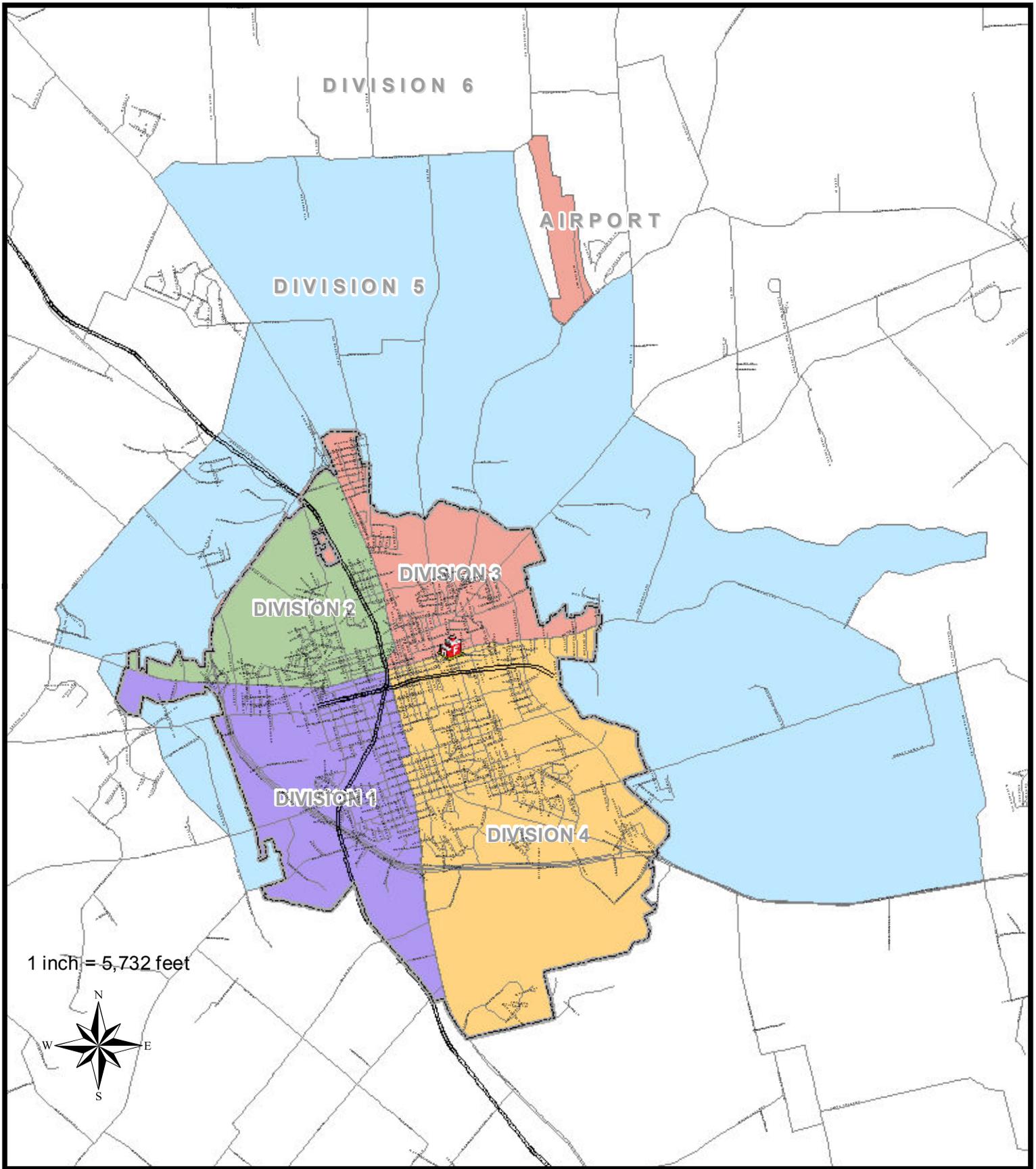
\_\_\_\_\_  
Milton Y. Tate, Jr.  
Mayor

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

**ATTEST:**

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

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



**FIRE DIVISION**

- DIVISION 1
- DIVISION 2
- DIVISION 3
- DIVISION 4
- DIVISION 5
- DIVISION 6





## AGENDA ITEM 12

<b>DATE OF MEETING:</b> September 16, 2013	<b>DATE SUBMITTED:</b> September 10, 2013	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Jeana Bellinger	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to Jail Services and 9-1-1 Emergency Communication Services and Authorize the Mayor to Execute Any Necessary Documentation		
<b>SUMMARY STATEMENT:</b> See attached memo from City Manager further explaining this ninety (90) day extension. This agreement provides for continuity of service until the effective date of the Exchange of Services ILA on April 1, 2014.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Interlocal Agreement between the City of Brenham and Washington County related to jail services and 9-1-1 emergency communication services		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve an Interlocal Agreement between the City of Brenham and Washington County related to jail services and 9-1-1 emergency communication services and authorize the Mayor to execute any necessary documentation		
<b>APPROVALS:</b> Terry K. Roberts		

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY  
FOR JAIL SERVICES AND  
9-1-1 EMERGENCY COMMUNICATION 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”; and

**WHEREAS**, the City and the County obtain certain economies of scale by exchanging jail services for 9-1-1 communication services; and

**WHEREAS**, the City and County have each determined that it would be mutually advantageous to have this Agreement to promote clarity and ease of understanding; and

**WHEREAS**, the City and the County are authorized to enter into this Agreement in all respects; and

**WHEREAS**, on December 13, 2012 the City enacted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Jail Services and 9-1-1 Emergency Communication Services to extend its term until December 31, 2013;

**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 Jail Services and 9-1-1 Communication Services**

- a) The City agrees to provide all emergency and non-emergency communication services (related to the County’s law enforcement and emergency medical service functions) to the County.
- b) The County agrees to provide all jail services for the City.

**2.0 Purpose**

The purpose of this Agreement is to provide for the exchange of jail services for 9-1-1 communication services to directly benefit the residents of the City and 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 January 1, 2014 and shall remain in effect until March 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least thirty (30) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0

### **6.0 Periodic Review**

During the term of this Agreement, and beginning on or before January 1, 2014, the Parties may meet 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 11.0 of this Agreement.

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

**7.0 Payment**

There shall be no monetary payment by either party for the services outlined in this Agreement; the mutual covenants herein and the services exchanged pursuant to this Agreement shall constitute the consideration for this Agreement.

**8.0 Texas Law to Apply**

This Agreement shall be construed under an 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 sent 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 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.

## **11.0 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.

## **12.0 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.

## **13.0 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.

**14.0 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 September, 2013.

**CITY OF BRENHAM**

**WASHINGTON COUNTY**

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

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

**ATTEST:**

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

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



**AGENDA ITEM 13**

<b>DATE OF MEETING:</b> September 16, 2013		<b>DATE SUBMITTED:</b> September 10, 2013	
<b>DEPT. OF ORIGIN:</b> Administration		<b>SUBMITTED BY:</b> Jeana Bellinger	
<b>MEETING TYPE:</b>		<b>CLASSIFICATION:</b>	
<input type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input checked="" type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
<b>ORDINANCE:</b>			
<input type="checkbox"/> 1 <sup>ST</sup> READING			
<input type="checkbox"/> 2 <sup>ND</sup> READING			
<input type="checkbox"/> RESOLUTION			
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Exchange of Services Interlocal Agreement Between the City of Brenham and Washington County For the Comprehensive Exchange of Services and Authorize the Mayor to Execute Any Necessary Documentation			
<b>SUMMARY STATEMENT:</b> See attached memo from the City Manager.			
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>			
<b>A. PROS:</b>			
<b>B. CONS:</b>			
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>			
<b>ATTACHMENTS:</b> (1) Memo from Terry Roberts; (2) Redlined version of ILA indicating all the edits/changes since last distribution; and (3) Clean version of the ILA with all of the redlined changes accepted and corresponding exhibits			
<b>FUNDING SOURCE (Where Applicable):</b>			
<b>RECOMMENDED ACTION:</b> Approve an Exchange of Services Interlocal Agreement between the City of Brenham and Washington County for the comprehensive exchange of services and authorize the Mayor to execute any necessary documentation			
<b>APPROVALS:</b> Terry K. Roberts			



To: Mayor and Council  
From: Terry K. Roberts, City Manager  
Subject: **Exchange of Services ILA**  
Date: September 10, 2013

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Your agenda packet contains two versions of the Exchange of Services Interlocal Agreement between the City of Brenham and Washington County. One is a working copy with edits/changes reflected in red and the other is a “clean” version accepting the all of redlined changes.

We provided you a redlined version so that you can more easily see the modifications that have been made since we last discussed the Exchange of Services ILA with you. Some of the edits reflect changes requested by County Commissioners Fuchs and Hanath who have been the point persons for dealing with the City on the specifics of the Agreement. Other changes were made after discussions between the City Attorney and County Attorney.

Most of the modifications are relatively minor. As we discussed earlier, we have scheduled consideration of this Exchange of Services ILA at our special Council meeting Monday afternoon, September 16<sup>th</sup>. In case you need additional time to consider it, we are also posting the same items for the regular Council meeting on September 19<sup>th</sup>, the last scheduled Council meeting in September. The plan all along has been to complete the review and consideration of the interlocal agreements by September 30<sup>th</sup>. That is when most of the current agreements are set to expire.

The agendas for the September 16<sup>th</sup> and September 19<sup>th</sup> Council meetings will also include the extension of all of the current agreements until the start of the Exchange of Services on April 1<sup>st</sup>. We will handle both the extensions as well as the Exchange agreement itself on the same agenda.

I will address the extensions in a separate memorandum. This format of considering the interlocal agreements on both agendas will allow you the opportunity to discuss and act on interlocal agreements on the 16<sup>th</sup> but it affords you the flexibility to make a final decision on the 19<sup>th</sup>.

The redlined version shows you all of the changes made to the document since you last saw it. We will go over the changes with you at the Council meeting on the 16<sup>th</sup> and, of course, be glad to meet with you individually if you have questions prior to the meeting.

I believe we have a solid agreement to present to you. The changes as reflected in the redlined updated version make for a stronger document.

Financially, the agreement provides a significant benefit to the City's General Fund by reducing the General Fund budget by more than \$1 million. It lowers our property tax rate and gives us a lower rate to work from to consider the funding of future projects or programs in the General Fund. Most importantly, it provides for more equitable funding for city taxpayers.

The exchange of services calls for service levels to be maintained as they are and not diminished. The biggest change in the exchange of services is the County's assumption of the operation of the county wide public safety emergency communications. The County is pledging in the agreement to maintain the same service we have provided. They have agreed to hire all of our employees who are good standing and desire to make the move to the County as communications personnel for their organization.

Exactly how many of our city workers will make the transition is unknown for sure. Some of our staff have expressed that they do not presently intend to make the move. One of the modifications we made in the updated version of the agreement calls for the personnel decisions to be made by February 1<sup>st</sup> instead of March 1<sup>st</sup> so that both the City and County have greater certainty about the scope of the transition of personnel. I would not have a problem changing this to a January 1<sup>st</sup> date, due to the amount of training required for communications personnel.

We also inserted a new provision in the agreement dealing with our personnel who plan to make the move to the County. In Section 10 of the agreement, we have offered to bank transferring employees with up to one week of sick leave in case they get ill early in their new tenure with the County. Currently new employees of the County accrue, but are not eligible to use, sick time for the first 90 days of employment.

Section 4 deals with a summary of the service levels currently in place. In the Communications Services subsection of this section it references the Emergency Communications Department Policy Manual. That manual includes the departmental policies for Communications and includes specific tabs for how Communications deals with the various users including our Police, Fire and Public Utilities operation. This manual is subject to modifications from time to time but it requires that service levels be maintained.

Section 8 deals with the lease of the City owned Communications facility. The lease document and the schedule of equipment and furnishings are still being prepared. Instead of addressing the lease and supporting equipment exhibit(s) as a part of the lengthy exchange of services interlocal agreement, the agreement summarizes it briefly and allows the Mayor and County Judge to execute the lease when it is completed.

Section 12C deals with jail services. We inserted some additional language dealing with those very limited instances where a prisoner in the County jail needs to be transported to and from Municipal Court. As is the current practice, the ILA stipulates that the City will handle transport via the City Marshal's office.

Section 22 deals with indemnification. Each party is responsible for their own actions. We provided in the original interlocal agreement that the County is responsible for indemnifying the City for animal control calls outside the city limits. That remains in the new document because we are being called out upon the request of and at the direction of the sheriff's office. We added clarifying language to ensure it is clear that the County is only indemnifying the City for county animal control calls and not animal shelter operations.

Section 23 deals with insurance and outlines the minimum coverage required by each entity under State law.

Old Section 11 dealt with a transition period. We removed that section entirely because it addressed the time period between October 1<sup>st</sup> and April 1<sup>st</sup> regarding the continuation of the current agreements. Rather than addressing it in the exchange of services agreement, we have created extensions of those agreements addressing the six month interim period.

This covers the more substantive changes from the original draft agreement. Most of the other changes are more grammatical in nature.

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY  
FOR THE COMPREHENSIVE EXCHANGE OF SERVICES**

**WHEREAS**, the City of Brenham, hereafter referred to as “City” and Washington County, hereafter referred to as “County,” each also hereinafter sometimes referred to individually as “Party” or collectively as “Parties,” desire to cooperate to provide multiple public services within the City and Washington County as set forth in this “Interlocal Agreement between the City of Brenham and Washington County for the Exchange of Services,” hereinafter referred to as “Agreement,” as authorized by Texas Government Code, Chapter 791; and

**WHEREAS**, in an effort to find a mutually agreed-upon solution to the delivery of local governmental services, while meeting the objective to achieve fairness and equity, the City and County agree to an exchange of certain public services as outlined in this Agreement; and

**WHEREAS**, the exchange of services enables each Party to operate and manage the agreed upon designated services in such a manner that enables each Party to control its own costs, and each Party is responsible for ensuring delivery of quality service to the citizens of the City and County; and

**WHEREAS**, this Agreement requires the City and the County to deliver certain services to all citizens of Washington County without either Party charging fees to the other Party for those services; and

**WHEREAS**, the Parties acknowledge and agree that the mutual exchange of services and the other terms, conditions and obligations contained in this Agreement constitute fair and adequate consideration for the services being provided and received by each Party; and

**WHEREAS**, the services to be provided by the City to the County under this Agreement are: fire and rescue, animal control, animal shelter and library services, as more fully described herein; and

**WHEREAS**, the services to be delivered by the County to the City under this Agreement are as follows: public safety and other governmental agency communications services, emergency medical services (EMS) and jail services, as more fully described herein; and

**WHEREAS**, the citizens of the City and County will be treated uniformly with no difference in cost charged to City and County citizens for services provided by either Party; and

**WHEREAS**, the City and the County obtain certain economies of scale by combining programs and having an experienced provider of services; and

**WHEREAS**, the City and the County have each determined that it would be mutually advantageous for the administration of the mutual exchange of services to enter into this Agreement to promote clarity and ease of understanding; and

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**WHEREAS**, the City and the County are authorized to enter into this Agreement in all respects;

**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:

**SECTION 1.**  
**RECITALS**

The recitals set forth above are incorporated herein by reference, as if fully set forth in the body of this Agreement.

**SECTION 2.**  
**BACKGROUND**

Prior to the effective date of this Agreement, the City provided fire and rescue, animal control, animal shelter and library services under separate interlocal agreements at a specific funding amount. Pursuant to this Agreement, those services will be exchanged for the County services contained herein.

Prior to the effective date of this Agreement, the County provided EMS to all City and County citizens as a County department operation, and also provided all jail services for City prisoners to the City as part of an exchange of jail services for communications services interlocal agreement.

In this new Agreement, in addition to continuing to provide EMS and jail services, the County shall assume responsibility for the funding, operation and management of a county-wide Communications Department as part of the more comprehensive exchange of services. The City shall continue to provide for the funding, operation and management of fire and rescue, animal control, animal shelter and library services to citizens of the County in the same manner as before, but now as an exchange of public services rather than for monetary compensation.

**SECTION 3.**  
**SERVICE LEVELS MAINTAINED**

Each Party shall continue to provide the functions and operation of the respective services and departments identified in this Agreement in the same manner and to the same level of service as being provided at the time of the effective date of this Agreement. Neither Party may be required to increase, improve, expand or enhance any service being provided pursuant to this Agreement except in accordance with a written amendment to this Agreement approved by the Parties; however, either Party may voluntarily increase, improve, expand or enhance any service it is providing pursuant to this Agreement without obtaining the approval of the other Party.

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Further, neither Party may decrease, degrade, reduce or diminish any service it is providing pursuant to this Agreement except as allowed for library system accreditation as a City library system by the Texas State Library and Archives Commission or its successor agency, or in accordance with a written amendment to this Agreement approved by the Parties.

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**SECTION 4.**  
**SUMMARY OF SERVICE LEVELS PRIOR TO EFFECTIVE DATE**  
**OF AGREEMENT**

**Jail Services:** Prior to the effective date of this Agreement, the County provided all jail services to the City at no cost pursuant to a jail for communication services interlocal agreement that remains in effect through December 31, 2013. This Agreement provides for the County continuing full jail services at the same service levels as currently provided by the County, but as part of a more comprehensive exchange of services and without any monetary funding by the City.

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**EMS Services:** Prior to the effective date of this Agreement, the County provided EMS services as a County operated department to all citizens of Washington County, including residents of the City. This Agreement provides for continuing full EMS services to the City at no cost to the City in the same manner as EMS services have historically been performed by the County without the existence of an interlocal agreement between the City and County.

**Fire and Rescue Services:** Prior to the effective date of this Agreement, the City provided fire and rescue service to the County, in accordance with the “Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Fire Rescue Services” effective January 1, 2013, in the following manner: county-wide rescue service, primary fire response coverage for Division 5 and mutual aid response if the City is the closest adjoining fire department. Mutual aid service levels shall be maintained as outlined in the Interlocal Agreement for Mutual Aid for Fire Protection attached hereto and incorporated herein as Exhibit A. This Agreement provides for continuing the fire and rescue services at the same service levels as currently provided to the County, but as part of a more comprehensive exchange of services and without any monetary funding by the County.

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**Communications Services:** Prior to the effective date of this Agreement, the City provided communications and other services to various public agencies in Washington County including but not limited to the City, County, Blinn College, Texas Department of Public Safety and Burton at no cost to the County, pursuant to a jail for communication services interlocal agreement that remains in effect through December 31, 2013. This Agreement provides for the operations and functions of the Communications Department, as further detailed in this Agreement and in the Emergency Communications Department Policy Manual, including but not limited to the user group policy documents, (provided that all policies and any revisions thereto comply with Section 3 of this Agreement), to be transferred to and be performed by the County at the same service levels as currently provided by the City, at no monetary cost to the City.

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**Animal Control and Animal Shelter Services:** Prior to the effective date of this Agreement, the City provided animal control services and animal shelter services to the County in accordance with the Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and the Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services, both of which were effective January 1, 2013. This Agreement provides for continuing the animal control services and animal shelter services at the same service levels as currently provided but as part of a more comprehensive exchange of services and without any monetary funding by the County.

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**Library Services:** Prior to the effective date of this Agreement, the City provided library services to the County as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Library Services effective January 1, 2013. This Agreement provides for continuing the library services at service levels required for library system accreditation as a City library system as defined by the applicable regulations of the Texas State Library and Archives Commission or its successor agency, but as part of a more comprehensive exchange of services and without any monetary funding by the County.

**SECTION 5.**  
**TRANSFER OF RESPONSIBILITY FOR COMMUNICATIONS FROM CITY TO COUNTY**

As part of the exchange of services provided for in this Agreement, the County agrees to fund, operate and manage the county-wide Communications functions and services, to be wholly transferred from a City Department to a County Department, said transfer to the County to be fully completed and effective as of 12:01 o'clock a.m., Central Time, on the 1st day of April, 2014. Under no circumstances shall the date and time of said transfer be delayed to occur later than 12:01 o'clock a.m., Central Time on April 1, 2014, unless this Agreement is amended by mutual agreement of the City Council and County Commissioners Court as provided for in Section 26 of this Agreement.

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- Deleted: In the event the County requires additional time to fully complete the transfer of the Communications functions and services from the City to the County, the Mayor and County Judge may agree, in writing, that said transfer will occur on a date and time occurring after 12:00 o'clock a.m., Central Time, on the 1<sup>st</sup> day of January, 2014; however, u
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**SECTION 6.**  
**COUNTY COMMUNICATIONS DEPARTMENT**

The County shall operate the Communications functions and services as a separate independent department of the County. The head of the Department will report to the County Judge and Commissioners Court.

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**SECTION 7.**  
**CONTINUATION OF COMMUNICATIONS POLICY BOARD**

As currently exists with the City Communications operation, the County shall establish a Communications Policy Board consisting of at least the public safety heads of the major users of the service, and representing the following positions: County Communications Department Head, County Sheriff, County EMS Director, City Police Chief, and City Fire Chief. The Policy Board will meet on a regular basis to provide policy advice and provide a forum for addressing any service delivery issues or other concerns.

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Both the City and County, through their members on the Policy Board and respective governing bodies of the participating public safety agencies, pledge to ensure the maintenance of professional, high quality communications services because of the public safety nature and impact of the Communications operation.

Public safety software is addressed in a separate Interlocal Agreement for Acquisition and Management of Computer Services attached hereto and incorporated herein as Exhibit B with the annual maintenance cost allocated between the City and County. Decisions regarding software choices for public safety agencies are a joint decision of the City and County because funding is shared by the Parties. Any recommendations concerning software shall be made to the City and County by the Communications Policy Board.

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**SECTION 8.**  
**INITIAL LOCATION OF COUNTY COMMUNICATIONS OPERATIONS**

The County desires to continue operation of the county-wide Communications Department within the current City-owned facilities, utilizing the City-owned real property and improvements, and also utilizing certain other assets and equipment of the City. The City Council and County Commissioners Court hereby respectively authorize the Mayor and County Judge to approve a Communications Facility and Equipment Lease Agreement for use of the City-owned building and certain City equipment and facilities for the operation of the County Communications Department, said Lease Agreement to be effective for a five (5) year term with monthly rental payments to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00). The Mayor and County Judge shall execute said Lease Agreement on behalf of their respective governing bodies upon mutual agreement of the terms and conditions thereof.

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The County intends to relocate the County Communications operation to a County-owned facility at a future date.

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**SECTION 9.**  
**IT SUPPORT OF COMMUNICATIONS OPERATION**

The County shall provide its own information technology (IT) support associated with its Communications operation, as well as support for the Sherriff's Office (SO) and EMS functions. After the effective date of this Agreement, when the County assumes management of the Communications function, the City's IT Department shall confer and assist the County IT staff with transitional IT assistance related to the County Communications Department operation until December 31, 2014. The City and County acknowledge and agree that said City IT Department may be consulted after December 31, 2014, but may only perform actual IT Services for the County under a separate agreement that provides for compensation to the City as may be agreed to by the Parties.

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**SECTION 10.**  
**TRANSITION OF CITY COMMUNICATIONS DEPARTMENT EMPLOYEES**

To assist with a smoother transition and because City Communications Department personnel are knowledgeable about the current communications operations, all employees of the City Communications Department that 1) are in good standing with the City on the effective date of this Agreement; and 2) desire to work in the County Communications Department, shall be employed by the County for similar positions within the County Communications Department.

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An employee of the City Communications Department who is in good standing and desires to accept employment with the County Communications Department shall inform the City of his or her decision to accept employment with the County Communications Department no later than February 1, 2014. City Communications Department employees not hired by the County or who do not find positions within the City organization will be afforded personnel benefits as provided for in the City's Human Resources Policy Manual. City Communications Department employees that are employed by the County Communications Department pursuant to this Section 10 shall be provided credit for up to forty (40) sick leave hours, at City's cost, and said sick leave shall be immediately available for use by such employees upon employment by the County, notwithstanding any conflicting policy of the County.

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**TRANSITION PERIOD¶**  
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Between the time of the approval of and the effective date of this Agreement and the implementation of the transfer of operation, a period of time will be required to assure an orderly transition of services. The effective date of the transfer of the Communications operation and management to the County provided for in this Agreement is January 1, 2014 and may be extended, as outlined in Section 7 of this Agreement, until April 1, 2014. The Parties hereby agree that the currently-extended interlocal agreements between the City and County for fire and rescue, animal control, animal shelter and library services shall be extended for an additional period such that said interlocal agreements will remain effective in their current form and amounts of compensation through December 31, 2013 or until the effective date of this Agreement, whichever date is later.¶

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**SECTION 11.**  
**SCOPE OF SERVICES TO BE PROVIDED BY CITY PURSUANT TO THIS AGREEMENT**

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The Parties agree that this transition period will allow for administrative actions to be implemented for the changeover including the interviewing and hiring of personnel as well as securing the transfer of any documentation for connecting to DPS records, and similar transition issues.¶

**A. Fire Protection and Rescue Services**

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a) The City agrees to provide the following fire protection and rescue services in accordance with its Standard Operating Procedures:

1. To staff, operate and maintain a Fire Station for the benefit of all City and County residents as outlined in this Agreement.
2. To provide fire protection service within the City and in Division 5, an unincorporated area of the County, as shown on the Brenham Fire Divisions Coverage Map, attached hereto and incorporated herein as Exhibit C, as well as providing a mutual aid (See Exhibit A attached hereto) response to adjoining fire departments when the Brenham Fire Department is the next closest fire department.
3. To provide rescue service within the City of Brenham, City of Burton, and in all of the unincorporated areas of the County.

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**B. Animal Control Services**

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a) The City agrees to provide animal control services, at the same level as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services effective January 1, 2013, upon request from the Washington County Sheriff, 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.

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**C. Animal Shelter Services**

a) The City agrees to provide animal sheltering services, at the same level as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services effective January 1, 2013, 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.

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**D. Library Services**

- a) The City agrees to staff, operate, and maintain a public library for the benefit of all City and County residents. The City library system shall meet all City library system accreditation requirements as defined by the applicable regulations of the Texas State Library and Archives Commission or its successor agency.

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**SECTION 12.**  
**SCOPE OF SERVICES TO BE PROVIDED BY COUNTY PURSUANT TO THIS AGREEMENT**

**A. Communications Services**

- a) The County agrees to provide county-wide Communications functions and services, twenty-four (24) hours per day and three hundred sixty-five (365) days per year, to the City and County public safety agencies as provided in this Agreement. The Parties also agree that Communications services will continue to meet the service delivery needs and standards of the City and County public safety user agencies and other governmental user agencies. These standards include but are not limited to the following:

1. Compliance with Department of Public Services (DPS) regulations for operation of the Texas Law Enforcement Telecommunications System (TLETS);
2. Ensuring the Communications component of the City's ISO's (Insurance Service Organization) PPC (Public Protection Classification) rating is maintained at its current (or improved) level;
3. Compliance with 9-1-1 Public Safety Answering Point (PSAP) regulations of the State of Texas;
4. Continue the same level of quality control for assisting Washington County Emergency Medical Services (EMS) with pre-arrival instructions for EMS patients;
5. Compliance with communications standards outlined in Texas Best Practices certification held by the Brenham Police Department;
6. Continue performing all services, operations and functions being performed on the effective date of this Agreement, including but not limited to the services, operations and functions outlined in the Emergency Communications Department Policy Manual, including but not limited to the user group policy documents (provided that all policies and any revisions thereto comply with Section 3 of this Agreement); and
7. Compliance with all requirements and standards related to the Brazos Valley Wide Area Communications System (BVWACS)

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**B. EMS Services**

a) The County agrees to provide paramedic emergency medical services (“EMS”), twenty-four (24) hours per day and three hundred sixty-five (365) days per year, to all citizens of and locations within Brenham and Washington County. The Parties agree that the County shall provide all EMS-related services to the citizens of the City at the same cost as may be charged to citizens of Washington County residing outside of the corporate limits of the City.

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**C. Jail Services**

a) The County agrees to provide all jail services to the City at the County’s jail facilities for any and all persons arrested by a City peace officer pursuant to their authority as prescribed by law (said arrested person or persons being herein called "prisoner"). Upon presentation by a City peace officer of a prisoner arrested, the County shall process the prisoner, in accordance with its customary procedures, and shall compile appropriate sets of records regarding all such prisoners. County shall provide without limitation housing, meals, medical care, transportation (except as otherwise provided herein below), security, and all other jail services for City prisoners. Any prisoner scheduled to appear in the City’s Municipal Court shall be picked-up at the County jail facility and transported to Municipal Court by the City Marshal. The City Marshal shall be responsible for returning said prisoner from Municipal Court to the County’s jail facility. The County agrees that it will not require or permit removal from its jail facilities or transfer a City prisoner processed pursuant to this Agreement unless:

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1. Lawfully ordered by a Court of competent jurisdiction;
2. Required in compliance with a Writ of Habeas Corpus;
3. Bail bond is furnished;
4. Authorized by a City peace officer;
5. Required for necessary medical treatment and/or hospitalization; or
6. As otherwise required by law.

**SECTION 13.**  
**PURPOSE**

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The purpose of this Agreement is to outline the terms and conditions of the exchange of public services between the City and County as provided for in this Agreement.

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**SECTION 14.**  
**BREACH**

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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, including but not limited to specific performance. 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 (iii) the breaching Party has been given advance written approval to proceed by the non-breaching Party. Such notice of breach 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.

**SECTION 15.**  
**WAIVER**

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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 in writing by the Party not in breach of this Agreement.

**SECTION 16.**  
**TERM**

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This Agreement shall be effective for an Initial Term of five (5) years beginning April 1, 2014 and shall remain in effect until March 31, 2019. If either Party desires to terminate this Agreement at the end of the Initial Term, the terminating Party must provide written notice of termination to the other Party no later than March 31, 2018. After the Initial Term, this Agreement shall automatically renew annually for a subsequent one (1) year period ("Renewal Term"). Either Party, however, notwithstanding any other provision contained in this Agreement, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one (1) year prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 20. Further, this Agreement is also subject to termination for breach as provided for in Section 14.

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**SECTION 17.**  
**REVIEW**

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During the term of this Agreement, and beginning on or before October 1, 2017, the Parties shall meet at least once (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. 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 26 of this Agreement.

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

**SECTION 18.**  
**CONSIDERATION**

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The City and County acknowledge and agree that the mutual exchange of services and the other terms, conditions and obligations contained in this Agreement constitute fair and adequate consideration for the services being provided and received by each Party, and neither Party is entitled any monetary compensation from the other Party for any services provided pursuant to this Agreement.

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Each Party hereby reserves the right to assess and collect fees from City and County citizens, and other service recipients, for services provided by the Party pursuant to this Agreement; provided, however, the citizens of the City and County will be treated uniformly with no difference in fees charged to City and County citizens for services provided by either Party.

**SECTION 19.**  
**TEXAS LAW TO APPLY**

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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. The Parties agreement that exclusive venue for any dispute, claim, cause of action or other legal proceeding arising under this Agreement shall be in Washington County, Texas.

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**SECTION 20.**  
**NOTICE**

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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 sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective ~~five (5)~~ days after ~~the post mark date~~. 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.

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**SECTION 21.**  
**FUNDING**

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The City and County shall each fund their respective obligations required to be performed pursuant to this Agreement from current revenue funds or any other lawfully available source.

**SECTION 22.**  
**LIABILITY; INDEMNIFICATION**

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Except as otherwise provided herein, in providing services under this Agreement, each Party to this Agreement will be responsible for its own actions and/or omissions and the actions and/or omissions of its officers, employees, contractors, agents and volunteers, and shall not be liable for any civil liability that may arise from the furnishing or performance of the services by the other Party.

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Except as otherwise provided herein, each Party to this Agreement expressly waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

The Parties acknowledge and agree that the City, in performing animal control services pursuant to this Agreement, is acting at the request and under the direction of the Washington County Sheriff or his/her designee, without the benefit of County-adopted animal control regulations. Therefore, notwithstanding any other provision in this Agreement, the Parties agree that 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 animal control services provided by the City pursuant to this Agreement. The County's indemnification of the City pursuant to this paragraph shall not apply to any acts, omissions or willful misconduct of the City or its officers, agents, employees or volunteers in the execution, operation, or performance of animal shelter services provided by the City pursuant to this Agreement

**SECTION 23.**  
**INSURANCE**

Throughout the term of this Agreement, the City and County shall provide and maintain:

1. General Liability Insurance or coverage through a risk pool and Business Automobile Liability Insurance or coverage through a risk pool on all owned, non-owned or hired vehicular equipment in the following minimum amounts:

**County – Auto Liability Coverage**

**Bodily Injury Liability:**

Each Person: \$100,000

Each Accident: \$300,000

**Property Damage Liability**

Each Accident: \$100,000

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Deleted: with a minimum bodily injury and property damage of \$1,000,000 per occurrence, including contractual liability coverage;

Deleted: of at least \$1,000,000 combined single limit (CSL) per occurrence for bodily injury and property damage.

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**County – General Liability Coverage**

Bodily Injury Liability:

<u>Each Person:</u>	<u>\$100,000</u>
<u>Each Occurrence:</u>	<u>\$300,000</u>

Property Damage Liability

<u>Each Occurrence:</u>	<u>\$100,000</u>
<u>Damage to Rented Premises</u>	<u>\$50,000</u>

Personal and Advertising Injury Liability

<u>Per Person</u>	<u>\$100,000</u>
<u>Per Offense/Aggregate</u>	<u>\$300,000</u>

Employee Benefits Liability \$100,000

Medical Payment Per Person \$5,000

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**City – Auto Liability Coverage**

Bodily Injury Liability:

<u>Each Person:</u>	<u>\$250,000</u>
<u>Each Accident:</u>	<u>\$500,000</u>

Property Damage Liability

<u>Each Accident:</u>	<u>\$100,000</u>
-----------------------	------------------

**City – General Liability Coverage**

Bodily Injury Liability:

<u>Each Person:</u>	<u>\$250,000</u>
<u>Each Occurrence:</u>	<u>\$500,000</u>

Property Damage Liability

<u>Each Occurrence:</u>	<u>\$100,000</u>
<u>Damage to Rented Premises</u>	<u>\$50,000</u>

Personal and Advertising Injury Liability

<u>Per Person</u>	<u>\$250,000</u>
<u>Per Offense/Aggregate</u>	<u>\$500,000</u>

Employee Benefits Liability \$100,000

Medical Payment Per Person \$5,000

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Each Party shall provide the other Party a certificate of coverage issued by the Party's insurer(s) or risk pool. The Parties shall not permit or cause any insurance/coverage required by this Agreement to be cancelled or permit any insurance/coverage required by this Agreement to lapse during the term of this Agreement.

If providing coverage through an insurance company, only Insurance companies licensed and admitted to do business in the State of Texas will be accepted.

"Claims Made" policies will not be accepted.

Each insurance policy/coverage document shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to each Additional Insured.

**SECTION 24.**  
**INDEPENDENT CONTRACTOR**

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative or employee of the other. Subject to the terms of this Agreement, and except as otherwise provided herein, each Party shall have the right to control the details of its performance hereunder.

**SECTION 25.**  
**LEGAL CONSTRUCTION; HEADING**

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.

**SECTION 26.**  
**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.

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Deleted: The policies/coverage shall include the following endorsements in favor of the other Party: 1) waiver of subrogation; 2) thirty (30) days' notice of cancellation; and 3) the other Party its officials, employees, agents and volunteers listed as an additional insured. ¶  
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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.

**SECTION 27.**  
**PARTIES BOUND**

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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.

**SECTION 28.**  
**GENDER**

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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.

**SECTION 29.**  
**ATTORNEY'S FEES**

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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.

**SECTION 30.**  
**IMMUNITY OR DEFENSE**

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It is expressly understood that the County and the City do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions. Nothing in this Agreement shall be construed to create a right or a ground of recovery for any third party.

**SECTION 31.**  
**SUCCESSORS AND ASSIGNS; PARTIES BOUND**

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Neither Party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other Party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. 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.

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**SECTION 32.**  
**CONTRACT CONSTRUCTION**

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The Parties acknowledge that each Party and its legal counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**SECTION 33.**  
**FORCE MAJEURE**

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It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder is delayed for any reason of war or terrorism; civil commotion, acts of God; inclement weather; governmental restrictions, regulations or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was so delayed.

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

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**CITY OF BRENHAM**

**WASHINGTON COUNTY**

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

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

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**ATTEST:**

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

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

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**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY  
FOR THE COMPREHENSIVE EXCHANGE OF SERVICES**

**WHEREAS**, the City of Brenham, hereafter referred to as “City” and Washington County, hereafter referred to as “County,” each also hereinafter sometimes referred to individually as “Party” or collectively as “Parties,” desire to cooperate to provide multiple public services within the City and Washington County as set forth in this “Interlocal Agreement between the City of Brenham and Washington County for the Exchange of Services,” hereinafter referred to as “Agreement,” as authorized by Texas Government Code, Chapter 791; and

**WHEREAS**, in an effort to find a mutually agreed-upon solution to the delivery of local governmental services, while meeting the objective to achieve fairness and equity, the City and County agree to an exchange of certain public services as outlined in this Agreement; and

**WHEREAS**, the exchange of services enables each Party to operate and manage the agreed upon designated services in such a manner that enables each Party to control its own costs, and each Party is responsible for ensuring delivery of quality service to the citizens of the City and County; and

**WHEREAS**, this Agreement requires the City and the County to deliver certain services to all citizens of Washington County without either Party charging fees to the other Party for those services; and

**WHEREAS**, the Parties acknowledge and agree that the mutual exchange of services and the other terms, conditions and obligations contained in this Agreement constitute fair and adequate consideration for the services being provided and received by each Party; and

**WHEREAS**, the services to be provided by the City to the County under this Agreement are: fire and rescue, animal control, animal shelter and library services, as more fully described herein; and

**WHEREAS**, the services to be delivered by the County to the City under this Agreement are as follows: public safety and other governmental agency communications services, emergency medical services (EMS) and jail services, as more fully described herein; and

**WHEREAS**, the citizens of the City and County will be treated uniformly with no difference in cost charged to City and County citizens for services provided by either Party; and

**WHEREAS**, the City and the County obtain certain economies of scale by combining programs and having an experienced provider of services; and

**WHEREAS**, the City and the County have each determined that it would be mutually advantageous for the administration of the mutual exchange of services to enter into this Agreement to promote clarity and ease of understanding; and

**WHEREAS**, the City and the County are authorized to enter into this Agreement in all respects;

**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:

**SECTION 1.**  
**RECITALS**

The recitals set forth above are incorporated herein by reference, as if fully set forth in the body of this Agreement.

**SECTION 2.**  
**BACKGROUND**

Prior to the effective date of this Agreement, the City provided fire and rescue, animal control, animal shelter and library services under separate interlocal agreements at a specific funding amount. Pursuant to this Agreement, those services will be exchanged for the County services contained herein.

Prior to the effective date of this Agreement, the County provided EMS to all City and County citizens as a County department operation, and also provided all jail services for City prisoners to the City as part of an exchange of jail services for communications services interlocal agreement.

In this new Agreement, in addition to continuing to provide EMS and jail services, the County shall assume responsibility for the funding, operation and management of a county-wide Communications Department as part of the more comprehensive exchange of services. The City shall continue to provide for the funding, operation and management of fire and rescue, animal control, animal shelter and library services to citizens of the County in the same manner as before, but now as an exchange of public services rather than for monetary compensation.

**SECTION 3.**  
**SERVICE LEVELS MAINTAINED**

Each Party shall continue to provide the functions and operation of the respective services and departments identified in this Agreement in the same manner and to the same level of service as being provided at the time of the effective date of this Agreement. Neither Party may be required to increase, improve, expand or enhance any service being provided pursuant to this Agreement except in accordance with a written amendment to this Agreement approved by the Parties; however, either Party may voluntarily increase, improve, expand or enhance any service it is providing pursuant to this Agreement without obtaining the approval of the other Party.

Further, neither Party may decrease, degrade, reduce or diminish any service it is providing pursuant to this Agreement except as allowed for library system accreditation as a City library system by the Texas State Library and Archives Commission or its successor agency, or in accordance with a written amendment to this Agreement approved by the Parties.

**SECTION 4.**  
**SUMMARY OF SERVICE LEVELS PRIOR TO EFFECTIVE DATE**  
**OF AGREEMENT**

**Jail Services:** Prior to the effective date of this Agreement, the County provided all jail services to the City at no cost pursuant to a jail for communication services interlocal agreement that remains in effect through December 31, 2013. This Agreement provides for the County continuing full jail services at the same service levels as currently provided by the County, but as part of a more comprehensive exchange of services and without any monetary funding by the City.

**EMS Services:** Prior to the effective date of this Agreement, the County provided EMS services as a County operated department to all citizens of Washington County, including residents of the City. This Agreement provides for continuing full EMS services to the City at no cost to the City in the same manner as EMS services have historically been performed by the County without the existence of an interlocal agreement between the City and County.

**Fire and Rescue Services:** Prior to the effective date of this Agreement, the City provided fire and rescue service to the County, in accordance with the “Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Fire Rescue Services” effective January 1, 2013, in the following manner: county-wide rescue service, primary fire response coverage for Division 5 and mutual aid response if the City is the closest adjoining fire department. Mutual aid service levels shall be maintained as outlined in the Interlocal Agreement for Mutual Aid for Fire Protection attached hereto and incorporated herein as Exhibit A. This Agreement provides for continuing the fire and rescue services at the same service levels as currently provided to the County, but as part of a more comprehensive exchange of services and without any monetary funding by the County.

**Communications Services:** Prior to the effective date of this Agreement, the City provided communications and other services to various public agencies in Washington County including but not limited to the City, County, Blinn College, Texas Department of Public Safety and Burton at no cost to the County, pursuant to a jail for communication services interlocal agreement that remains in effect through December 31, 2013. This Agreement provides for the operations and functions of the Communications Department, as further detailed in this Agreement and in the Emergency Communications Department Policy Manual, including but not limited to the user group policy documents (provided that all policies and any revisions thereto comply with Section 3 of this Agreement), to be transferred to and be performed by the County at the same service levels as currently provided by the City, at no monetary cost to the City.

**Animal Control and Animal Shelter Services:** Prior to the effective date of this Agreement, the City provided animal control services and animal shelter services to the County in accordance with the Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and the Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services, both of which were effective January 1, 2013. This Agreement provides for continuing the animal control services and animal shelter services at the same service levels as currently provided but as part of a more comprehensive exchange of services and without any monetary funding by the County.

**Library Services:** Prior to the effective date of this Agreement, the City provided library services to the County as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Library Services effective January 1, 2013. This Agreement provides for continuing the library services at service levels required for library system accreditation as a City library system as defined by the applicable regulations of the Texas State Library and Archives Commission or its successor agency, but as part of a more comprehensive exchange of services and without any monetary funding by the County.

**SECTION 5.**  
**TRANSFER OF RESPONSIBILITY FOR COMMUNICATIONS FROM**  
**CITY TO COUNTY**

As part of the exchange of services provided for in this Agreement, the County agrees to fund, operate and manage the county-wide Communications functions and services, to be wholly transferred from a City Department to a County Department, said transfer to the County to be fully completed and effective as of 12:01 o'clock a.m., Central Time, on the 1st day of April, 2014. Under no circumstances shall the date and time of said transfer be delayed to occur later than 12:01 o'clock a.m., Central Time on April 1, 2014, unless this Agreement is amended by mutual agreement of the City Council and County Commissioners Court as provided for in Section 26 of this Agreement.

**SECTION 6.**  
**COUNTY COMMUNICATIONS DEPARTMENT**

The County shall operate the Communications functions and services as a separate independent department of the County. The head of the Department will report to the County Judge and Commissioners Court.

**SECTION 7.**  
**CONTINUATION OF COMMUNICATIONS POLICY BOARD**

As currently exists with the City Communications operation, the County shall establish a Communications Policy Board consisting of at least the public safety heads of the major users of the service, and representing the following positions: County Communications Department Head, County Sheriff, County EMS Director, City Police Chief, and City Fire Chief. The Policy Board will meet on a regular basis to provide policy advice and provide a forum for addressing any service delivery issues or other concerns.

Both the City and County, through their members on the Policy Board and respective governing bodies of the participating public safety agencies, pledge to ensure the maintenance of professional, high quality communications services because of the public safety nature and impact of the Communications operation.

Public safety software is addressed in a separate Interlocal Agreement for Acquisition and Management of Computer Services attached hereto and incorporated herein as Exhibit B with the annual maintenance cost allocated between the City and County. Decisions regarding software choices for public safety agencies are a joint decision of the City and County because funding is shared by the Parties. Any recommendations concerning software shall be made to the City and County by the Communications Policy Board.

**SECTION 8.**  
**INITIAL LOCATION OF COUNTY COMMUNICATIONS OPERATIONS**

The County desires to continue operation of the county-wide Communications Department within the current City-owned facilities, utilizing the City-owned real property and improvements, and also utilizing certain other assets and equipment of the City. The City Council and County Commissioners Court hereby respectively authorize the Mayor and County Judge to approve a Communications Facility and Equipment Lease Agreement for use of the City-owned building and certain City equipment and facilities for the operation of the County Communications Department, said Lease Agreement to be effective for a five (5) year term with monthly rental payments to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00). The Mayor and County Judge shall execute said Lease Agreement on behalf of their respective governing bodies upon mutual agreement of the terms and conditions thereof.

The County intends to relocate the County Communications operation to a County-owned facility at a future date.

**SECTION 9.**  
**IT SUPPORT OF COMMUNICATIONS OPERATION**

The County shall provide its own information technology (IT) support associated with its Communications operation, as well as support for the Sherriff's Office (SO) and EMS functions. After the effective date of this Agreement, when the County assumes management of the Communications function, the City's IT Department shall confer and assist the County IT staff with transitional IT assistance related to the County Communications Department operation until December 31, 2014. The City and County acknowledge and agree that said City IT Department may be consulted after December 31, 2014, but may only perform actual IT Services for the County under a separate agreement that provides for compensation to the City as may be agreed to by the Parties.

**SECTION 10.**  
**TRANSITION OF CITY COMMUNICATIONS DEPARTMENT EMPLOYEES**

To assist with a smoother transition and because City Communications Department personnel are knowledgeable about the current communications operations, all employees of the City Communications Department that 1) are in good standing with the City on the effective date of this Agreement; and 2) desire to work in the County Communications Department, shall be employed by the County for similar positions within the County Communications Department.

An employee of the City Communications Department who is in good standing and desires to accept employment with the County Communications Department shall inform the City of his or her decision to accept employment with the County Communications Department no later than February 1, 2014. City Communications Department employees not hired by the County or who do not find positions within the City organization will be afforded personnel benefits as provided for in the City's Human Resources Policy Manual. City Communications Department employees that are employed by the County Communications Department pursuant to this Section 10 shall be provided credit for up to forty (40) sick leave hours, at City's cost, and said sick leave shall be immediately available for use by such employees upon employment by the County, notwithstanding any conflicting policy of the County.

**SECTION 11.**  
**SCOPE OF SERVICES TO BE PROVIDED BY CITY PURSUANT TO THIS**  
**AGREEMENT**

**A. Fire Protection and Rescue Services**

- a) The City agrees to provide the following fire protection and rescue services in accordance with its Standard Operating Procedures:
  - 1. To staff, operate and maintain a Fire Station for the benefit of all City and County residents as outlined in this Agreement.
  - 2. To provide fire protection service within the City and in Division 5, an unincorporated area of the County, as shown on the Brenham Fire Divisions Coverage Map, attached hereto and incorporated herein as Exhibit C, as well as providing a mutual aid (See Exhibit A attached hereto) response to adjoining fire departments when the Brenham Fire Department is the next closest fire department.
  - 3. To provide rescue service within the City of Brenham, City of Burton, and in all of the unincorporated areas of the County.

**B. Animal Control Services**

- a) The City agrees to provide animal control services, at the same level as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services effective January 1, 2013, upon request from the Washington County Sheriff, 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.

**C. Animal Shelter Services**

- a) The City agrees to provide animal sheltering services, at the same level as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services effective January 1, 2013, 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.

#### **D. Library Services**

- a) The City agrees to staff, operate, and maintain a public library for the benefit of all City and County residents. The City library system shall meet all City library system accreditation requirements as defined by the applicable regulations of the Texas State Library and Archives Commission or its successor agency.

### **SECTION 12.** **SCOPE OF SERVICES TO BE PROVIDED BY COUNTY PURSUANT TO THIS** **AGREEMENT**

#### **A. Communications Services**

- a) The County agrees to provide county-wide Communications functions and services, twenty-four (24) hours per day and three hundred sixty-five (365) days per year, to the City and County public safety agencies as provided in this Agreement. The Parties also agree that Communications services will continue to meet the service delivery needs and standards of the City and County public safety user agencies and other governmental user agencies. These standards include but are not limited to the following:
  1. Compliance with Department of Public Services (DPS) regulations for operation of the Texas Law Enforcement Telecommunications System (TLETS);
  2. Ensuring the Communications component of the City's ISO's (Insurance Service Organization) PPC (Public Protection Classification) rating is maintained at its current (or improved) level;
  3. Compliance with 9-1-1 Public Safety Answering Point (PSAP) regulations of the State of Texas;
  4. Continue the same level of quality control for assisting Washington County Emergency Medical Services (EMS) with pre-arrival instructions for EMS patients;
  5. Compliance with communications standards outlined in Texas Best Practices certification held by the Brenham Police Department;
  6. Continue performing all services, operations and functions being performed on the effective date of this Agreement, including but not limited to the services, operations and functions outlined in the Emergency Communications Department Policy Manual, including but not limited to the user group policy documents (provided that all policies and any revisions thereto comply with Section 3 of this Agreement); and
  7. Compliance with all requirements and standards related to the Brazos Valley Wide Area Communications System (BVWACS)

## **B. EMS Services**

- a) The County agrees to provide paramedic emergency medical services (“EMS”), twenty-four (24) hours per day and three hundred sixty-five (365) days per year, to all citizens of and locations within Brenham and Washington County. The Parties agree that the County shall provide all EMS-related services to the citizens of the City at the same cost as may be charged to citizens of Washington County residing outside of the corporate limits of the City.

## **C. Jail Services**

- a) The County agrees to provide all jail services to the City at the County’s jail facilities for any and all persons arrested by a City peace officer pursuant to their authority as prescribed by law (said arrested person or persons being herein called "prisoner"). Upon presentation by a City peace officer of a prisoner arrested, the County shall process the prisoner, in accordance with its customary procedures, and shall compile appropriate sets of records regarding all such prisoners. County shall provide without limitation housing, meals, medical care, transportation (except as otherwise provided herein below), security, and all other jail services for City prisoners. Any prisoner scheduled to appear in the City’s Municipal Court shall be picked-up at the County jail facility and transported to Municipal Court by the City Marshal. The City Marshal shall be responsible for returning said prisoner from Municipal Court to the County’s jail facility. The County agrees that it will not require or permit removal from its jail facilities or transfer a City prisoner processed pursuant to this Agreement unless:
  1. Lawfully ordered by a Court of competent jurisdiction;
  2. Required in compliance with a Writ of Habeas Corpus;
  3. Bail bond is furnished;
  4. Authorized by a City peace officer;
  5. Required for necessary medical treatment and/or hospitalization; or
  6. As otherwise required by law.

### **SECTION 13.** **PURPOSE**

The purpose of this Agreement is to outline the terms and conditions of the exchange of public services between the City and County as provided for in this Agreement.

**SECTION 14.**  
**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, including but not limited to specific performance. 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 (iii) the breaching Party has been given advance written approval to proceed by the non-breaching Party. Such notice of breach 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.

**SECTION 15.**  
**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 in writing by the Party not in breach of this Agreement.

**SECTION 16.**  
**TERM**

This Agreement shall be effective for an Initial Term of five (5) years beginning April 1, 2014 and shall remain in effect until March 31, 2019. If either Party desires to terminate this Agreement at the end of the Initial Term, the terminating Party must provide written notice of termination to the other Party no later than March 31, 2018. After the Initial Term, this Agreement shall automatically renew annually for a subsequent one (1) year period ("Renewal Term"). Either Party, however, notwithstanding any other provision contained in this Agreement, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one (1) year prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 20. Further, this Agreement is also subject to termination for breach as provided for in Section 14.

**SECTION 17.**  
**REVIEW**

During the term of this Agreement, and beginning on or before October 1, 2017, the Parties shall meet at least once (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. 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 26 of this Agreement.

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

**SECTION 18.**  
**CONSIDERATION**

The City and County acknowledge and agree that the mutual exchange of services and the other terms, conditions and obligations contained in this Agreement constitute fair and adequate consideration for the services being provided and received by each Party, and neither Party is entitled any monetary compensation from the other Party for any services provided pursuant to this Agreement.

Each Party hereby reserves the right to assess and collect fees from City and County citizens, and other service recipients, for services provided by the Party pursuant to this Agreement; provided, however, the citizens of the City and County will be treated uniformly with no difference in fees charged to City and County citizens for services provided by either Party.

**SECTION 19.**  
**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. The Parties agree that exclusive venue for any dispute, claim, cause of action or other legal proceeding arising under this Agreement shall be in Washington County, Texas.

**SECTION 20.**  
**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 sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective five (5) days after the post mark date. 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.

**SECTION 21.**  
**FUNDING**

The City and County shall each fund their respective obligations required to be performed pursuant to this Agreement from current revenue funds or any other lawfully available source.

**SECTION 22.**  
**LIABILITY; INDEMNIFICATION**

Except as otherwise provided herein, in providing services under this Agreement, each Party to this Agreement will be responsible for its own actions and/or omissions and the actions and/or omissions of its officers, employees, contractors, agents and volunteers, and shall not be liable for any civil liability that may arise from the furnishing or performance of the services by the other Party.

Except as otherwise provided herein, each Party to this Agreement expressly waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

The Parties acknowledge and agree that the City, in performing animal control services pursuant to this Agreement, is acting at the request and under the direction of the Washington County Sheriff or his/her designee, without the benefit of County-adopted animal control regulations. Therefore, notwithstanding any other provision in this Agreement, the Parties agree that 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 animal control services provided by the City pursuant to this Agreement. The County's indemnification of the City pursuant to this paragraph shall not apply to any acts, omissions or willful misconduct of the City or its officers, agents, employees or volunteers in the execution, operation, or performance of animal shelter services provided by the City pursuant to this Agreement

**SECTION 23.**  
**INSURANCE**

Throughout the term of this Agreement, the City and County shall provide and maintain:

1. General Liability Insurance or coverage through a risk pool and Business Automobile Liability Insurance or coverage through a risk pool on all owned, non-owned or hired vehicular equipment in the following minimum amounts:

**County – Auto Liability Coverage**

**Bodily Injury Liability:**

Each Person: \$100,000

Each Accident: \$300,000

**Property Damage Liability**

Each Accident: \$100,000

**County – General Liability Coverage**

Bodily Injury Liability:	
Each Person:	\$100,000
Each Occurrence:	\$300,000
Property Damage Liability	
Each Occurrence:	\$100,000
Damage to Rented Premises	\$50,000
Personal and Advertising Injury Liability	
Per Person	\$100,000
Per Offense/Aggregate	\$300,000
Employee Benefits Liability	\$100,000
Medical Payment Per Person	\$5,000

**City – Auto Liability Coverage**

Bodily Injury Liability:	
Each Person:	\$250,000
Each Accident:	\$500,000
Property Damage Liability	
Each Accident:	\$100,000

**City – General Liability Coverage**

Bodily Injury Liability:	
Each Person:	\$250,000
Each Occurrence:	\$500,000
Property Damage Liability	
Each Occurrence:	\$100,000
Damage to Rented Premises	\$50,000
Personal and Advertising Injury Liability	
Per Person	\$250,000
Per Offense/Aggregate	\$500,000
Employee Benefits Liability	\$100,000
Medical Payment Per Person	\$5,000

Each Party shall provide the other Party a certificate of coverage issued by the Party's insurer(s) or risk pool. The Parties shall not permit or cause any insurance/coverage required by this Agreement to be cancelled or permit any insurance/coverage required by this Agreement to lapse during the term of this Agreement.

If providing coverage through an insurance company, only Insurance companies licensed and admitted to do business in the State of Texas will be accepted.

"Claims Made" policies will not be accepted.

Each insurance policy/coverage document shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to each Additional Insured.

**SECTION 24.**  
**INDEPENDENT CONTRACTOR**

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative or employee of the other. Subject to the terms of this Agreement, and except as otherwise provided herein, each Party shall have the right to control the details of its performance hereunder.

**SECTION 25.**  
**LEGAL CONSTRUCTION; HEADING**

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.

**SECTION 26.**  
**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.

**SECTION 27.**  
**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.

**SECTION 28.**  
**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.

**SECTION 29.**  
**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.

**SECTION 30.**  
**IMMUNITY OR DEFENSE**

It is expressly understood that the County and the City do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions. Nothing in this Agreement shall be construed to create a right or a ground of recovery for any third party.

**SECTION 31.**  
**SUCCESSORS AND ASSIGNS; PARTIES BOUND**

Neither Party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other Party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. 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.

**SECTION 32.**  
**CONTRACT CONSTRUCTION**

The Parties acknowledge that each Party and its legal counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**SECTION 33.**  
**FORCE MAJEURE**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder is delayed for any reason of war or terrorism; civil commotion, acts of God; inclement weather; governmental restrictions, regulations or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was so delayed.

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

**CITY OF BRENHAM**

**WASHINGTON COUNTY**

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

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

**ATTEST:**

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

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

# MUTUAL AID AGREEMENT

THE STATE OF TEXAS

COUNTY OF WASHINGTON

## Exhibit A

### AGREEMENT FOR MUTUAL AID FOR FIRE PROTECTION

This agreement between the CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS, and the undersigned FIRE DEPARTMENTS within Washington County, Texas (hereinafter, the "Fire Department") is for the purpose of securing to each the benefits of mutual aid in fire prevention, in the protection of life and property from fire and in fire fighting, and rescue activities.

In order to receive the considerations recited above, it is agreed that:

#### I. Scope of Service

Upon the request to the responding Fire Department by the requesting fire department or by a pre-arranged response procedure on file at the appropriate dispatch agency, fire fighting, and rescue equipment and personnel will be dispatched to any point within the jurisdiction of the requesting Fire Department, designated either by the requesting Fire Department or by pre-arranged response procedures.

#### II. Service Areas

It is agreed between each Fire Department, that the fire fighting, and rescue services extend only to the area served by each Fire Department.

#### III. Conditions

Any dispatch of fire fighting, or rescue equipment and personnel pursuant to this agreement is subject to the following conditions:

- A. Any request for mutual aid hereunder shall include a statement of the amount and type of equipment and the number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel, if any, to be furnished shall be determined by the responding Fire Department. Pre-determined response protocols can supersede the above.
- B. The responding Fire Department shall report to the Incident Commander, or his/her designee of the requesting Fire Department, at the location to which the equipment and personnel are dispatched, and shall be subject to the orders of the Incident Commander or his/her designee. Provided however, that the Officer in charge of the equipment and personnel of the responding Fire Department shall be responsible for operating within the established policies and procedures of the responding Fire Department.
- C. The mutual aid rendered under the terms of this agreement shall include fire fighting services, and rescue services
- D. The responding Fire Department shall be released as soon as feasible by the requesting Fire Department when the services of the responding Fire Department are no longer required.
- E. The Fire Department should have a statement in their policy manual (SOG's) to indicate a standing order to all members of the Department, ordering them to take appropriate actions, consistent with the exposure to loss, until such time as dispatch is accomplished. For example: a member discovers a fire and takes immediate action and is injured. (This particular clause is a requirement for the Federal Public Safety Officers Benefit Program, and must be in written SOG's to qualify for the program.)

#### IV. Level of Performance

Each Fire Department shall provide each to the other, the following levels of service, type of certifications and documentation if requested. These requirements are to be provided immediately upon request.

1. The Fire Departments should be a member in good standing with the State Firemen's and Fire Marshal's Association of Texas. The Fire Departments should also be an active participant with the Texas Volunteer Firefighter

2. The amount of personnel to be sent on particular types of apparatus shall be determined by a representative of the responding Fire Department.
3. Each Fire Department is to be recognized by the State Fire Marshal, or by their respective County as being the Fire Department having jurisdiction in their specific response area.
4. Each Fire Department should be a member in good standing in their respective County and local area Firefighters Associations.
5. Each Fire Department must carry sufficient insurance coverage on their personnel and equipment, including coverage for damage to other equipment and personnel through error or omission.

**VI. Compensation**

A party to this Agreement shall not be reimbursed or compensated by the other party for any costs incurred pursuant to this Agreement except as provided by law, applicable regulations, or upon agreement between the parties hereto.

**VII. Equipment and Personnel**

All equipment used by each Fire Department in carrying out this Agreement, will be owned by each Party, under contract to, or available under authorization by an appropriate Agency. All personnel acting for each Fire Department under this Agreement will be members of the Fire Department.

**VIII. Liability**

- A. The Parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire response traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement hereto.
- B. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of the other party or any of the other party's members while in any manner furnishing services hereunder.

**IX. Immunity or Defense**

It is expressly understood and agreed that, by the execution of this Agreement, neither party waives, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it or it's members against claims arising in the exercise of its functions and activities.

**X. Termination by any Party**

If for any reason any party to this Agreement is unable or unwilling to carry out the terms of this Agreement, or it would become unduly burdensome for that party to continue performing this Agreement, that party shall have the option to terminate this Agreement upon thirty (30) days written notice to the other party at the headquarters or business address of the other party.

**XI. Severability**

If for any reason any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remainder of the Agreement but shall be confined in its operation to the specific provision of this Agreement held invalid, and the invalidity of any provision of this Agreement in any one or more instances shall not affect or prejudice in any way the validity of this Agreement in any other instance.

**XII. Effective Date**

This Agreement is effective the date of the last signature required below, and shall be perpetual, unless otherwise terminated. This Agreement supersedes any other Mutual Aid Agreement or arrangements between the parties.

**CITY of BRENHAM**

By: Walter Schwartz  
**Walter Schwartz**  
 Mayor City of Brenham

Date: 1/12/01

Attest: Doris Ann Schuimer

**WASHINGTON COUNTY**

By: Dorothy Morgan  
**Dorothy Morgan**  
 County Judge

Date: 1-9-01

Attest: Pat Crattree

Attest: \_\_\_\_\_  
BERLIN MILLCREEK FIRE DEPARTMENT  
By: Mike McAnally  
Mike McAnally, Chief  
Date: 1-17-01  
Attest: [Signature]

Attest: \_\_\_\_\_  
BRENHAM FIRE DEPARTMENT  
By: Robert Weiss  
Robert Weiss, Chief  
Date: 1-17-01  
Attest: [Signature]

BURTON VOLUNTEER FIRE DEPARTMENT  
By: Ronnie Stanley  
Ronnie Stanley, Chief  
Date: 1-17-01  
Attest: [Signature]

CHAPPELL HILL VOLUNTEER FIRE DEPARTMENT  
By: Ken Burnett  
Ken Burnett, Chief  
Date: 1-17-01  
Attest: [Signature]

LATUM, WESLEY, GREENVINE VOLUNTEER  
FIRE DEPARTMENT  
By: Mark Hundermer  
Mark Hundermer, Chief  
Date: 1-17-01  
Attest: [Signature]

MOUND HILL, CEDAR HILL, GAY HILL, VOLUNTEER  
FIRE DEPARTMENT  
By: Donald Schroeder  
Donald Schroeder, Chief  
Date: 1-17-01  
Attest: [Signature]

MEYERSVILLE VOLUNTEER FIRE DEPARTMENT  
By: Alan Pittmann  
Alan Pittmann, Chief  
Date: \_\_\_\_\_  
Attest: [Signature]

ROCKY CREEK VOLUNTEER FIRE DEPARTMENT  
By: Charles Davis  
~~Stephen [unclear], Chief~~ ASST  
CHARLES DAVIS  
Date: 1-17-01  
Attest: [Signature]

OLD WASHINGTON VOLUNTEER FIRE DEPARTMENT  
By: Don Hinze  
Don Hinze, Chief  
Date: 1-17-01  
Attest: [Signature]

SALEM VOLUNTEER FIRE DEPARTMENT  
By: Stephen Draehn  
Stephen Draehn, Chief  
Date: 01-17-01  
Attest: [Signature]

PRAIRIE HILL, ROCKY HILL VOLUNTEER FIRE DEPARTMENT  
By: Doyle Dahmann  
Doyle Dahmann, Chief  
Date: 1-17-01  
Attest: [Signature]

# Exhibit B

## **INTERLOCAL AGREEMENT FOR ACQUISITION AND MANAGEMENT OF COMPUTER SERVICES BETWEEN WASHINGTON COUNTY AND CITY OF BRENHAM**

THIS AGREEMENT is entered into by and between the following parties: the City of Brenham, a Home Rule City 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, City and County have each determined that it would be mutually advantageous for the acquisition and maintenance of a joint computer system, and

WHEREAS, the operational experience has indicated certain operational and maintenance terms and conditions are appropriate at this time; and

WHEREAS, City and County have negotiated this interlocal agreement in order to promote clarity and ease of understanding; and

WHEREAS, City and County have considered several cost allocation and payment options during the negotiations of this agreement and want to allocate costs in the most precise way that is economically feasible considering the current systems available to each of them and, as new facilities and systems are developed, want to continue to explore alternatives to enhance these operations in cost effective ways; and

WHEREAS, City and County are authorized to enter into this agreement in all respects by TEX. GOV'T. CODE, ANN., Ch. 791;

NOW, THEREFORE, CITY AND COUNTY AGREES AS FOLLOWS:

### **1.0 Terms and Conditions of Joint Operation of Computer System**

The attached Exhibit A entitled Management of Computer System is hereby made a part of this contract, and constitutes promised performances of the parties to this agreement.

### **2.0 Effective Date**

This agreement is effective beginning on January 5, 2007.

### **3.0 Purpose**

The purpose of this agreement is to provide for the operation and cost of a centralized computer system between the City and the County during the term of this agreement.

#### 4.0 Breach

The failure of either party to comply with the terms and conditions of this agreement shall constitute a breach of this agreement.

#### 5.0 Waiver

The waiver of 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 in writing by the party not in breach of this agreement.

#### 6.0 Term, Renewal

This interlocal agreement as properly amended or modified from time to time, shall automatically renew annually on the beginning of the successive fiscal year unless terminated by either party by providing ninety (90) days written notice of termination prior to the beginning of the fiscal year.

#### 7.0 Financing

The City agrees to execute a purchase agreement with New World Systems and financing agreement with Chase Equipment Leasing Inc.

#### 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 and performable in Washington County, Texas.

#### 9.0 Notice

All notices sent pursuant to this interlocal agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notice sent pursuant to this interlocal agreement shall be delivered or sent to the County Judge at the following address:

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

Notices sent pursuant to this interlocal 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

When notices sent are hand-delivered, notice shall be deemed effective upon written 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 interlocal agreement by providing written notice of the change in compliance with this paragraph to all other parties.

#### 10.0 Current Revenue

10.01 The City shall pay for services rendered by the County, pursuant to this interlocal agreement, from current revenue funds.

10.02 The County shall pay for services rendered by the City, pursuant to this interlocal agreement, from current revenue funds.

#### 11.0 Legal Construction

In 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.

#### 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 County has any authority to modify this agreement except pursuant to express authority to do so granted by the Commissioners Court of Washington County. No official, representative, agent or employee of City has any authority to modify this agreement except pursuant to express authority to do so granted by the City Council of the City of Brenham.

13.0 General Administration

A Coordinating Committee is hereby established, whose purpose will be the furtherance of the cooperative effort continued by this agreement, and shall be comprised of the Communications Manager, Chief of Police, Director of Emergency Medical Services, Sheriff and Fire Chief.

14.0 Parties Bound

This agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this agreement.

15.0 Gender

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

IN WITNESS WHEREOF, CITY and COUNTY have entered this agreement to be effective on the date stated in Paragraph 2.0 herein.

WASHINGTON COUNTY

By: *Dorothy Morgan*  
Dorothy Morgan  
County Judge

Date: *January 2, 2007*

Attest:

*Beth A. Rothemel*  
County Clerk

Date: *January 2, 2007*

CITY OF BRENHAM

*Milton Y. Tate, Jr.*  
Milton Y. Tate, Jr.  
Mayor

Date: *Jan. 4, 2007*

Attest:

*Loree Ann Schumier*  
City Secretary

Date: *Jan. 4, 2007*

**EXHIBIT A  
MANAGEMENT OF COMPUTER SYSTEM**

*1.0 Manager of System*

1.01 The City of Brenham Communications Manager shall be the manager of the computer system who shall oversee all installation, maintenance, outside technical support and upgrades for the joint system. The Sheriff, or his designee, shall manage any software exclusively utilized by the Washington County Sheriff's Office.

*2.0 Operation of the Computer System*

2.01 The term "Computer System" shall mean any public safety computer software or hardware which is jointly used by both City and County during the term of this agreement but shall not include any computer hardware which is located exclusively on the premises of the Washington County Sheriff's Office, Emergency Medical Services or the City of Brenham Police, Communications and Fire Departments.

2.02 County and City shall operate the Computer System on a twenty-four (24) hour basis, seven (7) days a week. Each entity shall be responsible for their respective hardware and software that is under their primary management and control. For example, City is responsible for overall Information Management Software for reports, supplements, evidence, property, computerized dispatch, etc. with the County responsible for Jail and Computer Imagery software including Live Scan.

2.03 County and City agree to install and maintain any computer fiber optic line and interface with the mainframe computer at the City of Brenham Police Department at a mutually agreeable cost of service in accordance with Govt. Code Sec. 791.001 (e). The cost of all modifications made to the County software that are requested by City shall be paid by the City. The cost of all modifications made to the City software that are requested by County shall be paid by the County.

2.04 City and County shall share information among themselves to facilitate modifications to their reporting requirements, data entry forms, software and hardware of the County Jail. City and County shall also consult with each other prior to modifying their respective software and hardware, form design, or reporting requirements when these modifications may impact the other's software, hardware, form development or reporting requirements. During design and before final approval of any modification of any form design of shared forms, data elements, reporting requirements, software or hardware used in law enforcement operations, the party proposing the modifications shall notify the other party in writing of the details of the proposed modifications and allow the other party a reasonable time, considering the size and complexity of the proposed

modifications, to review the modifications, evaluate all aspects of the impact of the proposed modifications on that party, and develop suggestions about how to eliminate or minimize any adverse impact and advise the proposing party of the results of the review and evaluation and the suggestions developed. City and County shall cooperate in both reaching the goals of the proposing party's modifications and minimizing the adverse impact on the other party.

- 2.05 All expenses including, but not limited to, annual maintenance fees for software and hardware applications and repairs of the Computer System after installation of said System shall be paid one-half by the City and one-half by the County. The City acknowledges that it has accepted a competitive proposal to purchase said System from New World Systems ("Vendor") with related acquisition, installation, training and technical support costs that will be paid directly to Vendor with reimbursement by the County for forty-two (42) percent of said expenses. However, all upgrades and additions/expansions of hardware or software shall be paid for by the respective agency incurring the upgrade. Additionally, in the event the County begins utilizing the mobile software during the term of this agreement; the County shall reimburse the City one-half of all expenses related to said software. Upon payment of \$28,951 (one-half of the original contract for mobile data), the County will be entitled to eight mobile user licenses. If the City or County desires to expand the number of individual licenses, each entity will pay for their own expansion. The annual cost of acquisition and maintenance is reflected in the attached Exhibit B. The cost of lease payments and service contracts will be billed by the City to the County on or before December 15<sup>th</sup> of each year.
- 2.06 If this agreement is terminated prior to the end of the useful life of any software, hardware or equipment that was purchased by City or County under the agreement, the Party purchasing the software, hardware or equipment shall keep it; however, fiber-optic line(s) attached to City telephone poles or installed in City right-of-way shall at all times remain the property of the City subject to its exclusive management and control.

**EXHIBIT B  
ACQUISITION COSTS AND ANNUAL MAINTENANCE**

Acquisition Costs

The acquisition of the System will be funded via a lease purchase agreement with Chase Equipment Leasing, Inc. The purchase price of \$417,300 will be financed over 5 years at an annual interest rate of 4.21% with an annual payment of \$93,021. The allocation of the annual payment between the City and County is calculated below:

<u>Entity</u>	<u>Percentage</u>	<u>Amount</u>
City	58%	\$ 53,952
County	42%	\$ 39,069

Annual Maintenance Costs

The annual software maintenance costs will be paid for one-half by the City and one-half by the County. The annual software maintenance costs are detailed below.

<u>Year</u>	<u>Annual Amount</u>
1	Warranty Period for 365 Days
2	\$ 52,498
3	\$ 55,676
4	\$ 58,854
5	\$ 62,032
6	\$ 65,210

Mobile Data Software License

Cost	\$ 57,902
------	-----------

# Exhibit C

DIVISION 6

AIRPORT

DIVISION 5

DIVISION 3

DIVISION 2

DIVISION 1

DIVISION 4

1 inch = 5,732 feet



## FIRE DIVISION

 DIVISION 1  DIVISION 2  DIVISION 3  DIVISION 4  DIVISION 5  DIVISION 6

