



**NOTICE OF A WORKSHOP MEETING OF
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 21, 2013 AT 11:00 A.M.
SECOND FLOOR CITY HALL
CONFERENCE ROOM 2-A
CITY HALL
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Discussion and Overview of the Comprehensive Exchange of Services Interlocal Agreement Between the City of Brenham and Washington County** **Pages 1-53**

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 November 21, 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 November 18, 2013 at **8:55 AM**.

Amanda Kfehm
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

DATE OF MEETING: November 21, 2013		DATE SUBMITTED: November 18, 2013	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry K. Roberts	
MEETING TYPE:		CLASSIFICATION:	
<input type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input checked="" type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input type="checkbox"/> REGULAR	
		<input checked="" type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discussion and Overview of the Comprehensive Exchange of Services Interlocal Agreement Between the City of Brenham and Washington County			
SUMMARY STATEMENT: See attached memo from City Manager.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Memo from City Manager; (2) ILA – Comprehensive Exchange of Services – Final Redlined Version; and (3) ILA – Comprehensive Exchange of Services – Final Clean Version			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Discussion Only.			
APPROVALS: Terry K. Roberts			



To: Mayor and City Council

From: Terry K. Roberts, City Manager

Subject: **ILA Exchange With Transition Period**

Date: October 31, 2013

New Exchange Of Services ILA With a Transition Period:

Since the Exchange of Services Interlocal Agreement (ILA) was tabled in late September, the City and County have continued a dialogue to see if an alternative plan could be worked out. We recently briefed you on a Task Force recommendation to jointly fund and share responsibilities for Emergency Communications during a transition period before moving to a full exchange of services.

We have modified the Exchange of Services ILA to provide for a proposed transition period. During the transition period, the City and County will jointly operate Communications, barter Fire and Jail services and continue Animal Services under the current arrangement. The revised ILA is in redlined form to make it easier for you to see the amendments made to the original document.

Communications Shared and Overseen By Both City and County:

The transition period is scheduled for 18 months from a start date of January 1, 2014 but can be adjusted by action of both governing bodies upon a recommendation of the Task Force. The Task Force will stay intact during the transition period to serve as the Board overseeing the jointly funded communications operation. They will also supervise the Communications Department head.

This memorandum will summarize the major components of the transition agreement. The transition period gives both the City and County a way to monitor the handover of the reigns of managing and operating the Emergency Communications operations.

The start date for the Exchange of Services ILA was to have been April 1, 2014. The two-stage implementation plan calls for an 18 month transition period when the City and County will jointly operate (and fund) Emergency Communications and give the County time to build their information technology (IT) infrastructure. It is estimated the IT network will take approximately six to nine months to be designed, acquired and installed.

Originally, the City proposed an option to operate communications jointly as part of a solution but it still left the County paying for at least one of the services being exchanged in the full exchange agreement. The County expressed a willingness to operate in this transition mode but wants to eventually implement the full exchange they originally proposed. The transition period will enable the Emergency Communications operation to be transferred in an orderly fashion while being monitored and evaluated by both entities.

Task Force To Serve As Communications Board:

Because the County has not operated an emergency communications function for almost 20 years, the City members of the ILA Task Force felt more comfortable jointly operating communications for a period of time. Emergency Communications is a public safety operation that involves critical services on a daily basis. The City-County ILA Task Force will serve as the Policy and Management Board overseeing the operation. They will meet regularly and periodically with the public safety chiefs to resolve any operational concerns during the transition.

Jail and Fire Bartered in Transition:

Since all members of the ILA Task Force like the concept of shared cost for Communications during the transition period, how to address Jail Service funding was the subject of further discussions. The Task Force felt that exchanging Jail for Fire Service was a reasonable solution to the exchange of services during the transition period.

The full Exchange of Services ILA calls for the County to provide EMS, Jail for City needs, and Emergency Communications. In exchange the City would provide the County, at no charge to County government, Library, Fire and Animal Services. For the transition period, the City would be reimbursed monthly for one half of the cost of Emergency Communications. EMS and Library funding would not be addressed in the transition period of ILA. Jail Services for the City's needs will be bartered for Fire Services. Animal Services will be funded at the currently funded rates for the duration of the transition period.

Barter Favored Over Annual Budgeting:

The County proposed the barter method of equalizing the funding of shared services because it assigns responsibility for each service to one entity who handles the responsibility for it and controls the cost. In order to achieve the standard of fair and equitable funding in a barter or exchange arrangement, the \$1 million Emergency Communications operation funding must be resolved.

County Information Technology (IT):

The County recognizes the need to address their IT infrastructure needs and have funded a new position in their FY14 budget. They plan to start recruiting for this new position as soon as the agreement is finalized. The County plans to purchase IT hardware with available funds. Our IT Manager believes the County will also require the assistance of an IT firm to help design and create the network.

Personnel/Staffing:

Addressing personnel concerns has been a priority for both City and County officials. The details of how our employees would be treated as a transferred worker has been the subject of much discussion.

The exchange provides that our employees would be assured a position but additional assurances were provided in direct County correspondence to our Emergency Communications workers. County Judge Brieden clarified the transfer and assured employees they would transfer with their same salary and leave balances as well as their seniority. He included an assurance that the pay of transferring employees would not be reduced. Those assurances have been incorporated into the interlocal agreement.

Some employees have indicated they still do not plan to make the move regardless of the assurances. That is an individual decision to be made by each employee. With a transitional arrangement, employees will have the opportunity to take some time to evaluate their decision.

Before those decisions are needed, the HR Departments of both the City and County will discuss the situation with the employees. The County will begin to take a leadership role in the Emergency Communications operation early in the transition but the transition to becoming a formal County Department will be at the end of the transition period.

Filling the Supervisor Position In the Interim:

Very early in the transition process, the department head of Emergency Communications will begin to report to the Communications Board (ILA Task Force) instead of the Assistant City Manager. Our current Emergency Communications Supervisor Pam Ruemke has accepted the position of Public Safety IT Administrator for the City and will be moving to that position soon.

We will designate Assistant Emergency Communications Supervisor Stephen Draehn as the interim Emergency Communications Supervisor while the Board evaluates when to fill that position. He will receive a stipend during the interim to recognize his increased responsibilities and is welcomed to apply for the position in the long term.

50/50 Communications Option Is Temporary/Lacks Funding Offered In the Full Exchange:

The transition plan, with 50/50 funding of Communications, does not address the full funding envisioned in the County proposed Exchange of Services ILA. In previous correspondence, we provided you a net budget for emergency communications. Half of the net budget is roughly \$495,000. Jail is bartered for Fire while the two Animal Services agreements are funded at current levels in the transition period which is roughly \$83,000.

This scenario provides approximately \$578,000 per year which is short of the funding contemplated in the original exchange of services. However, financially, it is a reasonable interim solution. At the conclusion of the transitional period, the County assumes the full cost of Emergency Communications and the City will provide Animal Services as a part of the comprehensive exchange.

In the full exchange, the City operates the Library as a City Library for accreditation but serves the entire County population. However, the County is also recognizing its responsibility to support the Library as a part of the full exchange. The City is willing to operate the Library exclusively but only as a part of the more comprehensive exchange of services. The County has included EMS service as a part of their side of the ledger in the exchange of services.

When the full exchange takes place, the County will assume the total cost of the net Emergency Communications budget and the City will no longer collect funding from the County for Animal Services. The FY14 Communications net budget is \$990,000. The net impact of the full exchange is roughly \$907,000 when revenue from Animal Services is no longer collected from the County by the City.

The formal transfer of the Emergency Communications Department to the County is when the effective tax rate calculation is impacted. The County is allowed to adjust their effective tax rate (and roll back rate) by the assumption of the Emergency Communications function while the City reduces the effective tax rate by the same transfer.

Dialogue Has Continued:

The City and County representatives on the ILA Task Force have met frequently since the ILA Exchange was tabled in late September. The Task Force believes a transitional period benefits both organizations. I believe the public will appreciate our two organizations working together to resolve differences and to share services. In light of the stalemate and gridlock in Washington, a local solution to political differences would be a welcomed event.

As I have said previously, this is not just about being financially fair and equitable. It is also about reaching agreements in a manner that restores a cooperative relationship with one another as well as operates services as efficiently as possible. It is also about maintaining a quality level of service for the benefit of our citizens both in the City and in the rural areas of the County.

Jail for Emergency Communications is not currently an equal exchange and is being addressed in the transition as well as the full exchange. Emergency Communications handed over to the County sooner than they are ready to receive it is not wise. Each entity doing their own communications is doable but would cost taxpayers more than if one agency operates the total county wide communications operation. The transition period gives time for an orderly change over in Communications.

Timetable:

Our interim agreements expire at the end of December so action of some type is required in the near future. We should reach a resolution by late November or early December to avoid any last minute rush.

Please look over the changes made to the interlocal agreement that creates a transitional arrangement before full exchange. We are suggesting holding a Council Workshop to review the revised draft ILA at 11:00 the morning of the November 21st Council meeting. The BCDC has a meeting earlier that morning

The Task Force has discussed holding a joint meeting of the Council and Commissioners Court to formally approve the interlocal agreement. Formal action would be scheduled some time during the first week in December...probably on Council meeting day.

Conclusion:

Please call or email if you have questions or want to get together to discuss. The exchange of services ILA, including its transition period, systematically addresses our shared services. It does it in a manner that gives everyone time to ensure a quality hand off of the important service of public safety emergency communications.

Adding a transition phase to the exchange of service improves upon the original exchange of services interlocal agreement.

**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 Comprehensive 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, the City and the County have each determined that it would be mutually advantageous to include provisions in this Agreement to address a period of transition prior to the full implementation of the comprehensive exchange of services; and

WHEREAS, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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

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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, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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

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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, unless such decrease, degradation, or diminishment is mandated by applicable state or federal law.

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, upon and after the termination of the transition period provided for herein, 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 October 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, upon and after the termination of the transition period provided for herein, 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

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but not limited to the City, County, Blinn College, Texas Department of Public Safety and the City of 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, upon and after the termination of the transition period provided for herein, 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 October 1, 2013. This Agreement, upon and after the termination of the transition period provided for herein, 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 through September 30, 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 comprehensive exchange of services provided for in this Agreement, upon and after the termination of the transition period provided for herein, 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 July, 2015. 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 July 1, 2015, unless this Agreement is amended by mutual agreement of the City Council and County Commissioners Court as provided for in Section 26 and Section 34 of this Agreement.

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SECTION 6.
COUNTY COMMUNICATIONS DEPARTMENT

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The County shall operate the Communications functions and services as a separate independent department of the County upon and after the termination of the transition period provided for herein. 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

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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, during the Transition Period provided for in Section 34 of this Agreement, 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 the termination of the Transition Period. The City and County acknowledge and agree that said City IT Department may be consulted after the termination of the Transition Period, 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 smooth 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 transferred laterally and become employees of the County at the same pay and positions within the County Communications Department upon the termination of the Transition Period provided for herein.

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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 April 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 by the County for their accumulated sick leave, vacation leave and seniority (for the purpose of calculating applicable employee benefits), as of the date of the City employee's transfer of employment to the County. Accumulated sick leave and vacation 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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SECTION 11.
SCOPE OF SERVICES TO BE PROVIDED BY CITY PURSUANT TO THIS AGREEMENT

A. Fire Protection and Rescue Services

- a) Upon and after the termination of the transition period provided for herein, 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.

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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) ~~Upon and after the termination of the transition period provided for herein, 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 ~~October~~ 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) ~~Upon and after the termination of the transition period provided for herein, 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 ~~October~~ 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) ~~Upon and after the termination of the transition period provided for herein, 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

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a) Upon and after the termination of the transition period provided for herein, 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:

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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 (BWWACS)

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B. EMS Services

a) Upon and after the termination of the transition period provided for herein, 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) Upon and after the termination of the transition period provided for herein, the County, through the Washington County Sheriff or his/her designee, 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

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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 being held in the County jail pursuant only to municipal charge(s) of a Class C Misdemeanor who is 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. All other prisoners in the County jail, charged with a Class B Misdemeanor and above, in combination with a municipal charge of a Class C Misdemeanor, and are scheduled to appear in the City's Municipal Court shall be transported to and from Municipal Court by personnel of the Sheriff's Office, however, Sheriff's office personnel will not provide any type of "Bailiff" duty for that court unless agreed upon by the Chief of Police and Sheriff or their designees. 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. Overcrowding of the County jail facility creates a situation in which it becomes necessary for the County to transport City prisoners into another county and house prisoners in another county;
7. As provided for in this Agreement or otherwise required by law.

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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,

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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

Upon and after the termination of the transition period provided for herein, this Agreement shall be effective for an Initial Term of five (5) years beginning July 1, 2015 and shall remain in effect until June 30, 2020. 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 June 30, 2019. After the Initial Term, this Agreement shall automatically renew for a subsequent five (5) 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.

In the event the Parties adjust the termination date of the Transition Period in accordance with Section 34 of this Agreement, the expiration date of the Initial Term and related notice periods provided for in this Section 16 shall be adjusted accordingly and this Agreement shall remain in effect for an Initial Term of five (5) years, subject to earlier termination as provided for in this Agreement.

SECTION 17.
REVIEW

During the Initial Term of this Agreement, and beginning on or before January 1, 2019, 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.

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This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 26 of this Agreement. During the Renewal Term of this Agreement, if applicable, and beginning on or before January 1, 2024, 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 to renew this Agreement and whether changed conditions necessitate revision of any of the terms 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 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.

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

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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

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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 and the Transition Period, 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:

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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.

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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

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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

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.

SECTION 34.
TRANSITION PERIOD

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A. Term of Transition Period. This Section 34, providing for a transition period prior to the full implementation of the comprehensive exchange of services between the City and County, shall be effective for a period of eighteen (18) months beginning on January 1, 2014 and shall remain in effect until June 30, 2015 (“Transition Period”). Based on a recommendation of the ILA Communications Transition Task Force provided for in this Section 34, the Parties may by mutual agreement adjust the date of termination of the Transition Period to an earlier or later date, at which time the full implementation of the comprehensive exchange of services between the City and County shall become effective.

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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.

B. Services to be Performed and Compensation During Transition Period.

I. Services to be Performed by City:

A. Fire Protection and Rescue Services

- a) During the Transition Period, 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) During the Transition Period, the City will provide these fire protection and rescue services to the County at no cost in exchange for the County’s agreement to provide all jail services to the City at no cost in accordance with Subsection 34.B.II.A of this Agreement.

B. Animal Control and Animal Shelter Services

- a) During the Transition Period, 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 October 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

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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.

- b) During the Transition Period, 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 October 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.
- c) During the Transition Period, the County shall pay to the City the amount of: 1) 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) 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. An itemized listing of charges incurred by the County as provided for herein 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.
- d) During the Transition Period, the County shall pay the City the amount of \$6,351.67 monthly for animal shelter services provided to the County based on the annual amount of \$76,220.00. The amount of \$6,351.67 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.

C. Communications Services

a) During the Transition Period, and in conjunction with the ILA Communications Transition Task Force as authorized in this Agreement, the City and County agree to provide 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 the City of Burton. The City shall provide for the operation and function of the Communications Department in accordance with the provisions of this Section 34, and in accordance with 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). During the Transition Period, funding for the Communications Department shall be shared equally between the City and the County, based on a 50%/50% shared funding of the net Communications Department budget, excluding software and regional communications costs which are addressed in a separate interlocal agreement between the Parties.

b) The County shall pay the City the amount of \$41,262.08 monthly for the County's share of the Communications Department budget, based on the Communications

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Department net budget amount for Fiscal Year 2013/2014 of \$990,290.00. The amount of \$41,262.08 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. The County will pay the City the monthly amount of \$41,262.08 until the Fiscal Year 2014/2015 budget is approved and becomes effective on October 1, 2014, at which time the monthly amount payable by the County to the City for the County's 50% share of the Communications Department budget shall be adjusted accordingly. The County shall continue to pay to the City the County's 50% share of the Communications Department budget until such time as the Transition Period is terminated and the County assumes full responsibility for the operation of the Communications Department.

c) Reconciliation. The Parties agree that at the expiration of each City fiscal year, the City shall cause an accounting to be made of (i) all payments made by the County to the City for the Communications operations pursuant to this Agreement. If such accounting determines that the total County payments over the term of the preceding City fiscal year exceeds 50% of the costs of the Communications operations payable by the County to the City pursuant to this Agreement, then the City shall pay to the County, from any available funds, an amount that would cause the total County payments over the term of the preceding fiscal year to equal 50% of the total amount of the Communications operations payable by the County as provided for herein. If such accounting determines that the County payments over the term of the preceding fiscal year is less than 50% of the costs of the Communications operations payable by the County to the City pursuant to this Agreement, then the County shall pay to the City, from any available funds, an amount that would cause the total County payments over the term of the preceding fiscal year to equal 50% of the total amount of the Communications operations payable by the County as provided for herein.

II. Services to be Performed by County:

A. Jail Services

a) During the Transition Period, the County, through the Washington County Sheriff or his/her designee, 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 being held in the County jail pursuant only to municipal charge(s) of a Class C Misdemeanor) who is 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. All other prisoners in the County jail, charged with a Class B Misdemeanor and above, in combination with a municipal charge of a Class C

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Misdemeanor and are scheduled to appear in the City's Municipal Court shall be transported to and from Municipal Court by personnel of the Sheriff's Office, however, Sheriff's office personnel will not provide any type of "Bailiff" duty for that court unless agreed upon by the Chief of Police and Sheriff or their designees. 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;
6. Overcrowding of the County jail facility creates a situation in which it becomes necessary for the County to transport City prisoners into another county and house prisoners in another county;
7. As provided for in this Agreement or otherwise required by law.

b) During the Transition Period, the County will provide these jail services to the City at no cost in exchange for the City's agreement to provide the fire protection and rescue services to the County at no cost in accordance with Subsection 34.B.I.A of this Agreement.

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III. Other Services.

A. EMS Services

a) During the Transition Period, 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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B. Library Services

a) During the Transition Period, 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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C. ILA Communications Transition Task Force.

I. Creation and Membership. The City and County agree that during the Transition Period, and for a period of six (6) months following the transfer of the Communications Department to the County, the ILA Communications Transition Task Force ("Task Force") is hereby established and shall serve as the policy board for the Communications Department. The Task Force shall be comprised of the following persons, or their

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successors in office: Mayor Milton Y. Tate, Jr., Councilmember Mary Barnes-Tilley, Councilmember Danny Goss, Commissioner Joy Fuchs, and Commissioner Kirk Hanath. The City representatives appointed to the Task Force pursuant to this Agreement shall serve at the discretion of the Mayor. The County representatives appointed to the Task Force pursuant to this Agreement shall serve at the discretion of the County Judge.

II. Tasks and Functions. The Task Force shall serve as the transitional policy board overseeing the orderly transition of the Communications department operations from the City to the County.

The Task Force shall perform the following tasks and functions:

a) meet regularly (at least once each quarter) with the public safety chiefs from City and County departments to ensure that the operations and services of the Communications Department are provided at the same service levels and quality as required in Section 4 of this Agreement;

b) review and recommend the Fiscal Year 2014/2015 Communications Department budget;

c) review and recommend, after consultation with the public safety chiefs, the selection of the Communications Department Head to the City and County;

d) may transfer daily oversight and supervision of the Communications operation to the County members of the Task Force during the Transition Period, at such time as deemed appropriate by the Task Force;

e) monitor implementation and readiness for the full transfer (e.g. staffing level and preparedness, Information Technology system design and construction, etc.) of the Communications operation to the County;

f) make recommendations to the City and County with regard to adjusting the termination of the Transition Period (earlier or later) as the Task Force deems appropriate; and

g) after the transfer of the Communications Department to the County, shall continue to meet periodically with the public safety chiefs from City and County departments until December 31, 2015 to promote a successful transition and ensure that the operations and services of the Communications Department are provided at the same service levels and quality as required in Section 12 of this Agreement. The Task Force shall be dissolved as of January 1, 2016, unless the Parties by mutual agreement extend the existence of the Task Force for an additional period.

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

Milton Y. Tate, Jr.
Mayor

John Brieden
County Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk

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SHERIFF, WASHINGTON COUNTY¶
¶
¶

Otto Hanak, Sheriff¶
Washington County, Texas

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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 Comprehensive 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, the City and the County have each determined that it would be mutually advantageous to include provisions in this Agreement to address a period of transition prior to the full implementation of the comprehensive exchange of services; and

WHEREAS, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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, upon and after the termination of the transition period provided for herein, 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, unless such decrease, degradation, or diminishment is mandated by applicable state or federal law.

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, upon and after the termination of the transition period provided for herein, 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 October 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, upon and after the termination of the transition period provided for herein, 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 the City of 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, upon and after the termination of the transition period provided for herein, 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 October 1, 2013. This Agreement, upon and after the termination of the transition period provided for herein, 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 through September 30, 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 comprehensive exchange of services provided for in this Agreement, upon and after the termination of the transition period provided for herein, 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 July, 2015. 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 July 1, 2015, unless this Agreement is amended by mutual agreement of the City Council and County Commissioners Court as provided for in Section 26 and Section 34 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 upon and after the termination of the transition period provided for herein. 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, during the Transition Period provided for in Section 34 of this Agreement, 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 the termination of the Transition Period. The City and County acknowledge and agree that said City IT Department may be consulted after the termination of the Transition Period, 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 smooth 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 transferred laterally and become employees of the County at the same pay and positions within the County Communications Department upon the termination of the Transition Period provided for herein.

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 April 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 by the County for their accumulated sick leave, vacation leave and seniority (for the purpose of calculating applicable employee benefits), as of the date of the City employee's transfer of employment to the County. Accumulated sick leave and vacation 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) Upon and after the termination of the transition period provided for herein, 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) Upon and after the termination of the transition period provided for herein, 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 October 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) Upon and after the termination of the transition period provided for herein, 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 October 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) Upon and after the termination of the transition period provided for herein, 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) Upon and after the termination of the transition period provided for herein, 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) Upon and after the termination of the transition period provided for herein, 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) Upon and after the termination of the transition period provided for herein, the County, through the Washington County Sheriff or his/her designee, 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 being held in the County jail pursuant only to municipal charge(s) of a Class C Misdemeanor who is 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. All other prisoners in the County jail, charged with a Class B Misdemeanor and above, in combination with a municipal charge of a Class C Misdemeanor, and are scheduled to appear in the City’s Municipal Court shall be transported to and from Municipal Court by personnel of the Sheriff’s Office, however, Sheriff’s office personnel will not provide any type of “Bailiff” duty for that court unless agreed upon by the Chief of Police and Sheriff or their designees.

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. Overcrowding of the County jail facility creates a situation in which it becomes necessary for the County to transport City prisoners into another county and house prisoners in another county;
7. As provided for in this Agreement or 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

Upon and after the termination of the transition period provided for herein, this Agreement shall be effective for an Initial Term of five (5) years beginning July 1, 2015 and shall remain in effect until June 30, 2020. 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 June 30, 2019. After the Initial Term, this Agreement shall automatically renew for a subsequent five (5) 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.

In the event the Parties adjust the termination date of the Transition Period in accordance with Section 34 of this Agreement, the expiration date of the Initial Term and related notice periods provided for in this Section 16 shall be adjusted accordingly and this Agreement shall remain in effect for an Initial Term of five (5) years, subject to earlier termination as provided for in this Agreement.

SECTION 17.
REVIEW

During the Initial Term of this Agreement, and beginning on or before January 1, 2019, 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. During the Renewal Term of this Agreement, if applicable, and beginning on or before January 1, 2024, 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 to renew this Agreement and whether changed conditions necessitate revision of any of the terms 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 and the Transition Period, 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.

SECTION 34.
TRANSITION PERIOD

A. Term of Transition Period.

This Section 34, providing for a transition period prior to the full implementation of the comprehensive exchange of services between the City and County, shall be effective for a period of eighteen (18) months beginning on January 1, 2014 and shall remain in effect until June 30, 2015 (“Transition Period”). Based on a recommendation of the ILA Communications Transition Task Force provided for in this Section 34, the Parties may by mutual agreement adjust the date of termination of the Transition Period to an earlier or later date, at which time the full implementation of the comprehensive exchange of services between the City and County shall become effective.

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.

B. Services to be Performed and Compensation During Transition Period.

I. Services to be Performed by City:

A. Fire Protection and Rescue Services

- a) During the Transition Period, 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) During the Transition Period, the City will provide these fire protection and rescue services to the County at no cost in exchange for the County's agreement to provide all jail services to the City at no cost in accordance with Subsection 34.B.II.A of this Agreement.

B. Animal Control and Animal Shelter Services

- a) During the Transition Period, 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 October 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.
- b) During the Transition Period, 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 October 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.

- c) During the Transition Period, the County shall pay to the City the amount of: 1) 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) 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. An itemized listing of charges incurred by the County as provided for herein 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.
- d) During the Transition Period, the County shall pay the City the amount of \$6,351.67 monthly for animal shelter services provided to the County based on the annual amount of \$76,220.00. The amount of \$6,351.67 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.

C. Communications Services

- a) During the Transition Period, and in conjunction with the ILA Communications Transition Task Force as authorized in this Agreement, the City and County agree to provide 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 the City of Burton. The City shall provide for the operation and function of the Communications Department in accordance with the provisions of this Section 34, and in accordance with 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). During the Transition Period, funding for the Communications Department shall be shared equally between the City and the County, based on a 50%/50% shared funding of the net Communications Department budget, excluding software and regional communications costs which are addressed in a separate interlocal agreement between the Parties.
- b) The County shall pay the City the amount of \$41,262.08 monthly for the County's share of the Communications Department budget, based on the Communications Department net budget amount for Fiscal Year 2013/2014 of \$990,290.00. The amount of \$41,262.08 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. The County will pay the City the monthly amount of \$41,262.08 until the Fiscal Year 2014/2015 budget is approved and becomes effective on October 1, 2014, at which time the monthly amount payable by the County to the City for the County's 50% share of the Communications Department budget shall be adjusted accordingly. The County shall continue to pay to the City the County's 50% share of the Communications Department budget until such time as the Transition Period is terminated and the County assumes full responsibility for the operation of the Communications Department.

- c) Reconciliation. The Parties agree that at the expiration of each City fiscal year, the City shall cause an accounting to be made of (i) all payments made by the County to the City for the Communications operations pursuant to this Agreement. If such accounting determines that the total County payments over the term of the preceding City fiscal year exceeds 50% of the costs of the Communications operations payable by the County to the City pursuant to this Agreement, then the City shall pay to the County, from any available funds, an amount that would cause the total County payments over the term of the preceding fiscal year to equal 50% of the total amount of the Communications operations payable by the County as provided for herein. If such accounting determines that the County payments over the term of the preceding fiscal year is less than 50% of the costs of the Communications operations payable by the County to the City pursuant to this Agreement, then the County shall pay to the City, from any available funds, an amount that would cause the total County payments over the term of the preceding fiscal year to equal 50% of the total amount of the Communications operations payable by the County as provided for herein.

II. Services to be Performed by County:

A. Jail Services

- a) During the Transition Period, the County, through the Washington County Sheriff or his/her designee, 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 being held in the County jail pursuant only to municipal charge(s) of a Class C Misdemeanor) who is 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. All other prisoners in the County jail, charged with a Class B Misdemeanor and above, in combination with a municipal charge of a Class C Misdemeanor and are scheduled to appear in the City's Municipal Court shall be transported to and from Municipal Court by personnel of the Sheriff's Office, however, Sheriff's office personnel will not provide any type of "Bailiff" duty for that court unless agreed upon by the Chief of Police and Sheriff or their designees. 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;
 6. Overcrowding of the County jail facility creates a situation in which it becomes necessary for the County to transport City prisoners into another county and house prisoners in another county;
 7. As provided for in this Agreement or otherwise required by law.
- b) During the Transition Period, the County will provide these jail services to the City at no cost in exchange for the City's agreement to provide the fire protection and rescue services to the County at no cost in accordance with Subsection 34.B.I.A of this Agreement.

III. Other Services.

A. EMS Services

- a) During the Transition Period, 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.

B. Library Services

- a) During the Transition Period, 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.

C. ILA Communications Transition Task Force.

I. Creation and Membership.

The City and County agree that during the Transition Period, and for a period of six (6) months following the transfer of the Communications Department to the County, the ILA Communications Transition Task Force ("Task Force") is hereby established and shall serve as the policy board for the Communications Department. The Task Force shall be comprised of the following persons, or their successors in office: Mayor Milton Y. Tate, Jr., Councilmember Mary Barnes-Tilley, Councilmember Danny Goss, Commissioner Joy Fuchs, and Commissioner Kirk Hanath. The City representatives appointed to the Task Force pursuant to this Agreement shall serve at the discretion of the Mayor. The County representatives appointed to the Task Force pursuant to this Agreement shall serve at the discretion of the County Judge.

II. Tasks and Functions.

The Task Force shall serve as the transitional policy board overseeing the orderly transition of the Communications department operations from the City to the County.

The Task Force shall perform the following tasks and functions:

- a) meet regularly (at least once each quarter) with the public safety chiefs from City and County departments to ensure that the operations and services of the Communications Department are provided at the same service levels and quality as required in Section 4 of this Agreement;
- b) review and recommend the Fiscal Year 2014/2015 Communications Department budget;
- c) review and recommend, after consultation with the public safety chiefs, the selection of the Communications Department Head to the City and County;
- d) may transfer daily oversight and supervision of the Communications operation to the County members of the Task Force during the Transition Period, at such time as deemed appropriate by the Task Force;
- e) monitor implementation and readiness for the full transfer (e.g. staffing level and preparedness, Information Technology system design and construction, etc.) of the Communications operation to the County;
- f) make recommendations to the City and County with regard to adjusting the termination of the Transition Period (earlier or later) as the Task Force deems appropriate; and
- g) after the transfer of the Communications Department to the County, shall continue to meet periodically with the public safety chiefs from City and County departments until December 31, 2015 to promote a successful transition and ensure that the operations and services of the Communications Department are provided at the same service levels and quality as required in Section 12 of this Agreement. The Task Force shall be dissolved as of January 1, 2016, unless the Parties by mutual agreement extend the existence of the Task Force for an additional period.

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