



**NOTICE OF A SPECIAL MEETING OF  
THE BRENHAM CITY COUNCIL  
AND  
WASHINGTON COUNTY COMMISSIONERS COURT  
TO BE HELD IN A JOINT SESSION ON  
MONDAY, DECEMBER 2, 2013 AT 10:00 A.M.  
SECOND FLOOR CITY HALL  
COUNCIL CHAMBERS  
200 W. VULCAN  
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Tate**
- 3. a. Discuss and Possibly Act Upon the Approval of the Comprehensive Exchange of Services Interlocal Agreement, With Transition Period, Between the City of Brenham and Washington County and Authorize the Mayor to Execute Any Necessary Documentation (City Action Item Only) Page 3 - 39**  
**b. Discuss and Possibly Act Upon the Approval of the Comprehensive Exchange of Services Interlocal Agreement, With Transition Period, Between the City of Brenham and Washington County and Authorize the County Judge to Execute Any Necessary Documentation (County Action Item Only)**

**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 December 2, 2013 agenda of items to be considered by the City of Brenham City Council and Washington County Commissioners Court was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on November 27, 2013 at \_\_\_\_\_ AM PM.

***Jeana Bellinger, TRMC***  
*City Secretary*

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

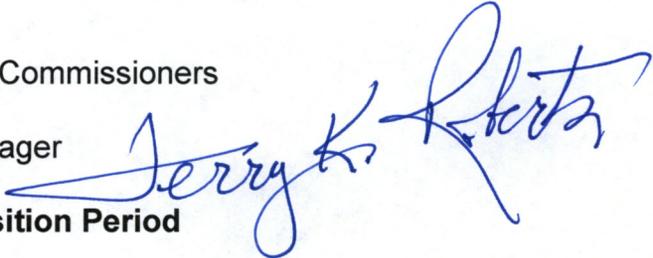


### AGENDA ITEM 3

<b>DATE OF MEETING:</b> December 2, 2013	<b>DATE SUBMITTED:</b> November 26, 2013	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Jeana Bellinger	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon the Approval of the Comprehensive Exchange of Services Interlocal Agreement, With Transition Period, Between the City of Brenham and Washington County and Authorize the Mayor to Execute Any Necessary Documentation		
<b>SUMMARY STATEMENT:</b> See attached memo from the City Manager.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Memo from City Manager; and (2) Interlocal Agreement between the City of Brenham and Washington County for the Comprehensive Exchange of Services		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve the Comprehensive Exchange of Services Interlocal Agreement, with transition period, between the City of Brenham and Washington County and authorize the Mayor to execute any necessary documentation.		
<b>APPROVALS:</b> Terry K. Roberts		



To: Mayor and City Council  
County Judge and County Commissioners

From: Terry K. Roberts, City Manager 

Subject: **ILA Exchange With Transition Period**

Date: November 27, 2013

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The City and County have been considering ways to provide joint services to our citizens in a way that avoids duplication of services and that is fair and equitable to both organizations. A barter arrangement has been proposed that exchanges services.

In June, the County proposed a comprehensive exchange of services that would enable several services to be bartered rather than having certain City services provided in the County paid for through a budget allocation. The County proposed assuming the operations of Emergency Communications currently operated by the City as a part of the broader exchange of services. In addition to Communications, the County would still operate county wide EMS and provide the City use of the County jail. The County has been the City's jail facility since the mid to late 90's. In the broader exchange, the City would handle fire and rescue, animal control/shelter and library services.

Based on the County's proposal, an Exchange of Services Interlocal Agreement (ILA) was drafted for consideration by the two governing bodies. In September, the matter was tabled to more fully discuss the transition of Emergency Communications from the City to the County. Representatives of the governing bodies from both entities were again appointed to work through a thoughtful and orderly consideration of a transition. Mayor Tate asked Ms. Barnes-Tilley and Mr. Goss to serve with him and Judge Brieden appointed Commissioners Fuchs and Hanath to serve for the County.

What resulted from those discussions is a new agreement that is presented to the two governing bodies at this time. The Exchange of Services ILA is now the Exchange of Services ILA with a Transition Period. Both parties agreed that it was in the best interest of the City and County to transition the operation of emergency communications in a deliberate and orderly fashion.

The transition period for Emergency Communications is 18 months but can be adjusted by the governing bodies upon the recommendation of the ILA Task Force. The Task Force will serve as the Management Board of the Communications Department during the transition. For the transition period, jail service is bartered or exchanged for fire and rescue service and animal services will be compensated during the transition at current rates.

The transition period will afford 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.

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.

The transition period will be beneficial for Emergency Communications personnel as well. The details of how our employees would be treated as a transferred worker have been the subject of much discussion. The County Judge was very helpful in addressing employee concerns by clarifying that employees 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 were incorporated into the final interlocal agreement.

In the transition period, the role of the ILA Task Force as the Management Board of the Emergency Communications operation will be implemented effective January 1, 2014. The department head of Emergency Communications will begin to report to the Management Board (ILA Task Force) instead of the Assistant City Manager. Former Communications Supervisor Pam Ruemke has accepted the City's Public Safety IT Administrator position. We have appointed Assistant Emergency Communications Supervisor Stephen Draehn as the interim Emergency Communications Supervisor while the Board evaluates when to fill that position.

The effective tax rate calculation will be impacted when the actual transfer of the Emergency Communications Department to the County takes place. 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.

The spirit of cooperation and resolve to find a workable solution has been evident in our recent discussions between our two agencies. The dialogue in working toward a resolution of this important matter has been positive.

As said earlier, the Task Force believes a transitional period benefits both organizations. In light of recent gridlock in Washington, it is encouraging that the public has an opportunity to see governmental leaders working together to resolve past differences and to share services effectively and efficiently.

The passage of a comprehensive exchange of services interlocal agreement with a reasonable transition period to assist with a smooth hand off of services will be beneficial to both organizations but more importantly to the citizens of Brenham and Washington County.

Each entity has had several weeks to review the exchange ILA with the transition period. Both entities have held public workshops to make a final review of the document. Both have indicated their readiness to move forward with formal consideration to adopt the agreement and begin the transition period on January 1, 2014.

A joint meeting of the City Council and Commissioners Court is scheduled for Monday, December 2<sup>nd</sup> at 10:00 o'clock to discuss and possibly act upon the Exchange of Services Interlocal Agreement with Transition Period and authorize the Mayor and County Judge to execute the necessary documentation.

Included in your agenda packet is the final version of agreement. If you have questions, please do not hesitate to contact me.

Thanks to everyone who had a part in working toward a resolution of this matter.

**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. On the one year anniversary date of each City employee's transfer of employment to the County Communications Department, said employee's accrued vacation and sick leave shall be adjusted, as necessary, to cause such employee's amount of accrued vacation and sick leave to comply with the County's maximum vacation and sick leave accrual policies.

**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**

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, and the County agrees to provide county-wide Communications functions and services in accordance with: 1) the requirements of federal, state and local laws and regulations; 2) the standard operating procedures of each City and County public safety entity; and 3) all requirements and standards related to the Brazos Valley Wide Area Communications System.

The County further agrees to provide all county-wide Communications services, operations and functions in the same manner and to the same level of service as being provided at the time of the effective date of this Agreement, including but not limited to all services, operations and functions outlined in the “City of Brenham and Washington County User Group Policies” manual, dated December 2, 2013 (provided that all policies and any revisions thereto comply with Section 3 of this Agreement).

### **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 officials, 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 officials, 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 resulting from the negligent acts or omissions of the City, or their officials, 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 officials, 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 at the request of the Washington County Sheriff or his/her designee 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 at the request of the Washington County Sheriff or his/her designee 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

# MUTUAL AID AGREEMENT

THE STATE OF TEXAS

EXHIBIT A

COUNTY OF WASHINGTON

## AGREEMENT FOR MUTUAL AID FOR FIRE PROTECTION

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

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

### I. Scope of Service

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

### II. Service Areas

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

### III. Conditions

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

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

### IV. Level of Performance

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

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

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

VI. Compensation

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

VII. Equipment and Personnel

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

VIII. Liability

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

IX. Immunity or Defense

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

X. Termination by any Party

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

XI. Severability

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

XII. Effective Date

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

CITY of BRENHAM

By: Walter Schwartz  
 Walter Schwartz  
 Mayor City of Brenham

Date: 1/12/01

Attest: Doris Ann Schuimer

WASHINGTON COUNTY  
 By: Dorothy Morgan  
 Dorothy Morgan  
 County Judge

Date: 1-9-01

Attest: Pat Crattree

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

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

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

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

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

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

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

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

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

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

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

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

THIS AGREEMENT is entered into by and between the following parties: the City of Brenham, a Home Rule City located in Washington County, Texas, hereinafter referred to as "City", and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County".

WHEREAS, City and County have each determined that it would be mutually advantageous for the acquisition and maintenance of a joint computer system, and

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

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

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

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

NOW, THEREFORE, CITY AND COUNTY AGREES AS FOLLOWS:

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

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

**2.0 Effective Date**

This agreement is effective beginning on January 5, 2007.

**3.0 Purpose**

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

#### **4.0 Breach**

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

#### **5.0 Waiver**

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

#### **6.0 Term, Renewal**

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

#### **7.0 Financing**

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

#### **8.0 Texas Law to Apply**

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

#### **9.0 Notice**

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

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

Notices sent pursuant to this interlocal agreement shall be delivered or sent to the City Manager at the following address:

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

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

#### 10.0 Current Revenue

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

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

#### 11.0 Legal Construction

In any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### 12.0 Entire Agreement

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of County has any authority to modify this agreement except pursuant to express authority to do so granted by the Commissioners Court of Washington County. No official, representative, agent or employee of City has any authority to modify this agreement except pursuant to express authority to do so granted by the City Council of the City of Brenham.

13.0 General Administration

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

14.0 Parties Bound

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

15.0 Gender

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

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

WASHINGTON COUNTY

By: *Dorothy Morgan*  
Dorothy Morgan  
County Judge

Date: *January 2, 2007*

Attest:

*Beth A. Rothemel*  
County Clerk

Date: *January 2, 2007*

CITY OF BRENHAM

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

Date: *Jan. 4, 2007*

Attest:

*Loree Ann Schumier*  
City Secretary

Date: *Jan. 4, 2007*

**EXHIBIT A  
MANAGEMENT OF COMPUTER SYSTEM**

*1.0 Manager of System*

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

*2.0 Operation of the Computer System*

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

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

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

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

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

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

**EXHIBIT B**  
**ACQUISITION COSTS AND ANNUAL MAINTENANCE**

Acquisition Costs

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

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

Annual Maintenance Costs

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

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

Mobile Data Software License

Cost	\$ 57,902
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DIVISION 6

EXHIBIT C

AIRPORT

DIVISION 5

DIVISION 3

DIVISION 2

DIVISION 1

DIVISION 4

1 inch = 5,732 feet



**FIRE DIVISION**

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

