



**NOTICE OF A SPECIAL MEETING
THE BRENHAM CITY COUNCIL
TUESDAY, JULY 15, 2014 AT 8:30 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 – Councilmember Herring**
- 3. Citizens Comments**

REGULAR AGENDA

- 4. Discuss and Possibly Act Upon the Approval of an Addendum to and Modification of the Comprehensive Exchange of Services Interlocal Agreement Between the City of Brenham and Washington County, Amending Various Provisions of Said Agreement, and Authorize the Mayor to Execute Any Necessary Documentation**

Page 1-20

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

- 5. Administrative/Elected Officials Report**

Adjourn

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

CERTIFICATION

I certify that a copy of the July 15, 2014 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 July 11, 2014 at *4:35 PM*.

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 _____, 2014 at _____ AM PM.

Signature

Title



AGENDA ITEM 4

| | | | |
|---|---|--|--|
| DATE OF MEETING: July 15, 2014 | | DATE SUBMITTED: July 11, 2014 | |
| DEPT. OF ORIGIN: Administration | | SUBMITTED BY: Terry Roberts | |
| MEETING TYPE: | CLASSIFICATION: | ORDINANCE: | |
| <input checked="" type="checkbox"/> REGULAR | <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> 1 ST READING | |
| <input type="checkbox"/> SPECIAL | <input type="checkbox"/> CONSENT | <input type="checkbox"/> 2 ND READING | |
| <input type="checkbox"/> EXECUTIVE SESSION | <input checked="" type="checkbox"/> REGULAR | <input type="checkbox"/> RESOLUTION | |
| | <input type="checkbox"/> WORK SESSION | | |
| AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of an Addendum to and Modification of the Comprehensive Exchange of Services Interlocal Agreement Between the City of Brenham and Washington County, Amending Various Provisions of Said Agreement, and Authorize the Mayor to Execute Any Necessary Documentation | | | |
| SUMMARY STATEMENT: Please see attached memo from the City Manager. | | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | | |
| A. PROS: | | | |
| B. CONS: | | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): N/A | | | |
| ATTACHMENTS: (1) Memo from City Manager; (2) Addendum to and Modification of the Comprehensive Exchange of Services Interlocal Agreement (Redlined); and (3) Addendum to and Modification of the Comprehensive Exchange of Services Interlocal Agreement (Clean version) | | | |
| FUNDING SOURCE (Where Applicable): N/A | | | |
| RECOMMENDED ACTION: Approve an addendum to and modification of the Comprehensive Exchange of Services Interlocal Agreement between the City of Brenham and Washington County, amending various provisions of said agreement, and authorize the Mayor to execute any necessary documentation. | | | |
| APPROVALS: Mayor Milton Y. Tate, Jr. | | | |



To: Mayor and City Council

From: Terry K. Roberts, City Manager

Subject: **Amendments To City County ILA**

Date: July 10, 2014

This is an update to the information I provided you last week following the last meeting of the City-County ILA Task Force. Two additional changes were made to the document amending the comprehensive exchange of services and they are noted in the recap of changes.

It is decision time on when it best to make the transition of Emergency Communications from the City to the County. The ILA Task Force, made up of the Mayor, two city councilmembers and two county commissioners, have been meeting since the start of transition in January, overseeing the transition and developing recommended amendments to the ILA.

In order to have a smoother transition of Emergency Communications from one governmental agency to another, the ILA included an 18 month transition period. However, it became apparent soon after the transition started that a different transfer date should be considered other than July 1, 2015.

Truth in taxation laws govern how the setting of tax rates are impacted when two governmental agencies exchange a department. When a department transfers, there is a onetime adjustment in the effective and roll back tax rates for both entities. Because of this state law, October is the most appropriate time on the budget and tax calendar to make the move.

The ILA Task Force has worked through the issues associated with transition of Emergency Communications. They finalized a set of recommendation to the governing bodies related to Emergency Communications and other amendments to the originally passed exchange of services ILA.

The recommended amendments are contained in a redlined version of the addendum to the ILA which is attached. I will touch on each section of change in the order it appears in the addendum.

Section 4: Summary of Service Levels Prior To Effective Date of Agreement.

This is one of two new changes to the addendum since it was sent out to you last week. It is a minor change that clarifies that one of the services currently being performed by Emergency Communications for the City is the handling of after-hours dispatching services for the Public Utilities and Public Works Departments. The companion Emergency Communications policy manual has detailed sections that outline responsibilities for after-hours dispatch. The vast majority of the work of Emergency Communications involves service to public safety agencies; however, handling after-hours calls for public utilities and public works is a current service provided.

Section 5: Transfer of Responsibility for Communications From City To County.

The ILA Task Force is recommending an October 2014 transfer date to the governing bodies. Four of the five Task Force members are prepared to make the departmental move happen this October. Task Force member Mary Barnes-Tilley is not ready to make the transition that early and actually prefers leaving Emergency Communications as a 50/50 shared arrangement indefinitely.

The amendment in this section shifts the transfer date from the current July 1, 2015 date to October 1, 2014. The October 1, 2014 date would mean the entire departmental cost would shift from the City to the County and it would trigger the tax rate calculation adjustment.

Since the transition began January 1, 2014, the County has been funding half of the Emergency Communications budget at roughly \$500,000 per year or \$42,000 per month. When the full transition occurs, the County will be responsible for the entire \$1,000,000 Emergency Communications budget and the City will no longer charge the County for Animal Services at roughly \$80,000. The full transition will result in an additional \$420,000 in savings to the City (the additional \$500,000 in savings less the revenue of \$80,000 from Animal Services).

In the transition period, jail is being bartered for fire service, the County has ceased funding of library services and county animal services are being funded by the County until emergency communications is transferred.

The only time the Chief Appraiser can calculate a new effective and roll back tax rate is when it is known for sure that the Emergency Communications Department will fully transfer. When the County fully funds Emergency Communications and it is totally out of our budget, the tax rate adjustment can be made.

The County will have the option to raise its taxes by the amount of the departmental cost with roughly a 4 cent impact. The City's newly adjusted effective and roll back tax rates will drop 8 or 9 cents due to the savings of transferring the Department completely. We will recommend a minor offset to account for the lost revenue from the County when they paid for fire, animal services and library.

The County prefers a departmental transfer this October instead of October 2015 so that they would have the ability to raise taxes to pay for the cost of the Emergency Communications Department. If the departmental transfer was delayed a year to October 2015, the County would have operational cost of \$630,000 for calendar 2015 without the ability to raise the tax rate sufficiently without exceeding the rollback tax rate. The County does not believe it has sufficient reserves to continue half the cost of Emergency Communications plus have the funds to pay for capital expenses associated with their IT network. That is primarily why the County wants to assume full cost of the Communications operation in October 2014 and they are willing to pay us to host their IT needs.

Section 7: Continuation of Communications Policy Board.

Since our Emergency Communications Department is not operated by a law enforcement agency, DPS mandates that the Board overseeing its operation be filled by majority law enforcement personnel. The original ILA did not make that stipulation. DPS has stringent rules about the oversight of a civilian emergency communications department.

The existing ILA says that the Board will be made up of "at least" the four major users of the service (PD, SO, EMS and Fire) plus the Emergency Communications Director. Because it said "at least" there was not a problem including the DPS local sergeant and a representative of the volunteer fire departments in the County. However, that arrangement does not comply with the DPS requirement that a majority of the board be law enforcement.

The amendment proposed by the Task Force will get the make-up of Communications Policy Board into compliance with DPS regulations. The amendment establishes the heads of the four major agencies (PD, SO, EMS and Fire) plus the DPS sergeant will be the five member board. The Communications Director will serve in a staff function and not be a voting member of the Board.

The County's volunteer fire chiefs' representative will be welcomed at any meeting but technically not be an official member of the Board. With the Chief, Sheriff and DPS Sergeant making up three of the five members of the Board, the Board will now comply with DPS regulations.

Section 9: IT Support of Communications Operation.

The City Task Force members have been concerned over the County's commitment to timely building an IT network to support their new Communications Department which is called for in the ILA. The County expressed their commitment to fund and staff a County information technology network. They have hired an IT Manager and are reviewing vendor proposals to design and build a system.

It is unrealistic to believe the County can design, build and implement such a network by October 1st. Former City IT Manager Gary Jeter, before he left, predicted the County could probably be ready by January 1st. Last week the County confirmed they are targeting a January 1st date for implementation as well.

This section of the current ILA gives the flexibility for the City to host IT services until the County has their system built and operational. Last week the Task Force negotiated a solution to hosting IT services for the County until they have built their network.

The County agreed to numbers recommended by the City Task Force members for the hosting of IT services while the County builds its network. The City Task Force requested a \$2,500 per month figure and the County agreed. Additionally, as an incentive to stay focused on getting their system operational, the City and County agreed to double the monthly fee after six months.

The County was willing to include the incentive rate in the agreement because they plan to have the system operational by the first of the year or shortly thereafter.

Section 11: Scope Of Services To Be Provided by City Pursuant To This Agreement. B. Animal Control Services.

Unrelated to emergency communications, the Police Chief and Sheriff asked the Task Force to consider some modified language to the Animal Services section of the ILA. The proposed amendment removes the phrase "but not limited to" when describing the list of specific services the City renders to the County related to animal services. That phrase gave the erroneous perception that there were other services we, the City, perform under the agreement. That is not the case. The recommended changes provide greater clarity about the services eligible to be performed.

A second minor addition to this section was added at the request of the County Attorney. In the next to the last sentence of that section, a phrase was added to the end that clarifies that we still respond to suspected rabies cases as we have done in the past.

Section 12A: Scope Of Services To Be Provided By County Pursuant To This Agreement. A. Communications Services.

The same language amendment found in Section 4 dealing with after-hours city dispatch is repeated in Section 12A of the ILA as well.

Section 16: Term.

The length of the term of the ILA is five years beginning on the first day after transition. With the recommendation to move the date of transfer of emergency communications from July 1, 2015 to October 1, 2014, all relevant dates in this section of the ILA will adjust to reflect the change in date of transfer.

Section 17: Review.

The review period dates will also adjust based on the new date of transfer.

Section 34(b)(III)(C): Transition Period, Services To Be Performed And Compensation During Transition Period.

There is a minor wording change in this section. The term “public safety chiefs” is replaced by “Communications Policy Board”.

The more substantive change is removing the language dissolving the ILA Task Force six months after the transfer. There is a new Section III that outlines that the Task Force will remain in existence beyond the transition date and will continue to meet quarterly.

Amended Agreement:

City Secretary Jeana Bellinger drafted the changes outlined in this memo in a redlined version that was distributed last week. I have identified the two minor changes that have been included in the latest revision. Amendments to the ILA can be recommended by the ILA Task Force but must be acted on by both governing bodies in order for them to take effect.

The County meets almost every week and held a meeting earlier this week. They took up the changes recommended by the Task Force and unanimously adopted them. I advised the County that the City would address the amendments at your meeting next week.

With an October 2014 recommendation for transition, the governing bodies need to act by the end of July so that Chief Appraiser Dilworth has time to publish the new effective and roll back tax rates.

ADDENDUM TO AND MODIFICATION OF THE:
INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM
AND WASHINGTON COUNTY FOR THE COMPREHENSIVE
EXCHANGE OF SERVICES

This Addendum to and Modification of the “Interlocal Agreement between the City of Brenham and Washington County for the Comprehensive Exchange of Services” (the Agreement) is made by and between the **City of Brenham** and **Washington County**, in consideration of the mutual undertakings and obligations expressed herein and the Agreement, as an addendum and modification to the existing Agreement between the parties and having an effective date of December 2, 2013.

1. Section 4 of the Agreement related to Communication Services is hereby modified to read as follows:

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

...

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 (including after-hours dispatching services for the City Public Utilities and Public Works Departments), 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.

2. Section 5 of the Agreement is hereby modified to read as follows:

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

Deleted: is modified to read as follows:

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 October, 2014. Under no circumstances shall the date and time of said transfer be delayed to occur later than 12:01 o'clock a.m., Central Time on October 1, 2014, 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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3. Section 7 of the Agreement is hereby modified to read as follows:

SECTION 7. CONTINUATION OF COMMUNICATIONS POLICY BOARD

Deleted: is modified to read as follows:

As currently mandated by the Texas Department of Public Safety ("DPS"), the County shall establish a Communications Policy Board, of which a majority of its members are law enforcement personnel. The Policy Board shall be comprised of the County Sheriff, County EMS Director, City Police Chief, City Fire Chief, and a representative from DPS. The Communications Director shall be a non-voting, ex-officio, member of the Policy Board. 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.

Deleted: exists with the City Communications operation

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Deleted: at least the public safety heads of the major users of the service, and representing the following positions: County Communications Department Head,

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

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

4. Section 9 of the Agreement is hereby modified to read as follows:

SECTION 9. IT SUPPORT OF COMMUNICATIONS OPERATION

a) The County shall provide its own information technology (IT) support associated with its Communications operation, as well as support for the Sheriff'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 pursuant to subsections 9(b) and 9 (c) hereinbelow.

Comment [JB1]: IT hosting support consists of the following:
>8desktop computers;
>7 New World software servers;
>2 NetMotion servers;
>3 Nice VoIP recorder servers;
>2 domain controller servers;
>File and print servers;
>4 printers;
>2 core network switches;
>8 Universal Power Supply's (UPS's);
>A 50 Mbps internet pipe with filtering;
>Exchange server mailboxes; and
>Building security system

b) Upon termination of the Transition Period, the County shall pay to the City the amount of \$2,500.00 per month for network hosting services. This amount shall be paid monthly until March 31, 2015 or until such earlier time as the County can provide full IT hosting support for the Communications operations, whichever occurs first. Payment thereof shall be due and payable within thirty (30) days of the County's receipt of an invoice for said services from the City.

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c) Beginning on April 1, 2015, the County shall pay to the City the amount of \$5,000.00 per month for network hosting services. This amount shall be paid monthly until such time as the County can provide full IT hosting support for the Communications operation. Payment thereof shall be due and payable within thirty (30) days of the County's receipt of an invoice for said services from the City.

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5. Section 11(B)(a) of the Agreement is hereby modified to read as follows:

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

Deleted: is modified to read as follows:

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 handling animal bite cases, assisting with injured and/or abused animals, assisting with animals in a vehicle involved in a motor vehicle accident, 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. The City will not be required to respond to animal control calls related to wild animals, livestock, or exotic animals unless there is reason to believe that the animal may be rabid. The City will not respond to stray or roaming animals or unleashed domesticated animals outside of the city limits unless there is reason to believe that the animal may be rabid. Any and all veterinarian fees or charges associated with the care of an injured and/or abused animal will be the responsibility of the originating agency (City or County).

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6. Section 12(A) of the Agreement is hereby modified to read as follows:

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: 1) 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); and 2) after-hours dispatching services for the City Public Utilities and Public Works Departments.

7. Section 16 of the Agreement is hereby modified to read as follows:

SECTION 16. TERM

Deleted: is modified to read as follows:

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 October 1, 2014 and shall remain in effect until September 30, 2019. If either Party desires to terminate this Agreement at the end of the Initial Term, the terminating Party must provide written notice of termination to the other Party no later than September 30, 2018. After the Initial Term, this

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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.

8. Section 17 of the Agreement is hereby modified to read as follows:

SECTION 17. REVIEW.

During the Initial Term of this Agreement, and beginning on or before January 1, 2018, 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, 2023, 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.

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Comment [C2]: This date applies to the Renewal Term, if any, which be in effect from October 1, 2019 through September 30, 2024, so the review period should begin on January 1, 2023 to keep the same schedule observed in the Initial Term.

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

9. ~~Section 34(B)(III)(C) of the Agreement is hereby modified to read as follows;~~

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SECTION 34(B)(III)(C) TRANSITION PERIOD, SERVICES TO BE PERFORMED AND COMPENSATION DURING TRANSITION PERIOD

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III. Other Services.

C. ILA Communications Transition Task Force.

I. Creation and Membership. 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.

Deleted: 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

II. Tasks and Functions – During Transition. 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 Communications Policy Board 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 Communications Policy Board, 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

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g) after the transfer of the Communications Department to the County, shall continue to meet periodically with the Communications Policy Board 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.

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III. Tasks and Functions – After Transition. The Task Force shall remain in existence beyond the transition date by mutual agreement of both entities.

The Task Force shall:

a) meet at least quarterly to ensure that the operations and services of the Communications Department are being provided at the same service levels and quality as outlined in the Comprehensive Exchange of Services ILA. The Task Force may meet independently or with the Communications Policy Board.

Except as expressly amended by this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect.

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This Addendum and Modification is agreed to and accepted by both parties to the Agreement and shall be effective on this the _____ day of _____, 2014.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
County Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk

ADDENDUM TO AND MODIFICATION OF THE:

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

This Addendum to and Modification of the “Interlocal Agreement between the City of Brenham and Washington County for the Comprehensive Exchange of Services” (the Agreement) is made by and between the **City of Brenham** and **Washington County**, in consideration of the mutual undertakings and obligations expressed herein and the Agreement, as an addendum and modification to the existing Agreement between the parties and having an effective date of December 2, 2013.

1. Section 4 of the Agreement related to Communication Services is hereby modified to read as follows:

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

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 (including after-hours dispatching services for the City Public Utilities and Public Works Departments), 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.

2. Section 5 of the Agreement is hereby modified to read as follows:

**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 October, 2014. Under no circumstances shall the date and time of said transfer be delayed to occur later

than 12:01 o'clock a.m., Central Time on October 1, 2014, 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.

3. Section 7 of the Agreement is hereby modified to read as follows:

SECTION 7. CONTINUATION OF COMMUNICATIONS POLICY BOARD

As currently mandated by the Texas Department of Public Safety ("DPS"), the County shall establish a Communications Policy Board, of which a majority of its members are law enforcement personnel. The Policy Board shall be comprised of the County Sheriff, County EMS Director, City Police Chief, City Fire Chief, and a representative from DPS. The Communications Director shall be a non-voting, ex-officio, member of the Policy Board. 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.

4. Section 9 of the Agreement is hereby modified to read as follows:

SECTION 9. IT SUPPORT OF COMMUNICATIONS OPERATION

- a) 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 pursuant to subsections 9(b) and 9 (c) hereinbelow.
- b) Upon termination of the Transition Period, the County shall pay to the City the amount of \$2,500.00 per month for network hosting services. This amount shall be paid monthly until March 31, 2015 or until such earlier time as the County can provide full IT hosting support for the Communications operations, whichever occurs first. Payment thereof

shall be due and payable within thirty (30) days of the County's receipt of an invoice for said services from the City.

- c) Beginning on April 1, 2015, the County shall pay to the City the amount of \$5,000.00 per month for network hosting services. This amount shall be paid monthly until such time as the County can provide full IT hosting support for the Communications operation. Payment thereof shall be due and payable within thirty (30) days of the County's receipt of an invoice for said services from the City.

- 5. Section 11(B)(a) of the Agreement is hereby modified to read as follows:

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

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 handling animal bite cases, assisting with injured and/or abused animals, assisting with animals in a vehicle involved in a motor vehicle accident, 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. The City will not be required to respond to animal control calls related to wild animals, livestock, or exotic animals unless there is reason to believe that the animal may be rabid. The City will not respond to stray or roaming animals or unleashed domesticated animals outside of the city limits unless there is reason to believe that the animal may be rabid. Any and all veterinarian fees or charges associated with the care of an injured and/or abused animal will be the responsibility of the originating agency (City or County).

- 6. Section 12(A) of the Agreement is hereby modified to read as follows:

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: 1) 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); and 2) after-hours dispatching services for the City Public Utilities and Public Works Departments.

7. Section 16 of the Agreement is hereby modified to read as follows:

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 October 1, 2014 and shall remain in effect until September 30, 2019. If either Party desires to terminate this Agreement at the end of the Initial Term, the terminating Party must provide written notice of termination to the other Party no later than September 30, 2018. 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.

8. Section 17 of the Agreement is hereby modified to read as follows:

SECTION 17. REVIEW

During the Initial Term of this Agreement, and beginning on or before January 1, 2018, 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, 2023, 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.

9. Section 34(B)(III)(C) of the Agreement is hereby modified to read as follows:

SECTION 34(B)(III)(C) TRANSITION PERIOD, SERVICES TO BE PERFORMED AND COMPENSATION DURING TRANSITION PERIOD

III. Other Services.

C. ILA Communications Transition Task Force.

I. Creation and Membership. 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 – During Transition. 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 Communications Policy Board 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 Communications Policy Board, 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 Communications Policy Board 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.

III. Tasks and Functions – After Transition. The Task Force shall remain in existence beyond the transition date by mutual agreement of both entities.

The Task Force shall:

- a) meet at least quarterly to ensure that the operations and services of the Communications Department are being provided at the same service levels and quality as outlined in the Comprehensive Exchange of Services ILA. The Task Force may meet independently or with the Communications Policy Board.

Except as expressly amended by this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect.

This Addendum and Modification is agreed to and accepted by both parties to the Agreement and shall be effective on this the _____ day of _____, 2014.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
County Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk

**AGREEMENT RELATED TO THE
ADDENDUM TO AND MODIFICATION OF THE
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR THE COMPREHENSIVE EXCHANGE OF SERVICES**

THIS AGREEMENT is made between the City of Brenham, a Texas home-rule municipal corporation, hereinafter referred to as “City,” and the undersigned Otto Hanak, Washington County Sheriff, hereinafter referred to as “Sheriff” on this the _____ day of _____, 2014 (“Effective Date”), hereinafter referred to as “Party” or collectively as “Parties,” and in consideration of the mutual obligations and undertakings set forth herein, agree as follows:

The City and Sheriff, as Parties to this “Agreement Related to the Addendum to and Modification of the Interlocal Agreement between the City of Brenham and Washington County for the Comprehensive Exchange of Services,” hereinafter referred to as “Addendum Agreement,” hereby agree to perform all obligations, duties and services as set forth in the “Addendum to and Modification of the Interlocal Agreement between the City of Brenham and Washington County for the Comprehensive Exchange of Services,” hereinafter referred to as “ILA Addendum” attached hereto as Exhibit “A” and incorporated herein for all purposes to the extent said ILA Addendum requires the performance of obligations, duties and services by the City and/or Sheriff.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum Agreement, the day and year first above written.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

Otto Hanak
Washington County Sheriff

ATTEST:

Jeana Bellinger, TRMC
City Secretary