



BRADY

THE CITY OF

TEXAS

Tony Groves
Mayor

Jim Griffin
Mayor Pro Tem, Place 5

Rey Garza
Council Member, Place 1

Missi Davis
Council Member, Place 2

Jeffery Sutton
Council Member, Place 3

Jane Huffman
Council Member, Place 4

Kim Lenoir
City Manager

Tina Keys
City Secretary

Lisa Remini
Director of Finance

Steve Miller
Director of Public Works

Dennis Jobe
Director of Community
Services

Steve Thomas
Chief of Police

Lloyd Perrin
Chief of Fire/EMS

Sarah Griffin
City Attorney

CITY OF BRADY CITY COUNCIL AND McCULLOCH COUNTY COMMISSIONERS COURT JOINT WORK SESSION AGENDA JANUARY 22, 2019 AT 4:00 PM

NOTICE is hereby given of a meeting of the City Council and the McCulloch County Commissioners Court of City of Brady, McCulloch County, State of Texas, to be held at 4:00 pm on January 22, 2019, at the City of Brady Municipal Court Building, located at 207 S. Elm Street, Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. Call to Order, Roll Call and Certification of Quorums
2. Discussion regarding City/County Fire/EMS Services and Budget
3. Discussion regarding a draft Interlocal Agreement for several City and County Services
4. Discussion regarding Annual Interlocal Agreement for road services.

5. Adjournment

I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on _____ by 4:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Tina Keys, City Secretary

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City Facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or citysec@bradytx.us.

CITY OF BRADY - FIRE / EMS SERVICES
COMBINED STATEMENT OF OPERATIONAL REVENUES

	2017-2018 ACTUAL	2018-2019 APPROVED BUDGET
<u>REVENUES</u>		
<u>Fire Revenues</u>		
Specialized Fire Svc Collections	5	0
Inspection / Permit Fees	1,500	2,500
Reimbursed Expenses	1,911	0
Donations	1,000	
TOTAL Revenues	4,416	2,500
<u>EMS Revenues</u>		
Hospital Subsidy	0	0
Service Collections	532,189	550,000
Ambulance Stand-By	5,840	5,500
Inspections/Permit Fees	0	0
Miscellaneous Revenue	420	0
Reimbursed Expenses	1,433	0
RAC Grant Program	11,171	0
Vending Income	0	0
Interest Income	0	0
TOTAL Revenues	551,053	555,500
County Share	197,000	0
Percent pmt to City Cost	16%	
TOTAL REVENUES	752,469	558,000

CITY OF BRADY - FIRE / EMS SERVICES
COMBINED STATEMENT OF OPERATIONAL EXPENDITURES

	2017-2018 ACTUAL	2018-2019 APPROVED BUDGET
<u>EXPENDITURES</u>		
Fire Personnel	176,357	175,665
Fire Contract Services	105,279	91,061
Fire Supplies/Repair/Expenses	114,712	107,300
TOTAL Operating Expenditures	396,348	374,026
EMS Personnel (16 FT; 2.5 PT/FTE)	1,139,119	1,318,085
EMS Contract Services	116,365	83,300
EMS Supplies/Repair/Expenses	126,365	137,800
TOTAL Operating Expenditures	1,381,849	1,539,185
TOTAL OPERATING EXPENDITURES	1,778,197	1,913,211

CITY OF BRADY - FIRE / EMS SERVICES
COMBINED STATEMENT OF OPERATIONAL REVENUES AND EXPENDITURES

	2017-2018 ACTUAL	2018-2019 APPROVED BUDGET
<u>REVENUES</u>		
<u>Fire Revenues</u>		
Specialized Fire Svc Collections	5	0
Inspection / Permit Fees	1,500	2,500
Reimbursed Expenses	1,911	0
Donations	1,000	
TOTAL Revenues	4,416	2,500
<u>EMS Revenues</u>		
Hospital Subsidy	0	0
Service Collections	532,189	550,000
Ambulance Stand-By	5,840	5,500
Inspections/Permit Fees	0	0
Miscellaneous Revenue	420	0
Reimbursed Expenses	1,433	0
RAC Grant Program	11,171	0
Vending Income	0	0
Interest Income	0	0
TOTAL Revenues	551,053	555,500
County Share	197,000	0
Percent pmt to City Cost	16%	
TOTAL REVENUES	752,469	558,000
<u>EXPENDITURES</u>		
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TOTAL Operating Expenditures	1,381,849	1,539,185
TOTAL OPERATING EXPENDITURES	1,778,197	1,913,211
COST with county share in FY 2018	(1,025,728)	(1,355,211)

CITY OF BRADY

EXPENDITURES	STATEMENT OF REVENUES AND EXPENDITURES					2018-2019 APPROVED BUDGET	% CHANGE \$ CHANGE
	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 BASE BUDGET		
EMS						800,000	857,700
Personnel 16FT 2.5 FTE						21%	149,004
5-29-101.00 Regular Pay	353,190	294,011	651,355	720,037	708,696		
5-29-102.00 Overtime Pay	19,809	45,238	72,846	67,200	64,401	68,000	6% 3,599
5-29-103.00 Certification Pay	10,025	6,375	15,675	18,100	19,775	21,600	9% 1,825
5-29-106.00 Stand-by Pay	0	75	0	0	0	0	0
5-29-107.00 Transfer Pay	0	0	0	0	0	0	0
5-29-110.00 Hospital Insurance	53,688	46,198	134,388	171,227	170,556	206,000	172,142
5-29-111.00 Municipal Retirement	37,690	32,657	73,168	81,556	85,062	90,000	93,984
5-29-112.00 Worker's Comp Insurance	13,108	11,610	27,047	27,213	27,246	28,000	28,675
5-29-113.00 Unemployment Insurance	191	1,519	201	1,620	2,828	2,000	3,780
5-29-114.00 Payroll Taxes	29,046	26,319	56,320	61,425	60,552	70,000	72,294
TOTAL Personnel	516,748	464,002	1,031,000	1,148,378	1,139,116	1,285,600	1,318,175
							16% 179,059

CITY OF BRADY - FIRE / EMS SERVICES
COMBINED STATEMENT OF OPERATIONAL REVENUES AND EXPENDITURES

	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 APPROVED BUDGET
<u>REVENUES</u>					
<u>Fire Revenues</u>					
Specialized Fire Svc Collections	5,160	10	0	5	0
Inspection / Permit Fees	3,320	1,575	3,270	1,500	2,500
Reimbursed Expenses	217	938	175	1,911	0
Donations				1,000	
TOTAL Revenues	8,696	2,523	3,445	4,416	2,500
<u>EMS Revenues</u>					
Hospital Subsidy	18,514	0	0	0	0
Service Collections	519,993	399,276	403,745	532,189	550,000
Ambulance Stand-By	8,225	10,228	8,480	5,840	5,500
Inspections/Permit Fees	3,400	1,700	0	0	0
Miscellaneous Revenue	120	120	360	420	0
Reimbursed Expenses	774	0	101	1,433	0
RAC Grant Program	0	9,353	12,170	11,171	0
Vending Income	16	12	0	0	0
Interest Income	40	34	0	0	0
TOTAL Revenues	551,080	420,722	424,855	551,053	555,500
County Share	158,000	192,843	182,300	197,000	0
Percent prmt to Cost	17%	18%	16%	16%	
TOTAL REVENUES	717,776	616,088	610,600	752,469	558,000
<u>EXPENDITURES</u>					
Fire Personnel	623,319	654,952	161,630	176,357	175,665
Fire Contract Services	70,953	88,832	63,662	105,279	91,061
Fire Supplies/Repair/Expenses	49,585	55,484	78,932	114,712	107,300
TOTAL Operating Expenditures	743,857	799,268	304,224	396,348	374,026
EMS Personnel	516,748	464,002	1,031,000	1,139,119	1,318,085
EMS Contract Services	106,620	93,275	94,624	116,365	83,300
EMS Supplies/Repair/Expenses	99,674	116,471	150,395	126,365	137,800
TOTAL Operating Expenditures	723,042	673,748	1,276,018	1,381,849	1,539,185
TOTAL OPERATING EXPENDITURES	1,466,899	1,473,016	1,580,242	1,778,197	1,913,211
COST with county share	(749,122)	(856,928)	(969,642)	(1,025,728)	(1,355,211)

Fire/EMS Monthly Reports:	2018												2019												%
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTALS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep

County calls:	County Totals:		
EMS	12	18	17
Fire	16	15	11
Misc.	5	8	7
	33	41	35
	109		28%

City calls:

EMS 59 57 56
Fire 13 14 6
Misc. 31 23 25

Transports requested by HOT:

City Totals: **Grand TOTAL (City and County Calls):**

103	94	87	163	72%
			272	100%

BVFD Calls:	128	35%
EMS	23	21
Fire	19	21
Misc.	2	10
TOTAL:	44	52
	32	

Wrecks and Transport are counted in the Fire/EMS calls above.

County:			
Wrecks	5	8	8
Transport to Hospitals	9	9	7
City:			
Wrecks	5	7	8
Transport to Hospitals	33	36	32
BVFD: (respond with City and County calls)			
Wrecks	8	11	10
Transport to Hospitals	9	7	3

corrected 1-17-19

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

Between

The City of Brady and the County of McCulloch

STATE OF TEXAS

COUNTY OF MCCULLOCH

This Interlocal Cooperation Agreement for Services (the "Agreement"), as provided in Sec. 791.001, et seq., Texas Government Code, is made and entered into by and between the City of Brady (the CITY) and the County of McCulloch (the COUNTY).

WHEREAS, the CITY is a home rule municipality incorporated pursuant to the Statutes of the State of Texas; and

WHEREAS, the COUNTY is a Texas county of less than 75,000 people that encompasses the CITY;

WHEREAS, the CITY and the COUNTY individually have the authority to perform governmental functions such as operation of an emergency medical service for the transportation of sick and injured persons, the operation of law enforcement dispatch services, and the operation of fire protection services within their respective boundaries in McCulloch County; and

WHEREAS, Brady has the responsibility under sections 4.03, 4.04, and 4.08 of the Home Rule Charter of the City of Brady to provide such services within its corporate boundaries; and

WHEREAS, the CITY desires to provide its residents with efficient, effective public services to provide for the welfare of its citizens; and

WHEREAS, the COUNTY desires to provide its residents with efficient, effective public health services for the welfare of its citizens, both in the CITY, which is within the McCulloch County tax base, and in the parts of the COUNTY that are outside the City limits; and

WHEREAS, the CITY is located in the COUNTY;

NOW, THEREFORE, the CITY and COUNTY hereby agree as follows:

1. PURPOSE

The purpose of this agreement is to provide Emergency Medical Service, law enforcement, jail services, 9-1-1 dispatch service, grounds maintenance, senior and bus services, emergency management services and fire protection service to the citizens of the CITY and the COUNTY.

Emergency Medical Service ("EMS") is defined to be emergency ambulance service, and to include prehospital transportation of persons in need of emergency medical care by trained and specially equipped personnel for that purpose.

2. TERM

A. The CITY and COUNTY agree that this Agreement shall be for one year beginning each fiscal year, October 1, unless one of the following events occurs:

- (1) The parties mutually agree in writing upon a termination date; or
- (2) Either the CITY or the COUNTY may express in writing 30 days before the date when this Agreement is up for renewal, that they wish to terminate the agreement, by sending written notice to the other party of such a desire to terminate this Agreement; or
- (3) The CITY and the COUNTY express on the last day of any term of this Agreement that such party wishes to terminate the Agreement in 60 days.

3. RIGHTS AND DUTIES OF THE PARTIES

The parties acknowledge that this is an agreement for services only.

Pursuant to this Agreement, the CITY shall provide emergency medical service, law enforcement, grounds maintenance, senior services, emergency management services and fire protection service to the residents of the CITY and those residents outside its corporate boundaries within the COUNTY.

Pursuant to this Agreement, the COUNTY shall provide law enforcement, jail services, 9-1-1 dispatch service, bus services, and emergency management services to the residents of CITY.

4. FINANCIAL AND RELATED SUPPORT

In return for the provision of emergency medical service, law enforcement, and fire protection service by CITY to the residents of COUNTY who reside outside Brady's boundaries, the CITY will bill the COUNTY xx% of the approved net operating budgets of Fire and EMS divisions (\$xxx FY2019) due in one payment in February of each year that this Agreement is in effect. CITY will provide to COUNTY a draft operating budget net of projected service revenues each June for budgeting purposes.

(To date in FY2019, County calls make-up 28% of all Fire/EMS calls)

The COUNTY will bill the CITY for jail services in accordance with state law for each Class C jailed individuals at \$45 per day.

The CITY EMS will bill the county jail inmate(s) for EMS calls for service to the COUNTY Jail in accordance with the standard billing service fee schedule determined by the level of EMS services rendered.

The COUNTY will provide 9-1-1 dispatching services at no charge to the CITY, due to the COUNTY's desire to combine dispatching and jailer job descriptions with the new McCulloch County Law Enforcement Center (County Jail).

The COUNTY will provide the Sunset Center Building for the Senior Citizens Services and will fund the Concho Valley Transit County-wide CVCOG transportation services. The CITY will fund the staff and meal services for the Senior Citizen Services. The COUNTY will pay \$599.99 to the CITY for matching grant funds for the annual HMD-Texans Feeding Texans Grant.

The COUNTY will pay the CITY \$5,000 in February of each year this Agreement is in effect, for the City to provide regular turf mowing services for the Courthouse grounds. The CITY agrees that a regularly well-maintained turf grass lawn is important to all citizens and visitors as the oval courthouse grounds is the center of the community, supports community events and is a community beautification project for the downtown business district. The COUNTY will water and maintain the irrigation system on the courthouse grounds.

The COUNTY will pay the CITY \$15,000 each February that this Agreement remains in effect, for the City to maintain the paperwork for reporting as required for state and federal agencies, monthly Local Emergency Planning Committee (LEPC) meetings, and annual reports for a Joint City-County Emergency Management Program in accordance with state and federal regulations.

The COUNTY will pay the CITY \$45.00 per animal received from the County for Animal Control Services.

The CITY will allow the COUNTY to use the City Hall roof and IT closet at no cost to assist the COUNTY with its internet connections until permanent county facilities fiber solution is completed.

For Law Enforcement purposes, the CITY will support the COUNTY with any calls for service as necessary or requested. The COUNTY agrees to also support the CITY with any calls for service as necessary or requested within the City limits. The COUNTY (now the primary answering point for information and calls for service for the area) agree to notify all Law Enforcement entities about pertinent and/or critical information disseminated to them by outside agencies. The COUNTY will provide a written directive to the CITY concerning jail procedures, requiring each agency to follow and adhere to these protocols.

CITY will provide to COUNTY a draft operating budget net of projected service revenues each June for the following fiscal year budget planning purposes.

Other than the above listed financial and related support, the COUNTY will not be liable to the CITY for any costs and/or expenditures associated with the services outlined.

Other than the above listed financial and related support, the CITY will not be liable to the COUNTY for any costs and/or expenditures associated with the services outlined.

5. ITEMIZED STATEMENT

The CITY shall provide the COUNTY with an itemized statement of Fire and EMS expenses and revenue at the end of the fiscal year, closing out all bills (by November 30), which shall clearly state all amounts received and paid pursuant to this Agreement. The COUNTY dispatch shall provide the CITY with counts and percentages of Fire and EMS calls in the City and in the County for the fiscal year.

6. INDEPENDENT CONTRACTOR

A. At all times during the performance of this Agreement and in connection with any services rendered under this Agreement, both Parties shall be considered as independent contractors. No relationship of employer - employee is created by this Agreement or by the City's service. The COUNTY acknowledges that CITY is not obligated to provide Workers' Compensation Insurance, or any other of the City's employee related insurance or benefits, for COUNTY personnel. The CITY acknowledges that COUNTY is not obligated to provide Workers' Compensation Insurance, or any other of the County's employee related insurance or benefits, for CITY personnel.

B. Pursuant to Texas Local Government Code Chapter 791, Section 791.006(a) COUNTY shall be responsible for any civil liability that arises from the furnishing of training, fire suppression, firefighting, ambulance services, hazardous materials response services, fire and rescue services, or paramedic services by CITY if such service is provided outside the City limits of CITY.

7. MISCELLANEOUS

- A. Each party shall approve participation in this Agreement by the appropriate governmental body or authorized public officer.
- B. The COUNTY and the CITY may not assign or amend all or any part of this Agreement without the prior written consent of each party.
- C. The annual renegotiation of this Agreement shall be contingent upon the availability of current revenue funds. If sufficient funds are not allocated by the CITY or the COUNTY as provided for in this Agreement, either Party may terminate this Agreement on thirty (30) days notice to the other Party.
- D. This Agreement may be terminated or renegotiated in the event of changed state regulations that affect the parties' performance under this Agreement.
- E. All notices under this Agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

CITY: Honorable Anthony Groves
Mayor of the City of Brady

COUNTY: Honorable Judge Bill Spiller
McCulloch County Judge

8. SEVERABILITY

- A. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- B. The waiver by any party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.
- C. Each party shall be excused from any breach of this Agreement that is proximately caused by action by the Legislature of the State of Texas, war, strike, acts of God, or other similar circumstances or events normally deemed outside the control of the non-performing party.
- D. The CITY and the COUNTY shall not discriminate based on creed, age, race, religion, disability, or gender and shall abide by all local state, and federal laws prohibiting discrimination.
- E. This is the entire agreement between the CITY and COUNTY. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY AND COUNTY.
- F. This Agreement is to be performed in McCulloch County, Texas. The District Court of McCulloch County shall have exclusive venue and jurisdiction over the parties in the event any dispute or legal action arising from this Agreement.

EFFECTIVE ON OCTOBER 1, 2018.

FOR THE CITY OF BRADY:

by: _____
Mayor Anthony Groves

Date: _____

FOR THE COUNTY OF McCULLOCH:

by: _____
Judge Bill Spiller

Date: _____

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BRADY AND MCCULLOCH COUNTY, TEXAS

This Interlocal Cooperation Agreement (Agreement) is made and effective this _____ day of _____ 2019 by and between The City of Brady, Texas, (City), and McCulloch County, Texas (County), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

RECITALS

WHEREAS, the City and the County desire to cooperate with each other in order for the County to provide equipment and labor as needed on City owned public property and infrastructure projects to better serve the residents of the City; and

WHEREAS, the City and the County desire to cooperate with each other in order for the City to provide equipment and labor as needed on County owned public property and infrastructure projects to better serve the residents of the County; and

WHEREAS, the City and the County will exchange only services, equipment, and labor as consideration as part of this Agreement; and

WHEREAS, the Parties intend to conform this Agreement in all respects in accordance with the Interlocal Cooperation Act contained in Chapter 792 of the Texas Government Code.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

A. *Recitals*

The foregoing recitals are hereby incorporated into this AGREEMENT and shall be considered mutual covenants that are part of and incorporated within the terms and conditions that are relied upon and bind the Parties.

B. *Term.*

The term of this Agreement is one year. This Agreement shall terminate on the first anniversary of its effective date.

C. *City Responsibilities*

At request of the County, the City may provide services, equipment, and labor to repair and maintain County roads and infrastructure.

D. *County Responsibilities*

At request of the City, the County may provide services, equipment, and labor to repair and maintain City roads and infrastructure.

E. *Supervision*

All work performed under this Agreement shall be supervised by both a City designated supervisor and a County Commissioner for the location in which the work is being performed.

F. *Termination*

The Agreement may be terminated by either Party by providing the other Party with thirty (30) day's written notice.

G. *Choice of Law and Venue*

This Agreement shall be interpreted and construed according to the laws of the State of Texas. All disputes involving this Agreement shall be filed in a district court in McCulloch County, Texas.

H. *Notice*

All notices provided under this Agreement shall be in writing and may be effected upon personal delivery or by registered or certified mail, return receipt requested when mailed to the Party at the following addresses:

CITY: City of Brady
Attn: Kim Lenoir, City Manager
P O Box 589
Brady TX 78691-0589

COUNTY: McCulloch County, Texas
Attn: Judge Bill Spiller
199 Courthouse Square, RM 302
Brady, Texas 76825

EXECUTED this ____ day of _____ 2019.

[signatures follow]

CITY OF BRADY, TEXAS

By: _____
Anthony Groves, Mayor
Date: _____

Attest: _____
Tina Keys, City Secretary

MCCULLOCH COUNTY, TEXAS

By: _____
Bill Spiller, McCulloch County Judge
Date: _____

Attest: _____

History of Tax Value and Rates

2016

City of Brady Certified Net Taxable Value	\$233,266,850
County Hospital Certified Net Taxable Value	\$554,852,720
Brady ISD Certified Net Taxable Value	\$422,932,630
McCulloch County Certified New Taxable Value	\$554,197,870

2017

City of Brady Certified Net Taxable Value	\$230,772,330
County Hospital Certified Net Taxable Value	\$577,782,160
Brady ISD Certified Net Taxable Value	\$422,249,190
McCulloch County Certified New Taxable Value	\$577,792,160

2018

City of Brady Certified Net Taxable Value	\$223,179,550
County Hospital Certified Net Taxable Value	\$624,443,490
Brady ISD Estimated Net Taxable Value	\$435,000,000
McCulloch County Estimated New Taxable Value	\$590,000,000

McCulloch County 1 cent on AV of \$590,000,000 = \$59,000
10 cents = \$590,000

City of Brady 1 cent on AV of \$223,179,550 = \$22,318
10 cents = \$223,180