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THE DEVELOPMENT OF INTERMUNICIPAL COOPERATION BETWEEN
THE CITIES OF FORT WORTH AND EULESS, TEXAS,
LEADING TO THE ESTABLISHMENT OF A
BI-CITY FIRE STATION

THESIS

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CHAPTER I

AN INTRODUCTION TO INTERGOVERNMENTAL RELATIONS IN TARRANT COUNTY: A HISTORICAL PERSPECTIVE

On November 24, 1964, the City Council of the City of Fort Worth approved a contract that read, in part:

The City of Euless and the City of Fort Worth desire to cooperate in the stationing of personnel and fire fighting apparatus of the City of Fort Worth in facilities owned and operated by the City of Euless; . . .¹

An examination of the establishment of this contract is the purpose of this thesis. There are several pertinent questions to be answered. What events led to the establishment of this contract? Since intergovernmental relations involve serious questions of public policy, how was public policy formulated? What operational procedures were proposed? Finally, is it likely that the venture will be successful?

The City of Fort Worth has entered into several local intergovernmental contractual arrangements. Generally, these provide that Fort Worth will make available certain services to area municipalities on a fee basis.² The contract under analysis is somewhat different. No money changes hands.

¹City Secretary Contract Number 5205, Fort Worth, Texas, November 30, 1964.

²Interview with Eugene H. Denton, assistant to the city manager, Office of the City Manager, Fort Worth, Texas, March 5, 1965.

The arrangement is facilitated by mutual cooperation in a joint venture, each party to the contract having established obligations to fulfill. Because of its unique nature in the Fort Worth region, this experience--if successful--may be a pioneer in the search for effective solutions to metropolitan area problems. Therefore, it deserves rather complete and close attention and evaluation.

The Approach to the Problem

Research data for this paper has come primarily from personal interviews. Some of the people were interviewed many times, some only once. Other research materials included public documents, publications of the city manager's office, newspapers, and an occasional reference to well-known works in public administration and intergovernmental relations.

There were few research problems. The major task was to decide exactly what was relevant to a study of one agreement as a manifestation of intergovernmental relations between the City of Fort Worth and another area municipality. Interviews themselves engender some problems, particularly of validating statements and of sifting through and separating "good" opinions--those that were held by significant people and that revealed some thought content--from the "bad" opinions that revealed little of the two basic requirements. This problem was solved by an informal cross-validation

in subsequent interviews. Research on the project covered a seven-month period from January, 1965 to July, 1965. By March a basic approach had been determined.

Several pertinent facts came to mind. Some attention must be paid to other interlocal agreements. A "history" must be written to present the setting from which the station contract evolved. These requirements are met in the following pages of this chapter. Finally, the formation of public policy must receive adequate explanation. This is the function of the second chapter.

In regard to policy formulation, it was soon discovered that the Water Department of the central city had been engaged for years in intergovernmental contracting to provide water and sewerage services. Upon closer examination, it was revealed that the activity of the Water Department over the years since the inception of the first local water agreement actually constituted the basis of policy formulation in intergovernmental relations. Furthermore, the establishment of the contract under analysis would have been improbable if not impossible without the basis of cooperation so carefully laid by the Water Department.

As the chapters unfold, attention is focused on "extra-legal," or at least circumstantial, forces that brought about the eventual cooperative agreement. These include a demand for more fire protection in both Euless and Fort Worth, the effect of the Municipal Annexation Act of 1963,

and the increasing cost of fire insurance. Following this analysis, the paper presents the negotiation of the contract, which is the purpose of the fourth chapter.

The negotiations of the contract and the operational procedures proposed for the new facility are subjected to an intensive analysis. The participants in the negotiations are placed in a perspective that reveals the actual power centers, the sources of greatest influence at the bargaining table. At this point, the provisions of the contract are presented and discussed.

Some conclusions and projections about possible problems and current solutions to present problems conclude the thesis.

Scope of the Problem

To discuss adequately the problems of governing metropolitan America is an extremely difficult task. By and large, however, the problems of metropolitan areas tend to be similar. They are, for instance, characterized by a proliferation of local units of government: municipalities, counties, and special districts.³ The metropolitan region found in Tarrant County, Texas, is no exception.

In the Fort Worth region there are thirty-three independent municipalities governing a metropolitan population of

³Robert H. Connery and Richard H. Leach, The Federal Government and Metropolitan Areas (Cambridge, 1960), p. 197.

about 538,000 people.⁴ According to Graves, the immediate problem facing most metropolitan areas--due to the proliferation of governments--is one of inefficient services.⁵ However, there are others. Jerry L. Brownlee, Fort Worth City Manager, has cited the lack of adequate revenue sources as one of the major problems of all large cities, and one which contributes to the other problems of metropolitan areas.⁶

The constant demand for the larger cities to provide more and better services often does not include suggestions for added tax revenue. This fact, coupled with the concept of the "doughnut city," often places severe burdens of financial administration on the officials of the larger cities. The "doughnut city" is a phenomenon of the newer metropolitan areas. Fort Worth is two cities, according to Brownlee: the older core city and the newer city that is spread out around the central district. The newer city provides a tax base upon which services can be performed for both the new and the old areas of the municipality.⁷ In short, because of the

⁴United States Bureau of the Census, 1962 Census of Governments (Washington, 1962), VII, 70.

⁵W. Brooke Graves, American Intergovernmental Relations (New York, 1964), p. 738.

⁶J. L. Brownlee, "Fort Worth City Management," a speech presented to the North Texas Chapter of the American Society for Public Administration, Fort Worth, Texas, March 20, 1965.

⁷Ibid.

depreciation of property values in the older parts of the city, Fort Worth has a constant demand for increased revenue sources.

A reallocation of revenue can be an effective remedy. Part of the overload could be eliminated on the periphery of the city by cooperative planning with area municipalities to omit unnecessary services in some areas and by interlocal contracting to provide municipal services across the corporate boundaries of the many autonomous governments that dot Tarrant County. In this manner, funds that are now used providing dual or overlapping services in some areas could be released for use elsewhere.

The smaller municipalities in the region do not escape the problems of financial burdens and adequate services. Almost all of the incorporated areas in Tarrant County are younger than the central city.⁸ Those to the northeast of Fort Worth and many to the northwest developed during and following World War II.⁹ These communities are called "bedroom" communities because they do not include in their municipalities any significant industry or commercial developments.¹⁰ Instead, they are economically integrated with the central city. Residents of these areas work in industry

⁸Ibid.

⁹Interview with Lee Cowell, city manager, Office of the City Manager, Euless, Texas, March 26, 1965.

¹⁰Ibid.

and commercial areas which are on the tax roles of the central city, and the residents are dependent upon the larger community for outside-the-home entertainment.¹¹ Case after case has indicated that the reason the municipalities were incorporated in the first place was to avoid annexation by the central city, and, in turn, to avoid the larger tax assessment necessary to operate the larger city government.¹² In the case in point, the suburb of Euless has substantially the same problems of providing municipal services as do other area suburban communities. Although officials of the smaller city deny that Euless was incorporated to escape Fort Worth annexation,¹³ this is a doubtful proposition, particularly since the Fort Worth-Euless corporate boundaries join. In fact, the city lacks an adequate tax base because of the absence of substantial commercial development.

These financial problems affecting both the larger and smaller cities intensify the problem of inefficiency in Tarrant County, as well as in other metropolitan areas across the country.¹⁴

¹¹Many of the people interviewed discussed the integration of suburban people with the central city, both socially and economically.

¹²Interview with Denton, March 5, 1965.

¹³Interview with Cowell, March 26, 1965, and supported by an interview with Jack Hauger, fire chief, Office of the Fire Chief, Euless, Texas, March 26, 1965.

¹⁴Graves, American Intergovernmental Relations, pp. 742-756.

The problem of providing efficient services is acute:

But today the smaller units of government simply cannot employ on a full time, salaried basis the personnel, and purchase and efficiently utilize the costly plant and equipment required for many modern governmental services. Nor are they in a position adequately to serve the needs of their citizens.¹⁵

The many problems stemming from inefficiency and a lack of adequate revenue are varied. They include the problems of providing adequate sewerage services, library services, water supplies, police and fire protection, and of insuring the free flow of traffic, to list only a few.

Of course, the intensity of these problems varies from region to region, and there are many approaches used to help combat their effects. W. Brooke Graves presents an excellent summary of selected activities on a state by state basis.¹⁶ The summary includes those areas that are attempting to solve their individual and yet somewhat common problems.

By and large, with such notable exceptions as Dade County, Florida, and Davidson County, Tennessee, most interlocal cooperation is performed by some form of the contract mechanism. In Pennsylvania, for example, J. J. Carrell reports that the interlocal contract is the device most frequently used in integrating the governments of metropolitan Philadelphia. Further, he considers it highly

¹⁵Ibid., p. 738.

¹⁶Ibid., pp. 742-749.

promising.¹⁷ Minnesota and New York have cities with similar agreements.¹⁸

The contract mechanism is a flexible instrument of intergovernmental cooperation. This is true because of the structure of the instrument. Generally, the contract is between two parties, or in this case, municipalities. The contract--using proper legal jargon--specifies the obligations to which each party agrees. Further, there is usually a time limit set for the operation of the contract and often a date for renegotiation.

The device is extremely flexible. The obligations by which the parties abide are dictated by the particular situation and mutual understanding. Of course, there is an area of mutual understanding before the contract is negotiated. The process of negotiation irons out remaining areas of dispute.

Fort Worth's contracts are written exactly as a solemn agreement between two citizens would be written.¹⁹ Because a city under Texas law is a separate legal entity, the name

¹⁷J. J. Carrell, "Inter-Jurisdictional Agreements as an Integrating Device in Metropolitan Philadelphia," an unpublished doctoral dissertation, University of Pennsylvania (Philadelphia, 1953), cited in Graves, American Intergovernmental Relations, p. 746.

¹⁸Graves, American Intergovernmental Relations, pp. 743-744.

¹⁹Interview with S. G. Johndroe, Jr., city attorney, Office of the City Attorney, Fort Worth, Texas, July 2, 1965.

of a city can replace the name of an individual in inter-municipal contractual agreements.²⁰

There are many additional advantages to the contract mechanism. One, obviously, is that it can utilize the existing forms of local government.

Shattering of our existing pattern of local government in metropolitan areas and remolding in some 'ideal' pattern is politically infeasible, and perhaps undesirable and unnecessary. Much can be done within the present framework if bold use is made of such tools of intergovernmental relations as interlocal contracting, standards for new incorporations, reasonable annexation laws, and responsible area-wide services.²¹

"Responsible area-wide services" could include the use of the area-wide special district. Texas has a sizable number of special districts, of which few are area-wide. Thrombley, reporting in 1959, listed 829 special districts operating in Texas.²² The question is have they helped or hindered in meeting the problems of metropolitan areas.

In order to answer adequately this question, one must limit the discussion of special districts to a particular metropolitan area. In short, the use of the special district

²⁰The Charter of the City of Fort Worth, Texas, rev. May 20, 1959 (Fort Worth, 1959), p. 2.

²¹Norman Beckman, "A Review of Services--Area-Wide or Local," an unpublished paper presented to the Annual Conference of the American Municipal Association, Houston, Texas, August 10, 1963.

²²Woodworth G. Thrombley, Special Districts and Authorities in Texas (Austin, 1959), p. 3.

may be helpful or it may be harmful. Obviously, the special district contributes to the proliferation of governments in the metropolitan region. However, responsible use of the special district may contribute to solving the problem of diversification of a particular service. For example, the Tarrant County Water Control and Improvement District Number One is charged with providing an adequate water supply to the entire metropolitan area until the year 2010 and with providing area-wide, long-range, sewage disposal programs.²³ This type of intelligent use of the special district--as is more thoroughly presented in Chapter 2--results in a cooperative effort by area municipalities and other governmental units.

Although the contract mechanism appears to be the most successful instrument of intergovernmental cooperation, its use does not preclude the use of other devices.

Fort Worth's Approach to Metropolitan Problems

The City of Fort Worth prefers the contract device as a means of intergovernmental cooperation. In fact, the City has an established policy, adopted by the City Council on September 30, 1963, encouraging intergovernmental cooperation

²³Interview with Ben Hickey, general manager, Tarrant County Water Control and Improvement District Number One, Office of the General Manager, Fort Worth, April 30, 1965.

on a contract basis.²⁴ The City has several working agreements with other communities in the county, the County, and special districts. Following is a brief survey of inter-governmental activity in which the City of Fort Worth is engaged.

Service Cooperation with Other Municipalities

In addition to its regular policy encouraging inter-governmental cooperation, the City has formulated two policies on the availability of water and sewerage services to customers outside the corporate limits of the City. The water service policy was adopted in August, 1960; the sewerage policy in October, 1963.²⁵

Water and sewer services.--Even prior to the establishment of an official policy, the central city was actively engaged in providing water and sewerage services to outlying communities. In water service, the City had four water contracts approved before the first Water Department policy was adopted. There have been eight contracts signed since August, 1960. In regard to the more recent sewerage policy,

²⁴City Council of the City of Fort Worth, Minutes of the City Council, Office of the City Secretary, Fort Worth, Texas, September 30, 1963, p. 474.

²⁵Interview with Philip W. Holley, administrative analyst, Fort Worth Water Department, Office of the Director of the Water Department, Fort Worth, Texas, February 1, 1965. See also, Minutes of the City Council, August 27, 1960, p. 436, and October 21, 1963, pp. 497-502.

there have been only two contracts signed since October, 1963. However, prior to the establishment of a public policy statement there were twelve successful agreements entered into. As mentioned, the development of public policy is presented in Chapter 2 in which the areas of activity of the Water Department are carefully developed.

Fire and police services.--The City maintains many informal mutual aid agreements with other communities.²⁶ The Fort Worth Fire Department has a mutual agreement with the Tarrant County Fire-Fighters' Association. All professional and volunteer departments in the County--with the exception of Fort Worth's--have personnel who are members of the county-wide organization. These informal agreements allow any municipal fire chief to request assistance from the central city in combating a particular blaze, and vice versa.

The working arrangement in police protection is basically the same. Area police chiefs can request help from the police chief of the City of Fort Worth. Nevertheless, both fire and police agreements preclude the answering of calls from citizens of other municipalities.²⁷ Of course, area police departments cooperate with each other and with

²⁶Interview with William Gordon, administrative analyst, Office of the City Manager, Fort Worth, Texas, May 15, 1965.

²⁷Interview with Denton, March 5, 1965.

the state police in the apprehension of suspects traveling through the county.²⁸

In addition to these "line" functions, the City cooperates with the smaller communities in other areas of police activity. The dog pound is made available to other communities on a fee basis.²⁹ This is also true of the radio repair service maintained by the Public Works Department of the larger city.³⁰ Since rapid communication is essential to the protection of life and property, the radio repair service is provided on a twenty-four hour basis.³¹

In February, 1964, the central city signed a contract with the City of Everman.³² Everman is a small municipality located on the southeast side of Fort Worth. The contract serves a dual purpose. It provides that Everman will make available sewerage services to communities in areas most feasibly served by that city but actually inside the city limits of Fort Worth. It also provides that the corporate limits separating the municipalities are to be relocated.³³

Everman agreed to accept, treat, and dispose of sewage that originated in Fort Worth, using the existing Everman plant. Further, and this is an example of the flexibility

²⁸Ibid.

²⁹Interview with Gordon, May 15, 1965.

³⁰Ibid.

³¹Ibid.

³²Interview with Jerry L. Brownlee, city manager, Office of the City Manager, Fort Worth, Texas, January 28, 1965.

³³Ibid.

of the contract mechanism, Everman agreed to make no enlargements of its sewage treatment plant and to discontinue that facility when the number of connections to the Everman collector system is about 1200, or double the then present number. At that time, Everman agreed to divert its total sewage to the Fort Worth collection system for treatment in Fort Worth plants. The Everman sewage will then be treated on a fee basis that is in accordance with existing sewerage contracts. Everman also agreed to provide water to those same customers in those communities inside the corporate limits of Fort Worth.³⁴

Fort Worth agreed to negotiate a contract for the sale of water and sewerage services with the City of Everman at the time when Everman can no longer provide adequate services for that part of the metropolitan area.³⁵

Furthermore, the contract was not subject to enforcement until both communities had released certain land held in their respective city limits to the other city.³⁶ The change involved had been agreed to by representatives of both cities and was believed to be desirable. The boundaries dividing the two cities were illogically located primarily because of the evolution of the cities' sizes from one annexation to another. The suggested changes in land holdings

³⁴City Secretary Contract Number 5103, Fort Worth, Texas, April 13, 1964.

³⁵Ibid.

³⁶Ibid.

were approved by the city councils of both cities, as recommended by their representatives.³⁷

The Everman contract deserves special attention because, although it is entirely different from the contract with Euless for the bi-city fire station, it is potentially as important. It represents a definite "step forward" in inter-governmental relations in Tarrant County.³⁸ It also serves as a precedent--particularly in the relocation of corporate boundaries--for future contracts with other area cities.³⁹

Cooperation with the County

The City maintains cordial relations with the County government. In fact, many projects are informally supported by officials of both units of local government, and representatives from both meet often on an informal basis.⁴⁰ However, there are some areas of formal cooperation.

Library service.--The City annually enters into an agreement with the County to provide library service to residents of area communities.⁴¹ This service is provided by issuing regular library cards to these citizens and by the bookmobile service. There has recently been some controversy between the two governments over the rate

³⁷Interview with Denton, March 5, 1965.

³⁸Interview with Brownlee, January 28, 1965.

³⁹Ibid.

⁴⁰Interview with Gordon, May 15, 1965.

⁴¹Ibid.

charged the County for the benefits of these services. The City charges an annual fee that is subject to revision at the end of each year when the contract is renegotiated.⁴²

Civil defense.--The City Manager is designated by the national government as Civil Defense Director in the case of a national emergency.⁴³ To date, the Manager's role as Civil Defense Director has not affected his daily activities. However, in the area of civil defense, both the County and the City governments contribute to the support of the civil defense program in Tarrant County.⁴⁴ This support is not provided on a contract basis.

Public health.--The City of Fort Worth maintains the Adult Clinic, a clinic for the treatment of venereal disease, and the Public Health Center.⁴⁵ The County government contributes one-third of the cost of operating the Adult Clinic and one-third of the maintenance expense of the Public Health Center. In return, Tarrant County residents may avail themselves of these services.

Cooperation with Special Districts

Independent School districts.--Although there are many independent school districts in Tarrant County, the Fort

⁴² City Secretary Contract Number 4967, Fort Worth, Texas, January 11, 1965.

⁴³ Interview with Denton, March 5, 1965.

⁴⁴ Interview with Gordon, May 15, 1965.

⁴⁵ Ibid.

Worth Independent School District is the one of singular importance. The City attempts to cooperate with the District by informally coordinating the dates for bond issues.⁴⁶ Further, the City collects the taxes levied by the School District.⁴⁷ For this service, the City is paid a fee.

Water districts.--Although there are four water control and improvement districts in the Fort Worth region, the City is cooperating with only one of these. In the 1960's, the City, in a negotiated contract, agreed to buy all its raw water from the Tarrant County Water Control and Improvement District Number One.⁴⁸ In return, the City turned over its own raw water source, Lake Worth, to the operation of the Water District.

Today, there is an atmosphere of harmony in inter-governmental relations in the Fort Worth metropolitan region. The number of cooperative agreements is testimony to the willingness of area municipalities to cooperate. However, the spirit of cooperation has not always been prevalent. In fact, for a period of twenty years--from about the beginning of World War II until very recently--the relationship of the officials of Fort Worth with those of the surrounding suburbia was the antithesis of harmony.⁴⁹

⁴⁶ Ibid.

⁴⁷ Ibid.

⁴⁸ Interview with Hickey, April 30, 1965.

⁴⁹ The area around Fort Worth developed because of aircraft industries that came to the region in the early 1940's.

Isolation to Cooperation

L. P. Cookingham came to Fort Worth as City Manager on June 13, 1959.⁵⁰ Cookingham was the first "professional" manager ever to serve the state's fourth largest city. He came to Fort Worth as an experienced manager, having served as a public administrator in several Michigan communities and in Kansas City.⁵¹ He brought with him methods that were new--to say the least--to the citizens of Fort Worth and Fort Worth municipal employees. The problems that challenged Cookingham when he arrived were far from having easy solutions.

Cookingham was faced with internal and external problems. Inheriting the office from a weak manager, Cookingham had personnel problems, problems in intergovernmental relations, and efficiency problems both internally and externally that stemmed from poor organization and a lack of adequate planning. J. Frank Davis was Cookingham's immediate predecessor. It was Davis's administration to which Newell referred when she concluded:

Cookingham . . . may be able to lead the city to develop its vast potential once he can resolve the internal municipal problems, most of which were inherited from a preceding weak administration.⁵²

She could have included external problems also.

⁵⁰Charldean Newell, "Municipal Publications and Reports As an Aspect of the City Manager's Public Relations in Fort Worth, Texas," an unpublished master's thesis, North Texas State University, Denton, Texas, 1962, p. 8.

⁵¹Ibid.

⁵²Ibid., p. 108.

The central city's relationship with its neighboring communities actually was at an all-time low in the late 1950's. Part of the reason that area community relationships were antagonistic was the administration of W. O. Jones, former Fort Worth City Manager.

Jones served Fort Worth as City Manager from 1947 until 1956.⁵³ (He quit to build the Dallas-Fort Worth Turnpike.) During his tenure as manager, Jones admittedly did not favor the incorporation of settled areas in Tarrant County. He tried to annex all inhabited areas. Jones's attitude toward intergovernmental relations was one bordering on idealism. He considered the only possible solution to metropolitan area problems to be the expansion of the core city until it included the entire County. He recommended a constitutional amendment that would eliminate the requirement of County government, arguing that such an amendment would pave the way for municipal annexation (by the central city) of all incorporated areas in the County.⁵⁴

Obviously, the political opposition to such a program would render its success impossible, at least within the foreseeable future. Jones was quite bitter. This attitude toward the suburbia, his unwillingness to cooperate except

⁵³Jones is a civil engineer. He was promoted to the manager's office from the Department of Public Works. Interview with W. O. Jones, consultant civil engineer, Fort Worth, Texas, June 30, 1965.

⁵⁴Ibid.

in a few selected emergencies, his desire to incorporate all inhabited areas in the County, and his attack on "anything less than consolidation" as an unworkable compromise, were factors that unquestionably led to the open antagonism that prevailed between area communities.

The issues that separated the core city from the exurbia involved the well-known metropolitan area disputes. The central city accused the various suburbia of incorporating only to avoid the greater tax rate of the central city. In return, the suburbs charged that without the labor supply provided by suburban communities the big city industry would be forced to move. The arguments went on. The smaller communities charged that the core city was attempting to dominate them, to absorb them, or to destroy them.⁵⁵ The accuracy of these arguments is irrelevant. What is important is that they were arguments and accusations issued by both sides as recently as five or six years ago. Fortunately, they are seldom heard today.

As in all matters involving community attitudes, changes that occur do so for a variety of reasons. Not all of the reasons are ever identifiable. However, there was a series of events that did, at least, contribute to the alteration of the core city's attitude toward interlocal cooperation.

⁵⁵These arguments were noted by many people connected with area municipal governments, including Denton, Holley, and Cowell.

One of the less notable events that did affect the development of interlocal cooperation occurred through the activities of service clubs in the area. The Lions Club, the Elks, Rotarians, Junior Chambers of Commerce, and other "civic" minded organizations exposed members of different communities to each other through cooperative programs and conventions.⁵⁶ The effect of these activities was immeasurable, but at least many of the people living in neighboring areas had some common allegiances. The basic advantage to these arrangements was that the same people who belonged to these organizations were often the people with a better-than-average interest in municipal affairs and in the development of their respective communities.⁵⁷

Secondly, there were beginning to emerge immediate and serious problems that were obviously common to the entire metropolitan area. These problems centered around the shortage of water and an inadequate method of disposing of area-wide sewage. Perhaps the evolution of common problems, more than any other factor, resulted in the eventual atmosphere of cooperation that permeates the metropolitan area today.

⁵⁶Interview with J. H. Chowning, division manager, Southwestern Bell Telephone Company, Fort Worth, Texas, May 9, 1965. Chowning was President of the Fort Worth Chamber of Commerce during the 1961-1962 calendar year. In that capacity he was familiar with the activities of the various service clubs in the area.

⁵⁷Ibid.

Cookingham's arrival in Fort Worth was the third event important to the changing community attitude. When Cookingham came, he recognized the attitude of uncooperativeness as undesirable and began to initiate substantial changes. Of the several innovations Cookingham formulated, not the least important was the creation of the Department of Research and Budget.

With an abiding belief that the best administrator is an informed administrator, Cookingham assigned the task of directing the Department to J. L. Brownlee, who was later to become Cookingham's successor.⁵⁸ Brownlee, a Phi Beta Kappa graduate of the University of Kansas, was well schooled in research techniques and had been an important part of Cookingham's task force in the Kansas City office.

The success of the Department under Brownlee's gentle demand-for-perfection guidance was notable. In the first place, the function of the Department was to act as an arm of the City Manager. The Department provided the manager with continual information--both technical and general--about the operation of the City's government.⁵⁹ Often, these reports to the manager were accompanied by precise recommendations for the manager's and the City Council's consideration.⁶⁰ There is no question but that the activity

⁵⁸Interview with Denton, March 5, 1965.

⁵⁹Ibid.

⁶⁰Interview with Gordon, May 15, 1965.

of Research and Budget played an integral role in discovering inadequacies and inconsistencies in municipal policies both internally and in interlocal relations. As Brownlee himself remarked after becoming City Manager, "Eventually, they [city employees] began to realize that the boys in 'Research' were not spies, but could be of valuable assistance."⁶¹

In short, the nebulous combination of events that led to the changing community attitude--particularly on the part of Fort Worth officials--toward area communities eventually made possible a rather broad effort in inter-governmental cooperation that contributed directly to the establishment of the bi-city fire station. More specifically, without the careful progress of the Fort Worth Water Department in gradually formulating a policy of cooperativeness in the providing of water and sewer services to other communities, the adoption of a policy by the City Council encouraging intergovernmental cooperation would have been improbable if not impossible. Without that statement of policy, there would have been no basis for the contract that established the bi-city fire station.

⁶¹Brownlee, "Fort Worth City Management," a speech presented to the North Texas Chapter of the American Society for Public Administration, Fort Worth, Texas, March 20, 1965.

CHAPTER II

THE DEVELOPMENT OF PUBLIC POLICY IN INTERGOVERNMENTAL RELATIONS

The emergence of public policy is not a revelation of golden reason, nor as a result of the philosophical reverie of a Philosopher King, removed from the turmoil of everyday life. Public policy is--in many cases--the result of a pragmatic application of workable devices. Public policy develops slowly, moving like a liquid toward the path of least resistance.

At its inception, public policy is usually not public policy at all, but rather a successful solution to some immediate problem. It becomes policy as that solution is applied successfully to succeeding similar problems. As the solution is applied, the shape and nature of policy are formed. Thus, over a span of time, some homogeneous characteristics are identifiable from one instance of problem solving to another. This, of course, is pragmatic policy formulation.

Public policy cannot be adequately considered unless the concept of public interest is also introduced. Although the concept of public interest has long been a perplexity to political theorists, perhaps the most generally accepted

definition is given in the following statement by Emmette Redford:¹

The essence of the public interest is a public need, and this need is intrinsic rather than derived. The public interest has an original, primary, and inherent quality. And it may . . . have a central position in policy deliberations.²

In the development of public policy in the case under analysis, this definition of the public interest appears to be supported.

Activity in the Fort Worth Water Department over the span of years from 1938 until 1963 laid the basis for a formal policy statement encouraging intergovernmental relations. This policy statement was written and submitted to the City Council for consideration by Councilman Scranton Jones. These events, coupled with the arrival of Cookingham in Fort Worth in the summer of 1959, are the central controlling factors in the development of public policy.

The Water Department of the City of Fort Worth: Pragmatic
Administrative Policy Formulation

The Water Department of the City of Fort Worth is charged with providing both water and sewage disposal services to the

¹Redford lists Rousseau, Locke and Hobbes, Lippmann, Herring, Dewey, Appleby, Macmahon, and Truman, among others, as theorists who searched for the definition of the public interest. Emmette S. Redford, "The Never-Ending Search for the Public Interest," Ideal and Practice in Public Administration (University, 1958), pp. 107-137.

²Ibid., p. 112.

citizens of the City.³ The activity of the Water Department in intergovernmental relations is in providing outlying communities with these services.

Water Service

In providing water service for the City of Fort Worth, the Water Department has traditionally maintained lakes in the area for raw water sources. This was prior to 1960.⁴ In 1960, the City of Fort Worth turned over Lake Worth to the Tarrant County Water Control and Improvement District Number One, a special district government. The agreement was made a part of a contract that went into effect in March of that year.

The Tarrant County Water Control and Improvement District Number One.--This Water District is the oldest in Tarrant County, established by the voters of the county on October 7, 1924.⁵ The District was established as the Tarrant County Water Improvement District. The name was changed in 1925 to include "water control and improvement" as a result of enabling legislation passed in the 39th Legislature.⁶

³Interview with Philip W. Holley, administrative analyst, Office of the Director of the Water Department, Fort Worth, Texas, February 1, 1965.

⁴Ben Hickey and Staff, Your Water Supply Source: A Report to the People (Fort Worth, 1962), p. 10.

⁵Ibid., p. 20.

⁶Ibid.

As a legally constituted taxing authority, the District is charged with providing flood control, water pollution control, water recreation facilities, and an adequate water supply to members within Tarrant County.⁷ Today, the District is serving the cities of Westover Hills, River Oaks, Edgecliff Village, most of Westworth Village, a part of Azle, and all of Fort Worth.⁸

Membership in the District is available to any area in Tarrant County. For an area to be added to the District, a petition must be filed with the Board of Directors "praying that the lands described be added to and become a part of the established district."⁹ The Board passes upon the request, and unless there are significant reasons not to annex the land--such as a lack of water or the inability of the District to serve the land in question--the area becomes a part of the District and is subject to the District's taxing authority. If the area in question is a part of a recent annexation to a city served by the District, the land automatically becomes a part of the District.¹⁰

The taxing power of the District is unlimited. There is no legislative restraint on its ad valorem assessment.¹¹

⁷Ibid., p. 5.

⁸Interview with Ben Hickey, general manager, Tarrant County Water Control and Improvement District Number One, Office of the Manager, Fort Worth, Texas, April 30, 1965.

⁹Vernon's Texas Statutes, 1948, I, 2189 (1948).

¹⁰Interview with Hickey, April 30, 1965. ¹¹Ibid.

However, the tax is levied and collected by the County. The Water District pays the County Tax Collector-Assessor a fee for levying and collecting the District's taxes.¹² This is in accordance with the Texas Civil Statutes, Title 128, Article 7880. The County government assesses taxes according to a twenty-five per cent of assessed value basis. Therefore, the District's taxes are also assessed at this percentage.¹³ Currently, the District's taxes are sixteen cents per one hundred dollars evaluation.

A history of the metropolitan water problem in the Fort Worth area.--The drought of the 1950's brought about increased concern over the future water supply in the county. Fort Worth and River Oaks were the only surface water users in the metropolitan area.¹⁴ All other communities were dependent upon ground water for their water supplies. It was apparent that the water table in the county was decreasing rapidly due to the increased demands of the outlying areas.¹⁵ In October, 1956, the Fort Worth City Council received the results of a study that was undertaken by the engineering firm of Freese and Nichols.¹⁶

¹²Ibid.

¹³Ibid.

¹⁴Interview with Holley, March 8, 1965.

¹⁵Philip W. Holley, "Sanitary Sewer Service and Water Supply for the Fort Worth Metropolitan Area," an unpublished paper presented to the Texas Water and Sewage Works Association Annual Short School, College Station, March 3, 1964.

¹⁶Hickey, Your Water Supply Source, p. 21.

The results of the study were made available to the Water District.

As a result of the study, the City of Fort Worth requested that the Water District accept the responsibility of providing an adequate water supply for the county until the year 2010.¹⁷ Then, in 1960, the City contracted with the District. The contract provided that the City of Fort Worth would turn over the operation of Lake Worth to the Water District.¹⁸ Further, Fort Worth agreed to purchase all of its raw water needs from the District at an established rate of four cents per one thousand gallons.¹⁹ The rate was to be in effect from March, 1960, until the first bonds were sold for the construction of pipe lines from the District's proposed Cedar Creek Reservoir. The reservoir would be constructed immediately, under the terms of the contract, but the pipe lines feeding Tarrant County with raw water would not be started until the West Fork System (Lake Worth, Eagle Mountain Lake, and Lake Bridgeport) dropped to a three year supply based upon the previous twelve months' usage. This means that the contract rate of four cents per one thousand gallons of raw water will remain the same until the current

¹⁷Interview with Hickey, April 30, 1965.

¹⁸Interview with Holley, April 6, 1965.

¹⁹Interview with Hickey, April 30, 1965.

available supply drops to three years.²⁰ When the pipe line bonds are issued, the rate of four cents per thousand gallons will double. This will enable the District to insure the retirement of its bonded indebtedness without raising the ad valorem assessment.²¹

One solution to the metropolitan problem.--Fort Worth agreed to the rate structure when the District promised that it would not sell water to any community in Tarrant County for less than four cents per thousand gallons, and that when the rate doubled, all rates to all raw water customers would double also.²² Fort Worth was preparing to serve the outlying areas in the region with treated water. Obviously, Fort Worth did not want to provide treated water to a community that was a member of the District and had a lower purchase rate of raw water than Fort Worth did with the District. All non-members of the District that are served by the City of Fort Worth pay double the base rate for the raw water, plus a treatment and handling charge that all communities pay. Their rate is doubled because they escape the taxing authority of the District.²³

The City of Fort Worth was willing to negotiate the contract because the District with its unlimited taxing

²⁰Ibid.

²¹Ibid.

²²Ibid.

²³Interview with Holley, April 6, 1965.

power could more easily "float" a bond issue than the central city.²⁴ Further, the central city realized that something had to be done to insure an adequate water supply to the metropolitan area.²⁵

Because the District provides only raw water, treatment facilities must be provided by the communities belonging to the District. This is particularly difficult for the smaller municipalities with a small tax base, and virtually impossible for unincorporated areas in the county. Further, the outlying areas--with the exception of River Oaks--were ground water users. Ground water communities do not maintain treatment facilities because ground water is relatively pure, and is only chlorinated.²⁶

The water supply of the City of Fort Worth was limited only to the amount that City could successfully treat. The City maintains two treatment sites, North Holly and South Holly.²⁷ The combined maximum treatment capacity is 195,000,000 gallons daily (195 MGD). The citizens of the city consume an average of 75,000,000 to 100,000,000 gallons daily, except in the "peak" months of July, August, and September when the average daily consumption is somewhat

²⁴ Interview with Hickey, April 30, 1965.

²⁵ Ibid.

²⁶ Ibid.

²⁷ Interview with Holley, April 6, 1965.

higher. The raw water supply of the District is well above the yearly average requirement.

The West Fork System of the District has a "safe" yield of 56,000,000 gallons daily.²⁸ Safe yield is measured by the productivity of the lakes from their tributaries under the most serious drought conditions. This means that the safe yield is not the average daily productivity of the lakes when there is an average rainfall in any given year. The Cedar Creek Reservoir, now in existence, has a safe yield of 133,000,000 gallons daily.²⁹ There is plenty of water for area communities available at the "Water District's door." The Water District predicts that an approximate 147,000,000 gallons daily will be demanded by 1980.³⁰ With the addition of the Cedar Creek Reservoir, the Water District now commands area lakes with a safe yield of 189,000,000 gallons daily. All current informed opinion indicates that this is a more than adequate supply to meet area demands.

The use of the contract device.--Included in the statements given at the beginning of this chapter was that public policy evolves. Unquestionably, the development of public policy in the area of intergovernmental relations had its first origins in the Fort Worth Water Department.

²⁸Hickey, Your Water Supply Source, p. 21.

²⁹Ibid.

³⁰Ibid.

In 1938, the central city signed a letter of agreement with the officials of the United States Public Health Service Hospital.³¹ The United States government owned a hospital facility that was located within the city limits of the City of Fort Worth. Located on national government land, the hospital was immune from the taxing authority of the local government. Although the hospital maintained a ground water source, the need for additional water was pressing. On August 11, 1938, the City agreed to provide the facility with water service.

The agreement has proved successful. However, at that time, Fort Worth had had no experience in contract servicing. As a result, there was no established length of the agreement, no expiration date, and no date for renegotiation or rate adjustment.

Another successful agreement was entered into by the central city and Westworth Village on February 18, 1953.³² Subsequent contracts were signed in 1955 and 1956.³³

The evolution of public policy is more easily seen at this point. The use of the contract device for the sale of water to outlying areas had taken the form of a

³¹ Interview with Holley, March 16, 1965.

³² Ibid.

³³ See Table I, "Schedule of Water Contract and Agreements," p. 35, for a complete listing of treated water contracts the City of Fort Worth has signed from August 11, 1938 until March 19, 1964.

TABLE I
 SCHEDULE OF WATER CONTRACTS AND AGREEMENTS*

City	Date	Length
USPHSH**	8/11/38	Indefinite
Westworth Village	2/18/53	Indefinite
White Settlement	1955	Indefinite
Arlington	5/15/56	Indefinite
Westover Hills (New Section)	9/7/56	50 Years
Edgecliff Village	4/12/61	30 Years
Forest Hill	6/6/61	Indefinite
Richland Hills	3/29/63	30 Years
Lake Worth Village	6/26/63	Indefinite
Burleson	8/22/63	30 Years
Haltom City	9/16/63	30 Years
Westover Hills (Old Section)	10/7/63	30 Years
North Richland Hills	3/19/64	30 Years

* Source: Fort Worth Water Department.

** United States Public Health Service Hospital.

public policy, regardless of the official position of the City. When it was necessary, the City of Fort Worth would sell water to customers outside the city limits using the contract device to do so.

Eventually, on August 30, 1960, the City Council adopted a policy on the availability of water to outlying areas in the metropolitan region. There had been five agreements signed prior to that date. That statement read:

The City of Fort Worth is ready, willing and able to supply treated surface water to any city in Tarrant County requesting such water. This service will be provided by the City of Fort Worth at no cost, direct or indirect, to the citizens of Fort Worth.

The City can and will move without delay to provide the cities of Tarrant County with an adequate supply of treated water. Haltom City and Benbrook have made formal requests of the City for treated water and the City Manager has been instructed to work with these cities in preparing contracts for the delivery of such water to these communities immediately. The City of Fort Worth is prepared to supply treated water to any other community upon negotiation of mutually satisfactory contracts. These contracts will guarantee each city an adequate long range treated water supply, while protecting all interests of the taxpayers of Fort Worth.³⁴

The Council, in adopting the policy on the sale of water to outlying municipalities, formalized a procedure that had proven successful in the past. This is a classic example of administrative policy formulation. Moreover, it

³⁴"Policy of the City of Fort Worth Pertaining to Availability of Water to Communities Outside Fort Worth," a paper published by the Fort Worth Water Department, Fort Worth, Texas, August 30, 1960.

is pragmatic policy formulation. The same process occurred in the sale of sewerage services.

Sewerage Service

Official Council policy in providing sewerage services to outlying communities is substantially the same as in the sale of water. The sale of sewerage services by interlocal contract is the predominant characteristic:

The City of Fort Worth is ready, willing, and able to furnish sewage transporting and treating facilities to neighboring communities, at a reasonable price which will fully recover the cost of services furnished by the City of Fort Worth. . . . Contracts will be negotiated with suburban communities on an equitable basis, with terms and conditions to each community being determined by the same basic principles. The charge for the use of the Fort Worth sanitary sewerage system shall be based on the complete cost of operation and maintenance, and capital costs of the transporting and treating facilities as computed for the portion of the system utilized by the neighboring community.³⁵

This statement of policy was adopted by the Council on October 21, 1963, and entered into the Council Minutes. As noted above, the adoption of this policy was the formalization of a procedure that had proven successful in the past.

The metropolitan sewage disposal problem in the Fort Worth area.--Area-wide sewage disposal is a difficult

³⁵Minutes of the City Council, October 21, 1963, pp. 497-502.

problem. In the Fort Worth region, sewage is disposed of by disbursement of effluent into a stream or river. The effluent is carried downstream thoroughly diffused. Hence, all cities upstream from other congested areas have a responsibility to downstream populations: to make sure that effluent from the area is not dangerous to lives of people and animals. In short, the upstream cities must insure proper treatment of sewage. The State of Texas, like other states, realizes the necessity of stream pollution control and attempts to regulate the quality of effluent sent downstream.

The problem is area-wide in scope. All cities that dump treated sewage into the Trinity River or tributaries that feed the Trinity have a mutual responsibility. As in the problem of providing an adequate water supply, the outlying communities in the metropolitan region are unable to provide adequate sewage treatment facilities to meet the increasing demands placed on the systems they are now operating.

As the metropolitan region became more and more densely populated, the problem of adequate sewage treatment on an area-wide basis has received more attention:

In 1958, the Fort Worth Chamber of Commerce set up a sub-committee to study water pollution control. In February, 1959, a county-wide citizens' group asked the County Commissioners' Court to begin consideration of a County Wide Sewerage Disposal System. In May, 1959, a general meeting

was held at the Chamber of Commerce offices at which the State Health Department officials reported on pollution of water in Tarrant County by raw sewage. A Joint Steering Committee representing five organizations was formed and later recommended that an Engineering Feasibility Study and Plan be obtained at a cost of \$10,000, which was paid by the municipalities, power and light companies and the County.

This resulted in the plan now being developed at a final long-range total construction cost of \$73 million dollars.³⁶

Under the area-wide plan, each municipality will operate its own collector system. All sewage originating in the Tarrant County area will then be channeled into major trunk lines that will carry the raw sewage to proposed treatment facilities. There are three such facilities being planned; one is complete, the Village Creek Sewage Treatment Plant.³⁷

The advantages of area-wide sewage disposal systems are numerous. Economy is an advantage. As noted, the cost of an adequate treatment facility is almost prohibitive to the small municipality. A limited number of treatment plants will insure a uniform treatment of sewage. The fewer treatment sites provide easier planning in the future. This says nothing of the advantage of escaping the nuisance of odor and the corresponding multifold problem of available plant locations.

³⁶Hickey, Your Water Supply Source, p. 23.

³⁷Interview with Hickey, April 30, 1965.

Of course, Fort Worth's attitude was not one of complete unselfishness. As the core city--the largest city--in the metropolitan area, the responsibility of adequately treated sewage was primarily a Fort Worth problem. Even if the City could adequately treat its own sewage, it could not afford to have the smaller municipalities in the area dumping improperly treated sewage into the same river.³⁸

In the contractual relationship with the other municipalities, Fort Worth is utilizing its extra treatment capacity and is receiving some added revenue. On the other hand, the small municipalities also benefit.

In fact, it is less expensive for the small municipalities to pay for the sewage actually treated than it is to construct an adequate long-range treatment facility.³⁹ According to the statement of policy the Council endorsed, any contract servicing will be compensated according to the quantity of sewage treated. The sewage treated will be metered at the point a municipality's collector pipe intersects a Fort Worth trunk line.⁴⁰

³⁸Interview with Holley, March 11, 1965.

³⁹Ibid. Apparently, this is still true even though the United States Congress has made available Federal aid to cities that need to construct adequate sewage treatment facilities. United States Statutes at Large, LXII, Part I, 1155 (1948).

⁴⁰Minutes of the City Council, October 21, 1965, pp. 497-502.

The problem of metropolitan area water pollution was recognized. The advantages of an area-wide system were known. The communities in the region knew they had the means to correct the situation. What remained was to decide "how" to solve the problem. The answer was the assistance of the central city.

One solution to the metropolitan water pollution problem.--When the City of Fort Worth agreed to provide water service to the United States Public Health Service Hospital in 1938, it also agreed to provide the hospital with sewage disposal service. And, as in water agreements, subsequent contracts were entered into by the City and surrounding municipalities. The initial problem was how to serve the hospital. It was solved with a letter agreement. As important and similar problems arose, the City Council consistently approved the recommendations of the Water Department to utilize the contract mechanism. Slowly, the use of the formal contract replaced the letter agreements. Gradually, some characteristics--for example, standard lengths of contract enforcement, dates for re-negotiation or rate adjustment--began to emerge from one instance of problem-solving to another. Eventually, a uniform policy was adopted in October, 1963.

Because the sale of sewerage services to other cities was similar to selling water services to the Federal hospital,

and because the contract device had been successful in the past, the City Council logically turned to the contract device as an instrument of cooperation. The statement of policy provided that:

Contracts will be negotiated with suburban communities on an equitable basis, with terms and conditions to each community being determined using the same basic principles.⁴¹

The Council had formalized a public policy that had been formed by pragmatic municipal administrators. Obviously, the development of water and sewer contracts was concurrent. Because the Fort Worth Water Department administers both water and sewerage services, the same people were administering the problems of both an adequate water supply and adequate water pollution control.⁴²

Unquestionably, the emergence of common problems among area municipalities contributed to the evolution of the formal decision to cooperate with area municipalities. Some degree of cooperation would have been developed eventually. However, it has been shown that the activity of the Fort Worth Water Department contributed in a major way to the development of the means of cooperation, providing examples of successful intermunicipal cooperation. Besides the positive contributions of the Water Department, two

⁴¹Ibid.

⁴²For a complete list of intermunicipal sewerage agreements, see Table II, "Schedule of Sewerage Contracts and Agreements," p. 43.

TABLE II
 SCHEDULE OF SEWERAGE CONTRACTS AND AGREEMENTS*

City	Date	Length
USPHSH**	8/11/38	Indefinite
Forest Hill School District	1/23/54	Indefinite
Arlington	4/5/55	10 Years
Edgecliff Village	9/19/55	10 Years
Benbrook	11/8/55	10 Years
Sansom Park	2/5/60	36 Years
Lake Worth Village	5/20/60	36 Years
Arlington (Renegotiated)	5/16/61	4 Years
Jenkins Heights	5/31/61	5 Years
River Oaks	9/1/61	35 Years
White Settlement	12/1/61	35 Years
Westworth Village	2/18/63	Indefinite
Westover Hills (Old Section)	10/7/63	35 Years
Forest Hill	1/23/64	35 Years
Hurst	2/1/65	35 Years

*Source: Fort Worth Water Department.

**United States Public Health Service Hospital.

Other events can be isolated as contributing to the process of developing a policy encouraging intermunicipal cooperation: the election and subsequent proposals of Scranton Jones, and the hiring of L. P. Cookingham as City Manager. The effect of the City Manager on the formation of public policy is considered first.

L. P. Cookingham: Executive
Policy Leadership

L. P. Cookingham came to Fort Worth from Kansas City in June, 1959. The problems he faced both internally and externally would have challenged any City Manager. In his approach to these problems, Cookingham introduced to Fort Worth the Department of Research and Budget. He put Jerry L. Brownlee in charge of that department.⁴³ In its probing around City Hall and into City functions, the Department discovered sever inconsistencies in the City's activities in intergovernmental relations.

Of the few municipalities serviced on a contract basis, most were drawing water from Fort Worth only in the peak months of July, August, and September.⁴⁴ The City's unofficial policy was to install meters on a temporary basis for a period of three months. The meters were installed in

⁴³Brownlee, of course, became Cookingham's successor. Under Cookingham and Brownlee, the Department of Research and Budget recommended changes in the Police Department and reorganized the Garbage Disposal Division, among other things.

⁴⁴Interview with Holley, March 11, 1965.

June or July and removed in September or October of every year.⁴⁵ Further, there was little consistency in dealing with separate customers.

In an attempt to remedy these unnecessary maladies, Cookingham worked closely with the Water Department Director, Ralph Hardy, in preparing the policy on the availability of water to area communities. In that policy statement there were included some principles that were to apply equally and consistently to all municipalities contracting with the central city for water services:

The City of Fort Worth is prepared to supply treated water to any other community upon negotiation of mutually satisfactory contracts. . . . The actual price to each municipality will be based on delivery costs relative to the average and peak volumes requested by the various municipalities. . . . In distributing water throughout the county, it is the policy of the City of Fort Worth that municipalities not in the Tarrant County Water Control and Improvement District No. 1 should join the District in order that they might gain the priority benefits of the raw water supply that come through membership in the District. . . . Each user supplied water by the City of Fort Worth will pay a rate sufficient to reimburse the City for water treatment and distribution costs, and will be expected not to resell water to any user at a rate lower than the equivalent Fort Worth charge.⁴⁶

By the time the sewer policy was adopted by the Fort Worth City Council (October 21, 1963), Cookingham was no

⁴⁵Ibid.

⁴⁶"Policy of the City of Fort Worth Pertaining to Availability of Water to Communities Outside Fort Worth," August 30, 1960.

longer City Manager. His former assistant had been elevated to the post. Nevertheless, even though Cookingham was absent, his presence was felt if not seen.

Many of the weaknesses that plagued water contracting also had affected the experience in sewerage service contracting. As a result of Cookingham's and Hardy's efforts, the first long-range sewer contract was signed with the City of Sansom Park on February 5, 1960. The contract was set to expire in thirty-six years. The extended time period of the contract's existence was desirable because it rendered planning an easier task and justified a substantial capital investment.

Brownlee has also been influential in policy formulation. In a "Mayor and Council Communication," Brownlee said:

Because it is believed that enactment of the attached draft policy statement would be beneficial to the citizens of the City of Fort Worth and to the area as a whole, and because it reflects the Council policy of intergovernmental cooperation and prior Council action on sewer contracts, it is recommended that the policy be adopted. It is also recommended that the City Manager be authorized to continue negotiations with neighboring communities seeking sanitary sewer service from the City of Fort Worth in accordance with the standard policy.⁴⁷

However, it must be remembered that the Council adopted this

⁴⁷Jerry L. Brownlee, "Mayor and Council Communication," Number G-549, an unpublished report from the City Manager to the City Council, Fort Worth, Texas, October 14, 1963.

policy on the availability of sewer services on October 21, 1963, after the adoption of the general policy encouraging intergovernmental cooperation on September 30, 1963. Hence, the formal sewer policy did not cause the development of the general decision to cooperate on a contract basis with area communities. If anything, the reverse is true. The statement in the "M & C" does support one contention: Brownlee does favor intergovernmental cooperation. Since he was a student of Cookingham, his approach to municipal problems could logically be expected to have a Cookingham flavor.

After the 1960 adoption by the Council of the policy encouraging the sale of water to outlying communities, the Council approved five additional water contracts prior to the adoption of a general policy encouraging intergovernmental cooperation in September, 1963. In sewer service contracting, the Council had approved seven intermunicipal contracts before the adoption of the general policy dictate and after Cookingham's arrival in Fort Worth. In addition, two other contracts were signed in 1963 (the Everman and Euless agreements), and one water agreement and one sewer agreement were negotiated a year after Cookingham's departure. Thus, in a period of three years, the Council approved the establishment of sixteen intermunicipal contracts, as opposed to a total of eight agreements signed between the years 1953-1956. This is

further testimony to the success Cookingham, and later Brownlee, had in expanding the scope of Fort Worth's cooperative experiences with other municipalities by providing dynamic executive policy leadership.

Cookingham was a catalyst. He arrived in Fort Worth and recognized that certain of the City's policies were inconsistent. When he left, his legacy remained: there had been a profound and lasting change in the city management of the City of Fort Worth. The change was as from night to day, from amateur management to professional management. Cookingham's immediate predecessor had been promoted to the manager's office from the assistant manager's job. That manager, J. Frank Davis, was not trained as a city manager. His only "training" was that which he received as the assistant to City Manager W. O. Jones. Jones, as previously noted, ascended to the manager's job from the Department of Public Works. These men had had long histories of close association with the City of Fort Worth. As a result, many of the old prejudices that Cookingham as a newcomer was able to ignore were very real and important to the former managers. Unquestionably, there is a distinct advantage to a city when it can "import" people into its management. These new people bring with them new ideas, new methods, and new life.⁴⁸

⁴⁸This is Brownlee's argument in defense of the staff of graduate students in the Department of Research and Budget.

Scranton Jones: Official Legislative
Policy Dictation

The last in the series of events that led directly to the establishment of a new policy encouraging inter-governmental cooperation was the election of Scranton Jones to the Fort Worth City Council. With Jones's election, the legislative body of the City of Fort Worth gained an advocate of intergovernmental cooperation.

Jones was elected to the Council in April, 1963. In that election, only one former Councilman was returned to office. That was Bayard Friedman, who was chosen Mayor by that Council via secret ballot. This was a new Council-- a somewhat inexperienced Council--that was willing to approach the City's problems in the best way it knew how. Elected to that Council were Bayard Friedman (Mayor), Willard Barr (Mayor Pro Tempore), Scranton Jones, Doyle Willis,⁴⁹ Marvin Shannon, R. M. "Sharkey" Stovall, R. E. "Bob" Harding, T. Z. Hamm, and Harris Hoover.

After the new Council settled down to business, Jones began to draft a proposal to present to the Council encouraging intergovernmental cooperation. He had long been aware of the need for some type of cooperation in the area, but the problem was presented more vividly to him by the Mayor of another city. During Jones's campaign in 1963, the Mayor

⁴⁹Willis was declared ineligible to hold office in 1964 when he made himself a candidate for the Texas Senate. He was replaced through appointment by Watt Kemble.

of Euless had sent letters to all Councilmen and Council candidates protesting Fort Worth's annexation of certain lands in northeast Tarrant County, but he had received no reply.⁵⁰ His dilemma spurred Jones's interest in improving area cooperation.

As a result of his increasing enthusiasm, Jones went to the annual meeting of the American Municipal Association which was held in Houston in that year, 1963.⁵¹

"While the others went swimming, I went to a seminar held on Saturday morning, August 10."⁵² There he heard a paper presented by Norman Beckman, Assistant Director of the Advisory Commission on Intergovernmental Relations. After hearing that paper, Jones initiated a series of formal inquiries into the method of intergovernmental cooperation in other metropolitan areas. He requested information from officials in Dade County, Florida, and Davidson County, Tennessee; these counties had created a type of "super" government that served the entire metropolitan area.⁵³

During his research activities, Jones came to the conclusion that the City of Philadelphia, Pennsylvania, had many problems similar to those that faced Fort Worth

⁵⁰ Interview with Scranton Jones, Mayor Pro Tempore, Fort Worth, Texas, June 30, 1965.

⁵¹ Ibid.

⁵² Ibid.

⁵³ Ibid.

and had experienced apparent success in utilizing the contract mechanism to implement intermunicipal cooperation.⁵⁴ As a result, the policy eventually adopted by the Fort Worth City Council is very similar to the official policy of the City of Philadelphia.⁵⁵

After Jones was convinced that the policy the City of Fort Worth should adopt was similar to the policy in the Pennsylvania city, he drafted a policy statement.⁵⁶ The next step was to convince the rest of the City Council that then was the time to officially encourage an atmosphere of cooperativeness by adopting a policy encouraging area intergovernmental cooperation.

At a series of pre-Council meetings, Jones introduced his proposal for Council consideration.⁵⁷ In his presentation, Jones carefully outlined the problem, as he saw it, and possible solutions. He concluded with some suggestions for the implementation of the solutions he conceived of as the most desirable.

To begin with, Jones listed several recent events that indicated the "need for coordination among local

⁵⁴Ibid.

⁵⁵Ibid.

⁵⁶Ibid.

⁵⁷Ibid. The pre-Council meeting was a Brownlee innovation. The Council meets at 8:30, one hour prior to the convening of the regular session, every Monday morning to discuss the agenda for that meeting. It is not a closed session since the press and other sources of public information are invited, and a phone is provided.

regional governments."⁵⁸ Among these were included (1) the meeting of the County Steering Committee on April 5, 1963, (2) the increased activity in area cooperation for the development of the Trinity Canal, (3) the resolution of the Council to study the County-sponsored convention center.⁵⁹ Upon these events, Jones based his case for the adoption of some policy encouraging intergovernmental cooperation.

Jones then included a list of reasons that--in his opinion--indicated a need for the adoption of his policy. Included in these reasons were (1) the lack of communication between area governments, (2) public apathy toward regional problems, (3) the proliferation of local governments, (4) the smaller cities' fear of domination by the core city, and (5) the need for extension of services beyond tax boundaries.⁶⁰

In order to correct these maladies, Jones listed several possible solutions. Among these, he included the creation of a voluntary metropolitan "Council of Governments," County-wide municipal government, annexation, and the use of intergovernmental agreements.⁶¹ Jones, obviously, was set to argue in favor of the use of the

⁵⁸Scranton Jones, "Outline of Remarks on Need for Area Coordination," an unpublished paper presented to the Fort Worth City Council, Fort Worth, Texas, September 30, 1963.

⁵⁹Ibid.

⁶⁰Ibid.

⁶¹Ibid.

intergovernmental agreement to facilitate governmental cooperation in the area. In his oral argument, he ruled out county-wide government as politically infeasible, using the Dade County and Davidson County examples as governments that had been established against the greatest political odds, and yet had not proved successful. The Texas Municipal Annexation Act of 1963 outlawed the use of extensive annexation of surrounding unincorporated communities as a possible solution.⁶² Jones then shifted his argument to support the proposals he favored. In the first place, he wanted to use the intermunicipal agreement as an implement of cooperation, and secondly, he suggested that a voluntary metropolitan "Council of Governments" be formed.⁶³

In order to support his proposals, Jones argued that the City had previous experience in intermunicipal contracting and that this had been successful. Further, he argued that previous Council action had encouraged intergovernmental cooperation in providing water and sewer services on the contract basis. In support of the "Council of Governments," Jones pointed out that this voluntary council would give area communities' officials regular occasions for meeting

⁶²General and Special Laws of the State of Texas, 58th Legislature, 447 (1963). The purpose and effect of the Municipal Annexation Act is thoroughly discussed in the next chapter with particular emphasis on its effects in Tarrant County.

⁶³Jones, "Outline of Remarks."

face-to-face in order to discuss area problems and to hammer out possible solutions. It would be a vehicle for the exchange of ideas and a common meeting ground that had not been provided in the past.⁶⁴

In the carefully prepared statement offered to the Council, Jones included recommendations for implementing his proposals. He encouraged the adoption of his policy promoting intergovernmental cooperation. Next, he suggested that the City Manager be authorized to appoint an "Area Development Coordinator" from his staff.⁶⁵

The appointment of an Area Development Coordinator would, Jones believed, provide an officer who could serve as a secretary to any committee or organization that was formed for the purpose of studying possible areas of intergovernmental cooperation, or of examining existing problems that were area-wide in scope. The Coordinator would be a permanent correlating force among these several activities.⁶⁶

Jones was effective in his argument. On the day Jones presented his proposal at the pre-Council session, the Council in the regular session approved the statement of policy as Jones had written it, changing only one word.⁶⁷ There was

⁶⁴Ibid.

⁶⁵Ibid.

⁶⁶Ibid.

⁶⁷For a complete statement of the Council's policy, see the Appendix, p. 140.

some formal Council debate. Councilman Willis objected to the policy adoption, alleging that it would lead to the growth of unnecessary bureaucracy and that this was not in the best interest of the City's citizenry. Councilman Hoover also raised a minor question.⁶⁸ Regardless of the objection, the proposal was overwhelmingly accepted.

Public interest was then focused not on the possibilities of such a broadly sweeping policy statement but on the imminent selection of an Area Development Coordinator:

City Council has taken a step that could be of no minor importance to the future of the Fort Worth metropolitan area. It has approved Councilman Scranton Jones' plan for the appointment of a co-ordinator to work with other governmental agencies in Tarrant County for improved co-operation and co-ordination of activities and plans.⁶⁹

Informed opinion knew that the appointment would go to either Eugene H. Denton or Kenneth Duggins, the City Manager's assistants.⁷⁰ By October 2, 1963, the new Area Development Coordinator had been named. He was Eugene H. Denton.⁷¹

In a statement to the press, Brownlee commented on the appointment of the new Coordinator:

⁶⁸Interview with Jones, June 30, 1965.

⁶⁹Fort Worth Star-Telegram, October 2, 1963.

⁷⁰Jones recommended that the Coordinator be selected from one of the City Manager's two assistants.

⁷¹"Area Development Coordinator Named," a news release from the City Manager's office, Fort Worth, Texas, October 2, 1963.

Brownlee said Denton's assignment is one which recognizes that all municipalities in the county, the government of Tarrant County, and special districts, have common problems and interests which can best be handled by mutual cooperation and effort.⁷²

Brownlee, who was obviously pleased with the Council's action, supported the program by pointing out the advantages to having an Area Development Coordinator:

Brownlee said that designation of an area coordinator may lead to substantial savings to the taxpayers of Fort Worth and surrounding cities, because there are so many local government responsibilities which can be done more economically and effectively by joint action.⁷³

The appointment of Denton as the Area Development Coordinator added to Denton's work load with no increase in pay. One of the primary stipulations of the Council's decision to permit the appointment of the Coordinator was that he was to serve without additional salary.⁷⁴ The Council was careful to make certain that the press was aware of the aspect of the Coordinator's job, probably in order to appease any criticism of bureaucratic growth.

Since part of the task of the Coordinator was to serve as a secretary to any group or committee that was interested in intergovernmental relations in Tarrant County, Denton has performed well. Since the time of the policy statement, Denton has served as secretary to the Port Study Committee,

⁷² Ibid.

⁷³ Ibid.

⁷⁴ Fort Worth Star-Telegram, October 2, 1963.

and as secretary to the temporary committee appointed by the newly formed Council of Governments, the implementation of another of Jones's suggestions.⁷⁵

Conclusions

Policy development in intergovernmental cooperation provided a basis for the Euless contract establishing the bi-city fire station. As Brownlee noted in an "M & C" to the Council recommending the adoption of the Euless contract:

Approval of the proposed agreement between the Cities of Euless and Fort Worth is recommended as a means to reduce costs, provide a higher level of fire service throughout the area, and develop closer bonds of cooperation between the municipalities of Euless and Fort Worth.⁷⁶

It has been shown why the contract device was used in the Euless agreement, and why the Fort Worth City Council was receptive to a contract authorizing the establishment of a bi-city fire station. Further, the evolution of a public decision to begin a new era in metropolitan government in the Fort Worth region--an era that has permitted a bi-city fire station to be established--has been presented.

Of the three events described and analyzed--the emergence and recognition of common area-wide problems, the coming of Cookingham, and the recommendations of

⁷⁵Interview with Jones, June 30, 1965.

⁷⁶Jerry L. Brownlee, "Mayor and Council Communication," Number C-407, an unpublished report from the City Manager to the City Council, Fort Worth, Texas, November 24, 1964.

Scranton Jones--the emergence and recognition of common problems is by far the most important.⁷⁷

Cookingham was an "import." He came to the City with no preconceived idea of the governmental relationships in the Fort Worth area. With the election of a new City Council, the change in the formal approach to intergovernmental cooperation was imminent. Cookingham and Scranton Jones were men with enough vision to foresee the need for substantial adjustments in the City's formal policy. Both men were aware of the advantages that could be gained from intermunicipal cooperation, advantages it would be redundant to repeat here. However, the efforts of the Fort Worth Water Department over the years between 1938 and 1963 provided a foundation for the eventual alteration in public policy. It was this Department that initially began to grasp and contend with the emerging area-wide problems. It was in this Department that the concept of an area-wide need first began to emerge.

In the opening pages of this chapter, it was stated that public policy is directed in its formation by some concept of the public interest, accepting Redford's statement that "the essence of the public interest is a public

⁷⁷A chart presented in Figure 1, page 59, depicts intermunicipal contracts now in existence. The contracts are presented chronologically along a scale of years. Further, the chart graphically portrays the evolution of a public policy presenting the introduction of the three events that were most important in the evolution of that policy.

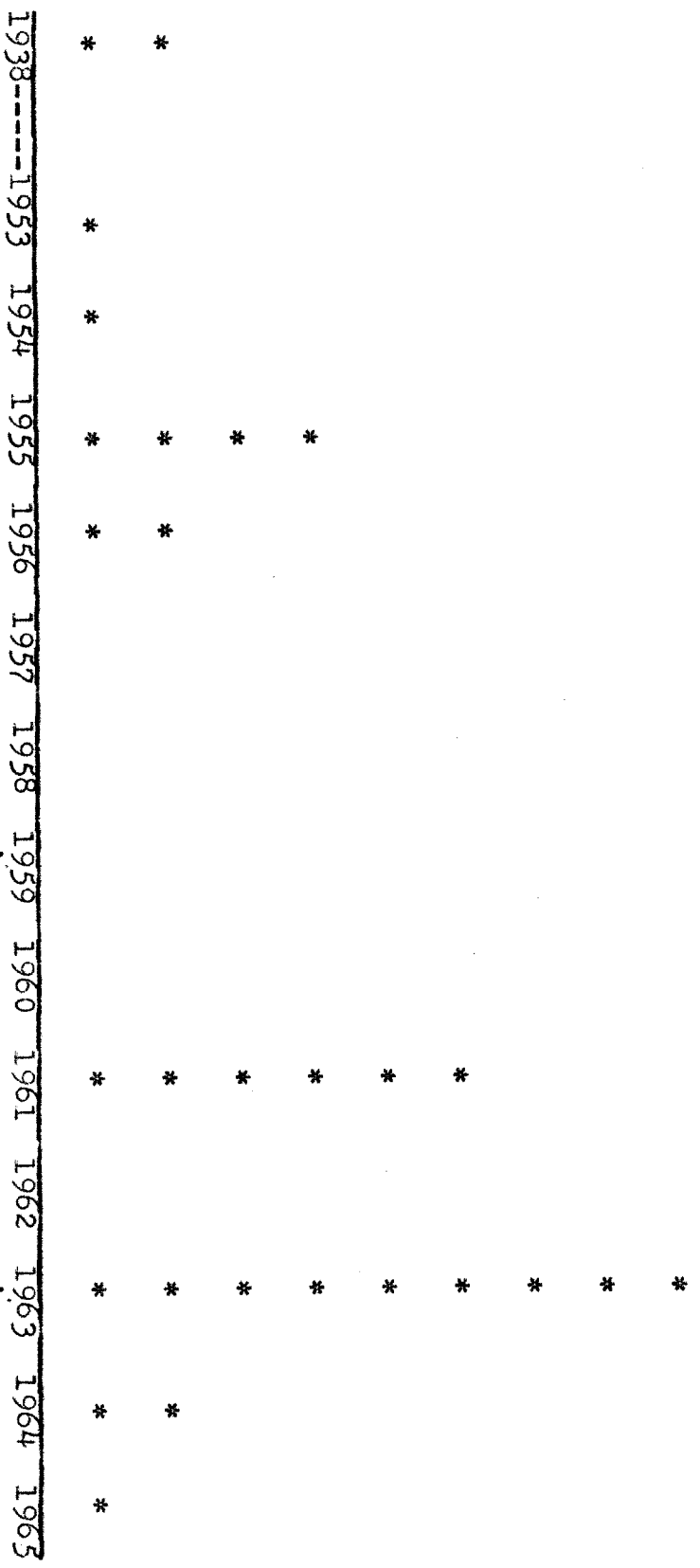


Fig. 1--The chronological distribution of intermunicipal contracts presenting the evolution of public policy.

need." This statement is supported by the Fort Worth experience.

The evolution of public policy encouraging inter-governmental cooperation was driven by emerging concepts of the "public need" that were not isolated to a particular city, but were area-wide in their scope. These public needs have been enumerated as the need for area-wide water distribution, the need for area-wide sewage disposal, and the encompassing need to do something about the waste that stems from the proliferation of municipal governments in Tarrant County. These concepts of the public need are psychological umbilical cords that result in a "feeling" of unity of purpose; a unity that demands that the old traditions of municipal isolationism and imperialism give way to the new atmosphere of harmony between the central city and exurbia. This atmosphere is one that is capable of opening wide vistas of achievement and permitting the governments of the metropolitan area to develop to their fullest capacities in providing improved municipal services.

When Connery and Leach report that although the majority of Americans live in metropolitan areas there is no psychological tie among them, they are mistaken.⁷⁸ There is a common psychological tie. It is the common

⁷⁸Richard H. Connery and Robert H. Leach, The Federal Government and Metropolitan Areas (Cambridge, 1960), p. 196.

bond of need that is rooted in the common problems that confront the citizens of metropolitan areas. What is needed is for the community leadership to foster, to encourage, to fertilize the growth of the recognition of this tie. When the representatives of area governments realize the existence of this common bond, when they recognize that many of their problems are common to all, there will result a transition in public attitudes.

Public policy evolved in the City of Fort Worth. It evolved like a liquid, slowly, seeking the path of least resistance. And it is a classic example of pragmatic administrative policy formulation.

Having presented the permissive factors that gave rise to an increased effort in promoting intergovernmental cooperation, this study turns to an examination of particular events that contributed directly to the establishment of the Eules contract, to an analysis of that contract, and to the negotiations for the contract and the operational procedures proposed for the new station.

CHAPTER III

THE DEVELOPMENT OF COOPERATION BETWEEN THE CITIES OF FORT WORTH AND EULESS

A series of events occurred in the months immediately prior to November 30, 1963, that were relatively unrelated. They were bound together because each contributed directly to the possibility of cooperation between the municipalities of Fort Worth and Euless. The purpose of this chapter is to report and analyze those developments and their effects.

The Municipal Annexation Act of 1963

During the 1963 session of the Texas Legislature, the lawmakers passed into law H.B. 13, "an Act regulating the authority of cities, towns and villages to annex territory."¹ The act was known as the "Municipal Annexation Act." The purpose of the statute was to provide an orderly relationship of municipalities in the annexation of land. "Land-grabbing" by municipalities in Texas had resulted in chaos. Prior to the Municipal Annexation Act, the Legislature had not acted with respect to regulating municipal annexation.²

¹General and Special Laws of the State of Texas, 58th Legislature, 447 (1963). Hereinafter referred to as the Municipal Annexation Act.

²Interview with S. G. Johndroe, Jr., city attorney, Office of the City Attorney, Fort Worth, Texas, July 30, 1965.

The City of Fort Worth had amended its Charter on December 18, 1946, to provide for the annexation by ordinance of territory without the consent of the inhabitants of that territory,³ an activity that was not permitted in the past. In establishing some procedural guarantees for residents outside the City, the amendment required that the Council pass the ordinance twice. After the first passing of the ordinance, the text of the law was published in a daily newspaper at least thirty days prior to the second passing of the ordinance. Upon the second passing of the ordinance, the territory officially became a part of the City of Fort Worth. The effect of the amendment was to "hold" the land for a time in a state of "purgatory." The land was neither a part of the central city nor available for annexation by any other municipalities in the area because annexation proceedings had been started by the City of Fort Worth. There was no limitation on the time the City could hold the land in that nebulous state. This activity--which was rather widespread throughout the Home Rule cities in Texas--is what the Municipal Annexation Act was determined to prohibit.

Extraterritorial Jurisdiction

Perhaps the most important section of the 1963 statute was that establishing "extraterritorial jurisdiction" for

³The Charter of the City of Fort Worth, Texas, rev. May 20, 1959 (Fort Worth, 1959), p. 52.

all cities in Texas. The act attempted to regulate the area immediately available for any given city to annex. In approach, the statute delegated a certain amount of land to be a city's extraterritorial jurisdiction, based on the city's population. Any city having less than 5,000 people was granted an extraterritorial jurisdiction that extended one half mile from that city's city limits, providing, of course, that the land was not a part of another city. Cities with populations of 5,000 to 25,000 were given extraterritorial jurisdictions that extended one mile from their existing city limits. A population of 25,000 to 50,000 earned a city a jurisdiction of two miles. Three and one half mile jurisdictions were granted to cities with populations of 50,000 to 100,000, and those cities with populations in excess of 100,000 were given extraterritorial jurisdictions of five miles.⁴

The lawmakers were attempting to ration the available unincorporated land among municipalities in the state. No city could annex any land that was outside the city's extraterritorial jurisdiction. The lawmakers realized that such jurisdictions would overlap in metropolitan areas. Therefore, the law permitted a city to file suit in a District Court if a mutually agreeable allocation of the available land could

⁴Municipal Annexation Act, pp. 447-448.

not be determined. The District Court would then allocate the land in question.⁵

Some guide lines for the court to follow in such a proceeding were established. The legislators required that the court apportion the land on the basis of the cities' respective populations, with no city receiving less than one tenth of the area involved. Further, no land of less than 160 acres and held under one ownership would be divided between different cities' jurisdictions.⁶

After placing several restraints on municipalities in order to protect the public,⁷ the lawmakers put certain limitations on the process of annexation. As noted, the statute limited the annexations of any city to the land held in the extraterritorial jurisdiction of that city. Continuing, the law read:

A city may annex in any one calendar year only territory equivalent in size to 10 per cent (10%) of the total corporate area of such city as of the first day of that calendar year.⁸

The latter limitation was intended to prevent a city from annexing its total extraterritorial jurisdiction and subsequently pushing its extraterritorial jurisdiction outward

⁵Ibid., p. 448.

⁶Ibid.

⁷Ibid., pp. 448-449. The law protected the general public by declaring extraterritorial jurisdictions to have a tax free status. It also required cities to provide opportunities for public hearings before the annexation of extraterritorial jurisdictions was effected.

⁸Ibid., p. 450.

one half, one, two, three and one half, or five miles, whichever was the case.

The Effect of the Municipal Annexation
Act in Tarrant County

Tarrant County is composed of thirty-three somewhat juxtaposed municipalities, and extraterritorial jurisdictions are obviously overlapping. The map of metropolitan Tarrant County presented in Figure 2 shows Fort Worth's dominance in land holdings in the County. The map also reveals that Fort Worth has extended its city limits in small "ribbons" of land that include smaller municipalities in their boundaries, such as Benbrook and Crowley in southwest Fort Worth. These annexations were completed shortly before the Municipal Annexation Act went into effect.

Officials of the central city knew in early 1963 that the legislature would pass the Municipal Annexation Act.⁹ The officials also knew what the law would mean to existing municipal relations. Fort Worth had held much land under the first reading provisions of the City's Charter. The City was subject to the loss of this land, the possibility of a mutual allocation, or even civil court proceedings to divide the unincorporated area in the County. With this in mind, the Fort Worth City Council began a series of annexations before the law went into effect. On February 18,

⁹Interview with Scranton Jones, Mayor Pro Tempore, Fort Worth, Texas, June 30, 1965.

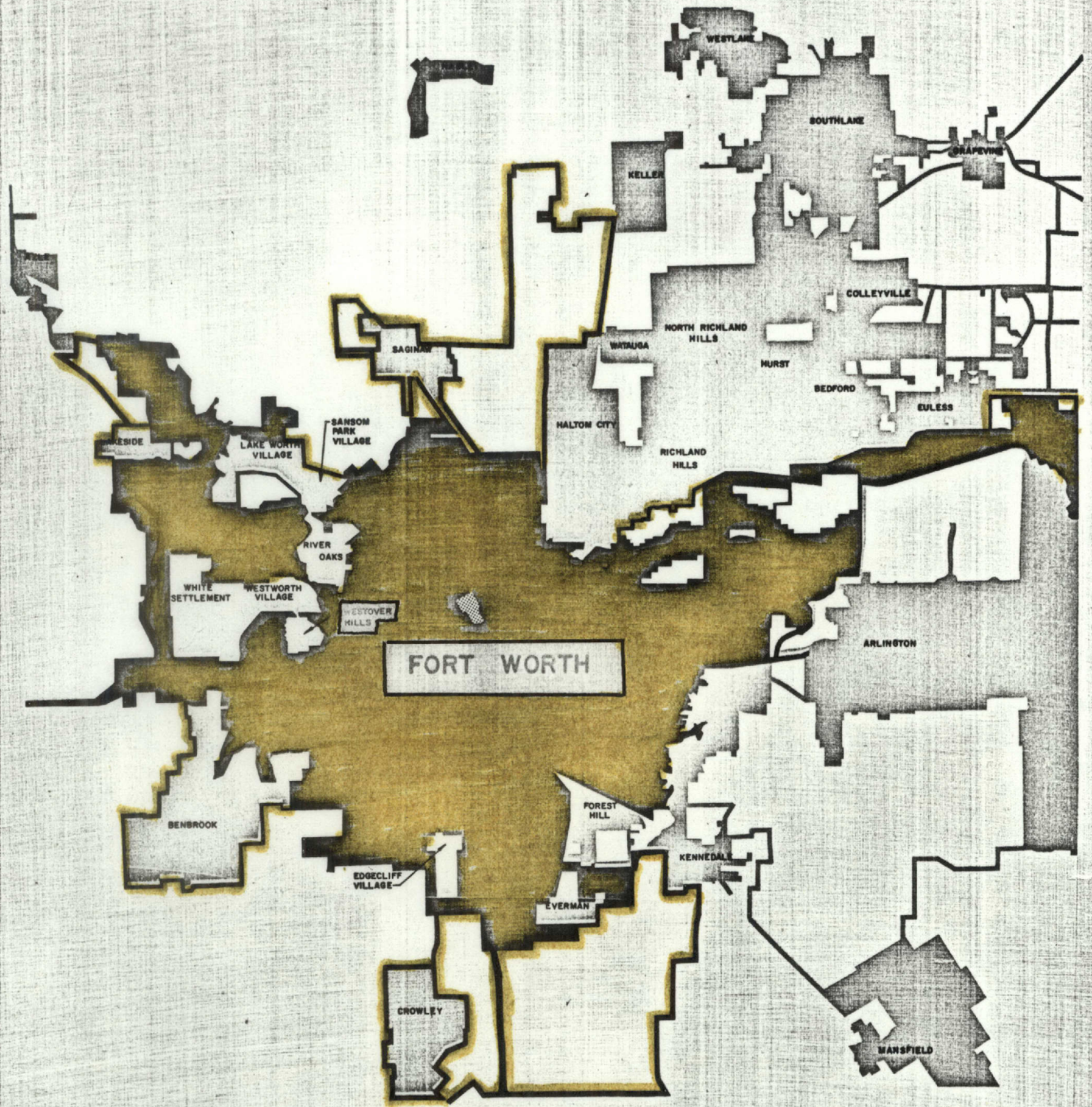


Fig. 2--Metropolitan Tarrant County

March 4 and 18, April 1, June 3, and July 15, 1963, the Council annexed fifty-two separate strips of land. These annexations--when viewed in their overall effect--inhibited the growth of most other municipalities in the county.¹⁰ As shown by Figure 2, the cities of Benbrook, White Settlement, Westover Hills, Westworth Village, River Oaks, Lakeworth Village, Lakeside, Saginaw, Haltom City, Richland Hills, Hurst, Bedford, Forest Hill, Kennedale, Everman, and Crowley were prevented from growth by being surrounded by the central city or because of juxtaposition to two or more other municipalities. These annexations were completed by July 15, 1963, only slightly more than a month before the effective date of the Municipal Annexation Act.¹¹

Included in the land that the Council annexed were two areas on the northeast side of the city. These areas were designated as annexations numbered 170 and 171 for purposes of identification by the City Planning Department. Included within area number 171 was the Bell Helicopter Company. The Bell facility was not subject to annexation by any other municipality, even though it was across the

¹⁰History of Annexation, map, City of Fort Worth Planning Department, Fort Worth, Texas, 1964.

¹¹The act became effective "90 days after May 24, date of adjournment." This meant that the act was effective on August 23, 1963. The last day of Fort Worth's annexation activities was July 15, 1963.

highway (State Highway 183) from the City of Hurst. Figure 3, showing the annexation of the land including the Bell facility, shows that a strip of land along the highway was annexed by the City of Fort Worth on July 22, 1948. This land was an umbilical cord that connected the major part of the City to the Southwest International Airport, which was annexed on the same day.¹² Hence, since 1948, the area within which the Bell plant was located had been "protected" from annexation by any other city.

On March 18, 1963, the City of Fort Worth annexed the land in both area number 170 and area number 171.¹³ The Bell plant had an assessed evaluation of \$5,299,985.¹⁴ Since Fort Worth assessed its ad valorem tax on a fifty-five per cent of assessed value basis, the taxable value of the Bell property was \$3,063,250. This means that the taxes paid by Bell to the City of Fort Worth for the 1964 fiscal year were \$52,687.90.¹⁵ These figures do not include the tax income derived from other commercial establishments in the annexed areas.

The effect of the Municipal Annexation Act was to force the City of Fort Worth to "protect" its growth areas

¹²History of Annexation, map.

¹³Minutes of the City Council, Office of the City Secretary, Fort Worth, Texas, March 18, 1963, pp. 112-113.

¹⁴Interview with W. T. Sheppard, Fort Worth Tax Department, Fort Worth, Texas, July 19, 1965.

¹⁵Ibid.

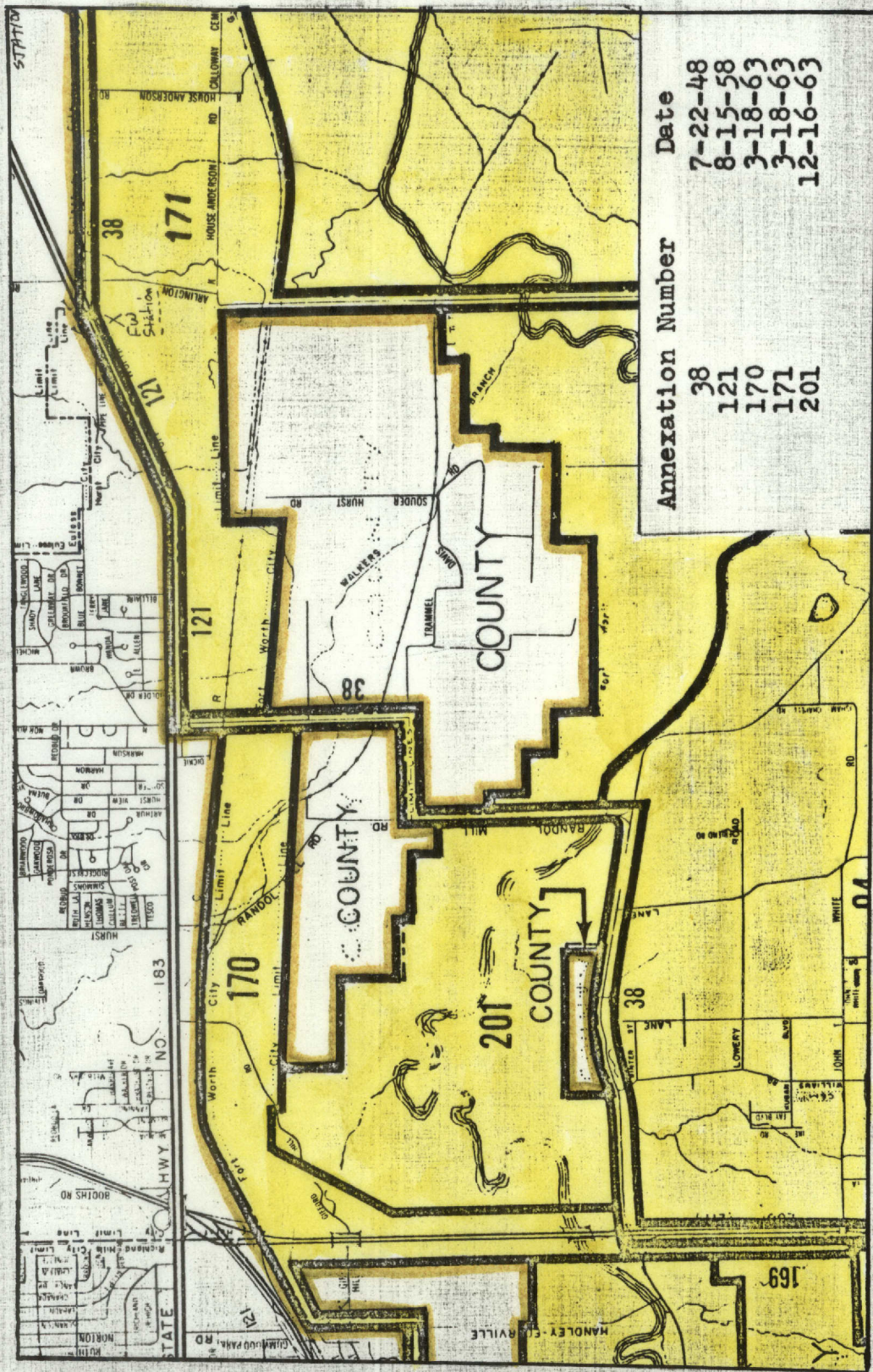


Fig. 3--A history of annexation in northeast Fort Worth

by annexing these "ribbons" of land that surround other municipalities in the area. As a by-product, the Annexation Act increased the City's land holdings on the northeast side of Fort Worth to the extent that existing municipal services were incapable of serving the area. In particular, there was an increased demand for fire protection in that newly annexed part of the City.

The Demand for Increased Fire Protection in the Cities of Fort Worth and Euless

There was a demand for increased fire protection in these cities that prompted the City Councils of both cities to plan for the addition of fire stations in the Trinity River Valley East area, the area within which the city limits of the City of Fort Worth meet the Euless corporate boundaries.

Fort Worth

The annexation of land along State Highway 183, part of which was "forced" by the Municipal Annexation Act, brought the demand for increased fire protection in that area. The map shown in Figure 4 indicates the fire coverage that was available. Fort Worth Stations Number Nineteen and Twenty were both approximately nine to ten miles from that part of Fort Worth. The pressure for additional fire protection also came from a small community,

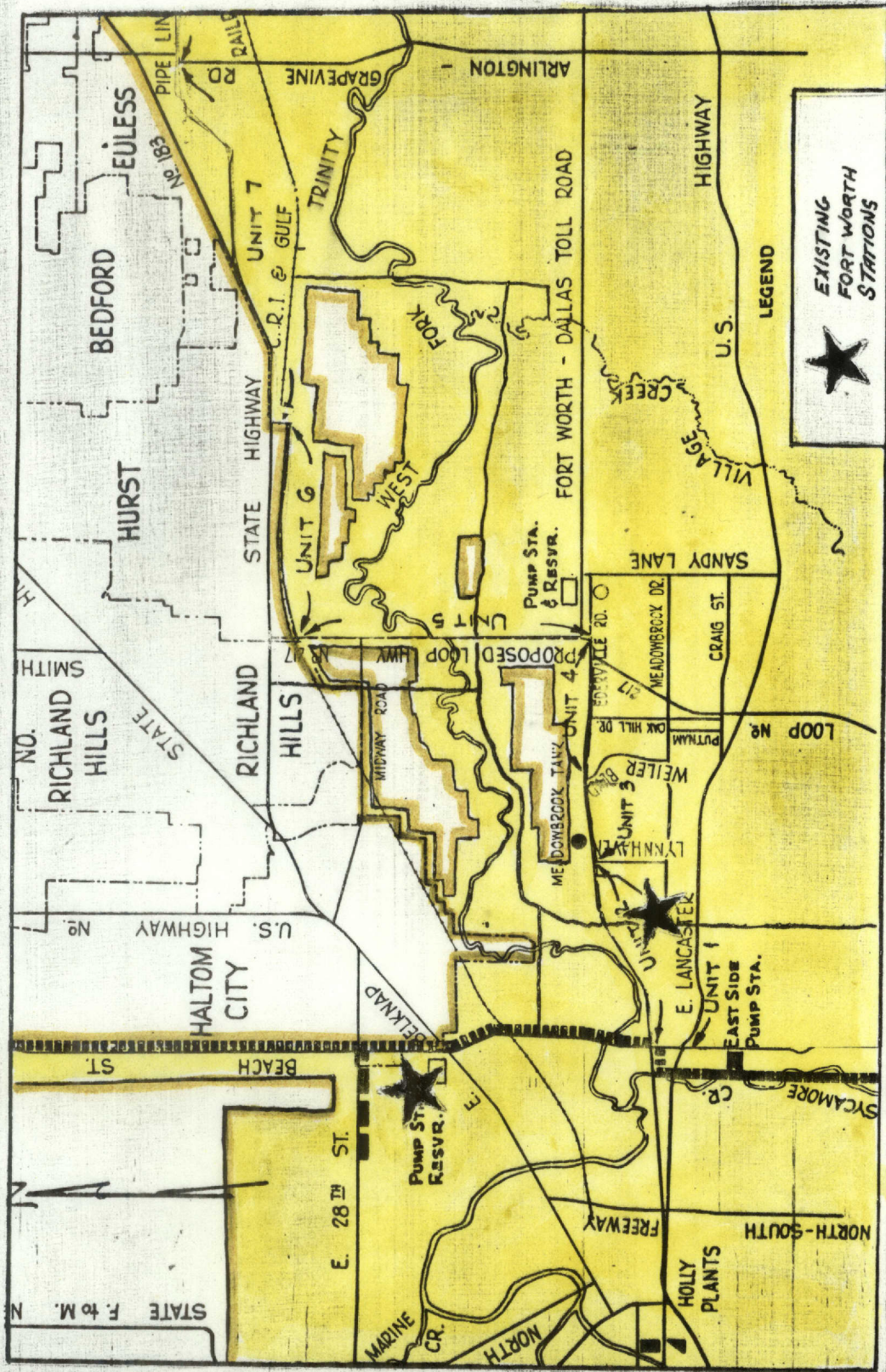


Fig. 4--Location of Fort Worth fire stations serving northeast Fort Worth prior to the establishment of the bi-city fire station.

Mosier Valley, located near the commercial district. There was clearly a demand for increased fire protection in north-east Fort Worth.

City Manager Brownlee did not believe that he could afford to construct--or recommend the construction of--a modern fire station in the area because of the unpredictability of the growth of potential fire losses.¹⁶ Since additional fire protection was necessary, there was included in the 1964-1965 Annual Budget an appropriation to provide for the construction of a temporary steel building in the area:

Establishment of Fire Station #27 in the Trinity River Valley Area for one-half year to provide improved fire protection for this newly annexed area. [sic.] Cost includes 6 additional firemen man-years, purchase of land and a temporary steel building, purchase of a pumper and a tank truck, and necessary operating expenses.¹⁷

The cost estimate was \$99,510.00, as approved by the City Council.¹⁸

Eules

In Eules, City Manager Lee Cowell had submitted for approval to the Eules City Council the City of Eules

¹⁶ Interview with Eugene H. Denton, assistant to the city manager, Office of the City Manager, Fort Worth, Texas, May 12, 1965.

¹⁷ J. L. Brownlee and Staff, Annual Budget: A Service Program for the Fiscal Year 1964-65 (Fort Worth, 1964), p. 333.

¹⁸ Ibid.

Capital Improvements Program, 1964-1970. Included in that program was a proposal to construct a second fire station in the City, to be located near the Fort Worth station. The program was financed by a municipal bond issue. Part of the bond revenue was to be used to construct a new civic center, and \$90,000.00 of the money was earmarked for the construction of the new fire station. This figure included the cost of the land and the described building facility. The estimate did not include the salaries necessary to staff the new station or for the new fire-fighting apparatus that would be needed.¹⁹

The demand for the new station primarily stemmed from two sources: the practical demand for more fire protection in Euless, and the high cost of commercial fire insurance.

The practical demand for more fire protection in the City of Euless.--Euless is a municipality with a "panhandle" on its west side. As shown in Figure 5, the location of the existing Euless fire station does permit quick access to this densely populated area. However, potential fire losses in north Euless demand that additional coverage be given the western section. The location of the bi-city station shown in Figure 5 is also the location of the station proposed by the Euless capital improvements program.

¹⁹John L. Gregory and Staff, City of Euless Capital Improvements Program, 1964-1970 (Euless, 1964), p. 102.

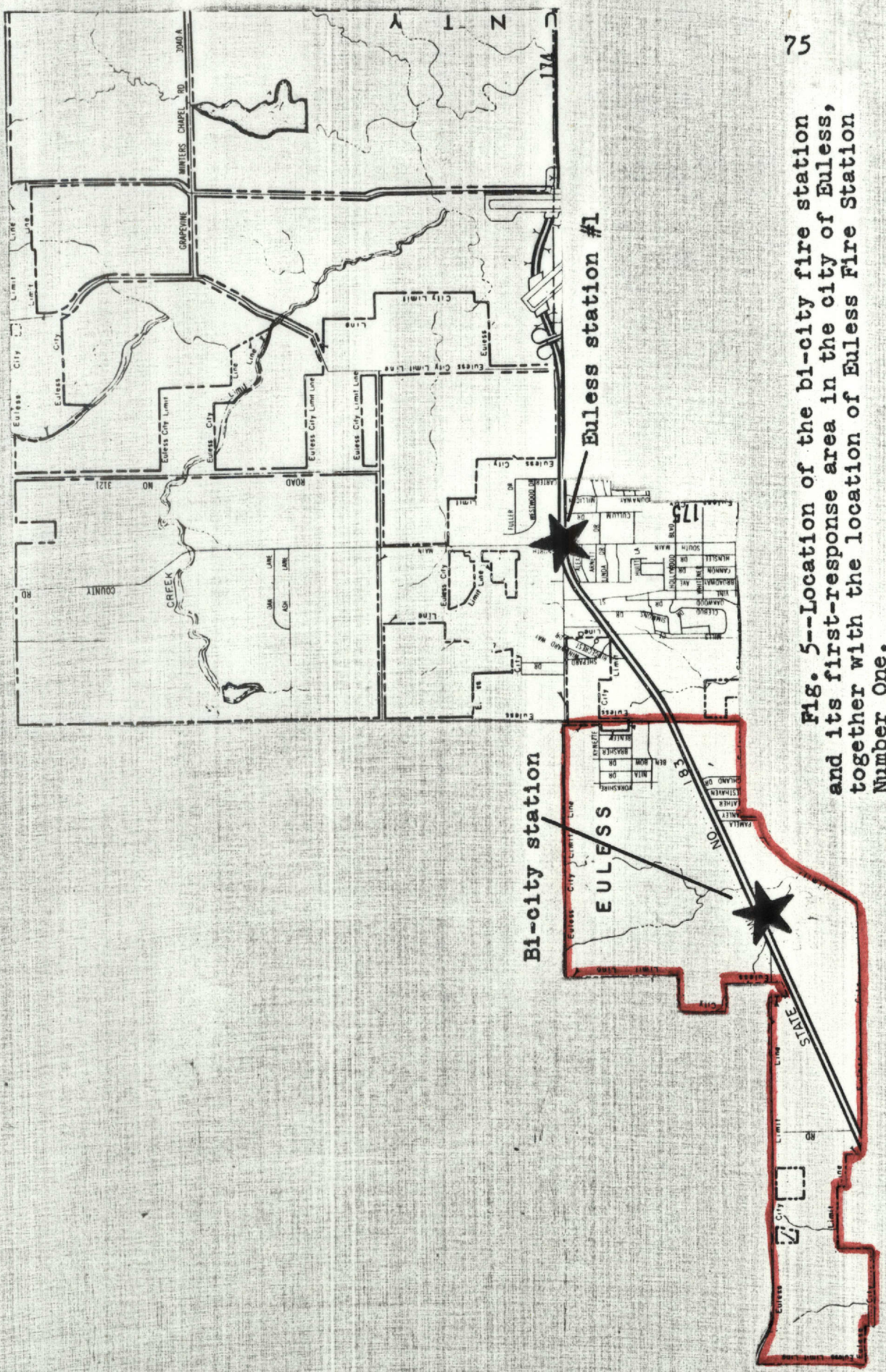


Fig. 5--Location of the bi-city fire station and its first-response area in the city of Euleless, together with the location of Euleless Fire Station Number One.

The high cost of commercial fire insurance.--The Texas Board of Insurance Commissioners administers the cost of all fire insurance in Texas.²⁰ Insurance costs are based on two factors: the fire loss record of a city for the preceeding five year period, and the ability of a city to cope with the fire problem. As a standard measure, all cities are assigned a basis or key rate upon which all commercial insurance and most domestic insurance is based. This basis rate is expressed in terms of dollars and cents. Each rate is the expression of the annual cost of fire insurance per each 100 dollars of insurance purchased.

In determining a city's ability to cope with fires, several factors are considered. An adequate water supply and water distribution system is an important item in determining a city's key rate. This is also true of the fire department the city maintains. If these items are not adequate to cope with the fire problem of a particular city, a charge--expressed in dollars and cents--is applied in forming the city's basis rate. The first consideration in the formation of the basis rate is fire deficiencies.

When the deficiencies are calculated, the State Insurance Board determines positive factors that tend to lessen fire losses. A credit is given to the city for such

²⁰Eugene Benton, Texas: Its Government and Politics (Englewood Cliffs, New Jersey, 1962), p. 595.

factors as fire prevention activities and arson control or similar preventive factors including firemen training schools. These credits are calculated in percentages. They are totalled and the total subtracted in percentages from the amount of the rate derived from the combined deficiency charges. The answer is the key rate for that particular city.

For example, if a city has no recognizable water works, the charge is fifty cents.²¹ If the city does not enforce its building codes, the charge is ten cents.²² If the city does not maintain a fire department, or does not maintain a fire department that can be recognized, the charge is thirty cents.²³ This is a total deficiency charge of ninety cents. Assuming the same city maintains a night-watch service, it is rewarded with a 5 per cent credit. Fire prevention activities result in a 3 per cent credit, and to maintain an arson reward merits a city a 2 per cent credit.²⁴ Thus, the municipality has accrued a total of 10 per cent in credits. This percentage is then subtracted from the deficiency rate of ninety cents. Ten per cent of ninety cents is nine cents. Therefore, the city's basis or key rate is eighty-one cents.

²¹State Board of Insurance of Texas, Texas General Basis Schedules (Austin, 1952), p. 208.

²²Ibid., p. 215.

²³Ibid., p. 212.

²⁴Ibid., pp. 217-218.

While the highest key rate possible is one dollar,²⁵ the Euless key rate is ninety-three cents.²⁶ This is relatively high when compared with the Fort Worth rate of thirteen cents.²⁷

The second part of the cost of fire insurance is based on the extent of fire losses over the preceeding five year period in any given city. If the loss ratio--the amount of insurance premiums collected compared with the amount of claims paid--is low a credit will be given, and the insurance premiums lowered. The reverse is also true. Table III presents the loss ratio by which is determined the amount

TABLE III
FIRE LOSS RATIOS SHOWING CREDITS AND PENALTIES

Loss Ratio	Credits	Penalties
1. over 75%		15%
2. 65-75		10
3. 58-65		5
4. 52-58
5. 52-45	5%	
6. 45-38	10	
7. 38-31	15	
8. 31-24	20	
9. less than 24%	25%	

of fire record credit or fire record penalty which is applied to all policies.²⁸

²⁵Ibid., p. 218.

²⁶State Board of Insurance of Texas, The Cities and Towns of Texas with Fire Protection and Fire Record Data (Austin, 1964), p. 16.

²⁷Ibid.

²⁸Ibid., p. 2.

It should be noted that the fluctuation in insurance premiums stemming from the fire loss ratio does not affect the cities' key rates. The key rate remains the same. The "per cent" credit or penalty is computed from the key rate and added to or subtracted from the amount of the insurance premium. The key rate is only adjusted when a city can improve its water supply and distribution system, its fire department, and so on. Or, the key rate may be adjusted when a credit is added by enforcing an electrical code, adding fire prevention activities or providing an arson reward, and so on.

Commercial fire insurance is computed on the full key rate basis. Domestic insurance--single family dwellings, schools and churches--is computed on the basis of 50 per cent of the established key rate. For the small community like Euless, the cost of residential fire insurance--forty-six and one half cents or 50 per cent of ninety-three cents--is still very high when compared with Fort Worth's residential rate basis of six and one half cents or 50 per cent of thirteen cents. Because of the higher rates, the Board of Insurance Commissioners has provided a "fringe rate" benefit for the smaller suburbs that surround larger cities, such as the relationship of Euless to Fort Worth.²⁹ The fringe rate is easily computed, and it applies only to residential areas.

²⁹Interview with Don Edmonds, city manager, City of Hurst, Texas, July 20, 1965.

In effect, the smaller communities "borrow" a rate from the larger city. However, instead of giving the smaller cities the full benefit of the reduced key rate, residential areas are sold fire insurance on the full rate basis of the larger city. This means that residential insurance in the City of Euless is sold on the basis of thirteen cents or the full Fort Worth rate. The cost of fire insurance in Euless and other smaller municipalities is still double the rate of the central city, but it is substantially decreased from their own prevailing insurance charges based on their individual key rates.

There is, however, a significant limitation on the privilege of the fringe rate. In order for a small community to enjoy a fringe rate privilege, the community must meet two requirements: the community must be located within five miles of the larger city from which the rate is "borrowed," and the smaller community must have a key rate of eighty cents.³⁰

The problem facing the small communities which have a high rate of commercial insurance but are "borrowing" a residential fringe rate from a larger city is this:

(1) commercial insurance is high (based on the full key rate for the smaller municipality); (2) residential rates are relatively low (based on the full key rate of the larger municipality); (3) in order to qualify for the

³⁰Ibid.

fringe rate, the smaller municipality must have a key rate of eighty cents or more. Therefore, if the attempt is made to lower the commercial rate, the smaller community must protect the residential rate enjoyed by its home owners. The smaller community cannot allow its basis rate to fall below eighty cents because at that point it is no longer eligible for the fringe rate privilege. Table IV compares the key rates for Fort Worth and Euless.

TABLE IV
COMPARATIVE INSURANCE RATES FOR THE CITIES OF
FORT WORTH AND EULESS

Fort Worth		Euless	
Commercial	Residential	Commercial	Residential
.13	.065	.93	.465 (fringe rate) .13

If Euless lowered its key rate to forty-three cents by improving its water distribution system,³¹ it would no longer qualify for the Fort Worth fringe rate privilege. Table V presents the comparative insurance costs assuming Euless lowered its key rate.

³¹Texas General Basis Schedules, p. 208. If a city does not maintain an adequate water distribution system, or if none can be recognized, the charge is 50 cents.

TABLE V

COMPARATIVE INSURANCE RATES FOR THE CITIES OF
FORT WORTH AND EULESS, ASSUMING THE
EULESS RATE WERE LOWERED

Fort Worth		Eules	
Commercial	Residential	Commercial	Residential
.13	.065	.43	.215

It is easy to see that although commercial insurance rates are much less, residential rates are higher. Commercial insurance costs (Table IV) ninety-three cents per each 100 dollars of insurance purchased, based on a key rate of ninety-three cents, compared with the above schedule where commercial insurance costs would be forty-three cents per each 100 dollars of insurance purchased, which is a substantial savings for commercial insurance buyers. Residential rates on the former schedule are thirteen cents per each 100 dollars of insurance purchased, which is the fringe rate. In the hypothetical case with the basis rates lowered from ninety-three cents to forty-three cents, residential rates are higher, thirteen cents compared with twenty-one and one half cents. This is true because with a basis rate of forty-three cents, Eules no longer qualifies for the fringe rate privilege.

Given current rates (1964), the "breaking point," as shown in Table VI, would be the key rate for Eules

permitting residential rates to remain unchanged from the fringe rate privilege.

TABLE VI

THE BASIS COST OF RESIDENTIAL FIRE INSURANCE ALONG A
DESCENDING SCALE OF KEY RATE EVALUATIONS IN
THE CITY OF EULESS

Rate Description	Basis (Key Rate)	Residential
Fringe rate effective	.93	.13
	.80	.13
No fringe rate privilege (Residential rate based on 50% of basis or key rate)	.79	.395
	.78	.39
	.77	.385
	.76	.38
	.75	.375
	.70	.35
	.60	.30
	.50	.25
	.40	.20
	.30	.15
	.29	.145
	.28	.14
	.27	.135
.26	.13	
.25	.125	
.24	.12	

It is easy to see that the "breaking point" is twenty-six cents on the basis schedule. Euleless cannot enjoy the fringe rate privilege when the Euleless rate is less than eighty cents. Further, Euleless cannot allow its own basis rate to fall

between eighty cents and twenty-seven cents because the cost of residential insurance at this interval would be higher than the cost under a key rate that permits the fringe rate privilege to be effective. The Euless key rate must be at least twenty-four cents in order for Euless residential policy holders to enjoy the same premium payment basis they would under the Fort Worth fringe rate.

The problem Euless faces--as do other smaller communities in the metropolitan area--is how to lower the commercial rate without falling under the eighty cent rate necessary to be eligible for the fringe rate privilege for residential insurance.

Jack Hauger, the Euless Fire Chief, had begun a series of fire prevention activities including public school fire safety demonstrations and fire inspections of buildings in the Euless city limits.³² Both of these activities would reduce the key rate of that city upon re-evaluation of Euless's ability to cope with fires.³³ This fact, coupled with the addition of available trained, professional firemen and the new fire station indicates that Euless was attempting to lower its key rate. It is doubtful that the rate will fall below eighty cents, however.

³²Interview with Jack Hauger, fire chief, Office of the Fire Chief, Euless, Texas, March 26, 1965.

³³Texas General Basis Schedules, pp. 208-218.

Nevertheless, there is apparently an attempt to lower the commercial insurance cost by lowering the key rate basis from a high of ninety-three cents to a low of somewhere near eighty cents.

The capital improvements program did include an appropriation of \$90,000.00 for the construction of a second Euless fire station. Probably, the greatest pressure for additional fire protection stemmed from the practical need of more coverage. This is likely because there was little commercial development in the Euless area, with the exception of multi-dwelling apartments, and the cost of fire insurance would not be significantly lowered (from a key rate change of ninety-three cents to around eighty cents). It would not benefit a broad enough segment of the Euless insurance-buying public.

The Opportunity for Cooperation

In the fall of 1963, officials of the Fort Worth City Manager's office were hosts to north Texas area city managers. It was at this meeting that--by accident--the city managers of Fort Worth and Euless discovered the opportunity for cooperation.³⁴

³⁴Cowell, Brownlee, Edmonds, and Denton have all made references to this chance meeting of Cowell and Brownlee, and the importance of the discussion to the solution of Fort Worth and Euless common problems. The lack of area-wide communication is evaluated in the concluding chapter.

Don Edmonds, Hurst City Manager, and a mutual friend of Fort Worth City Manager Brownlee and Euless City Manager Cowell, introduced Cowell to Brownlee. In the course of the conversation that followed, Cowell and Brownlee discussed area problems. During that conversation, the discovery was made that both managers were planning to recommend the construction of fire stations in their respective cities about one mile apart. Brownlee told Cowell that he would have his assistant, Eugene Denton, call Cowell the next day and begin to work out the details of a cooperative venture. The first example of constructive intermunicipal interaction between officials of the City of Fort Worth and the officials of the City of Euless had occurred.³⁵

³⁵The term "intermunicipal interaction" is used extensively in the next chapter. It is a term "borrowed" from Robert Presthus. In his book, The Organizational Society, Presthus uses H. S. Sullivan's "interpersonal interaction" and "social interaction" to describe the bureaucratic personalities. The term "intermunicipal interaction" is "borrowed" from Presthus and applied to the officials of the cities of Fort Worth and Euless as they began the series of negotiations that led to the establishment of the bi-city fire station. See Robert Presthus, The Organizational Society: An Analysis and a Theory (New York, 1962), pp. 93-134.

CHAPTER IV

NEGOTIATION, CONTRACT AND OPERATION

After the opportunity of cooperation was discovered, a series of negotiations was held between representatives of the two cities. It is the development of these negotiations, the resulting contract, and the proposed operational procedures of the new station that are the focal points of the chapter.

In determining the development of intermunicipal cooperation between Fort Worth and Euless, it was discovered that cooperation emerged from a series of intermunicipal interactions; several representatives of the two cities met and discussed the proposed facility. From the series of meetings emerged this example of intermunicipal cooperation.

In analyzing these meetings, the several instances of reciprocity on the part of municipal representatives are classed into levels of intermunicipal interaction. This classification simplifies the analysis of cooperation and provides a clearer picture of the over-all development of intermunicipal cooperation.

The series of negotiations that led to the establishment of the contract are analyzed from the standpoint of

determining the exact relationship of the individuals involved. By this method of analysis, the reasons for the contract being successfully negotiated are better understood.

The chapter then presents the provisions of the contract as they were eventually determined by the negotiators. The contract provisions outline the responsibilities of both cities and clearly reveal the extent of proposed cooperation.

It is necessary to include in the analysis the relationship of the two Fire Chiefs who were charged with the responsibility of establishing proposed operational procedures for the bi-city station. This relationship constitutes another level of intermunicipal interaction. The aggregate levels of intermunicipal interaction constitute the dynamic part of intermunicipal cooperation.

The Levels of Municipal Interaction: Contract Negotiations

The Brownlee-Cowell conversation was the first instance of intermunicipal interaction, and it constituted the first level of interaction between City Managers. Since both municipalities are "council-manager" cities, their formal structures are very similar. The structures of the formal city governments (limited to the fire departments) are shown in Figure 6, with the working relationship of the representatives of the two communities being depicted.

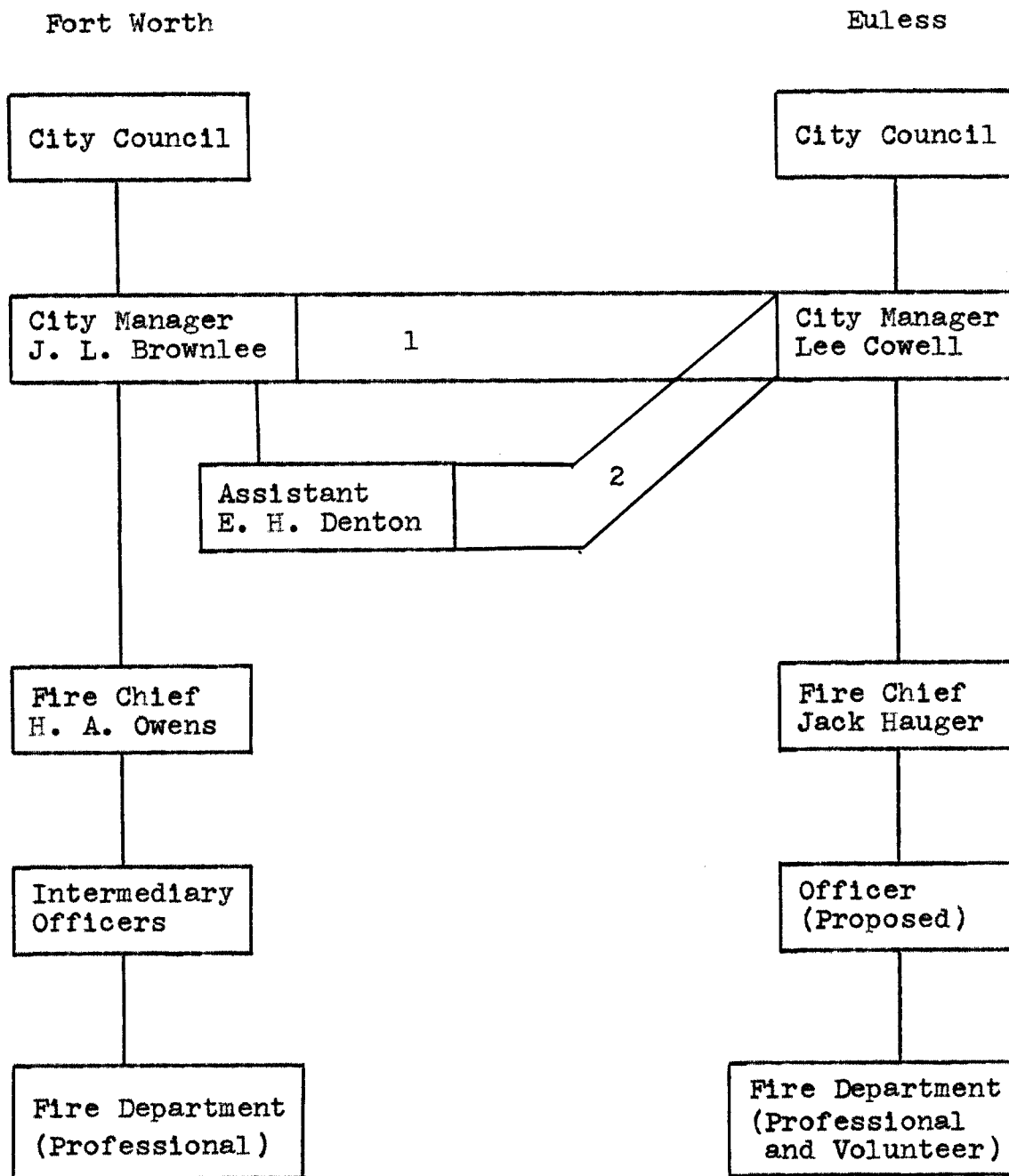


Fig. 6--Levels of municipal interaction: I

The first level of interaction is labeled "1." The second level of interaction is labeled "2." The negotiations that resulted in the intermunicipal contract were primarily performed in the "2" level of activity.

This, of course, is the area of negotiations in which the participants were Denton and Cowell.

Several immediate conclusions can be drawn from this diagram. Brownlee delegated authority to Denton, and in doing so, provided him with some degree of autonomy. The structural array of the two council-manager cities presents the traditional concept of control and responsibility.¹ Neither of the two City Councils was aware of--nor had been a part in--the agreement to this point.

Not revealed by the figure is the relationship of the two Fire Chiefs involved in establishing the proposed operational procedures of the new station. There were three significant levels of intermunicipal interaction: Brownlee-Cowell, Cowell-Denton, and the two Chiefs, Owens and Hauger. (The interaction between the two Chiefs is discussed more completely later in this chapter.) The relationship of Brownlee and Cowell was not a close working relationship and occurred at only one meeting. As noted, the most significant relationship was the Denton-Cowell series of negotiations.

With the delegated authority of the City Manager, Denton accepted the role of a spokesman for his City. Probably, the assignment was given Denton because of his appointment as Area Development Coordinator, and

¹John M. Pfiffner and Robert V. Presthus, Public Administration (New York, 1960), pp. 179-265.

because he had served in that capacity as secretary to several area-wide study committees. He was quite experienced in dealing with problems that were not isolated merely to his city.

Denton accepted his new role without reservation. Immediately, on the Eules side of the negotiations, Cowell recognized Denton as, at least, an equal. Cowell adjusted his behavior to conform to his expectations of the behavior of the official spokesman for the opposite side. The successful outcome of their relationship was contingent on the behavioral adjustment of both men.

This was an extremely wise adjustment on Cowell's part, and one that perhaps more than any other behavioral event contributed to the success of the experience. The Denton-Cowell relationship was an axial relationship, a pivotal relationship. At this point, the success or failure of the initial effort at cooperation between the two cities was determined. Cowell would legitimately be considered to have more status as a City Manager than Denton would have as an assistant to a City Manager. However, Cowell was not willing to carry this pseudo-superiority to the bargaining table with him, and, as a result, he did not attempt to dominate the negotiations.

In the same context, the relationship of Brownlee to Cowell is more easily understood upon closer observation. Cowell stated that he expected Brownlee to delegate the

responsibility of negotiation to one of his assistants because of the work load Brownlee carried as City Manager of a city the size of Fort Worth.² The structural status equality of Brownlee and Cowell reflected in the diagram in Figure 6 is proved false by this statement. Cowell did not consider Brownlee as an equal in status when approaching the bargaining table because of the differences in responsibilities that come with the management of cities of such different proportion. Cowell was conditioned to accept Denton as an equal because of his (Cowell's) own interpretation of his status in relationship to the officials of the larger city.

However, this relationship was altered again by the existence of expertise on Denton's part. Cowell stated that he had realized that Fort Worth was better staffed and had more experience in municipal contracting.³ As a result, he gave Denton the opportunity of drawing up the contract. Cowell had imposed authority on Denton. Cowell was willing to follow Denton's leadership in the association of the two men. Obviously, the contract had to be approved by both City Attorneys before it could be submitted to the Councils for their approval. Thus, Cowell was not submitting the Euless taxpayer to complete Fort

²Interview with Lee Cowell, city manager, Office of the City Manager, Euless, Texas, March 26, 1965.

³Ibid.

Worth dominance. In the interim, however, Cowell was willing to permit Denton to act in behalf of both of them. This indicates support for the Simon theory of authority:

'Authority' may be defined as the power to make decisions which guide the actions of another. It is a relationship between two individuals, one 'superior,' the other 'subordinate.' The superior frames and transmits decisions with the expectation that they will be accepted by the subordinate. The subordinate expects such decisions, and his conduct is determined by them.⁴

This theory can be correctly interpreted as a permissive concept of authority, "which suggests that 'authority' is granted to supervisors by their subordinates rather than imposed from above."⁵ Denton's leadership is evident. The authority to lead was granted to Denton on the basis of his expertise.⁶

Although the relationship of two officials of different cities is not one of "superior" to "subordinate," some basis for order must be established. In the Denton-Cowell relationship, the basis for order was Cowell's willingness to follow Denton's lead. The Denton-Cowell relationship is analogous to Simon's organizational relationship.

⁴Herbert A. Simon, Administrative Behavior (New York, 1957), p. 125.

⁵Pfiffner and Presthus, Public Administration, p. 231.

⁶For a discussion of power based on expertise, see Harold D. Lasswell, Power and Personality (New York, 1948), pp. 27-28.

Upon closer examination, it is seen that Cowell did not consider Denton to be a "subordinate" by the analogy as is implicitly presented by the diagram in Figure 6. Cowell approached the negotiations considering Denton as an equal. However, further analysis reveals that Denton was the predominant figure in the contract negotiations. This is true because of expertise, the delegation of responsibility from Brownlee, and the behavioral adjustments of Cowell.

The Contract: Continued Interaction

During the negotiations, it was discovered that Cowell's primary problem was an inadequate budget.⁷ He realized that the new station would demand a full-time driver at all times. This meant that two men must be hired to operate two around-the-clock shifts. The Euless City Manager was faced with the problem of recommending a raise in the ad valorem assessment to the City Council in order to meet the foreseeable payroll demands. Further, the Euless budget did not include an appropriation to purchase the new equipment required to adequately service the proposed station.

On the other hand, Denton realized that the station Fort Worth had planned to construct with its 1964-65 budget proposal was a \$25,000 steel "butler" building. The

⁷Interview with Cowell, March 26, 1965.

building would not have been adequate to shelter the two companies of men designated to man the station.⁸ Denton also realized that Fort Worth could save a substantial amount of money by not having to acquire the land or build the building.⁹ It was on this basis that the negotiations began. Hence, it was quickly agreed that the general approach would be for Fort Worth to man and equip a station that Euless would build and maintain. This became the heart of the contract itself.

In an attempt to cooperate to the fullest, Cowell and Denton agreed to visit stations in the Fort Worth area to determine the type of station to be built--a building with the construction cost within the range of the funds provided by the Euless capital improvements program. Denton, Cowell, and a representative of the architects who prepared the Euless program visited the newly completed Fort Worth station in the Como section of Fort Worth. The delegation made several trips to the station. The Fort Worth firemen housed in the Como station suggested a few changes to the delegation, such as expanding the width of the lockers in the dressing area. The delegation decided to adopt this recommendation, to increase the glass on the exterior of

⁸Interview with Eugene H. Denton, assistant to the city manager, Office of the City Manager, Fort Worth, Texas, March 11, 1965.

⁹Ibid.

the structure, and to add paneling to the living quarters. Otherwise, the proposed Euless station was to be a copy of the Como station.¹⁰ Having arrived at a general agreement about the nature of the contract and the type of facility to be built, Denton turned to the drafting of the document.

After preparing one draft of the contract, Denton gave the document to the Euless officials for suggestions before the final drafting process. At that time, the contract included a provision that required Euless to pay for all utility bills incurred by Fort Worth firemen living in the station. When the contract was submitted to the Euless City Attorney for his approval, the lawyer insisted that an annual ceiling be placed on the liability of the City of Euless for utility services. The ceiling was set at \$1500 per year. The method of determining the ceiling was agreed upon by Cowell and Denton. Cowell agreed to allow Denton to compute the average yearly utility costs involved in the operation of a Fort Worth station with equipment comparable to that proposed for the bi-city station. The figure, according to Cowell, was about \$300 a year higher than the comparable Fort Worth station.¹¹ It is easy to see Denton's dominance once more. Cowell permitted Denton to arrive at the estimated cost. This was the only change insisted upon by the Euless officials.¹²

¹⁰ Interview with Cowell, March 26, 1965.

¹¹ Ibid.

¹² Ibid.

Fort Worth agreed in the contract to equip the fire station with adequate fire-fighting apparatus which included one pumper truck and one tank truck, and to provide the standard company of four full-time professional firemen per shift. The men were to be supervised and controlled by the City of Fort Worth. Fort Worth further agreed to furnish all housekeeping equipment and supplies, and to answer all fire alarms in the established first-call area regardless of the political boundaries of the two municipalities.¹³

Eules agreed to construct a building and make the building available for the use of the City of Fort Worth, to provide for all furnishings--aside from fire-fighting apparatus--to accommodate a company of firemen with a normal complement of four men, to pay all utility costs incurred by the fire personnel at the station up to \$1500 annually, to make maintenance and repairs on the building, and to pay for water used by Fort Worth firemen in fighting fires within the Eules city limits.¹⁴

Both cities agreed to provide mutual aid to each other, if necessary, regardless of the corporate limits

¹³City Secretary Contract Number 5205, Office of the City Secretary, Fort Worth, Texas, November 30, 1964. For a complete presentation of the contract, see the Appendix. Included in the Appendix is a map presenting the first-call area of the bi-city fire station.

¹⁴Ibid.

of the two municipalities. The areas provided protection by this clause of the contract are those parts of the cities of Fort Worth and Euless that are not a part of the first-call area of the bi-city fire station. At this point the establishment of the fire station contract had been secured. What remained was to submit the contract to the two City Councils for approval as a legal and binding instrument.

The first time the Fort Worth City Council was aware of the contract negotiations was when there was a premature news leak.¹⁵ The early news release was made from the Euless side of the negotiations. The Star-Telegram, the largest newspaper in the metropolitan area, carried a story about the proposed bi-city fire station. When the Fort Worth Councilmen read the story they were legitimately concerned, because they had not been informed about the proposal. This resulted in mutual embarrassment for all parties concerned. Subsequently, the two City Managers very quickly submitted the formal proposals to the Councils. As noted, the contract was approved by the officials of

¹⁵Both Cowell and Denton made specific reference to the early news release. Cowell stated that "the release came from our side of the negotiations," while Denton was more explicit in his statement. Cowell went ahead to explain that it was difficult for the smaller communities in the metropolitan area to receive any press coverage, a problem the core city in the Fort Worth region does not have.

both cities on November 30, 1964. There was no opposition to the proposal in either Council meeting, but in the Fort Worth session, a technical question was raised by one Councilman.¹⁶

The Councils, in sanctioning the contract, made no recommendations on the eventual operation of the station on a day-to-day basis. The Councils accepted the contract provision that allowed the two Fire Chiefs in the two cities to work out the details of daily operation.¹⁷

With the delegation of the responsibility for the establishment of operational procedures given to the two Fire Chiefs, the interaction of the two municipalities was more complete, as shown in Figure 7. From this diagram, it is seen that the interaction of the two municipalities was extended down the hierarchy of control in the formal organizational structure of both cities.

It should be remembered and recognized that the proposals about the day-to-day operation of the station would determine the future success of the experiment. Further, since the number of individuals involved in interpersonal interaction was limited to those who came

¹⁶Interview with Scranton Jones, Mayor Pro Tempore, Fort Worth, Texas, June 6, 1965.

¹⁷Interview with Denton, March 8, 1965. Also, interview with Cowell, March 26, 1965.

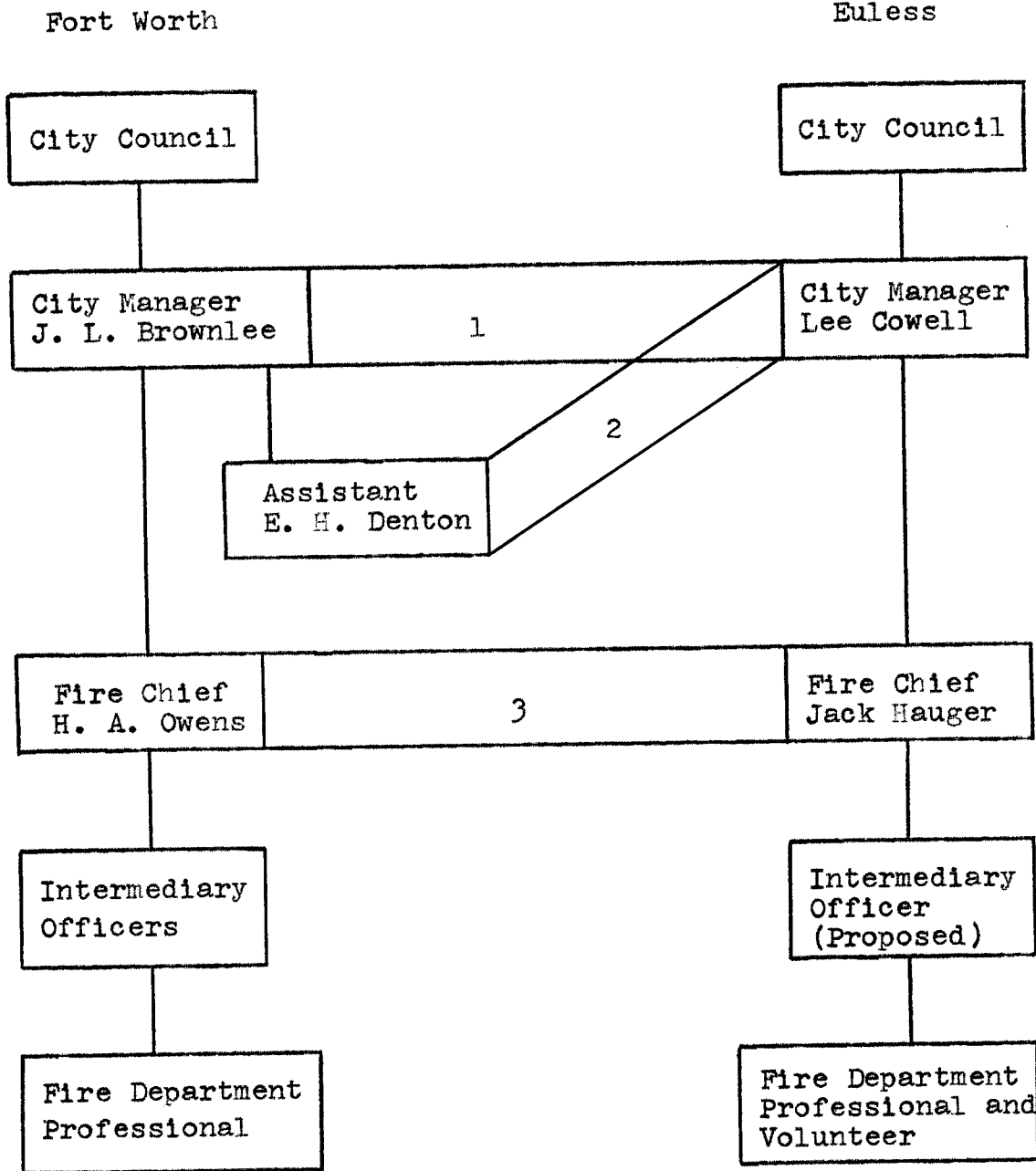


Fig. 7--Levels of municipal interaction: II

face-to-face with each other, the Councils cannot be considered to have been a part of the actual intermunicipal interaction that took place on lesser levels, although

they were an integral part of the over-all cooperative effort.¹⁸

Municipal Interaction: Departmental
Executives

Fire departments have traditionally been organized with one Fire Chief at the top of the organizational structure. This is true of the Departments in the cities of Fort Worth and Euless. The existence of any line agency is properly justified by the function that the agency or department performs for the public. The two Chiefs in this case study are the men directly charged with the responsibility of fire protection for their respective cities. The delegation of responsibility in the establishment of this particular agreement would and should logically fall to them.

A discrepancy in professional title exists within the Euless Fire Department. Jack Hauger is the senior executive officer in the Euless Fire Department, and he refers to himself as "Chief."¹⁹ In an interview, the Euless City Manager referred to Hauger as "Fire Lieutenant."²⁰ The reason for this discrepancy is more

¹⁸The organizational analogy can be extended. Pfiffner and Presthus have a good discussion of intra-organizational interpersonal interaction. Pfiffner and Presthus, Public Administration, pp. 228-229.

¹⁹Interview with Jack Hauger, fire chief, Office of the Fire Chief, Euless, Texas, March 26, 1965.

²⁰Interview with Cowell, March 26, 1965.

easily understood by an examination of the Euless Fire Department. A structural diagram of the Department is shown in Figure 8.

The organization of the Euless Fire Department.--The Euless Department has four paid firemen: Lieutenant (Chief) Hauger and three staff personnel.²¹ The City is dependent upon a large body of volunteer firemen. Hauger is responsible for the activities of both divisions of the Euless Fire Department. Before Euless hired firemen on a professional basis, Hauger--then employed by the Collins Radio Company--was the Chief of the volunteer unit. He had previous professional fire-fighting experience with the City of Orange, Texas, which fact accounted for his selection as Chief of the volunteers. When the Euless City Council approved the hiring of professional fire-fighters, Hauger was offered the job of directing the Fire Department under the auspices of the City Manager. He was given the title of "Fire Lieutenant."²² Consequently, Jack Hauger is a professional Fire Lieutenant and a volunteer Chief. However, this dual role has had no significant repercussions in the municipal interaction that occurred between "Chief" Hauger and Chief Owens.

²¹Interview with Hauger, March 26, 1965.

²²Interview with Cowell, March 26, 1965.

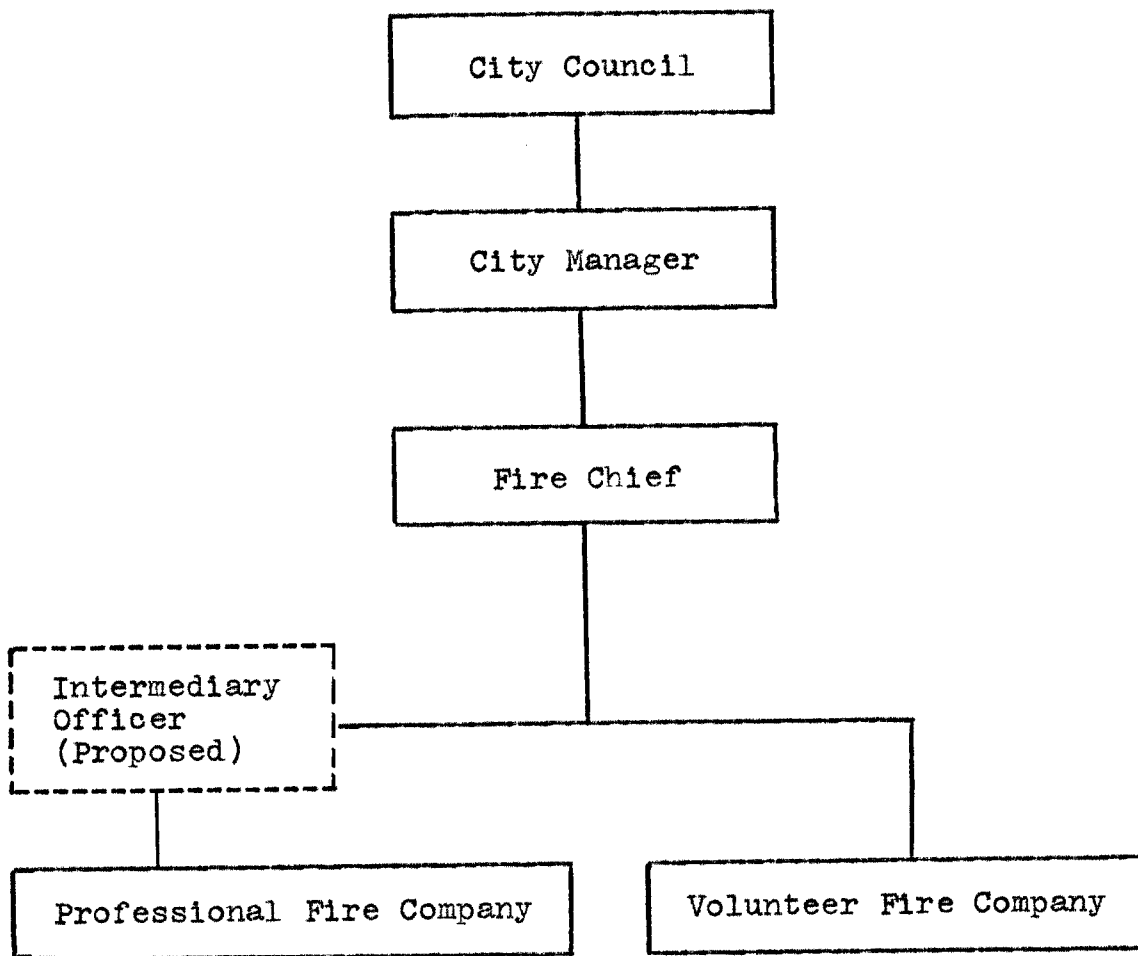


Fig. 8--Organization of the Euleless Fire Department

The organizational chart provides some insight into the operation of the Euleless Fire Department. Cowell stated that Hauger had agreed to the official title of "Fire Lieutenant." Cowell promised Hauger that he would give him a pay increase and an increase in professional title to "Captain" within the next fiscal year (1965-1966).²³ This would allow in the organization's hierarchy for the

²³Ibid.

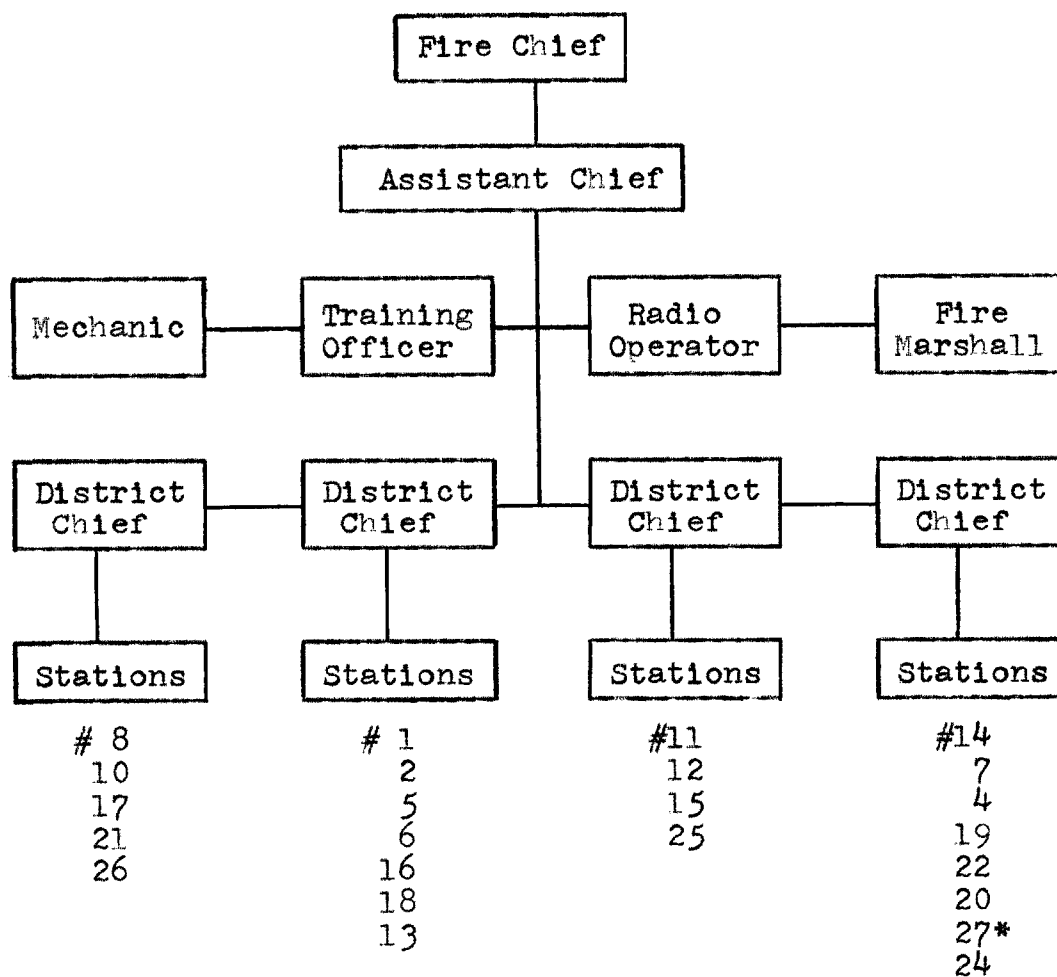
appointment of a fire officer below that of the existing Fire Lieutenant and above that of the regular personnel. According to Hauger, he will elevate to a Fire Lieutenant one of the men on his staff at the present time. Hauger cannot appoint an intermediary officer, as revealed by Figure 8, until Hauger himself has a professional title that would keep him at the top of the hierarchy at the department level. In the actual power structure that is not revealed by the organizational chart, Hauger would remain at the top of the hierarchy of control regardless of the professional titles of his staff. This is true because of his expertise based in experience, his past and continuing relationship to the staff, and the very fact that he is considered "Chief" by all parties with the exception of Cowell; and Cowell expects him to perform a Chief's duties. Hauger is--practically speaking--the Eules Fire Chief.²⁴

The organization of the Fort Worth Fire Department.--- This department is fundamentally different in its organization from its Eules counterpart. Chief Owens is the chief executive officer at the departmental level.²⁵ He has a staff of trained professional fire-fighters. The department is organized on a line-staff basis. Each fire house

²⁴Hauger is referred to as "Chief" in all diagrams.

²⁵H. A. Owens and Staff, Annual Report: Fort Worth Fire Department (Fort Worth, 1964), p. 8.

is occupied by one or more fire companies, and the command position at the fire station is held by a professional officer. Owens, at his office in the main station, is assisted in his duties by one assistant Fire Chief. The city is divided into four fire districts, and there are three District Chiefs who answer calls around the clock in each district. The hierarchy of control is diagrammatically presented in Figure 9.



*Bi-city fire station

Fig. 9--The organization of the Fort Worth Fire Department.

The problem facing the two Chiefs was to determine how to integrate these two Fire Departments into a working and cooperating unit in those areas covered by the bi-city fire station.

Proposed Operational Procedures

In their negotiations, Owens and Hauger arrived at a basic plan to integrate fire-fighting and fire protection in the first-call area established by the contract.²⁶

The basic plan was adopted to serve the following criteria: to provide the most adequate fire protection with the least waste of men and equipment, to integrate the new station with the formal structures of the two Fire Departments involved.²⁷ The contract provides that the bi-city fire station be equipped with one tank-mounted truck and one pump-mounted truck. Thus equipped, the station will be able to handle grass fires, automobile fires, and minor building fires where the fire does not involve the structure of the building.²⁸ When answering one of these alarms, Euless Station Number Two, the joint station, will respond with one unit to the fire when the alarm is sounded in its first-call area. If the fire involves a structure, Euless Number One will respond with

²⁶ Interview with H. A. Owens, fire chief, Office of the Fire Chief, Fort Worth, Texas, April 13, 1965.

²⁷ Interview with Hauger, March 26, 1965.

²⁸ Ibid.

one unit also. In return, Euless Station Number Two will respond to structural fires inside the City of Euless and outside its first-call area when the alarm involves a structural blaze. This is necessary, according to Owens, because it is impossible for one company of firemen to handle a fire involving a building.²⁹ If there is a two alarm fire, the stations will dispatch both units to cover the fire.

The problem of vesting responsibility for the performance of fire personnel at the site of a fire was solved by the two executive officers. Hauger and Owens agreed that Hauger should be the senior officer-in-charge inside the Euless city limits.³⁰ Since the first response area for the bi-city station includes a part of the City of Euless, personnel fighting a fire within that part of the first response area will be responsible to Hauger. If Hauger is not available, the responsibility will be vested in the next senior officer who will automatically be the Fort Worth District 4 Chief, or the next officer in command under him. The District Chief, or the next officer in line, will always be in charge of fires occurring in any first response area that is within the city limits of the City of Fort Worth.³¹

²⁹Interview with Owens, April 13, 1965.

³⁰Interview with Hauger, March 26, 1965.

³¹Ibid.

Communications

Communications between the Fire Departments in Tarrant County are facilitated by a county-wide radio network (46.06 megacycles). All cities in Tarrant County, including the City of Fort Worth, operate within this radio network.³² The City of Fort Worth also operates a radio network that is separate from the county system and includes only those stations in the Fort Worth department.³³

The bi-city fire station will be a part of the county-wide system in order to connect the station with Euless Station Number One.³⁴ Euless Station Number One is totally dependent upon the county-wide system. Communications between the new joint station and Euless Number One will also be aided by a "hot line" telephone.³⁵ This is a special telephone connection placed in each station. The phone automatically rings when the receiver is picked up on the other end. Cowell believes that the use of the county system and the "hot line" telephone will be sufficient communication between the Euless station and the bi-city station.

The new station will also be equipped with a radio that will be tuned to the Fort Worth radio network. This will then tie the Fort Worth firemen manning the Euless

³² Interview with Owens, April 13, 1965.

³³ Ibid.

³⁴ Interview with Cowell, March 26, 1965.

³⁵ Ibid.

station with their colleagues in the City of Fort Worth. The result is that the new station will have two sources of communications with each city. The planners have considered the need for formal communication channels.

The City of Fort Worth operates a "call box" alarm system.³⁶ Each station has one or more alarm boxes placed in the area of the city for which that station is responsible. That station then responds to alarms received from these boxes. With the placement of these boxes in easily accessible places, and the responsibility allocated accordingly, Fire Department officials can more easily integrate fire coverage throughout the city.³⁷ The alarms are transmitted to the respective stations by an underground cable.³⁸ The bi-city station will not be connected to this central alarm system. Alarms can be reported to the joint facility only by telephone or, of course, in person. The purpose for excluding the bi-city station from the alarm system is economic in its origin. Cowell stated that the new station is being built with the necessary conduit installed for future connection with the central cable alarm system. However, the station is somewhat removed from other Fort Worth stations, and the cost of installing the necessary cable is considered

³⁶ Interview with Owens, April 13, 1965.

³⁷ Ibid.

³⁸ Ibid.

to be in excess of the benefit that would be derived from the arrangement.³⁹

Continual Fire Coverage

In order that no area will be unprotected when a station is responding to an alarm in its first response area, all departments in the county operate within a general plan of moving excess fire-fighting apparatus into unprotected areas.⁴⁰ When a station is left unprotected--when the company or companies of firemen are fighting one fire--another station dispatches at least one truck to the unprotected station. This process is cumulative. As the station nearest the unprotected area moves a vehicle to the station site, another station in the chain dispatches a truck to the second station, and so on. The number of trucks moved on any alarm depends on the extent of the fire. No fire in the City of Fort Worth is considered to be bigger than a "four alarm" or four stations' personnel at a fire site. If more than four stations responded to a fire, the remainder of the city would be left without adequate fire protection.⁴¹

The bi-city station is also included in the integration of this activity. As a two alarm fire occurs within

³⁹ Interview with Cowell, March 26, 1965.

⁴⁰ Interview with Owens, April 13, 1965.

⁴¹ Ibid.

the first-call area of the new station, a unit from Fort Worth Station Number Nineteen will be dispatched to cover the unprotected station.⁴² The Fort Worth Fire Department keeps a file of "running cards" that shows what equipment is to be moved in the event of a multi-alarm fire. Figure 10 presents the "running card" that is filed for the bi-city fire station.

6361 N. PIPELINE RD. W. EULESS BLVD. (HWY. 183)					
	PUMPS	LADDERS	SQUAD	CHIEFS	TANKER
1st	27 52			50	6
2nd	53 24	19		4	
3rd	19 20				
4th	1 14			3	
5th					
APPARATUS TO MOVE					
	PUMPS			LADDERS	CHIEFS
1st					
2nd	19-27 20-24	1-19 3-1		1-19	
3rd	1-27 14-24	11-19 5-20 8-5 10-8			
4th	11-27 22-24	3-19 6-1			

Fig. 10--The running card for the movement of fire-fighting apparatus in the event of a multi-alarm fire in the first-call area of the bi-city fire station.

⁴²Ibid.

The number designating a truck is also used to designate the station from which that truck is dispatched. For example, the trucks numbered "27" and "24" are both from the bi-city fire station, while pumpers numbered "52" and "53" are from Euless Station Number One. On the other hand, pumper trucks numbered "19" and "20" are from Fort Worth Stations Nineteen and Twenty, respectively.

Under the heading on the running card "Apparatus to Move," pumper truck number "19" is moved from Fort Worth Station Number Nineteen to cover the Euless and Fort Worth joint facility. The bi-city station is Number Twenty-seven. Hence, the designation on the running card is "19-27." The running card is a reference to both the equipment at the fire site, and the equipment that is moved from one station to another.

County-Wide Protection

The unprotected areas in the county are dependent upon the County government for fire protection. However, the Commissioners' Court does not provide any fire-fighting apparatus or any fire fighters for the purpose. Instead, the Commissioners pay each volunteer and professional Fire Department (excluding Fort Worth's department) in the county a fee to answer calls in surrounding unprotected areas, both incorporated and unincorporated. The fee to each department is \$1500 annually. Since the bi-city

station will be an integral part of fire protection in the City of Euless, it also will be involved in fighting fires outside its first-call area.⁴³

As noted, all professional departments in the county are integrated into the "back up" system. Because of the county-wide radio network, often there is an informal "helping hand" extended.⁴⁴

All departments in the county, volunteer and professional, operate within broad "mutual aid" agreements.⁴⁵ These agreements provide that a city will render aid to another community, or answer a fire alarm, but only at the specific request of the Fire Chief of the community involved. No station will respond to a call from a citizen in another community without the request of the Chief

⁴³Interview with Hauger. The fee paid by the County is the only source of income to many of the volunteer departments. It is beneficial to them because they can use the money to maintain equipment or to purchase new fire fighting apparatus. Fort Worth does not cooperate in this program. The Commissioners' Court apparently believes that the money can be better used by the smaller departments and that the smaller departments are generally blessed with more idle time.

⁴⁴During an interview with Hauger in his office, a call came in on the radio network. There was an alarm reported in the Bedford city limits. Bedford operates a volunteer department. Hauger attempted to contact the Bedford Fire Department to determine if there was a reason to send help. He got no response. Hauger immediately dispatched one truck from his station in Euless to the site of the fire. As it happened, on arrival at the fire site, the Bedford company had the fire under control and help was not needed.

⁴⁵Interview with Hauger, March 26, 1965.

of the requesting citizen's municipality. Hauger, in the example cited above, did not have the request of the Bedford Fire Chief before he dispatched a truck to the scene. When he tried to reach the Bedford Fire Department by radio, he was unsuccessful. Hence, rather than wait, he dispatched a truck to the fire site. Apparently, this type of unso-located assistance is rather wide-spread. Its use in any given circumstance depends on the relationship of the fire departments involved. The bi-city station will also be involved in mutual aid agreements of both Euless and Fort Worth. However, the exact relationship of the station to municipalities in the area cannot be known until actual operations are under way.

Conclusions

Several conclusions can be drawn from the material presented here. Denton was the dominant figure in the contract negotiations. Further, had Cowell attempted to dominate the negotiations the contract would not have been successfully completed, in all probability. This is true because Cowell admittedly lacked the experience or knowledge in intermunicipal contracting to successfully construct a workable agreement. Cowell acted with deliberation and prudence. His concession to the staff official from the larger city was in no small way responsible for the success of the negotiations.

Secondly, the contract as established provides a certain amount of interpretation within which the individual participants may function. The contract reads:

. . . fire fighting and alarm procedures within said first response area shall be as mutually established by the respective Fire Chiefs of the parties hereto.⁴⁶

This type of flexibility is desirable. If the existing proposal does not function properly for some reason, another program may be chosen, and so on.

This same clause may be the source of some controversy. The contract specifically designates the control of the firemen stationed in the bi-city station to the City of Fort Worth:

The City of Fort Worth agrees . . . to assign at said Fire Station a normal compliment [sic] of four (4) but no fewer than three (3) full-time professional fire-fighting personnel per shift, who shall be controlled by the City of Fort Worth. . . .⁴⁷

As shown in the establishment of the operational procedures, Hauger and Owens agreed that Hauger should be in charge of fires occurring in the station's first response area inside the Euless city limits. The question that arises is whether the Chiefs involved have enough authority in establishing operational procedures to modify the intent of the contract. Apparently, they do. The only interpretation of the "control" clause of the contract that is compatible with the actions

⁴⁶Contract Number 5205.

⁴⁷Ibid.

of the two Chiefs is to interpret these actions to be Owen's delegation of the authority to oversee the fires in the Euless city limits to Hauger. If this is true-- which it apparently is--then Owens automatically is accepting the responsibility for Hauger's actions at the fire site. In this case, Owens has two sources of control over Hauger's behavior: personal influence and the fact that Owens can legally demand that the command position at the fire site be returned to the Fort Worth Fire Department.

Obviously, the success or failure of the station venture will depend on the day-to-day operation of the facility. These daily operations raise some pertinent questions. Will there be trouble between the Euless volunteer firemen and the Fort Worth professionals? Will there be command problems at the fire site when Fort Worth firemen are commanded by Chief Hauger, a Euless officer? In the event that one or both parties to the contract fail to meet the requirements set forth in the contract, what recourse does the damaged party have? These questions are analyzed in the following chapter.

CHAPTER V

SUMMARY, CONCLUSIONS AND CRITICISMS

The development of cooperation between the cities of Fort Worth and Euless has been presented, and the atmosphere of municipal relationships from which the cooperative venture stemmed has been shown. The major factors contributing to the animosity that once characterized Tarrant County municipal relationships culminated in the administration of former Fort Worth City Manager W. O. Jones. The evolution of change--the evolution of public policy--has been presented in three sections: the work of the Water Department of the City of Fort Worth, the coming of L. P. Cookingham, and the proposals of Scranton Jones. These factors were causal. They created an atmosphere of cooperation. Together they laid the basis upon which the bi-city fire station contract was negotiated. These were the permissive factors that occurred leading to the establishment of the station.

There were more direct forces, also. The need for additional fire protection and the effect of the Municipal Annexation Act have been reported and analyzed.

When the opportunity for cooperation did emerge, it did so by accident. But once the opportunity was discovered, the principal participants in the establishment

of the station wasted no time in arriving at a workable agreement.

How important to metropolitan governments is this study? What is the importance of the agreement in Tarrant County, Texas? What problems are as yet unanswered and unsolved, and will these problems prove to be detrimental to further contract servicing in Tarrant County? And, finally, are there any criticisms that should be made of the participants engaged in the activities analyzed in this study?

Pertinent Problems

There are several problems that have not been answered by this paper. Some of them cannot be answered, some of them are probed and probable solutions discovered. These problems are varied and affect every level of municipal cooperation in Tarrant County: the men in the "field," the interim administrator, and the chief executives of every city.

Performance Problems

Several questions are raised in the preceding chapters that demand attention here. Among these is the possibility of command problems at the fire site. Will there be command problems at the fire site between Chief Hauger, a Euless officer, and Fort Worth professional firemen? This question

cannot be answered adequately until the bi-city fire station is in operation. Judging from the personalities of the two Fire Chiefs involved, the conclusion drawn is that they can overcome any problem that might arise. Firemen are trained as semi-military operatives,¹ and as a result are quick to respond to commands from superior officers. It can only be assumed that the discipline of a trained professional fireman will permit him to be responsive to command arrangements which are worked out by his superiors. However, the chain-of-command and general command responsibilities must be clearly understood by all firemen engaged in the bi-city fire station's operation and by those men involved in the fire-fighting activities of the City of Euless. Only if this requirement is met will this one possibility of confusion be avoided.

Another unsolved problem could be the possible inimical relationship of the Fort Worth firemen to Euless professional and volunteer fire fighters. Again, this problem cannot be answered adequately until the operation of the station is a reality. Chief Hauger in Euless and the Fort Worth Fire Chief, H. A. Owens, both anticipate no problems from the interpersonal relationships of the firemen from their

¹Interview with H. A. Owens, fire chief, Office of the Fire Chief, Fort Worth, Texas, April 13, 1965. Owens commented that the penalty for the failure of a Fort Worth fireman to follow commands could result in his dismissal from the force. He believed that this fear would prevent any unpleasant command problems between his men and Hauger.

respective fire departments.² It is widely known that the Fort Worth Fire Fighters' Association is an extremely powerful public employee's union. Further, it is not an association that is "management minded."³ Will the professional association's officers attempt to force the unionization of the Euless Fire Department, and in doing so alienate Chief Hauger and jeopardize cooperative relations? This also is an unanswerable question. The local Fire Fighters' Association's officials--acting as officers of the state-wide parent organization--have been instrumental in "unionizing" other departments in the state, and it is not unlikely that the association's local officers might attempt to organize the Euless Fire Department, particularly when the department becomes larger and employs more men.⁴ What effect this will have on intermunicipal relationships between the cities of Fort Worth and Euless is only conjecture.

²Interview with Jack Hauger, fire chief, Office of the Fire Chief, Euless, Texas, March 26, 1965. Also, interview with Owens, April 13, 1965.

³Owens was a charter member of the Fort Worth Fire Fighters' Association. However, when he was appointed Fort Worth Fire Chief, he was no longer eligible for the Association's membership and was excluded from the ranks. Apparently, Owens is somewhat compromised by divided loyalties. His long membership in the Association could conceivably hamper his dealings with the Association in his capacity as Fire Chief.

⁴Fort Worth Fire Fighters' Association officials went to Mesquite, Texas, and successfully organized the Mesquite Fire Department while the Fire Chief was on vacation. Interview with George Schrader, Mesquite City Manager, Denton, Texas, March 18, 1965.

Administrative Problems

Because the contract specifies the responsibilities of both cities and allocates financial burdens, many administrative problems have been anticipated and accounted for. This is particularly true in reference to the mutual allocation of financial responsibility. However, at least one possible remaining administrative problem remains: If one party to the contract fails to fulfill its contractual obligations, what recourse is available to the damaged party?

According to Fort Worth City Attorney S. G. Johndroe, the enforceability of a municipal contract in Texas is based on the municipality's authority to enter into that particular contract.⁵ Johndroe continued, saying:

There is no prohibition in the statutes of the State of Texas preventing a Home Rule city from entering into agreements with other cities. The City Council is free to act as long as the Constitution of the State of Texas is not violated or does not prohibit the specific action.⁶

Johndroe knew of no constitutional prohibition. He continued to explain that the power of a Home Rule city is based primarily in its city charter. Further, the authority of a Home Rule municipality to act is not automatically absent in the absence of permissive legislation. Although the

⁵Interview with S. G. Johndroe, Jr., city attorney, Office of the City Attorney, Fort Worth, Texas, July 2, 1965.

⁶Ibid.

state government is the repository of the police power and the state-municipal relationship is a unitary one, there appear to be no statutory and constitutional prohibitions.

The Charter of the City of Fort Worth enumerates the powers of the City's government. The Charter reads:

The City of Fort Worth . . . may pass such ordinances as may be expedient for maintaining and promoting the peace, good government and the welfare of the City, and for the performance of the functions thereof.⁷

The "welfare" phrase of the enumerated powers is broad and, according to Johndroe, is broad enough to sustain an inter-municipal fire agreement. The Charter provides an even broader grant of power by saying:

The enumeration of particular powers in this Charter shall not be deemed or held to be exclusive, but in addition to the powers enumerated herein, implied thereby, or appropriate to the exercise thereof, the City of Fort Worth shall have and may exercise all other powers which are now, or may hereafter be, possessed or enjoyed by cities of over five thousand population under the Constitution and the general laws of the State of Texas, and all the powers of the City, whether expressed or implied, shall be exercised and embraced in the manner prescribed by this Charter, or when not so prescribed, then in such manner as may be provided by ordinance or resolution of the City Council.⁸

The Charter delegates all power not prohibited by the constitution or the statutes of the State of Texas to the

⁷The Charter of the City of Fort Worth, Texas, rev. May 20, 1959 (Fort Worth, 1959), p. 3.

⁸Ibid., p. 52.

City Council. Therefore, it can be safely assumed that all the power necessary for a Home Rule municipality to enter an intermunicipal contract is available.

The judiciary has also supported the contention that a Home Rule city may enter into interjurisdictional agreements. Fort Worth's authority to sign an agreement to provide water service to a suburban community was upheld in Gillam v. City of Fort Worth, 1956.⁹

The authority for a Home Rule city to enter into a contract with another municipality is established. And, accepting Johndroe's assertion that a contract's enforceability is dependent upon the authority to enter into that contract, the contract between Fort Worth and Euless is an enforceable document. If a question of the contract's interpretation arises, or if one party defaults, a suit may be brought in the District Court. The remedy--monetary reimbursement or whatever--would be dependent upon the nature of the controversy and the extent of the damages.

Area-Wide Problems Discovered from the
Fort Worth-Euless Venture

As has been noted, the opportunity for cooperation between the cities of Fort Worth and Euless was discovered by accident. This was alarming to officials of the central city. An Area Development Coordinator had been named

⁹Gillam v. City of Fort Worth, 287 S. W. 2nd., 494-499 (1956).

and yet his function was somewhat sterile without some formal channels of communication between area communities. Shortly after the Euless agreement, City Manager Jerry L. Brownlee authorized the City Planning Department to begin work on a "Comprehensive Plan." The preliminary Comprehensive Plan was approved by the City Council on March 8, 1965.¹⁰

A significant aspect of the Comprehensive Plan is that it projects the location of future public improvements such as libraries, thoroughfares, parks, schools, fire stations, etc., thus permitting orderly development of these facilities as needed, and at the lowest possible cost. In addition, it provides the basis for analyzing land use patterns so that private and public agencies can obtain best possible use of available land space in the Fort Worth area.¹¹

The Plan, when finished, will be distributed to area municipalities. The effect will be to provide a basic outline of the core city's planned growth pattern. Thus, a smaller community that is located next to the core city will be able to plan its development with the possibility of cooperation with Fort Worth in mind. Cooperative ventures will be possible in areas such as fire protection, library services, and the correlation of thoroughfares. The latter cooperative possibility if pursued could result in a planned traffic flow program for the entire metropolitan area.

¹⁰Jerry L. Brownlee and Staff, Fort Worth Monthly Newsletter, VII, March, 1965, p. 3.

¹¹Ibid.

A second source of area-wide communication is the newly formed Council of Governments. It is a voluntary Council composed of area Mayors, Councilmen and chief administrative officials of the various communities that meets on occasion to consider common area-wide problems. The Council provides a vehicle for the exchange of ideas and mutual problems on a face-to-face basis. The origin of the Council is well known. The Mayor of the City of Fort Worth proposed the meeting and called area Mayors and other officials to a conference in the spring of 1965.¹² In a manner of speaking, it is the implementation of one of Scranton Jones's proposals made to the Fort Worth City Council as early as September, 1963. Jones, at that time, was ineffective in implementing his suggestion. Fort Worth Mayor Barr said this of the Council of Governments:

I would not call the origination of the Council of Governments a direct result of the Town Hall project. It was a by-product. The success of the area-wide Council of Governments was a result of the 'spirit' of the Town Hall movement.¹³

Barr serves as the Chairman of the Executive Committee of Town Hall. The Fort Worth Mayor is also a member of the

¹²Interview with Willard Barr, Mayor, Fort Worth, Texas, August 3, 1965.

¹³Ibid. The Town Hall project was Barr's idea originally. Through his efforts, Town Hall has received nation-wide recognition. It was the focal point of Fort Worth's presentation in competition for the All America City award.

over-all coordinating committee of Town Hall, which includes all area Mayors, representatives of the Commissioners' Court and civic and professional organizations.

There is no doubt that the effectiveness of the Town Hall movement which included representatives of all area municipalities contributed to the initial success of the Council of Governments. Scranton Jones's proposal to adopt a policy of cooperation was accepted by the Fort Worth City Council, but he was ineffective in implementing his proposal to create the regional Council of Governments.

The Town Hall movement itself and its wide-spread support contributes to the communication between area officials. It has been successful in its campaign for a Tarrant County Junior College, recognizing the need for junior college facilities for the entire area. Because of Town Hall's initial acceptance by the metropolitan community, it could be utilized as the vehicle necessary to foster the concept of a public need, the psychological umbilical cord that ties the central city with its exurbia. To date, the Town Hall Junior College Committee has been very successful in fostering this concept of an area-wide common bond based on the need for effective metropolitan planning and effective metropolitan cooperation.

Evaluation and Criticism

Who, then, makes policy? Why, the council makes it, the manager makes it, the department heads make it, their subordinates make it, members of the public make it by the action that takes place--a statement or resolution followed, an order carried out, a custom practiced, a decision made, a service performed, or an action taken. They make it also by an action that does not take place. Understanding of this point gets at the heart of the policy process.¹⁴

Much emphasis has been placed in this paper on the formulation of public policy. Brown's statement exemplifies the type of public policy formulation that this paper has presented. It is not asserted that "pragmatic policy formulation" is the revelation of all policy development. Policy-making is a process. This is the only assertion. In this example of policy formulation, the Water Department of the City of Fort Worth is credited with laying the basis of cooperation. Perhaps the credit assigned the Water Department is misplaced, but this is doubtful because of the wealth of information that indicates that it was in that Department that the concept of an area-wide public need first began to emerge, a concept that is so vital to the development of area-wide solutions to common problems.

The city managers involved in the establishment of the bi-city fire station also merit praise. Brownlee and Cowell are both managers who realize the need for appropriate

¹⁴David S. Brown, "The Heart of Policy Development," Public Management, XLV (April, 1964), 81.

area-wide planning. It is this kind of city management to which Healy refers when he writes:

And the leaders in the profession are the ones who recognize the need for cooperation with other cities throughout their own states, not just council-manager cities but all cities, large and small. . . .¹⁵

There is no question that these managers are men of thought and men of action. They are men capable of approaching new problems with current ideas, and they realize that municipal isolationism is archaic. They are not of the old school of management theory that separates policy from administration; both are keenly aware of the nature of the policy process. And, lastly, they are men who believe that through cooperation and compromise many common problems may be solved.

They are not infallible. Brownlee should not have allowed the Fort Worth City Council to be uninformed about the progress of the negotiations that led to the establishment of the bi-city station. He should have "checked in" with the Council. He should have reported formally or informally to the Council about the proposed cooperative venture. This oversight could have jeopardized an important development in intermunicipal cooperation in Tarrant County.

¹⁵Patrick Healy, "Managers Must Plan Beyond the Borders of the City," Public Management, XLVI (November, 1964), 264-265.

Cowell, as noted, refused to recognize the chief executive of the Euless Fire Department as "Fire Chief," preferring to relegate the officer to the rank of "Fire Lieutenant." Cowell's reasons were based in the fact that Hauger, the Euless executive officer, is not paid a comparable scale to that of a fire chief in a comparable city. But Cowell expects a chief's duties from Hauger, as do Hauger's men, and as does Chief Owens of the Fort Worth Fire Department. Cowell should be more aware of the function of "status" and how keenly sensitive men in organizations are to status symbols.¹⁶ Although the conflict in professional title has had no repercussions in the planning of the joint station, it could be the source of serious command problems when the Euless "chief" is commanding Fort Worth officers.

In the negotiation of the contract, both Denton and Cowell should be praised for their behavior. Cowell's behavioral adjustment to accept the administrative assistant from the larger city as an equal contributed to the success of the contract negotiations. This was not necessarily a rational or "voluntary" concession. It was an adjustment

¹⁶There have been many studies emphasizing the function of "status" in organizational behavior. For a popular study see Vance Packard, The Status Seekers (New York, 1956). For a more scholarly interpretation, see Robert Presthus, The Organizational Society: An Analysis and a Theory (New York, 1965).

that was made automatically by an interpretation of his role as the manager of a small suburban city in relation to the officials of the larger municipality.

The interjurisdictional contract is a successful instrument of intergovernmental cooperation. It is extremely flexible in its application and is adaptable to almost any set of circumstances. The greatest weakness of the contract mechanism is summarized by Norman Beckman.

A basic weakness of joint agreements is that they are practical only when both parties can reach agreement and the immediate local interest of each participating unit is not likely to be in conflict with the broader interjurisdictional interests.¹⁷

The contract is useful only when there is some area of mutual agreement with which to begin. This can be a particularly serious limitation when a situation demands attention and the circumstances reveal that there is no apparent area of mutual agreement.

The contract for the bi-city fire station was well written and anticipated some problems that could have occurred--particularly problems that centered around the allocation of financial responsibility. The contract provided a solution to these problems by inserting clearly the responsibilities of all parties concerned.

¹⁷Norman Beckman, "Alternative Approaches for Metropolitan Reorganization," Public Management, XLVI (June, 1964), 130.

The bi-city contract provides a precedent for further interjurisdictional agreements in Tarrant County. If the venture proves successful in its operation--as in all probability it will--the contract will serve as a pattern for cooperation in service areas. As noted, the Comprehensive Plan will make available much planning information of the central city for surrounding municipalities which will open new avenues of possible cooperative ventures similar to the bi-city fire station.

The Social Significance of This Cooperative Venture

Though our dawning sense of interdependence and unity comes too belatedly to repair all the damage that has been done, we see that even the residue of past cultures still holds more values than any single nation has yet created or expressed. By his very consciousness of history, modern man may free himself at last from unconscious compulsions, derived from situations he has outlived, which continue to push him off the highway of development into rubbish-filled alleys. Yet if he achieves a fresh understanding of the potentialities he has buried through his own failure to know himself, he may repair his shattered confidence in his future and throw open new vistas.¹⁸

What has happened in the Fort Worth region is a realization--conscious or unconscious--of the potentialities of men and their creative prowess. A simple example is found in the cooperative venture that led to the

¹⁸Lewis Mumford, The Transformation of Man (New York, 1956), p. 162.

establishment of a bi-city fire station. Outside Tarrant County, Texas, the fire station is of very little importance. What has happened here may not be repeated elsewhere with equal success. Nor is the same solution necessarily applicable to like situations. What is important about the Fort Worth-Euless experiment is the process of solution, the process this paper has attempted to present. The study has indicated why the cooperative venture was undertaken, how the venture developed, and it has isolated permissive and directing factors that led to the establishment of the station. The purpose is to reveal the workable solution at which these administrative officials arrived.

Metropolitan area problems--those problems that face Mumford's "modern man"--are complex. They are so complex that they defy classification and explanation, because the problems from one metropolitan area to another are only similar, they have only some characteristics in common. Thus, concrete solutions for one region's problems are not the solutions necessarily for another area's problems, even though their problems may be similar and reveal some common characteristics. It is the process of solution, the workings of administrators in their sometimes futile attempts to discover workable solutions that are important. These processes demand attention, and through an understanding of these processes

"modern man" may be able to understand his potential. This is the social significance of this cooperative venture.

The search for workable solutions as a torch of the social theorist is not new. Thorstein Veblen, C. E. Ayres and other "maverick" economists have long argued for the abandonment of the competitive model in economics as a non-workable market, and have urged for the realization that men make markets work.¹⁹ Men have to make markets work in order to survive. In political theory this approach to problems is called pragmatism because it rejects the ideal as an accurate measure. However, pragmatism is not the antithesis of theory, nor of aspiration. The appeal to the pragmatic scientific humanism of Veblen and Ayres reveals the value orientation of these two theorists--the ultimate values of change and of aspiration as being characteristic of the human experience.

Thus, the process of discovering workable solutions to common metropolitan problems is more easily understood. One must realize that the solution today will not be the solution tomorrow. One must understand that the answers to social problems change as the participants in the human experiment change. One must realize that the aspiration to an ultimate solution is necessary, but one must also realize it will never be attained.

¹⁹Thorstein Veblen, The Theory of the Leisure Class (New York, 1899). Also, C. E. Ayres, The Theory of Economic Progress (New York, 1944).

I found 'with the voyagers in Browning's Paracelsus that the real heaven was always beyond.' As the years have gone by, and as I have reflected on the nature of the judicial process, I have become reconciled to the uncertainty, because I have grown to see that the process in its highest reaches is not discovery, but creation; and that the doubts and misgivings, the hopes and fears, are part of the travail of mind, the pangs of death and the pangs of birth, in which principles that have served their day expire, and new principles are born.²⁰

The nature of social problems, the nature of workable solutions, is no different.

²⁰ Benjamin Nathan Cardozo, The Nature of the Judicial Process (New Haven, 1921), pp. 166-167.

APPENDIX A

CITY SECRETARY
CONTRACT NO. 5205

THE STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, the City of Euless and the City of Fort Worth desire to provide adequate fire fighting service to the citizens of both cities in the most convenient and economical manner; and,

WHEREAS, the City of Euless and the City of Fort Worth desire to continue the extension of fire protection and assistance across the corporate boundaries of each city in accordance with existing mutual agreements of both cities with the Tarrant County Fire Fighters' Association; and,

WHEREAS, the City of Euless and the City of Fort Worth desire to cooperate in the stationing of personnel and fire fighting apparatus of the City of Fort Worth in facilities owned by and located in the City of Euless; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS:

That this contract made and entered into by and between the City of Euless, Texas, hereinafter called Euless, and the City of Fort Worth, Texas, hereinafter called Fort Worth,

WITNESSETH:

1. It is agreed by and between the parties:
 - A. That the boundaries of the first response area for the extension of fire fighting services on a mutual aid basis shall be as shown on Exhibit "A" which is attached hereto and made a part of this agreement;
 - B. That fire fighting and fire alarm procedures within said first response area shall be as mutually established by the respective Fire Chiefs of the parties hereto;
 - C. That each city shall provide to the other such mutual aid as may be necessary to protect life

and property in each of said cities, without regard to the corporate boundaries of same; and

- D. That this agreement shall be in full corce and effect for a period of five (5) years from and after the date of occupancy of Fire Station by Fort Worth, subject to cancellation by either city upon one (1) year's notice.

2. The City of Euless agrees:

- A. To provide for the use of the City of Fort Worth a building, herein designated "Fire Station," which shall be suitable to house fire-fighting apparatus and personnel, such facilities to be located at or about the intersection of Pipe Line Road and State Highway 183;
- B. To provide such furniture and appliances for said Fire Station, other than fire-fighting equipment, as may be reasonably necessary to accommodate not less than five (5) fire-fighting personnel in a comfortable manner;
- C. To pay all utility costs incurred in occupancy of said Fire Station by Fort Worth personnel up to One Thousand, Five Hundred Dollars (\$1,500.00) per annum;
- D. To pay all costs which may be incurred in the repair or maintenance of said Fire Station; and
- E. To pay such costs as may be incurred by the use of water from fire hydrants located in Euless by Fort Worth personnel while providing fire protection services in Euless on a mutual aid basis.

3. The City of Fort Worth agrees:

- A. To equip said Fire Station with adequate fire-fighting apparatus within a reasonable time after said facilities are made available for occupancy. Said fire-fighting apparatus shall include two (2) vehicles equipped as follows:
 - (1) One (1) truck-mounted water pump with a rated capacity of not less than 750 gallons per minute; and
 - (2) One (1) truck-mounted water storage tank with a capacity of not less than 500 gallons;

- B. To assign to and maintain at said Fire Station a normal compliment of four (4) but no fewer than three (3) full-time professional fire-fighting personnel per shift, who shall be employed, supervised and controlled by the City of Fort Worth, within a reasonable time after said facilities are made available for occupancy;
- C. To furnish all housekeeping equipment and supplies necessary to protect and conserve the original condition of said Fire Station premises, building and furnishings subject to reasonable allowances for normal wear and tear; and
- D. To answer all fire alarms in the first response area of said Fire Station without regard to the corporate boundaries of the cities of Euless and Fort Worth.

This writing constitutes the entire agreement between the parties, and no written or oral contract exists to modify same.

EXECUTED in duplicate originals in Tarrant County, Texas, on this 30th day of November, A. D. 1964.

CITY OF EULESS

ATTEST:

By _____
Mayor

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

CITY OF FORT WORTH

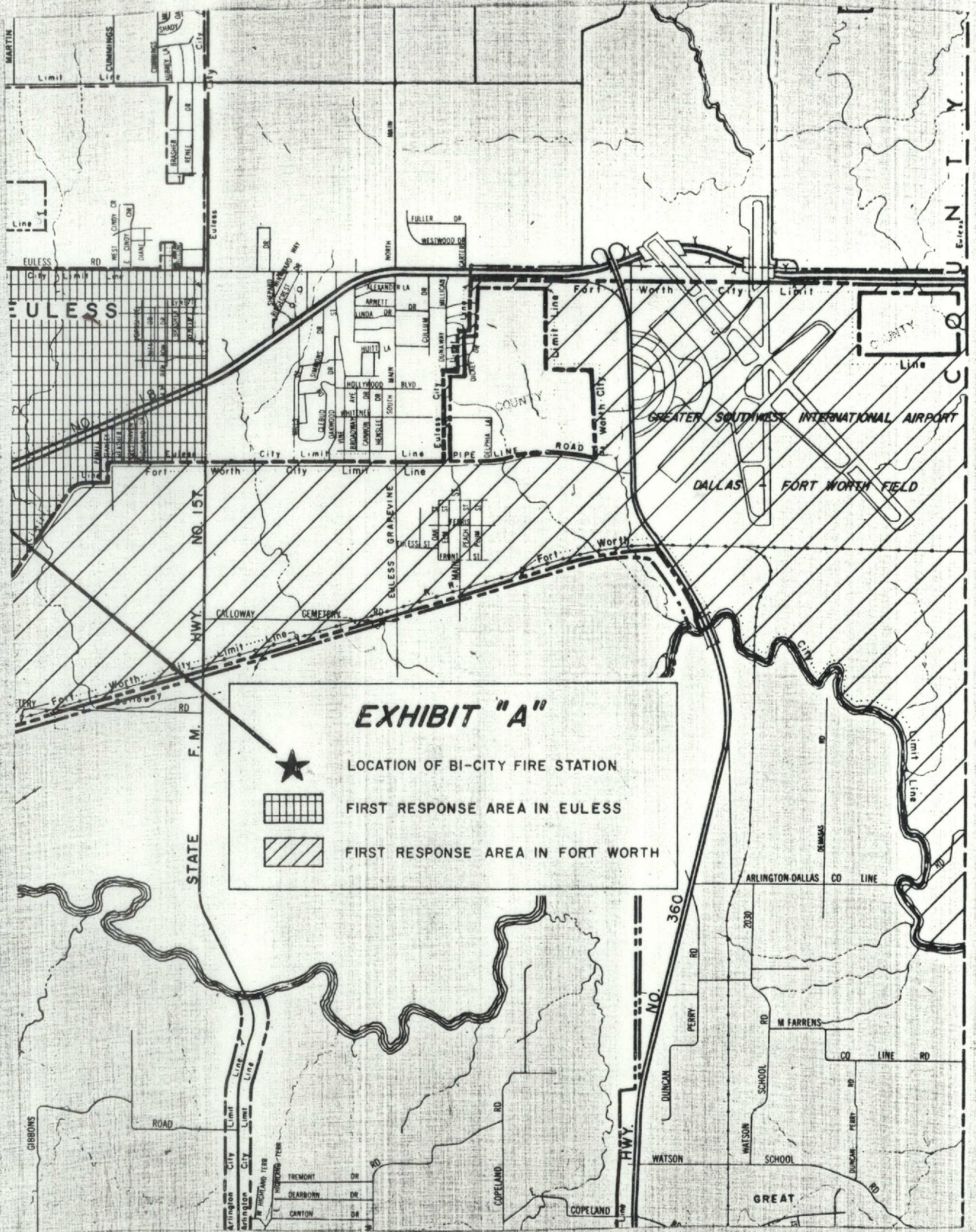
ATTEST:

By _____
Mayor

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney



APPENDIX B

CITY OF FORT WORTH STATEMENT OF POLICY INTERGOVERNMENTAL COOPERATION

Subject

City policy and internal program to promote and encourage effective metropolitan cooperation through intergovernmental agreements.

Policy

Area-wide cooperation is necessary to effectively provide proper services, develop the metropolitan region and to achieve coordinated action among local governments regarding the meeting of many critical needs.

This city's approach to metropolitan cooperation is to reach agreement for joint action on common problems through voluntary arrangements among existing governmental units.

In any such arrangements this city believes that no one jurisdiction should attempt to dominate the other and that local government officials should continue to exercise their full power and responsibilities.

Intergovernmental agreements offer the best possibilities for initiating and enlarging cooperation pursuant to this policy. This approach is a valuable device to achieve coordinated action on area-wide problems while preserving the many benefits of strong local government.

Purpose

The City of Fort Worth presently has a number of mutually beneficial agreements with neighboring governments, and it desires to achieve more extensive and effective cooperation in meeting problems area-wide in scope through a comprehensive continuing and coordinated program of intergovernmental assistance. All city departments and officials concerned with intergovernmental agreements and relations should remain aware of existing

and proposed agreements to avoid conflict and duplication. All such agreements must be considered as integral parts of the city's policy for metropolitan cooperation.

Procedure

There shall be appointed an Area Development Coordinator within the office of the City Manager to implement this program and policy.

(Adopted by the City Council September 30, 1963.)

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