

MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: November 7, 2016

Subject: Approval of an Interlocal Agreement with Harrison County for Sheriff's Department Inmate Services

An Interlocal Agreement with Harrison County for Sheriff's Department Inmate Services is attached. This agreement allows the County to provide the City of Marshall with supervised inmates who can provide manual labor on various types of construction and maintenance projects. The initial term of this agreement will expire on September 30, 2017.

This agreement was approved by the Harrison County Commissioners Court at their meeting of October 31, 2016.

STATE OF TEXAS §

COUNTY OF HARRISON §

**INTERLOCAL AGREEMENT
CITY OF MARSHALL AND HARRISON COUNTY FOR SHERIFF'S
DEPARTMENT INMATE SERVICES**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the _____ day of _____, 2016, by and between the CITY OF MARSHALL, TEXAS, a home rule municipal corporation ("Marshall") and HARRISON COUNTY, a political subdivision of the State of Texas ("County"), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments ("Parties") are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter a joint agreement for the performance of the governmental function of constructing and maintaining public works projects and public infrastructure; and

WHEREAS, the County, acting by and through the Harrison County Sheriff, is authorized by §43.09 and 43.10 of the Texas Code of Criminal Procedure, to utilize eligible inmates of the Harrison County Jail to be engaged in public works and maintenance projects for a political subdivision located in whole or in part within the County. Such inmates who are capable of performing community service work, who are eligible for participation, and who are willing to participate in such programs, including but not limited to minor public works including construction and maintenance projects, may be eligible for a credit toward any period of incarceration or fine as may be approved by sentencing Court and the Sheriff; and

The City agrees to WHEREAS, the Parties recognize that allowing inmates to participate in such work programs is beneficial to the County, the participating political subdivision, and to the eligible inmate who may have their sentence or fine credited, and in turn save the County tax dollars by reducing the number of days in custody, and saves the City tax dollars by reducing labor costs for minor projects; and

WHEREAS, the parties desire to enter a formal agreement to better outline each Parties obligations and responsibilities; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

A. SCOPE OF WORK

1. The County may provide Marshall with supervised inmates who can provide manual labor on such public works project as Marshall shall identify, and the County may accept. The County may determine that the proposed project is not of sufficient public merit, or may expose the County and/or the inmates or supervising officer to unwarranted risk, and reject the proposed project. Depending on the availability of inmates and the needs of the project, the County will provide supervised labor crews of three (3) to six (6) inmates when scheduled by Marshall and accepted by the County.
2. The County agrees to provide at least one licensed correctional officer to supervise the inmate crew. The City agrees to reimburse the County for the cost of providing a supervising officer at a rate of not less than \$25.00 per hour for the time spent supervising the inmate crew.
3. The parties agree that a work day shall consist of a maximum of an eight (8) hour work day, typically

starting at 7:00 a.m. and lasting to 3 p.m., with a thirty (30) minute lunch break.

4. Marshall shall provide not less than five business days in advance of any requested project, the following items:
 - a. A description of the proposed work to be done by inmate labor.
 - b. A proposed schedule regarding the required inmate work including the dates, times, and the requested number of inmates to be utilized in each project.
 - c. In the event of a change in the schedule, Marshall will provide notice of such change to the County as soon as practicable.
5. Should the work proposed require a division of the available, eligible and participating inmates into separate work details, Marshall agrees to pay for each additional supervising officer at the rate set forth in paragraph 2 above.
6. Marshall shall provide instructions and limited training so that inmates understand their duties and responsibilities. Marshall shall provide limited supervision of construction projects so that the projects are completed safely and effectively, provided however that the Sheriff's office retains the ultimate right and responsibility for control and supervision of the inmates. Unless otherwise agreed to in writing by the Parties, Marshall shall provide materials and equipment necessary for completion of the work to be used by the inmates. Marshall shall be responsible for ensuring that inmates receive adequate instruction and safety training on any equipment to be used.
7. Marshall will provide a lunch meal for the inmate workers.
8. Marshall agrees to provide a safe workplace for inmate work crew in accordance with State and Federal law. Marshall shall be responsible for the coordination between inmate crews and other workers in the workplace. The County shall be responsible for the custody of inmates at all times, including security, meal time and other breaks, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of Federal, State and local governments in the performance of the work.
9. Pursuant to Section 43.09 (I), of the Texas Code of Criminal Procedure, and Section 497.096 of the Texas Government Code, neither Harrison County, nor the City of Marshall, shall be liable for damages arising from an act or failure to act in connection with manual labor performed by an inmate pursuant to this Agreement, and the provision of 43.09 of the Texas Code of Criminal Procedure and 497.096 of the Texas Government Code.
 - a. To the extent permitted by law, Marshall shall indemnify, defend, and hold the County its officers, agents, and employees, harmless from any and all claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of or in any way related to this Agreement, and arising from the sole negligence of Marshall, its agents, employees and officers.
 - b. To the extent permitted by law, the County shall indemnify, defend, and hold Marshall its officers, agents, and employees, harmless from any and all claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of or in any way related to this Agreement, and arising from the sole negligence of the County, its agents, employees and officers.

B. PAYMENT OF COSTS

Unless otherwise agreed to in writing by the Parties, or as otherwise stated herein, each party will bear its own costs.

- 10. Each party shall obtain or maintain insurance or self-insure in coverage amounts adequate for that party’s potential legal risk assumed under this Agreement. Each party shall be independently responsible for addressing its own liability.

C. TERM AND TERMINATION

- 11. This Agreement is effective upon execution by all parties. The initial term of the Agreement shall expire on September 30, 2017. This Agreement shall automatically renew for up to one (1) additional one-year term, unless either party elects not to renew by providing the other party with written notice at least sixty (60) days prior to the end of the then current term.
- 12. Either party shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

D. NOTICES

- 13. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, emailed, or deposited in the U.S. mail to the following parties, unless an alternative person is designated by the respective party:

Marshall: **City of Marshall**
P.O. Box 698
Marshall, Texas 75670
Attn: City Manager

County: **Harrison County**
200 W. Houston
Marshall, Texas 75670
Attn: County Judge

E. MISCELLANEOUS PROVISIONS

- 14. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
- 15. Nothing in this agreement shall be construed to waive any immunities provided by law, either to governmental employees (official, governmental, judicial or quasi-judicial immunity), or to the governmental entities themselves (sovereign immunity).
- 16. This Agreement is the entire agreement between Marshall and the County relating to the provision of the Sheriff’s Department inmate services for the specific functions as described above and supersedes all prior agreements, arrangements, or understandings, whether written or oral.
- 17. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on

any third parties.

18. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
19. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Harrison County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Harrison County, Texas.
20. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce every provision hereof. No term of this Agreement shall be deemed waived or breached by the failure to identify and expressly enforce any right or obligation imposed by this agreement. Furthermore, any consent to or waiver of a breach will not constitute a consent to or waiver of or excuse of any other different or subsequent breach.
21. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered, by and between the City of Marshall and Harrison County, to be effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF MARSHALL

HARRISON COUNTY

Lisa Agnor, City Manager

Hugh Taylor, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

City Secretary

Patsy Cox, County Clerk