

## MEMORANDUM

**To:** Members of the City Commission

**From:** Lisa Agnor, City Manager

**Date:** June 17, 2016

**Subject:** Discussion regarding the Interlocal Agreements with Harrison County for Ambulance/Rescue Service, Public Library Services, and Animal Shelter Services

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This item will be discussed at the meeting, and will give the Commission an opportunity to provide guidance to City Staff as they begin the process for renewal of these Interlocal Agreements.

Information is attached from Anna Lane, Library Director and Eddie Campa, Police Chief, which outline their requests related to the Interlocal Agreements regarding Public Library Services and Animal Shelter Services. Reggie Cooper, Fire Chief, has indicated that he will not be requesting any changes related to the Interlocal Agreement related to Ambulance/Rescue service.

Copies are also attached of the current Interlocal Agreements with Harrison County for Public Library Services, Animal Shelter Services, and Ambulance/Rescue Service. These agreements will expire September 30, 2016.



Marshall Public Library  
300 S. Alamo Blvd.  
Marshall, TX 75670  
(903) 935-4465  
[www.marshallpubliclibrary.org](http://www.marshallpubliclibrary.org)



June 2016

Honorable Judge Hugh Taylor  
Harrison County Courthouse  
1 Peter Whetstone Square, Room 314  
Marshall, TX 75670

Honorable Judge Taylor,

The Marshall Public Library aspires to be a vibrant destination that ignites imagination, fosters lifelong learning, and inspires the community to greater achievement. We focus on five priority areas as outlined in the library's 2014-2019 Strategic Plan: Collection, Facility, Marketing/Public Relations/Advocacy, Service, and Technology which mirror focus areas in the Texas Library Association's *Texas Public Library Standards*.

The Marshall Public Library offers its patrons access to almost 60,000 items in our collection, 20 public computers, wi-fi availability, reference services, and programming for children, teens, and adults. These resources, programs, and services are valued at over \$1 million but are offered at no cost to our patrons.

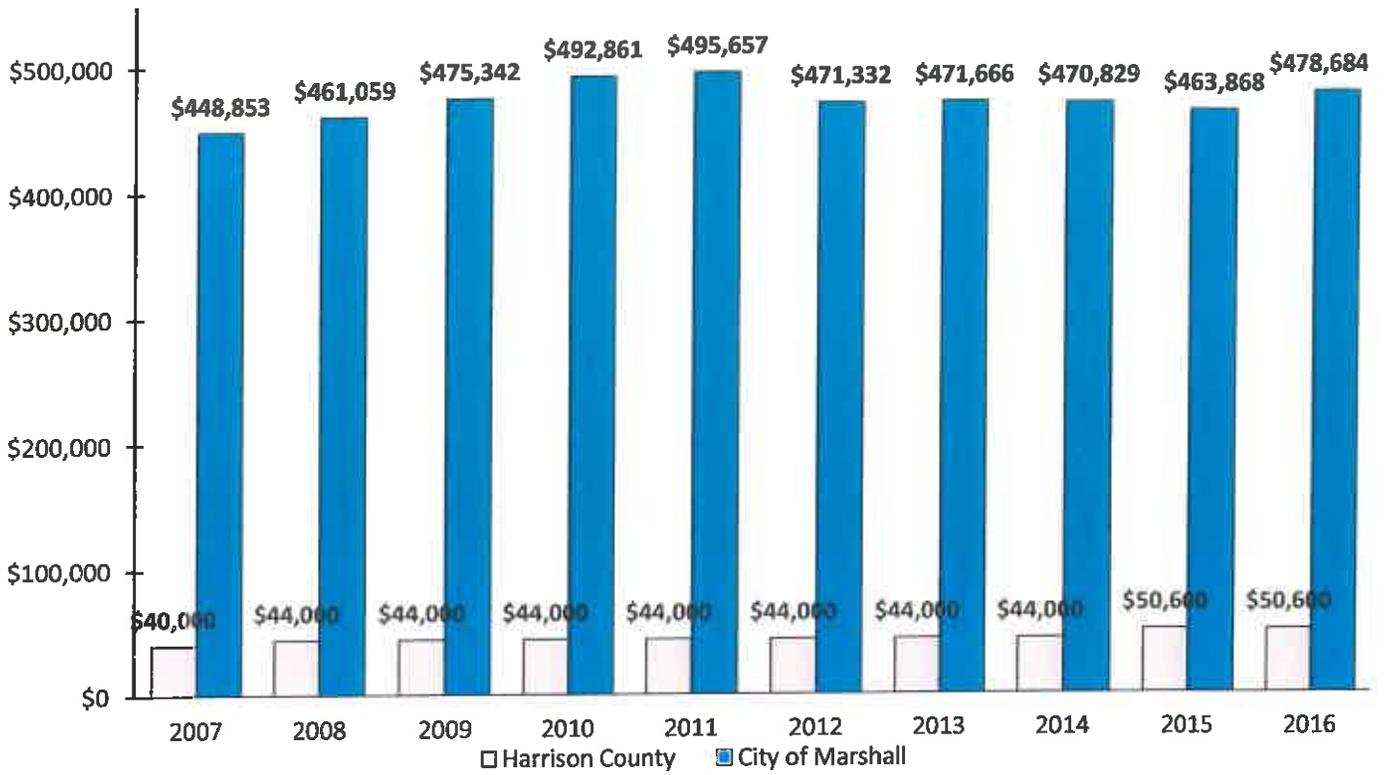
In 2015, the library experienced a.....

- 8% increase in library visits
- 10% increase in new library cards issued
- 15% increase in circulation of items
- 25% increase in new items added
- 32% increase of children's programs attendance
- 43% increase in computer usage
- 52% increase of children's programs provided
- 83% increase of adult programs provided
- 86% increase of interlibrary loans
- 109% increase of adult programs attendance

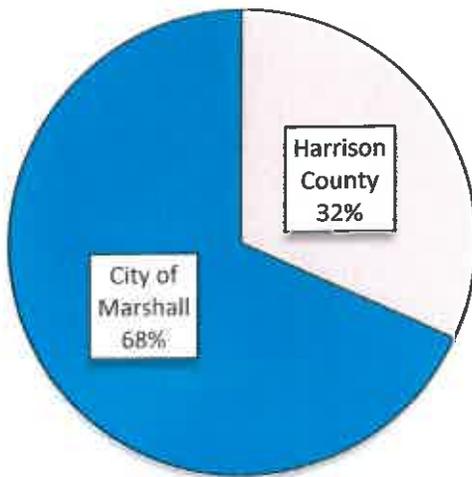
CITY AND COUNTY CONTRIBUTIONS TO MARSHALL PUBLIC LIBRARY

	Harrison County	City of Marshall	County % of Library Budget	Service Population
2004	\$30,000	\$325,624	9.21	56,036
2005		\$365,010	8.22	58,977
2006	\$35,000	\$384,778	9.10	56,767
2007	\$40,000	\$448,853	8.91	59,971
2008		\$461,059	8.68	56,711
2009	\$44,000	\$475,342	9.26	56,744
2010		\$492,861	8.93	57,784
2011		\$495,657	8.88	58,399
2012		\$471,332	9.34	58,977
2013	\$50,600	\$471,666	9.33	58,399
2014		\$470,829	9.35	60,243
2015	\$50,600	\$463,868	10.91	59,704
2016		\$478,684	10.57	60,112

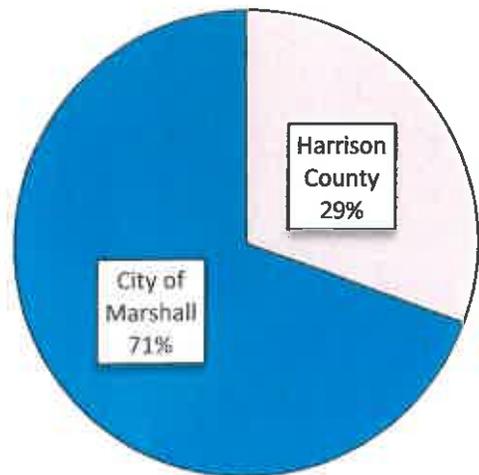
## CITY & COUNTY CONTRIBUTIONS TO MARSHALL PUBLIC LIBRARY



Patrons\*



Check-Outs\*



\*based on 2015 circulation data

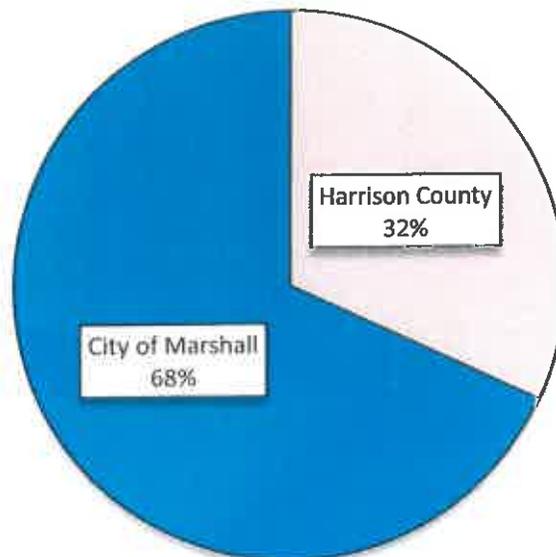
## MARSHALL PUBLIC LIBRARY 2015 City vs. County Patrons

CITY OF MARSHALL	PATRON TYPE	NEW	RENEWAL	TOTAL BY TYPE	TOTAL CITY PATRONS
	Adult (18 <sup>+</sup> )	5,609	8,179	13,788	<b>21,181</b>
	Child (6-17)	2,822	3,716	6,538	
	Baby (0-5)	747	108	855	

HARRISON COUNTY	PATRON TYPE	NEW	RENEWAL	TOTAL BY TYPE	TOTAL COUNTY PATRONS
	Adult (18 <sup>+</sup> )	3,037	3,778	6,815	<b>9,775</b>
	Child (6-17)	1,303	1,309	2,612	
	Baby (0-5)	305	43	348	

**New**=first-time library cardholders; **Renewal**=renewing library cardholders

### Patrons



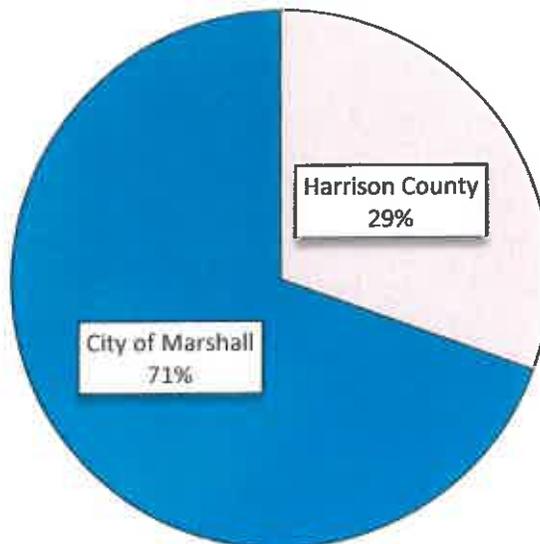
## MARSHALL PUBLIC LIBRARY 2015 City vs. County Check-Outs

CITY OF MARSHALL	PATRON TYPE	NEW	RENEWAL	TOTAL BY TYPE	TOTAL CITY USAGE
	Adult (18 <sup>+</sup> )	1,754	22,732	24,486	<b>34,371</b>
	Child (6-17)	2,466	6,980	9,446	
	Baby (0-5)	387	52	439	

HARRISON COUNTY	PATRON TYPE	NEW	RENEWAL	TOTAL BY TYPE	TOTAL COUNTY USAGE
	Adult (18 <sup>+</sup> )	889	10,598	11,487	<b>14,300</b>
	Child (6-17)	761	1,977	2,738	
	Baby (0-5)	66	9	88	

**New patrons=3 items max per check-out; Renewal patrons=10 items max per check-out**

### Check-Outs





# Marshall Police Department

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*Jesus Eddie Campa*  
*Chief of Police*

**June 16, 2016**

Hugh Taylor  
County Judge  
#1 Peter Whetstone Square Room 314  
Marshall, Texas 75670

Judge Taylor,

The City of Marshall is currently in the planning stage of building of a new animal shelter. We anticipate that the shelter will be completed by mid 2017. The current plan for the shelter will add an additional 25% more kennels and two additional staff members; a secretary and a kennel tech. With the additional space, we will be able to hold animals longer; therefore, reducing our euthanasia rate.

For several years, the Marshall Police Department Animal Shelter has provided services for the citizens of Marshall and Harrison County at no charge to them. We provide both drop off and pickup service for the City and Harrison County. From 2010 to 2015 there have been a total of 13,828 animals brought into the shelter. Of these, 6,081 (44%) were brought in by citizens of Marshall, while 7,747 (56%) were brought in by citizens of Harrison County.

The 2016 Animal Control budget is \$144,891. Harrison County currently has a contract with the Marshall Animal Control agreeing to pay \$39,100. With the increase in size of the new shelter, we predict an operational increase of approximately 25%, along with a salary increase of approximately \$62,357. (See attached pages for details.)

The current amount contributed to the Marshall Animal Shelter by Harrison County is \$39,100. We are requesting an increase of 25% for the upcoming 2017 budget year. This would bring the amount to \$48,875.

**Respectfully,**

**Jesus E. Campa, Chief of Police**

*"Putting our community first"*

ANIMAL SHELTER DISPOSITION LOG 2010-2015 yearly

	CITY	COUNTY	ACO P/U	OSHC	TOTAL	PLACED	% PLACED	EUTHANIZED	% EUTHANIZED	DOGS	CATS	OTHER
2010	1256	1408	539	430	3633	879	24%	2754	68%	2348	1248	37
2011	1052	1429	453	251	3185	715	22%	2470	78%	2116	1036	33
2012	1335	1040	654	240	3269	726	22%	2543	78%	2459	810	
2013	954	1408	482	243	3087	602	20%	2481	80%	2180	902	5
2014	680	1174	364	115	2333	643	28%	1690	72%	1644	684	5
2015	804	1288	495	43	2630	765	29%	1865	71%	1775	847	8

SPACE AVAILABLE	
INSIDE KENNELS	14
OUTSIDE KENNELS	7
QUARANTINE DOGS	3
QUARANTINE CATS	1
CAT CAGES	15



Animal Control	<u>2016 Budget</u>	<u>2017 Budget</u>
Salaries-Technician (Based off estimate from Debbie Manuel)	95,403	143,860
Salaries-Overtime (Used Per Person amount and added for 2 new employees)	2,778	4630
Salaries-Longevity (New employees in 2017 will have no longevity paid)	624	?
TMRS (Based off estimate from Debbie Manuel)	16,253	24,224
FICA (Based off estimate from Debbie Manuel)	7,559	11,266
Workers Compensation (Based off estimate from Debbie Manuel)	1,504	1874
Office Supplies (Based off size of shelter at least doubling)	300	600
Medical & Chemical (Based off current Scheme L showing 25% more kennels)	3,400	4,250
Fuel, oil & lube (Based off new kennel tech will free up acc to patrol more, 25%)	5,150	6437
Clothing (Took amount and divided by 3, added per person amount for new kennel tech)	400	533
Other Supplies (Took amount divided by 3, added per person amount for sec and tech)	400	666
Small tools and equipt. (Based off 25% more kennels)	1,500	1875
Repair and Maint. Equipt. (Estimate due to increase of staff)	400	500
Conference & training (Based off per person amount, added for sec and tech)	300	500
Miscellaneous (Estimate due to increase of staff)	400	500
Janitorial Contract (Estimated it would double due to size of building at a minimum doubling)	4,320	8640

This impact statement does not take in to consideration the increase in the utility bills. Nor does it include the upfront cost for workstations, computer, security system, ACO computer software programs, infrastructure (phone lines, computer lines, etc.)

Cost impact above are an estimate only. I feel, excluding the salary information, this is the minimum impact that we would see. By increasing the amount of kennels and hold times of animals, the cost could be more than this estimate.

This estimate is based off the current drawing Scheme L. If changes are made to the plans, it could effect this estimate.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND  
HARRISON COUNTY, TEXAS FOR AMBULANCE/RESCUE SERVICE FOR  
CERTAIN AREAS IN HARRISON COUNTY FOR 2015 - 2016**

**STATE OF TEXAS**

**COUNTY OF HARRISON**

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

**WHEREAS**, both the City and the County find it mutually desirable to enter into this Agreement to enable the City to provide essential Ambulance and Rescue Service to areas of the County not covered by other emergency service providers;

**NOW, THEREFORE** in consideration of the mutual covenants hereinafter set forth, the County and City agree:

1. The City and County recognize that most of the County is provided ambulance/rescue services by Emergency Service Districts or incorporated cities. The only portion of the County not served is around the Uncertain, Texas Community and Harrison County desires to contract with the City of Marshall to provide ambulance/rescue service to the Uncertain, Texas Community. The City agrees that if it is notified of any individual in the Uncertain, Texas Community ("Uncertain") that needs ambulance or rescue service, within the limits of Harrison County, that it will furnish such ambulance or rescue equipment and personnel as is available and as it deems necessary for a period of one (1) year beginning October 1, 2015 and ending September 30, 2016, upon the terms, conditions and provisions set forth in this section.

2. Harrison County agrees that the acts of any person or persons while engaged in ambulance or rescue service traveling to and from the scene of accidents or in any manner providing ambulance or rescue service to the citizens of Uncertain, shall be considered as the acts of an agent for Harrison County in all respects, notwithstanding such person or persons may be the regular employees of the City of Marshall and the property utilized in that regard is owned by the City of Marshall.

3. It is expressly agreed and understood by and between the parties hereto that the ambulance or rescue service agreed to be furnished by the City to Uncertain is subordinate and secondary to the best interest of the citizens of the City of Marshall, and that the determination whether or not personnel and/or equipment are available and the extent of utilization of any such personnel and/or equipment for use outside the corporate limits of the City of Marshall should the need arise, will be left to the discretion of the City and it is agreed that the ultimate decision of the City Manager of the City of Marshall or his duly designated representatives in connection with such matters will be conclusive.

4. The parties hereto stipulate and agree that if the City, for any reason fails to furnish personnel and/or equipment for ambulance or rescue service to Uncertain, although notified of the need of such service, the City of Marshall shall not be liable in damages or otherwise for the failure to furnish such services and Harrison County enters into this agreement acknowledging that the City is without any such liability and that the City accepts no such responsibility.

5. Harrison County agrees, to the extent allowed by law, to indemnify and hold harmless the City of Marshall for any claim and/or cause of action based in whole or in part upon the City's discharging of its obligations under this Agreement if such claim and or cause of action is attributable: in whole or in part, to a delay in EMS response time because of this procedure utilized by Harrison County 911 communications personnel in dispatching EMS service to Uncertain.

6. The City of Marshall will maintain an itemized monthly report reflecting the ambulance or rescue runs made during each preceding month under the terms of this agreement, and shall furnish such list to Harrison County within thirty (30) days after the end of each quarter.

7. The City will provide up to two (2) hours of EMS Education through its EMS Department to any person designated in writing by the City of Uncertain or from the Uncertain Volunteer Fire Department upon written request and subject to availability of an instructor.

8. The rate schedule for ambulance and rescue service, as approved by the Marshall City Commission shall govern the charges for ambulance and rescue services provided by the City of Marshall. A copy of the rate schedule is available upon request by Harrison County. Harrison County acknowledges that the furnishing of ambulance and rescue services to Uncertain is the responsibility of Harrison County, however, Harrison County desires to contract with the City of Marshall to provide such services. For such services, Harrison County agrees to pay the City the sum of \$7,675.00. The payment shall be paid to the City in twelve (12) monthly installments of \$639.59. These payments shall be used by the City to support the Ambulance services operated by the City of Marshall to benefit the citizens of the City and Harrison County. In addition, for the services provided, the City of Marshall shall invoice the individual patients(s); or insurance providers directly for the ambulance and rescue services provided in accordance with the rate schedule as approved by the City of Marshall and shall retain all such amounts collected. The City of Marshall reserves the exclusive right and privilege to set the

schedule of charges for ambulance and rescue services within its corporate limits and within Harrison County.

9. No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. Each party specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

10. This agreement shall be for a period of one (1) year, beginning October 1, 2015 and ending September 30, 2016.

11. It is understood and agreed by and between the City and County that either party to this agreement shall have the right to cancel this agreement on the 1<sup>st</sup> day of each month during the term covered by this Agreement, provided that the party desiring to cancel the same shall notify the other party in writing of its desire to cancel this agreement at least sixty (60) days before the desired date of cancellation of same.

WITNESS THE EXECUTION HEREOF, in duplicate, this 27<sup>th</sup> day of August, 2015.

ATTEST:

BY: Deborah Manuel  
Deborah Manuel, Acting City Secretary

CITY OF MARSHALL

BY: Lisa Agnor  
Lisa Agnor, City Manager

ATTEST:

BY: Patsy Cox  
Patsy Cox, County Clerk

HARRISON COUNTY

BY: Hugh Taylor  
Hugh Taylor, County Judge

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND  
HARRISON COUNTY, TEXAS FOR PUBLIC LIBRARY SERVICES FOR HARRISON  
COUNTY FOR 2015 - 2016**

**STATE OF TEXAS**

**COUNTY OF HARRISON**

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City of Marshall" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

**WHEREAS**, The Texas Local Government Code Section 323.011 allows a Texas county to Contract for library privileges with an established library; and

**WHEREAS**, the City has and maintains an established free library which is serving the City of Marshall, Texas and has also been serving the Harrison County population that lies outside of the limits of the City; and

**WHEREAS**, the City's records indicate that Harrison County citizens, residing outside of the City of Marshall, utilize services at the Marshall Public Library; and

**WHEREAS**, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to continue to provide free library services to the citizens of the County and the City;

**NOW, THEREFORE** in consideration of the mutual covenants hereinafter set forth, the County and City agree:

1. The City, through its department, the Marshall Public Library, agrees to furnish library services to the citizens of Harrison County, including residents located in municipalities in the County and the Marshall Public Library shall assume the functions of a County free library, in accordance with the Chapter 323 of the Texas Local Government Code.



**FILE COPY**

**APPROVED** / *ca*

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2. The Director of the Marshall Public Library, shall furnish free of charge such library services to the citizens of Harrison County, as are furnished to the citizens of the City of Marshall.

3. In consideration of the Public Library services to be provided by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of \$50,600.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$4,216.66. These funds paid by the County must be used by the City of Marshall to support the free public library services in the City of Marshall and Harrison County.

4 The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of policies and operations of the Marshall Public Library.

5. This Agreement contract and agreement does not vest in Harrison County any right, title or interest in and to any vehicles, books or other personal property used in connection with the furnishing of this library service to the citizens of Harrison County unless expressly evidenced by separate written document executed by the City Manager subsequent to the date hereof.

6. Pursuant to section 323.011 of the Texas Local Government Code, either party to the agreement may terminate it by giving the other party six months' written notice of its intention to do so.

7. This agreement shall be for a period of one (1) year, beginning October 1, 2015 and ending September 30, 2016.

WITNESS THE EXECUTION HEREOF, in duplicate, this 8<sup>th</sup> day of October, 2015.

ATTEST:

BY: Debbie Manuel  
Debbie Manuel, Acting City Secretary

CITY OF MARSHALL

BY: Lisa Agnor  
Lisa Agnor, City Manager

ATTEST:

BY: Patsy Cox  
Patsy Cox, County Clerk

HARRISON COUNTY

BY: Hugh Taylor  
Hugh Taylor, County Judge

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND  
HARRISON COUNTY, TEXAS FOR ANIMAL SHELTER SERVICES FOR HARRISON  
COUNTY FOR 2015 - 2016**

**STATE OF TEXAS**

**COUNTY OF HARRISON**

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City of Marshall" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

**WHEREAS**, the City operates Animal Shelter/Impoundment Services in its normal duties for the purpose of reducing general animal control problems in the City, including but not limited to, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; and other related services as prescribed by the Texas Health and Safety Code; and

**WHEREAS**, the County has a need for certain Animal Shelter Services and is not equipped to render such services and the County has historically relied on the City to provide such animal shelter services; and

**WHEREAS**, the City's records indicate that Harrison County citizens, residing outside of the city limits of Marshall, delivered, dropped off, or otherwise deposited animals that were impounded at the Marshall Animal Shelter during the year; and

**WHEREAS**, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to continue to provide Animal Shelter and Impoundment Services to the citizens of the County and the City;

**NOW, THEREFORE** in consideration of the mutual covenants hereinafter set forth, the County and City agree:



**FILE COPY**

**APPROVED** *scb*

1. City of Marshall, through the Marshall Police Department, Animal Control Division, agrees to furnish animal shelter services to the citizens of Harrison County, Texas, for a period of one (1) year, beginning October 1, 2015 and ending September 30, 2016, in accordance with the terms, provisions and conditions as set forth below.
2. The City shall secure and hold certification with the State Health Department for animal control and quarantine services, as evidence of qualification.
3. In consideration of the Animal Shelter services to be provided by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of \$39,100.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$3,258.33. These funds paid by the County must be used by the City of Marshall to operate and maintain the Marshall Animal Shelter and the services provided at that facility.
4. The City of Marshall will furnish and operate an animal shelter facility within the corporate city limits of Marshall for use by Harrison County and City of Marshall residents. The City of Marshall shall provide equipment, at its facility, for deposit of loose, stray or unwanted domestic pets by Harrison County and City of Marshall residents, with such equipment located in a manner as to allow for twenty-four (24) hour placement until disposition. In addition, the City of Marshall Animal Control Division will perform such duties as required within Harrison County to assure proper impoundment of suspected rabid domestic pets or other cats or dogs that have been legally impounded by the Harrison County Animal Control authority. The City's Animal Shelter Services do not include trapping nuisance animals, removal of deceased animals or conducting cruelty investigations.
5. The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of polices and operations of the Marshall Animal Shelter.
6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. Each party specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
7. This agreement shall be for a period of one (1) year, beginning October 1, 2015 and ending September 30, 2016.
8. It is understood and agreed by and between the City and County that either party to this agreement shall have the right to cancel this agreement on the 1<sup>st</sup> day of each month during the term covered by this Agreement, provided that the party desiring to cancel the same shall notify the other party in writing of its desire to cancel this agreement at least sixty (60) days before the desired date of cancellation of same.

WITNESS THE EXECUTION HEREOF, in duplicate, this 9<sup>th</sup> day of October, 2015.

ATTEST:

BY: Debbie Manuel  
Debbie Manuel, Acting City Secretary

CITY OF MARSHALL

BY: Lisa Agnor  
Lisa Agnor, City Manager

ATTEST:

BY: Patsy Cox  
Patsy Cox, County Clerk

HARRISON COUNTY

BY: Hugh Taylor  
Hugh Taylor, County Judge