



Marshall Police Department

Jesus Eddie Campa
Chief of Police

Date: 07/20/2015
To: CITY COMMISSION - CITY MANAGER
LISA AGNOR
From: CHIEF JESUS E. CAMPA
Re: Jail Contract

The following depicts the current status of our jail contract as it is and what it would look like if the new charges would have been implemented in 2014 and 2015. If you look at the numbers, there is almost a 100% increase for the service.

In doing our due diligence, we contacted the following counties to see if it would be feasible to contract with them for jail services: Gregg County, Marion County, and Upshur County. If you look at the formal letter from Gregg County they would agree to house our inmates at a cost of \$40.00 per day as long as we transport inmates to them and pick them up once they are released. This would require officer to be out of the city for a perfect world scenario of 1.5 hours one way and a total of 3 hrs per booking and releasing. This would also require additional wear and tear on patrol units.

Marion County advised that they have no room or desire to hold our inmates, but stated that it would cost \$40.00 a day. Upshur County has yet to return our call. Any scenario that would require us to contract out of county would also require our City Judge to travel to said County to set bail and hear cases.

It is my recommendation that the City Manager Lisa Agnor, City Attorney Todd Fitts, and myself be allowed to negotiate in good faith with the County Judge and Sheriff.

Respectfully,

Chief Jesus E. Campa
Original Signature on file

“Putting our community first”

2015 Jail Charges

Month	# Arrested	Actual Cost	\$28 Fee Cost	\$40 Day Cost	Total Budget Impact	Total Budget Needs
January	47	\$2,880.00	\$1,316.00	\$1,880.00	\$3,196.00	\$6,076.00
February	32	\$1,680.00	\$896.00	\$1,280.00	\$2,176.00	\$3,856.00
March	38	\$2,560.00	\$1,064.00	\$1,520.00	\$2,584.00	\$5,144.00
April	26	\$1,360.00	\$728.00	\$1,040.00	\$1,768.00	\$3,128.00
May	37	\$2,000.00	\$1,036.00	\$1,480.00	\$2,516.00	\$4,516.00
June	25	\$1,040.00	\$700.00	\$1,000.00	\$1,700.00	\$2,740.00
July	36	\$2,360.00	\$1,008.00	\$1,440.00	\$2,448.00	\$4,808.00
August	34	\$2,480.00	\$952.00	\$1,360.00	\$2,312.00	\$4,792.00
September	50	\$3,760.00	\$1,400.00	\$2,000.00	\$3,400.00	\$7,160.00
October	30	\$1,840.00	\$840.00	\$1,200.00	\$2,040.00	\$3,880.00
November	43	\$2,840.00	\$1,204.00	\$1,720.00	\$2,924.00	\$5,764.00
December	32	\$1,520.00	\$896.00	\$1,280.00	\$2,176.00	\$3,696.00
Total	430	\$26,320.00	\$12,040.00	\$17,200.00	\$29,240.00	\$55,560.00



Gregg County Sheriff's Office
Jail Division
Maxey Cerliano, Sheriff

Captain David Reaves
Marshall Police Department
Marshall, Texas
July 19, 2016
Re: Contract Inmate Housing Pricing

Captain Reaves;

The Gregg County Sheriff's Office will house your inmates at a cost of \$40.00 per day. The Marshall Police Department will be responsible for the transportation of inmates to and from Marshall,

If you need further information, please don't hesitate to let me know.

Respectfully;

Jeff Callaway
Administrative Captain / Jail Division
Gregg County Sheriff's Office
101 E Methvin
Longview, Texas



HUGH TAYLOR
HARRISON COUNTY JUDGE

July 14, 2016

Lisa Agnor
City Manager
P.O. Box 698
Marshall, Texas 75670

Jesus E. Campa
Chief, Marshall Police Department
2101 E. End Blvd. North
Marshall, Texas 75670

RE: Jail Contract

Dear Ms. Agnor and Chief Campa:

I had communicated with each of you a couple of months ago regarding the jail contract with the City of Marshall. The Commissioner's Court at their meeting on July 11, 2016 approved to issue notice of termination of existing interlocal agreements between the County of Harrison and the City of Marshall, the City of Hallsville, the City of Waskom, the Marshall I.S.D., the Hallsville I.S.D., and the Waskom I.S.D. for the detention of class c arrestees, and to extend offers for new contracts of detention, pursuant to Chapter 791, Texas Government Code.

I have attached the Notice of Termination of Interlocal Agreement for Detention Services as well as the new contract.

As always, we look forward to working with you.

Yours Truly

A handwritten signature in blue ink, appearing to read "Hugh Taylor", written over a horizontal line.

Hugh Taylor
Harrison County Judge

HT:cg

Attachment: 2

DELIVERED BY EMAIL: Lisa Agnor (lagnor@marshalltexas.net)
Jesus "Eddie" Campa (campa.jesus@marshalltexas.net)

JAIL CONTRACT
BETWEEN
CITY OF MARSHALL AND HARRISON COUNTY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT

COUNTY OF HARRISON

WHEREAS, Chapter 791, Texas Government Code, (the "Act"), encourages and authorizes governmental entities such as municipalities and counties to cooperate in projects of joint and mutual interest and benefit to the parties, especially to avoid duplication of services; and,

WHEREAS, the City of Marshall, Texas, hereinafter called "the City", and Harrison County, hereinafter called "the County", desire to enter into a contract pursuant to the Act for the parties to participate in a consolidated jail facility owned and operated by the County in exchange for consideration paid by the City; and,

WHEREAS, the City, by virtue of this Agreement will close and convert its existing detention facility to other uses, thereby becoming totally dependent upon the County for jail services; and,

WHEREAS, the County is prepared to provide adequate jail space sufficient to accommodate the City's needs during the period of this contract; and,

NOW, THEREFORE,

FOR AND IN CONSIDERATION of the premises, the City of Marshall, Texas, a Texas home rule city, hereinafter called "the CITY"; the County of Harrison, Texas, a political subdivision of the State of Texas, hereinafter called "the COUNTY"; and the Sheriff of Harrison County, Texas, hereinafter called "the SHERIFF," make and enter into this contract on this the 25th day of May, 2010.

WITNESSETH:

I.

The COUNTY and SHERIFF agree with the CITY that henceforth the SHERIFF will house, support, maintain, and confine in the Harrison County Jail, any person arrested or taken into custody by a city police officer charged by complaint before competent authority with an offense under the jurisdiction of the City of Marshall Municipal Court, and any person arrested or taken into custody by a city police officer (the term "city police officer" to include the duly appointed City Marshal of the City) and

committed to said JAIL by a municipal court judge, all said persons being hereinafter called CITY PRISONERS; and such persons shall remain as CITY PRISONERS and the responsibility of the CITY until such time as appropriate charges are filed with the appropriate officials (which charges are to be filed forthwith and immediately), or until such time as the said CITY PRISONERS are released as hereinafter provided in Paragraph II of this CONTRACT.

II.

A. It is mutually agreed between the parties hereto that upon presentation by a city police officer of the CITY PRISONER and one of the following to wit: (1) a signed complaint sworn to before competent authority, (2) a commitment or warrant signed by a municipal court judge, or (3) other legal authority, the SHERIFF will book the CITY PRISONER and his or her property. The term CITY PRISONER shall only include individuals arrested and booked into the County Jail on "fine only" offenses as defined by state law or by City Ordinance.

B. The City shall be responsible for accepting bonds and payment of fines on prisoners arising out of Municipal Court warrants or prisoners brought to the jail by the City's police officers on charges no greater than Class C misdemeanors or City Code violations. The City shall further be responsible for implementing a receipt/release system to enable release of City Inmates from the County jail after payment of such fines or bonds. The County shall assist the City in implementing such a receipt/release system.

C. The SHERIFF further agrees that he will not release from custody, CITY PRISONER who has been placed in the Harrison County Jail until his or her discharge is lawfully ordered, or bail is posted, or until said CITY PRISONER is released to the CITY or other responsible officials or parties.

D. The Sheriff and the City's Chief of Police shall promulgate any further rules of protocol necessary for the interaction of the two agencies under this contract.

III.

A. The City's police officers shall submit proper charging documentation upon presenting an arrested person for incarceration in the County's jail. The City shall assume responsibility for actual arraignment of CITY PRISONERS brought to the jail on "Fine Only" offenses which are filed in the City Municipal Court; provided, however, the County shall assist such arraignment by presenting such prisoners for arraignment at the County's facility.

B. The CITY will be responsible for processing all CITY PRISONERS through its identification procedure, at the time of booking said prisoners into the Harrison

County Jail, but the SHERIFF may, at his option, fingerprint and photograph all CITY PRISONERS booked into the Harrison County Jail.

C. The County shall provide a facility suitable for arraignments by a Municipal Judge of prisoners charged with "Fine Only" offenses which are filed in the City Municipal Court. The City shall be permitted to store a reasonable supply of the City forms at such facility as required to process the City prisoners.

IV.

A. The CITY agrees to furnish and reimburse the COUNTY for costs of all CITY PRISONERS whether they become injured or sick before or after being booked in the Harrison County Jail. As to CITY PRISONERS that are actually lodged in the Harrison County Jail, the SHERIFF agrees that he will summon necessary medical help and transport said prisoners to a hospital when necessary, without undue delay. The SHERIFF'S officer in charge of the shift of the said JAIL will determine, upon presentation of any CITY PRISONER, whether or not at that time the said prisoner shall be transported by the CITY to a hospital.

When it becomes necessary for a City Prisoner, as defined herein, to be hospitalized, the County shall contact the City through its designated representative, as soon as possible, to inform the City of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

The County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

B. The CITY agrees that if a CITY PRISONER willfully, intentionally or knowingly damages or destroys and part of the said JAIL, or contents thereof, the CITY will reimburse the COUNTY for the amount of any such losses sustained by the COUNTY.

C. The CITY agrees to furnish its own peace officer to escort CITY PRISONERS to and from court and its own guards for sick CITY PRISONERS in a hospital.

V.

A. The term of this CONTRACT is for a period of one (1) year from date of its execution.

B. This CONTRACT shall be automatically renewable for additional twelve month terms, each beginning one day after termination of the previous term, unless either party provides a minimum of twelve months advance written notice of intention not to

renew the agreement.

C. This CONTRACT may be terminated upon twelve months written notice by either party delivered to the officer specified herein by the other party to receive notices. This CONTRACT will likewise terminate upon the happening of an event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of CITY PRISONERS.

VI.

A. The City agrees pay to the COUNTY, the sum of Forty Dollars (\$40.00) per day, for each CITY PRISONER booked into the Harrison County Jail. The charge to the City for each prisoner day is hereinafter referred to as the "Fee". A day shall be any part of a calendar day, beginning at 12:00 o'clock A.M. and ending at 11:59:59 o'clock P.M. The Fee shall not be charged for the date of discharge of a prisoner; however, nothing in this sentence shall be construed to waive the Fee for a prisoner who is incarcerated and released within the same initial 24 hour period. (For example, a City Prisoner who is booked in to the County Jail at 8:00 p.m and then is released at 9:00 a.m. the following morning would result in a \$40.00 fee charged to the City.)

B. The County shall submit an itemized invoice for the services provided each month to the City, within the first 10 days of the month immediately following the month services were provided. Invoices will be submitted to the officer of the City designated to receive the same on behalf of the City. The City shall make payment to the County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Harrison County, Texas and shall be remitted to:

Harrison County Auditor
200 West Houston, Room 326
Marshall, Texas 75670

VII.

The CITY agrees, to the extent allowed by law, to save, hold harmless and indemnify the COUNTY and the SHERIFF (and his successors in office) from any claims for damages for which the COUNTY or the SHERIFF may be held liable to or for a CITY PRISONER because of acts or omissions of any CITY employee. The COUNTY agrees to save, hold harmless and indemnify the CITY from any claims for damages for which the CITY may be held liable to or for any CITY PRISONER because of the acts or omissions of any COUNTY employee while said prisoner is in the HARRISON COUNTY JAIL.

VIII.

It is mutually agreed between the parties hereto that in the event of an emergency situation or condition at the Harrison County Jail, which precludes the booking or

keeping of additional prisoners in the said JAIL the SHERIFF may decline to book or keep a CITY PRISONER in the Harrison County Jail.

IX.

This CONTRACT for governmental functions and services which are of mutual concern to the parties hereto is made and entered into pursuant to and as authorized under the provisions of Chapter 791 the Texas Government Code and as otherwise authorized by Law.

Notwithstanding any other provision hereof either party hereto may terminate this contract at any time without cause or reason whatsoever, by giving the other party at least thirty (30) days written notice of the intentions to terminate this agreement mailed to the other party's last known address. Any such termination shall not give rise to any claim for damages of any kind by the other party; which damages, if any, are waived and relinquished.

EXECUTED, in triplicate originals, on this the 25 day of May, 2010.

HARRISON COUNTY, TEXAS

CITY OF MARSHALL, TEXAS

By: [Signature]
County Judge

By: _____
City Manager (As Authorized

Date Signed: _____

Date Signed: _____

[Signature]
Harrison County Sheriff

Chief of Police

Date Approved: 5-25-2010

Date Approved: _____

ATTEST:

ATTEST:

[Signature]
Harrison County Clerk

City of Marshall, City Secretary

**JAIL CONTRACT BETWEEN
CITY OF MARSHALL AND
HARRISON COUNTY**

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT:

COUNTY OF HARRISON

WHEREAS, Chapter 791, Texas Government Code, (the "Act"), encourages and authorizes governmental entities such as municipalities and counties to cooperate in projects of joint and mutual interest and benefit to the parties, especially to avoid duplication of services; and,

WHEREAS, the City of Marshall, Texas, hereinafter called "the City", and Harrison County, hereinafter called "the County", desire to enter into a contract pursuant to the Act for the parties to participate in a consolidated jail facility owned and operated by the County in exchange for consideration paid by the City; and,

WHEREAS, the City, by virtue of this Agreement will close and convert its existing detention facility to other uses, thereby becoming totally dependent upon the County for jail services; and,

WHEREAS, the County is prepared to provide adequate jail space sufficient to accommodate the City's needs during the period of this contract; and,

NOW, THEREFORE,

FOR AND INCONSIDERATION of the premises, the City of Marshall, Texas, a Texas home rule city, hereinafter called the "City"; the County of Harrison, Texas, a political subdivision of the State of Texas, hereinafter called "the County"; and the Sheriff of Harrison County, Texas, hereinafter called "the Sheriff," and the Chief of Police for the City of Marshall, hereinafter called the Chief, make and enter into this contract on this ___ day of _____, 2016.

WITNESSETH:

I. Adult Arrestees

The County and Sheriff agree with the City that henceforth the Sheriff will house, support, maintain, and confine in the Harrison County Jail, any adult person:

- A. Arrested or taken into custody by a city police officer charged by complaint before competent authority with an offense under the jurisdiction of the City of Marshall Municipal Court, and
- B. Any adult person arrested or taken into custody by a city police officer (the term "city police officer" to include the duly appointed City Marshal of the City) and committed to said Jail by a municipal court judge, all said persons being hereinafter called "City Arrestees"; and such person shall remain as City Arrestees and shall remain the responsibility of the City until such time as appropriate charges are filed with the appropriate officials (which charges are to be filed forthwith and immediately), or until such time as the said City Arrestees are released as hereinafter provided in Paragraph II of this Contract.
- C. This Contract does not apply to the detention of Juveniles pursuant to the Texas Family Code, the Texas Criminal Code or the Code of Criminal Procedure. Juveniles must be provided for in a separate contract.

II. Booking Procedure

- A. It is mutually agreed between the parties hereto that upon presentation by a city police officer of the City Arrestee and one of the following to wit: (1) a signed complaint sworn to before competent authority, (2) a commitment or warrant signed by a municipal court judge, or (3) other legal authority, the Sheriff will book the City Arrestee and shall receive for safekeeping his or her property. The term City Arrestee shall only include adult individuals arrested and booked into the County Jail on "fine only" offenses as defined by state law or by City Ordinance, but under detention by way of either (1), (2) or (3) of this paragraph.

- B. The City shall be responsible for accepting bonds and payment of fines on Arrestees arising out of Municipal Court warrants or Arrestees brought to the jail by the City's police officers on charges no greater than Class C misdemeanors or City Code violations. The City shall further be responsible for implementing a receipt/release system to enable release of City Inmates from the County jail after payment of such fines or bonds. The County shall assist the City in implementing such a receipt/release system.
- C. The Sheriff further agrees that he will not release from custody any City Arrestee who has been placed in the Harrison County Jail until his or her discharge is lawfully ordered, or bail is posted, or until said City Arrestee is released to the City or other responsible officials or parties.
- D. The Sheriff and the City's Chief of Police shall promulgate any further rules of protocol necessary for the interaction of the two agencies under this contract.
- E. The City's police officers shall submit proper charging documentation upon presenting an arrested person for incarceration in the County's jail. The City shall assume responsibility for actual arraignment of City Arrestees brought to the jail on "Fine Only" offenses which are filed in the City Municipal Court; provided, however, the County shall assist such arraignment by presenting such Arrestees for arraignment at the County's facility.
- F. The City will be responsible for processing all City Arrestees through its identification procedure, at the time of booking said Arrestees into the Harrison County Jail, but the Sheriff may, at his option, fingerprint and photograph all City Arrestees booked into the Harrison County Jail. Harrison County assumes no liability for any misidentification by City officers of any arrested individual delivered to the County for detention under this contract.
- G. The County shall provide a facility suitable for arraignments by a Municipal Judge of Arrestees charged with "Fine Only" offenses which are filed in the City Municipal Court. The City shall be permitted to store a reasonable supply of the City forms at such facility as required to process the City Arrestees.

III. Health Care

- A. The City agrees to furnish and reimburse the County for costs of all City Arrestees whether they become injured or sick before or after being booked in the Harrison County Jail. As to City Arrestees that are actually lodged in the Harrison County Jail, the Sheriff agrees that he will summon necessary medical help and transport said Arrestees to a hospital when necessary, without undue delay. The Sheriff's deputy or corrections officer in charge of the shift of the said Jail will determine, upon presentation of any City Arrestee, whether or not at that time the said prisoner shall be transported by the City to a hospital.
- B. When it becomes necessary for a City Arrestee, as defined herein, to be hospitalized, the County shall contact the City through its designated representative, as soon as possible, to inform the City of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.
- C. The County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.
- D. The City agrees that if a City Arrestee willfully, intentionally or knowingly damages or destroys and part of the said Jail, or contents thereof, the City will reimburse the County for the amount of any such losses sustained by the County.
- E. The City agrees to furnish its own peace officer to escort City Arrestees to and from court and its own guards for sick City Arrestees in a hospital.

IV. Term of Agreement

- A. The initial term of this Contract is for a period of one (1) year from date of its execution.
- B. This Contract shall be automatically renewable for additional twelve month terms, each beginning one day after termination of the previous term.

C. This Contract may be terminated upon written notice by either party delivered to the officer specified herein by the other party to receive notices. This Contract will likewise terminate upon the happening of an event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of City Arrestees.

D. Notice to the City of Marshall shall be given to:

City Manager, City of Marshall
401 S. Alamo
Marshall, Texas 75670

E. Notice to the County of Harrison shall be given to:

Harrison County Auditor
200 West Houston, Room 326
Marshall, Texas 75670

V. Consideration

A. The City agrees pay to the County, the sum of Sixty-Eight Dollars (\$68.00) for the first day of incarceration, and Forty Dollars (\$40.00) per calendar day for each successive day a City Arrestee housed in the Harrison County Jail. The charge to the City for each prisoner day is hereinafter referred to as the "Fee". A "prisoner day" shall be any part of a calendar day, beginning at 12:00 o'clock A.M. and ending at 11:59:59 o'clock P.M. The Fee shall be charged at the rate of \$68.00 on the initial booking day to cover a one-time administrative fee of \$28.00, and a housing fee of \$40.00. Each successive day of detention until the date of discharge of a prisoner shall be billed at \$40.00 per prisoner day; nothing in this sentence shall be construed to waive the Fee for a prisoner who is incarcerated and released within the same initial 24-hour period

B. The County shall submit an itemized invoice for the services provided each month to the City, within the first 10 days of the month immediately following the month services were provided. Invoices will be submitted to the officer of the City designated to receive the same on behalf of the City. The City shall make payment to the County within thirty (30) days after

receipt of the invoice. Payment shall be in the name of Harrison County, Texas and shall be remitted to:

Harrison County Auditor
200 West Houston, Room 326
Marshall, Texas 75670

VI. Mutual Indemnity

The City agrees, to the extent allowed by law, to save, hold harmless and indemnify the County and the Sheriff (and his successors in office) from any claims for damages for which the County or the Sheriff may be held liable to or for a City Arrestee because of acts or omissions of any City employee. The County agrees to save, hold harmless and indemnify the City from any claims for damages for which the City may be held liable to or for any City Arrestee because of the acts or omissions of any County employee while said prisoner is in the Harrison County Jail.

VII. Emergency

It is mutually agreed between the parties hereto that in the event of an emergency situation or condition at the Harrison County Jail, which precludes the booking or keeping of additional Arrestees in the said Jail the Sheriff may decline to book or keep a City Arrestee in the Harrison County Jail.

VIII. Interlocal Agreement/Termination

This Contract for governmental functions and services which are of mutual concern to the parties hereto is made and entered into pursuant to and as authorized under the provisions of Chapter 791 the Texas Government Code and as otherwise authorized by Law.

Notwithstanding any other provision hereof, either party hereto may terminate this contract at any time without cause or reason whatsoever, by giving the other party at least thirty (30) days written notice of the intentions to terminate this agreement mailed to the other party's last known address. Any such termination shall not give rise to any claim for damages of any kind by the other party; which damages, if any, are waived and relinquished.

Executed, in triplicate originals, on this the _____ day of _____, 2016, in Harrison County, Texas, City of Marshall, Texas.

City Manager
Date Signed:



County Judge
Date Signed: 7/14/2016

Approved as to Form:

Harrison County Sheriff

Chief of Police

Attest:



County Clerk

City Secretary

IN THE COMMISSIONERS COURT
OF
HARRISON COUNTY, TEXAS

NOTICE OF TERMINATION OF INTERLOCAL AGREEMENT
FOR DETENTION SERVICES

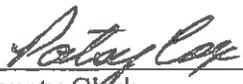
NOW COMES, Harrison County, Texas, by and through its Commissioners Court, and hereby gives the City of Marshall notice of termination, as required by that one certain Interlocal Contract between the County of Harrison and the City of Marshall, for the detention of city arrestees by the County of Harrison, effective thirty (30) days from the date of this Notice.

Date:



County Judge

Attest:



County Clerk