



BAY CITY

MINUTES • DECEMBER 1, 2016

Council Chambers

Regular Meeting

7:00 PM

**1901 5TH STREET
BAY CITY, TX 77414**

1. CALL TO ORDER & CERTIFICATION OF QUORUM

Attendee Name	Title	Status	Arrived
Mark Bricker	Mayor	Excused	
Chrystal Folse	Mayor Pro-Tem	Present	
William Cornman	Councilman	Present	
Julie Estlinbaum	Councilwoman	Excused	
Steven Johnson	Councilman	Present	
Carolyn Thames	Councilwoman	Present	

2. INVOCATION & PLEDGE OF ALLEGIANCE - MAYOR PRO TEM CHRYSTAL FOLSE

Texas State Flag Pledge:

"Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One And Indivisible."

3. PUBLIC COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

No public comment.

4. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL:

1. Contract

DISCUSS, CONSIDER AND/OR APPROVE RENEWING THE CITY PRISONER AGREEMENT BETWEEN THE CITY OF BAY CITY AND MATAGORDA COUNTY.

Captain Robert Lister

Captain Robert Lister informed Council that the contract was a renewal. There was an amendment where a rate adjustment section was added. The contract was reviewed by both the City and County attorney's.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Councilwoman
SECONDER:	William Cornman, Councilman
AYES:	Folse, Cornman, Johnson, Thames
EXCUSED:	Estlinbaum

Enacted and approved this 1st day of December, 2016, at Bay City

5. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Mayor Pro Tem Folse reminded everyone of Christmas in the Park.

6. ADJOURNMENT**AGENDA NOTICES:****Action by Council Authorized:**

The City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code Section 551.071, to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The City Attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.

Attendance By Other Elected or Appointed Officials:

It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be Agenda City Council August 8, 2013 in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Executive Sessions Authorized:

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Monday, November 28, 2016, before 7:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

Rhonda Clegg
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 2480)

Meeting: 12/01/16 07:00 PM
Department: City Secretary
Category: Contract
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2480

**DISCUSS, CONSIDER AND/OR APPROVE RENEWING THE
CITY PRISONER AGREEMENT BETWEEN THE CITY OF BAY
CITY AND MATAGORDA COUNTY.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Councilwoman
SECONDER:	William Cornman, Councilman
AYES:	Chrystal Folse, William Cornman, Steven Johnson, Carolyn Thames
EXCUSED:	Julie Estlinbaum

**PRISONER AGREEMENT
BY AND BETWEEN
MATAGORDA COUNTY AND THE CITY OF BAY CITY, TEXAS**

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MATAGORDA	§	

This Prisoner Agreement ("Agreement") is made and entered into by and between MATAGORDA COUNTY, hereinafter referred to as "COUNTY," by and through its County Judge, pursuant to an order duly passed by the Commissioners Court of the County, and the CITY OF BAY CITY, hereinafter referred to as the "CITY," a municipal corporation organized and existing by virtue of the laws of the State of Texas, by and through its Mayor, pursuant to an order of the Bay City City Council. COUNTY and CITY may be referred to individually as "Party" and collectively as "Parties."

I. RECITALS

WHEREAS, the COUNTY has a Jail Facility located in Bay City, Texas, hereinafter referred to as "COUNTY JAIL FACILITY," and

WHEREAS, the CITY has occasional needs for the COUNTY JAIL FACILITY to be the place of confinement for the incarceration of one or more individuals charged with warrants related to Class "C" misdemeanors;

WHEREAS, the COUNTY and the CITY pursuant to the provisions of the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code, as amended) have determined that it would be in the best interest of the COUNTY and CITY, and the citizens and inhabitants thereof, for the CITY to utilize the COUNTY JAIL FACILITY at a rate of compensation mutually agreed upon;

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

II. DEFINITIONS

The term "Booking Jailer" as used herein, means the COUNTY jailer responsible for booking prisoners into the COUNTY JAIL FACILITY, gathering accurate information, completing paperwork including fingerprinting, and photographing prisoners.

The term "City Police Officer" as used herein, means a police officer of the CITY, a marshal of the CITY, a peace officer commissioned by the CITY or any other person employed by the CITY who is a peace officer under the laws of the State of Texas.

The term "City Prisoner" as used herein, means any individual who is charged by complaint before competent authority, or convicted of Class "C" misdemeanors which are offenses within the jurisdiction of the City Municipal Court or Courts of the City and committed to jail by an Order

of a Magistrate. This definition does not apply to any individual who is convicted or charged with Class "A" or Class "B" misdemeanor. If an individual is charged both with a Class "C" and another type of misdemeanor, that individual will be excluded from this definition and Agreement. However, once a prisoner bonds out on a Class B or higher charge and only has Class C charges pending, the prisoner will be rebooked on the Class C and charged accordingly by the CITY.

The term "day" is defined as follows for the purpose of calculating the fees charged and owed under this Agreement: A "day" is any portion of a twenty-four hour period between the hours of 12:01 a.m. and 11 :59 p.m. Time charged to the CITY for a City Prisoner shall begin when the City Prisoner is "booked." For example, a City Prisoner who is booked at 11:55 p.m. on Tuesday and released at 5:00 a.m. on Wednesday shall be charged for two (2) days under this Agreement. But, if the City Prisoner is accepted in at 11:55 p.m. on Tuesday, booked at 2:00 a.m. on Wednesday, and released at 5:00 a.m. on Wednesday, the CITY shall be charged for just one (1) day under this Agreement.

The term "accepted" is the point in which the Sheriff, or his deputy, is considered to have physical control over the City Prisoner and his/her belongings.

The term "booked" means the process of gathering information, completing the paperwork (including fingerprinting and photographing prisoners) to enter the City Prisoner into the County Jail System and assign a cell.

The term "due date" shall mean the 30th day after the date of billing.

III. TERMS

1. **DURATION:** This Agreement commences on January 1, 2017 and terminates on December 31, 2018, unless terminated earlier as specified herein.
2. **RENEWAL:** This Agreement shall automatically renew for an additional two year period unless either the CITY or the COUNTY terminates by written notice as specified herein.
3. **CUSTODY OF CITY PRISONERS:** Subject to the exceptions in this Agreement, the County Sheriff shall house, support, maintain, and confine in the COUNTY JAIL FACILITY, persons who have been arrested by a City Police Officer and charged or convicted with a Class "C" misdemeanor. It is expressly understood by this Agreement that an individual charged with anything higher than or in addition to a Class "C" misdemeanor is not considered a City Prisoner unless they bond out on the higher charges and rebooked in on the Class "C" misdemeanor charge.
4. **IDENTIFICATION OF CITY PRISONERS:** The CITY shall be responsible for processing all City Prisoners through its identification procedures before booking said prisoner into the COUNTY JAIL FACILITY.
5. **ACCESS TO COUNTY JAIL FACILITY:** The City Police Officers shall have access to the COUNTY JAIL FACILITY through the "Sally port" at the COUNTY JAIL FACILITY for the purpose of booking in and providing transportation to and from City Municipal Court, for

medical care, and for administrative or investigative purposes. After the Sheriff's deputy accepts a City Prisoner, a City Police Officer shall immediately exit the COUNTY JAIL FACILITY Security Area unless specifically requested to remain to assist with the search or restraint of the City Prisoner. Unless special conditions are deemed to exist, City Prisoners shall not be admitted to the COUNTY JAIL FACILITY or released to the custody of City Police Officers during meal times or visitation hours. Any person arrested and taken into custody by a City Police Officer based upon a warrant shall have the validity of the warrant confirmed by the City Police Officer. A copy of the confirmation shall be delivered without delay to the Booking Jailer to be placed in the Hold File for the City Prisoner.

6. **BOOKING CITY PRISONERS:** Booking procedures and transportation to and from the COUNTY JAIL FACILITY shall be in accordance with the rules and regulation promulgated by the County Sheriff.

7. **PROPERTY OF CITY PRISONERS:** The COUNTY shall be responsible for custody of all personal property which is upon the City Prisoner's person at the time of acceptance.

8. **RELEASE OF CITY PRISONERS:**

(a) The COUNTY and the CITY agree that once accepted to the COUNTY JAIL FACILITY, the County Sheriff shall release a City Prisoner only when the discharge of the City Prisoner is lawfully ORDERED by a Magistrate or by any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize the COUNTY or County Sheriff to incarcerate or hold any person contrary to the Constitution, the laws of the State of Texas and the United States of America, or any Rules and Regulations of the Texas Commission on Jail Standards.

(b) The CITY is required to present a completed City Release Order to the COUNTY JAIL FACILITY before a City Prisoner may be discharged or released.

(c) Release exceptions exist only when a City Prisoner is released into the custody of a City Police officer for the purpose of transporting said prisoner to City Municipal Court, for administration or investigative purposes, for medical treatment, or for supervised work in lieu of payment of fine and costs as ordered by the City Municipal Court. The CITY shall be responsible for physically transporting City Prisoners for non-emergency medical care and treatment and all other transportation as hereinabove described.

9. **OVERCROWDED JAIL FACILITY:** The COUNTY shall have the right to refuse to accept any City Prisoner from the CITY when, in the opinion of the COUNTY or County Sheriff, the COUNTY JAIL FACILITY is at capacity and there is a substantial risk that acceptance or admittance would lead to overcrowded conditions.

10. **COMPENSATION:**

(a) Rates: The CITY agrees to pay the COUNTY \$45.00 per day for booking and housing City Prisoners.

(b) Billing and Payment: The COUNTY agrees to provide the CITY with a monthly itemized bill listing all names of City Prisoners who are housed, the case/citation number, the number of days housed (including the date and time of booking and the date and time of release), and the dollar amount owed for each City Prisoner. The CITY agrees to pay said bill within 30 days of receipt of such bill.

(c) Rate Adjustment: Each December during the term of this Agreement, the COUNTY shall present the CITY with a daily cost analysis of housing City Prisoners. If the actual costs exceed the Rate reflected in Section 10(a) above by more than \$5.00 per day, the Rate shall be increased to include the increased cost for the remainder of this Agreement.

(d) Interest Rate: All delinquent amounts shall bear an interest rate as provided by the Texas Prompt Payment Act until paid.

(e) Right of Suspension: The COUNTY shall have the right to suspend this Agreement if the CITY is delinquent on its compensation to the COUNTY under this Agreement for more than 90 days.

11. **MEDICAL SERVICES:**

(a) Prior to Confinement: It is agreed and understood that until such time as a City Prisoner is accepted at the COUNTY JAIL FACILITY by the County Sheriff, or his deputy, the said City Prisoner shall be the sole responsibility of the CITY and the COUNTY shall have no responsibility for medical treatment.

(b) Right to Refuse: The Parties agree that the County Sheriff, or his Booking Jailer in charge of admissions at the COUNTY JAIL FACILITY, shall determine upon presentation of any City Prisoner at the COUNTY JAIL FACILITY whether at that time the City Prisoner may be accepted and committed to the COUNTY JAIL FACILITY or transported to a hospital. The County Sheriff, or Booking Jailer, may refuse to accept an injured or ill City Prisoner when in the judgment of the County Sheriff, or the Booking Jailer, medical attention is necessary before commitment.

(c) The COUNTY will not accept for booking at the COUNTY JAIL FACILITY under any circumstance:

1. Any individual confined to a wheel chair without a wheelchair.
2. Any individual confined to a bed.
3. Any individual who is incapable of feeding, clothing and caring for him/her.
4. Any individual who has a proven past history of heart disease or a disease requiring close medical supervision.
5. Any individual who cannot hear, speak or see.

6. Any individual who is brought directly from a hospital without a hospital release form.

(d) After Confinement: City Prisoners shall receive such medical, psychiatric, and dental treatment when necessary to safeguard their health while housed at the COUNTY JAIL FACILITY. For preexisting conditions, it is expressly agreed and understood that the cost of all such medical treatment, hospitalization, or ambulance service which results from said preexisting condition, injury or disease are strictly the responsibility of the CITY, and should any such expense be incurred by the County, then the CITY shall reimburse the COUNTY.

12. **RECORDS:** COUNTY JAIL FACILITY shall keep all necessary and pertinent records concerning City Prisoners. The records shall include the date and time when each City Prisoner is accepted, booked, and committed to the COUNTY JAIL FACILITY by the County Sheriff, Booking Jailer, or designee. The records shall also include the date and time of his release and any all other information that the law may require of the County Sheriff, Booking Jailer, or designee to keep with regard to City Prisoners. Upon written request, the CITY shall be entitled to receive and be furnished with copies of any report or record associated with City Prisoners.

13. **TERMINATION:**

(a) By Parties: Either party hereunder may terminate this Agreement by giving at least thirty (30) days written notice to the other Party. Any notice permitted or required to be given to the COUNTY hereunder may be given by, hand delivery with signature confirmation, registered or certified United States mail, postage prepaid, return receipt requested, addressed to the following:

Matagorda County Commissioners Court
Attention: County Judge
1700 7th Street, Room 301
Bay City, Texas 77414

Any notice permitted or required to be given to the CITY hereunder may be given by hand delivery with signature confirmation, registered or certified United States mail, postage prepaid, return receipt requested, addressed to the following:

City of Bay City
Attention: Mayor
1901 5th Street
Bay City, Texas 77414

Notices mailed as directed above shall be considered delivered the following day.

(b) Termination for Breach: In the event either Party breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within fourteen (14) days of the aggrieved party giving written notice of breach, then the aggrieved party may terminate the other party's rights under this Agreement and seek equitable or legal remedies.

(c) County Budget: Notwithstanding anything herein to the contrary or that may be construed to the contrary, it is expressly agreed and understood that the COUNTY contemplates providing the services hereunder with the funds budgeted for the operation and maintenance of the COUNTY JAIL FACILITY, that the COUNTY has no funds specifically budgeted or allocated for the performance of this Agreement, and that when and if the COUNTY uses or expends all the funds available for such purpose, the term of this Agreement shall terminate. If this Agreement terminates due to lack of COUNTY funds, then the COUNTY shall notify the CITY of such termination as soon as the COUNTY is aware of the lack of such funds.

14. **GOVERNING LAW:** The CITY and COUNTY agree that the laws, rules and regulations of the State of Texas shall govern in any matter relating to this Agreement.

EXECUTED in duplicate original on this ____ day of December 2016.

CITY OF BAY CITY, TEXAS

MATAGORDA COUNTY

MARK BRICKER,
City of Bay City Mayor

NATE MCDONALD,
Matagorda County Judge

ATTEST:

RHONDA CLEGG,
City Secretary

JANET HICKL,
County Clerk

APPROVED BY:

FRANK "SKIPPER" OSBORNE,
Matagorda County Sheriff

Attachment: Prisoner Agreement - Final (2480 : Prisoner Agreement)