



HARRISON COUNTY JUDGE
RICHARD ANDERSON

TO: Members of the Marshall City Commission

FROM: Harrison County Judge Richard Anderson

DATE: September 1, 2010

RE: Interlocal Agreement

Dear Members of the Marshall City Commission:

I'm writing to you to provide information and documents in response to information and remarks reported in two *Marshall News Messenger* articles this past week and an editorial this past Sunday, August 29, 2010 about the Interlocal Agreement between the City of Marshall and Harrison County.

No one from the County was contacted for information before the publication of these two articles and the Sunday editorial, so I would like to provide the pertinent information to you at this time.

In these two news articles and the Sunday editorial, much has been said publicly about the Interlocal Agreement between the City of Marshall and Harrison County without having been addressed from an administrative or executive level. Specific attention has focused upon the "in-kind" services for road construction. This is a sum of \$16,800 per year, out of the County's \$26 million budget, or .3% of the Road & Bridge budget—or less than 1/10,000th of one percent of the County budget. This should not be a "game changer" for either the City or the County, and should certainly not cause any unnecessary friction between two entities that have worked well together during recent years.

Further, in consideration of the high regard that the County Commissioners' Court has for the City Commission, I feel that certain issues need to be clarified in order that we may then effectively seek a solution to what should be a simple issue, and one which improved communication between staff should help to accomplish. The attached exhibits reflect the following facts.

1. The Commissioners' Court has been fully informed about the City's request to "rollover" the unperformed work from one year to the next. This was taken up in open Court on February 9, 2009, as

reflected in the file attached, and the Court's action and a copy of the resolution was communicated to City officials in correspondence by Ms. Holdeman dated February 18, 2009. No one, including the County Judge has attempted to "shut off" the Commissioners' Court from consideration of the "rollover." Statements to the contrary are simply not accurate.

2. The County fully complied with the Interlocal Agreement's terms in 2007 and 2008 by the reconstruction of Park Street at a cost of some \$33,600 which was completed in October of 2008. This action was communicated to the City in correspondence of the County Engineer to the City dated October 9, 2008. The statement that the County failed to comply with the agreement in "2 or 3 of the last 4 years" is not accurate, and does not reflect the facts.

3. The County Purchasing Agent, Ms. Amy Holdeman forwarded the contract for Fiscal Year 2009 (ie: October 1, 2008 through September 30, 2009) which had been executed by the County on November 24, 2008, and was returned to the County on July 1, 2009, some 7 months after it was delivered. The following year, the contract executed by the County was forwarded to the City on October 13, 2009, and it was returned to the County on August 30, 2010 almost 10 months after it was delivered. As reflected by the recent resignation of a Gregg County Commissioner, apparently under pressure from the Gregg County District Attorney, last week, the failure to have an Interlocal Agreement in place prior to work being done on another public entity's property can have criminal consequences. Thus, there is a need for the prompt return of the contract documents so that both parties can perform under the agreement.

4. The County Engineer's correspondence reflects that there has never been any communication concerning Buck Sherrod Road, but that he first read about this in the Marshall News Messenger. The letter also details how the road designation process has worked in the past, and how there is a need for the City to designate the desired road during the spring, when the road construction plan is being prepared to be presented to the Court, instead of during the summer when the construction program is well under way.

Finally, with the foregoing facts having been clarified by the enclosed correspondence and exhibits, two alternative solutions are proposed which I will be glad to present to the Commissioners' Court following discussion among yourselves as to which alternative you wish to pursue. Obviously, to the extent that you have other proposed solutions, I will be glad to present them to the Court as well.

I look forward to continuing to work with each of you, mindful that in these difficult economic times, it is more important than ever that we work together for the common good of all of the people of Harrison County, whether they reside in or outside the City limits.

A handwritten signature in black ink, appearing to be 'D. J. ...', with a long horizontal line extending to the right.