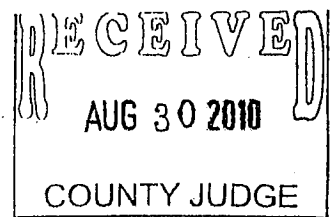


**Exhibit C**  
**Interlocal Agreement**  
**FY 2010**



Interlocal Agreement

HARRISON COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through its County Judge, duly authorized by the Commissioners' Court of Harrison County, hereinafter referred to as "Harrison County", and the City of Marshall, Texas, a municipal corporation, acting by and through its City Manager, duly authorized by the City Commission of Marshall, Texas, hereinafter referred to as "City of Marshall", for and in consideration of the mutual covenants and undertakings herein set forth, have entered into this contract effective as of the date set forth below.

I.  
AMBULANCE/RESCUE SERVICE

1.1. The City of Marshall agrees that if it is notified of any individual that needs ambulance or rescue service, outside the corporate limits of the city, but 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 to such outlying areas for a period of twelve (12) months commencing October 1, 2009 and ending September 30, 2010, and thereafter should this contract be mutually extended.

1.2 In order to avoid duplication of efforts and unnecessary service calls (which impair the City's ability to respond to other calls), prior to notifying the City of Marshall of the need for ambulance or rescue service outside the corporate limits of the city, Harrison County 911 communications personnel shall make the determination of whether to dispatch the City of Marshall's ambulance service or any other EMS provider. If Harrison County personnel initially determine that another EMS provider should be dispatched to a service call in an area outside the corporate limits of the City of Marshall, Harrison County 911 personnel shall utilize best efforts to determine within 90 seconds of the initial contact with the other EMS provider whether or not that EMS provider will be able to respond to the call, and if the other EMS provider will not be able to timely and/or adequately respond, Harrison County 911 personnel will then immediately dispatch the City of Marshall ambulance service and advise the other EMS provider not to respond to the call. In no event shall Harrison County notify the City of Marshall of the need for ambulance or rescue service more than 90 seconds after initiating contact with another EMS service regarding a call.

1.3. 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 this county outside the corporate limits of the City of Marshall, 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.

1.4. 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 of Marshall to those areas outside the corporate limits of the City of Marshall 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 of Marshall, 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.

1.5 The parties hereto stipulate and agree that if the City of Marshall, for any reason, fails to furnish personnel and/or equipment for ambulance or rescue service outside its corporate limits, 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 service, and Harrison County enters into this agreement acknowledging that the City is without any such liability and that the City accepts no such responsibility.

1.6 Harrison County agrees 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 Interlocal 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 the procedure utilized by Harrison County 911 communications personnel in dispatching EMS service to areas outside the corporate limits of the City of Marshall as called for in Paragraph 1.2 above.

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

1.8 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 attached hereto as Attachment "A", and additional copies of the rate schedule are available upon request by Harrison County. Harrison County acknowledges that the furnishing of ambulance and rescue services outside the city limits of the City of Marshall is the responsibility of Harrison County; however, Harrison County shall not be financially liable to the City of Marshall or obligated to reimburse any moneys for charges associated with ambulance and rescue services provided by the City outside the corporate limits of the City of Marshall. For the services provided, the City of Marshall shall invoice the individual patient(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. 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.

## II. MUTUAL FIRE AGREEMENT

2.1 The City of Marshall agrees that if notified of the existence of fire damaging or threatening property located outside of the corporate limits of the City of Marshall, but within the limits of Harrison County, that it will make every reasonable effort to dispatch the appropriate Volunteer Fire Department or it will furnish such fire fighting equipment and personnel as is available and as is deemed necessary by the City of Marshall for the protection of life and property within Harrison County for the period of twelve (12) months, commencing October 1, 2009 and ending September 30, 2010, and thereafter should this contract be mutually extended.

### A) CONDITIONS:

1. City of Marshall will respond to request for fire fighting service immediately (not wait for mutual aid request from Volunteer Fire Department), if a fire poses an imminent life threat. City of Marshall will respond immediately to request for fire fighting service (not wait for mutual aid request from Volunteer Fire Department), if fire suppression is beyond the capabilities of the responsible Volunteer Fire Department; for the purpose of this agreement, if a fire poses an eminent threat to life or property of an industrial or manufacturing concern, it shall be presumed to be beyond the capability of the responsible Volunteer Fire Department.
2. City of Marshall will respond to true mutual aid request from any organized fire department in Harrison County.

### B) TERMS:

The City of Marshall agrees to furnish fire fighting services (up to 24 responses) as specified in this agreement at no cost to Harrison County, save and except replacement cost of chemical foam used in the suppression of out of city fires. It is further understood and agreed that should the City of Marshall exceed twenty-four (24) fire fighting responses during the term of this agreement, the City of Marshall will cease providing the said fire fighting service free of cost to Harrison County. The rate of compensation to the City of Marshall for fire fighting services in excess of twenty-four (24) responses would be determined by negotiations between City of Marshall and Harrison County within thirty (30) days from the date of the twenty-fourth response. If no rate of compensation is agreed to within thirty (30) days from the date of the response, then this agreement shall be null and void as to fire fighting protection only. Notwithstanding the foregoing, should the number of responses not exceed 24 per year, then such non-responses will be carried forward to the following year(s), provided however, that the number of non-responses that shall carryover from one year to the following year shall be limited to five (5). The parties acknowledge

that this Interlocal Agreement is for a term of twelve months and that this section as all sections are reviewed annually and the terms may be adjusted to equalize the benefits of the parties.

2.2. This contract is made pursuant to Government Code Section 791.001 *et. seq.*, and Harrison County agrees that the acts of any person or persons while fighting fires, traveling to or from fires, or in any manner furnishing fire protection to the citizens of this county outside the corporate limits of the City of Marshall, shall be considered as the acts of an agent of the County of Harrison in all respects, notwithstanding such person or persons may be regular employees or firemen of the City of Marshall and the property utilized in that regard is owned by the City of Marshall.

2.3. It is understood and agreed between the parties hereto that the fire protection agreed to be furnished by the City of Marshall outside its corporate limits is necessarily subordinate and secondary to the best interests of the citizens of the City of Marshall and that the determination of whether or not firemen and equipment are available and also the number of firemen and amount of equipment to be sent, if any, in the event of an emergency, must necessarily be left to the discretion of the City of Marshall; and it is agreed that the decision of the Fire Chief of the City of Marshall, or his duly designated representative, in connection with these matters, is final and conclusive.

2.4. It is understood and agreed between the parties hereto that if, for any reason whatsoever, the City of Marshall is unable to complete the dispatching of the appropriate Volunteer Fire Department to the fire in question or does not furnish firemen, equipment and fire protection for property outside of its corporate limits although notified of the existence of said fire, that the City of Marshall shall not be liable in damage or otherwise, for the failure to complete the dispatching of the Volunteer Fire Department or to furnish the same, and Harrison County enters into this agreement with this understanding.

### III.

#### HARRISON COUNTY LIBRARY SERVICE

3.1. City of Marshall, through its department, the Marshall Public Library, agrees to furnish library services to the citizens of Harrison County, Texas (who are not also residents of the City of Marshall), for a period of twelve (12) months beginning October 1, 2009, and ending September 30, 2010, and thereafter should this contract be mutually extended.

3.2. The Director of the Marshall Public Library shall hold and secure, from the State Board of Library Examiners, a certificate evidencing qualification and good standing as a County Librarian.

3.3. The Director of the Marshall Public Library, as a County Librarian, shall furnish free of charge such library services to the citizens of Harrison County, Texas (who are not also residents of the City of Marshall), as are furnished to the citizens of the City of Marshall.

3.4. In all instances where the City of Marshall shall furnish library services to the citizens of Harrison County outside the corporate limits of the City of Marshall, the City of Marshall shall be acting as the agent for Harrison County in all respects even though the person or persons engaging in the furnishing of such service may be regular employees of the City of Marshall and the personal property used to furnish such service is owned by the City of Marshall. This 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.

3.5. In consideration of the Library services to be rendered by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of \$60,800.00. Of the \$60,800.00 figure, \$44,000.00 shall be in cash, and the \$16,800.00 balance shall be covered by the use of heavy equipment as outlined hereafter. The said yearly cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$3,666.70. These cash funds may be used by the City of Marshall in whatever manner it deems appropriate with regard to the continued support of public library services in the City of Marshall and Harrison County.

3.6. The use of heavy equipment owned, operated and furnished by Harrison County shall include, but not be limited to, work performed by bulldozers, motor graders or excavators, and their appropriate operators. In all instances, when Harrison County is furnishing heavy equipment services for the City of Marshall,

Harrison County shall be acting as an agent for the City of Marshall in all respects, even though the person or persons engaging in the furnishing of such services may be regular employees of Harrison County and the personal property used to furnish such services is owned by Harrison County.

3.7. Harrison County shall furnish the City of Marshall with a monthly accounting of the status of this \$16,800.00 mutual aid balance. The prevailing rate schedule for personnel and equipment furnished by Harrison County shall be as follows:

<u>ITEM</u>	<u>COST PER HOUR</u>
A) Bulldozer	\$95.00
B) Motor Grader	\$80.00
C) Trackhoe	\$90.00
D) Backhoe	\$60.00
E) Dump Truck	\$45.00
F) Reclaimer	\$300.00

Any unused portion of the remaining \$16,800.00 mutual aid balance will expire on September 30, 2010, and will not be carried forward beyond the term hereof.

### III HARRISON COUNTY JUVENILE DETENTION CENTER

4.1. Harrison County, through its department, the Harrison County Juvenile Detention Center, agrees to receive, hold, process, feed, guard and care for all juveniles and minors arrested or detained for whatever purposes by the police officers of the City of Marshall, or persons acting under their authority, within the corporate limits of the City of Marshall, for a period twelve (12) months, commencing October 1, 2009 and ending September 30, 2010, and thereafter should this contract be mutually extended, in accordance with terms, provisions and conditions set forth in the section below.

4.2. Harrison County agrees that the acts of any person or persons while engaged in receiving, holding, processing, feeding, guarding or caring for such juveniles or minors and/or in providing such juvenile detention services to the citizens of the City of Marshall shall be considered and constitute the acts of an agent of the City of Marshall in all respects.

4.3. Harrison County understands and agrees that Section IV of this agreement shall be operated under mutual aid status with the City of Marshall and that all services rendered by Harrison County, during the course of this agreement, shall be rendered at no direct monthly or yearly charge to the City of Marshall. These services are provided by Harrison County as part of the consideration for those services provided to it hereunder by the City of Marshall.

### V ANIMAL CONTROL

5.1. City of Marshall, through its department, Animal Control, agrees to furnish animal control services to the citizens of Harrison County, Texas, for a period of twelve (12) months, commencing October 1, 2009 and ending September 30, 2009, and thereafter should this contract be mutually extended, in accordance with the terms, provisions and conditions as set forth below.

5.2. The City of Marshall shall secure and hold certification with the State Health Department for animal control and quarantine services, as evidence of qualification.

5.3. In consideration of the animal control services to be rendered by the City of Marshall, Harrison County agrees to pay, to the City of Marshall the total sum of \$34,000.00. Said yearly sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$2,833.30 each.

5.4. In all instances, where the City of Marshall shall furnish Animal Control services to the citizens of Harrison County outside the corporate limits of the City of Marshall, the City of Marshall shall be acting as an agent for Harrison County in all respects, even though, the person or persons engaging in the furnishing of such services may be regular employees of the City of Marshall and the personal property used to furnish such service is owned by the City of Marshall. This contract and agreement does not vest in Harrison County any

right, title or interest in any vehicles, or other personal property used in connection with the furnishing of this animal control service to the citizens of Harrison County unless expressly evidenced by separate written document executed by the City Manager subsequent to the date thereof.

5.5. The City of Marshall will furnish and operate an animal control 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 24 hour placement. 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.

VI.  
EXCHANGE OF SERVICES

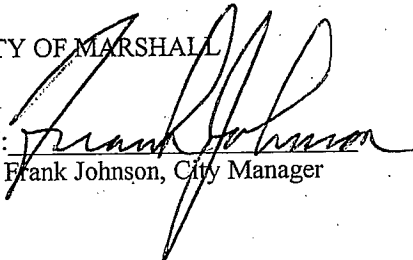
6.1. In addition to the exchange of services set forth above, the City of Marshall and Harrison County are desirous of expressing a spirit of cooperation for other City/County facilities and projects which benefit both Harrison County and City residents. In furtherance of such spirit of cooperation, the City of Marshall will provide to Harrison County, upon request and at such time as such equipment is available, its street-sweeping equipment and personnel to sweep and clean the runways at the Harrison County Airport. The sweeping of the runways with city equipment and city personnel shall be at such times as determined by officials of Harrison County that sweeping of the runways can be conducted without risk of injury to person and/or damage to property, and the City of Marshall shall be acting as the agent for Harrison County in such capacity. In consideration of the services to be rendered by the City of Marshall in the sweeping of the Harrison County Airport, Harrison County will provide and make available its boom ax and operator to assist in clearing the city rights-of-way from brush and undergrowth, and Harrison County, shall be acting as the agent for Harrison County in such capacity. The services rendered by the City of Marshall and Harrison County shall be equated in value to the end that each governmental entity will provide and make available equipment and manpower equal in value to that furnished by the other governmental entity and party to this agreement.

VII.  
TERMINATION

7.1. It is understood and agreed by and between the City of Marshall and Harrison County that either party to this agreement shall have the right to cancel this agreement on the 1st day of each month during the term covered by this contract, 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 60 days before the desired date of cancellation of same.

WITNESS THE EXECUTION HEREOF, in duplicate, effective this 1<sup>st</sup> day of October, 2009.

CITY OF MARSHALL

BY:   
Frank Johnson, City Manager

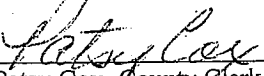
ATTEST:

  
Lisa Agnor, City Secretary

HARRISON COUNTY

BY:   
Richard Anderson, County Judge

ATTEST:

  
Patsy Cox, County Clerk

## EXHIBIT A

# MARSHALL FIRE DEPARTMENT

## CURRENT AMBULANCE CHARGES

October 1, 2009

DESCRIPTION	UNIT PRICE
EMERGENCY OR TRANSFER RATE-BLS	\$450.00 PLUS \$10.50 /MILE
EMERGENCY OR TRANSFER RATE-ALS	\$650.00 PLUS \$10.50 /MILE
EXTRA ATTENDANT	\$100.00
WAITING TIME (PER HOUR)	\$75.00
OVERNIGHT TRANSFER (ADDED TO BASE RATE)	\$150.00
<b>02 AIRWAY</b>	
OXYGEN	\$10.00
O2 MASK / CANNULA	\$5.00
DISPOSABLE BVM	\$25.00
OROPHARYNGEAL AIRWAY	\$1.50
NASOPHARYNGEAL AIRWAY	\$5.00
ENDOTRACHEAL TUBES (includes tube holder)	\$15.00
SUCTION CATHETER	\$7.00
V-VAC SUCTION CARTRIDGE	\$10.00
EOA/PTL	\$50.00
AIRWAY MAINTENANCE	\$20.00
<b>EKG</b>	
CARDIAC MONITORING	\$25.00
DEFIBRILLATION	\$50.00
<b>TRAUMA</b>	
CERVICAL COLLARS	\$25.00
DISPOSIBLE HEAD/IMMOBILIZER	\$8.00
COLD PACK / HEAT PACK	\$7.00
ROLL BANDAGES	\$2.00
OCCLUSIVE DRESSING	\$2.00
NON-OCCLUSIVE DRESSING(4X4, ABD PADS,ETC)	\$2.00
MULTI-TRAUMA PADS	\$5.00
TRIANGULAR BANDAGES	\$2.00
BURN SHEETS	\$5.00
<b>O.B.KIT</b>	
O.B.KIT	\$20.00
<b>POISON KIT</b>	
POISON KIT	\$55.20
<b>I.V. FLUIDS / SYRINGES</b>	
<b>I.V. THERAPY (IV CATH, DRIP SET, START PACK)</b>	
I.V. THERAPY (IV CATH, DRIP SET, START PACK)	\$22.00
<b>I.V. ADMINISTRATION SET (PRIMARY)</b>	
I.V. ADMINISTRATION SET (PRIMARY)	\$16.00
<b>I.V. ADMINISTRATION SET (TRAUMA)</b>	
I.V. ADMINISTRATION SET (TRAUMA)	\$16.00
<b>50% DEXTROSE</b>	
50% DEXTROSE	\$7.00
<b>INSTANT GLUCOSE</b>	
INSTANT GLUCOSE	\$5.00
<b>NORMAL SALINE- 1000 ML</b>	
NORMAL SALINE- 1000 ML	\$10.00
<b>NORMAL SALINE- 500 ML</b>	
NORMAL SALINE- 500 ML	\$8.00
<b>VACUTAINER HUB</b>	
VACUTAINER HUB	\$1.00
<b>ALL BLOOD TUBES - EACH</b>	
ALL BLOOD TUBES - EACH	\$1.00
<b>VACUTAINER NEEDLE</b>	
VACUTAINER NEEDLE	\$1.00
<b>STERILE WATER</b>	
STERILE WATER	\$5.00
<b>NORMAL SALINE (IRREGATION)</b>	
NORMAL SALINE (IRREGATION)	\$5.00
<b>MISC.</b>	
<b>GLOVES</b>	
GLOVES	\$2.00 PR.
<b>INFECTION CONTROL KIT</b>	
INFECTION CONTROL KIT	\$10.00
<b>EMISS BAG</b>	
EMISS BAG	\$3.00
<b>BEDPAN</b>	
BEDPAN	\$6.00
<b>SPIT BASIN</b>	
SPIT BASIN	\$1.00
<b>BITE STICK</b>	
BITE STICK	\$2.00
<b>SPECIAL HANDLING (INCUBATORS,ETC.)</b>	
SPECIAL HANDLING (INCUBATORS,ETC.)	\$10.00
<b>GLUCOMETER STRIP</b>	
GLUCOMETER STRIP	\$1.00

\* EMERGENCY TRANSPORT AND NON-EMERGENCY TRANSFERS ARE FROM POINT OF PICK-UP TO POINT OF DELIVERY.

\*\* WHEN AMBULANCE PERSONNEL ARE DETAINED FOR MORE THAN FIFTEEN MINUTES AT THE POINT OF DELIVERY, A CHARGE OF \$75.00 WILL BE ASSESSED FOR EACH HOUR OF DETAINMENT.

\*\*\* ROUND TRIP TRANSPORTS ARE CONSIDERED TWO (2) INDIVIDUAL AND BILLABLE TRANSFERS.

\*\*\*\* CONTRACTS FOR TRANSFER AMBULANCE SERVICE WILL BE LIMITED TO 60 MILES ONE-WAY MILEAGE.