

MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: August 21, 2015

Subject: Consider approval of the 2015-2016 Interlocal Agreement with Harrison County for Ambulance/Rescue Service

A copy of the proposed 2015-2016 Interlocal Agreement with Harrison County for Ambulance/Rescue Service is attached.

**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 1st 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 ____ day of _____, 2015.

ATTEST:

CITY OF MARSHALL

BY: _____
Deborah Manuel, Acting City Secretary

BY: _____
Lisa Agnor, City Manager

ATTEST:

HARRISON COUNTY

BY: _____
Patsy Cox, County Clerk

BY: _____
Hugh Taylor, County Judge