



City of Grand Island

Tuesday, July 08, 2008

Council Session

Item G11

**#2008-187 - Approving Inter-Local Agreement with County of Hall
for Ambulance Service**

Staff Contact: jim rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: July 8, 2008
Subject: Inter-Local Agreement with Hall County for Ambulance Service
Item #'s: G-11
Presenter(s): Jim Rowell, Fire Chief

Background

The City of Grand Island provides ambulance service to residents of Hall County by way of an inter-local agreement. The current agreement is at the end of its five year term.

Discussion

After discussion with city administration a continuation of the service was proposed to Hall County Board. The Board approved continuing the service using the terms of the agreement and the dollar amount set forth in the new agreement. The new agreement specifies a beginning amount of \$184,641 for the 2008-2009 year and provides for a 3% annual increase thereafter. These funds provide support for operation of the service in the county while the charges to the users continue to be based on the fee schedule adopted by the city each year during the term of the agreement.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve this agreement.

Sample Motion

Move to approve the Inter-local Cooperation Agreement with Hall County for Ambulance service.

**INTER-LOCAL COOPERATION AGREEMENT
COUNTY OF HALL AND CITY OF GRAND ISLAND
AMBULANCE AGREEMENT**

Pursuant to Neb. Rev. Stat., Chapter 13, Article 8, and Neb. Rev. Stat. Section 77-3442, (R.S. Supp. 1997), this Inter-Local Cooperation Agreement is entered into by and between the County of Hall and the City of Grand Island, on the dates indicated below.

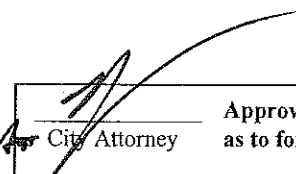

WHEREAS, Neb. Rev. Stat. §13-303 authorizes the Hall County Board to contract with the City of Grand Island to provide ambulance service for Hall County; and

WHEREAS, on August 31, 1967 the County and City adopted an agreement for ambulance services to that part of Hall County located outside the City of Grand Island and have continuously maintained a contract for such ambulance service since that date; and

WHEREAS, the parties agree to continue to contract for ambulance service to that part of Hall County located outside the City of Grand Island.

NOW, THEREFORE, it is hereby mutually agreed by and between Hall County, Nebraska, hereinafter referred to as **County**, and the City of Grand Island, Nebraska, hereinafter referred to as **City**, as follows:

1. **DURATION.** The term of this agreement shall commence on July 1, 2008 and shall continue until June 30, 2013.
2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY; DELEGATION.** There shall be no separate legal or administrative entity created by this Inter-Local Cooperation Agreement. Administration of this agreement is delegated to the Grand Island Fire Department.
3. **PURPOSE.** The purpose of this Agreement shall be to provide ambulance service to those portions of Hall County located outside the boundaries of the City of Grand Island.
4. **MANNER OF FINANCING AND MAINTAINING A BUDGET.** Each party shall adopt and maintain appropriations as required by law to fund its obligations under this Agreement. A separate budget shall not be required of either party by this Agreement.
5. **TERMINATION.** This agreement shall remain in effect and be in force as provided in Paragraph 1 above. Termination prior to that time shall require the mutual consent of both parties.
6. **ADMINISTRATOR.** The Fire Chief of the Grand Island Fire Department is hereby appointed administrator for this cooperative undertaking.

 _____ City Attorney	 _____ County Attorney
Approved as to form	

7. **MANNER OF DISPOSING OF PROPERTY.** It is understood and agreed that all property acquired hereunder is intended to become a part of the public ambulance service and shall be held in the name of the party acquiring the same for such purpose. Property shall be disposed of in accordance with the laws applicable to the party in whose name the property is titled. The proceeds of any such disposal shall be and remain the property of the party disposing of the same.
8. **FURTHER AGREEMENT OF PARTIES.** It is further understood and agreed by and between the parties hereto as follows:

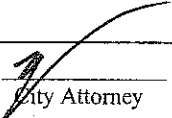

- (A) The contribution to the joint operating costs by the **County** for the next five fiscal years shall be the following amounts:

Fiscal Year	County
07-01-2008 to 06-30-2009	\$184,641
07-01-2009 to 06-30-2010	\$190,180
07-01-2010 to 06-30-2011	\$195,886
07-01-2011 to 06-30-2012	\$201,762
07-01-2012 to 06-30-2013	\$207,815

The **County** will pay to the **City** an amount equal to one-fourth of the **County's** fiscal year total on the first day of August, November, February, and May during the fiscal year with the first payment due August 1, 2008, and the last payment due May 1, 2013.

- (B) The **City** will establish rates for ambulance services in an amount sufficient to fund anticipated budget shortfalls and to establish necessary operating reserves to accommodate fluctuations in the number of ambulance calls and uncollected fees. The rates shall continue to apply equally to all residents of the **City** and **County**. The City will bill all users and responsible third party payors for services provided. The City will be responsible for all billing and collection functions.
- (C) The City's ambulance service will be available to all areas within Hall County. Said services shall be coordinated when and where possible with local fire districts and emergency service providers.
- (D) Unreimbursed costs and fees associated with the transportation of Hall County Jail inmates and detainees will not be billed to the County except to the extent that said unreimbursed costs and fees exceed Twelve Thousand Dollars (\$12,000) per contract year.

Executed on the dates attested below:

 City Attorney	Approved as to form	 County Attorney
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CITY OF GRAND ISLAND, a municipal
Corporation of the State of Nebraska,

Dated _____, 2008

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

COUNTY OF HALL, a Political
Subdivision of the State of Nebraska,

Dated 6/24, 2008

By: W.P. "Bud" Jeffries
W. P. "Bud" Jeffries, Chairperson

Attest: Marla Conley
Marla Conley, Clerk

<u>[Signature]</u> City Attorney	Approved as to form	<u>[Signature]</u> County Attorney
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RESOLUTION 2008-187

WHEREAS, on June 24, 2003, by Resolution 2003-189 the City of Grand Island Hall County approved an Inter-Local Cooperation Agreement with the County of Hall pertaining to the provision of ambulance service within the Hall County area; and

WHEREAS, negotiations between the City and the County have resulted in a recommended Inter-Local Cooperation Agreement for the provision of ambulance service which would set out a yearly contribution by the County through the fiscal year ending June 30, 2013; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-Local Cooperation Agreement between the City of Grad Island and the County of Hall for the provision of Ambulance service to the Grand Island and Hall County area is hereby approved.

Be It Further Resolved, that the Mayor is hereby authorized and directed to execute the agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
July 2, 2008	<input type="checkbox"/>	City Attorney