

City of Scottsbluff, Nebraska

Monday, June 16, 2014

Regular Meeting

Item Resolut.1

Council to consider a Resolution extending the obligation of funding for ambulance services.

Staff Contact: Rick Kuckkahn, City Manager

RESOLUTION _____

Be it resolved by the Mayor and City Council of the City of Scottsbluff, Nebraska that:

1. Effective September 8, 1998, the City of Scottsbluff, the City of Gering, and the County of Scotts Bluff, entered into an agreement for the funding of ambulance services under the Interlocal Cooperation Act, which agreement has been extended on three occasions.
2. Said agreement was last extended for four additional years by Resolution No. 10-7-03 on June 6, 2010 by the Mayor and City Council to be effective through June 30, 2014.
3. Public safety, convenience, and welfare will be enhanced by the continuation of the agreement for an additional period of four years.
4. The City of Scottsbluff now notifies the County Clerk of Scotts Bluff County, Nebraska, and the City Clerk of the City of Gering, Nebraska, of its agreement to continue the obligation of funding ambulance services for an additional period of four years, subject to the same terms and provisions that existed in the agreement of September 8, 1998, which agreement is attached to this Resolution and incorporated by this reference. This obligation will continue through June 30, 2018.
5. This resolution shall become effective immediately upon its adoption.

Passed and approved 16th day of July, 2014.

MAYOR

Attest:

CITY CLERK

“SEAL”

**AGREEMENT FOR THE FUNDING OF AMBULANCE
SERVICES WITHIN SERVICE AREA UNDER THE
INTERLOCAL COOPERATION ACT**

THIS AGREEMENT, made and entered into this 8th day of September, 1998, by and between the County of Scotts Bluff, the City of Scottsbluff and the City of Gering, all being governmental subdivisions of the State of Nebraska:

A. Definitions:

1. SERVICE AREA shall be defined as that area of the State of Nebraska, comprised within the boundaries of Scotts Bluff County, Nebraska, and that area comprised within the boundaries of the corporate limits of the cities of Scottsbluff and Gering, Nebraska.

2. AMBULANCE SERVICES, as used herein, shall be those services agreed to be performed by Valley Ambulance Service, Inc. in that certain agreement under date of the 1st day of July, 19⁹⁸, a copy of which agreement, marked Exhibit A, is attached to this Agreement for purposes of information only. It is understood that the cities of Scottsbluff and Gering, Nebraska, are contracting herein only for the purpose of reimbursing the County of Scotts Bluff, in part, for the cost of service for which the letter has assumed liability under the agreement marked Exhibit A and that none of the parties hereto does by these presents assume any liabilities to or in favor of any person or governmental agency in connection with the operation of the ambulance services provided for in such agreement.

3. INTERLOCAL COOPERATION ACT shall refer to the act set forth in sections 13-801 to 13-827, inclusive, R.R.S. Nebraska 1943, as amended.

B. Scope and purposes:

1. There is presently existing in Service Area an urgent need for the furnishing of ambulance service which will comply with Federal Requirements for the reason that various fire departments and allied rescue services have ceased to operate in this area. That the contracting parties herein are desirous of funding the contracting for such services in the Service Area.

2. Scotts Bluff County has contracted for such services, agreeing to pay therefore a specified sum and the other contracting parties herein agree to pay certain sums.

3. The contracting parties, and each of them, have complied with the provisions of section 13-303 R.R.S. Neb. 1943, as amended, having held public hearings and giving notice required by law and the various governing boards of the contracting parties have determined that the funding of such Ambulance Service in the Service Area is necessary.

C. Interlocal Cooperation Agreements:

1. The term of this agreement shall extend from July 1, 1998 to and including June 30, 2002. Prior to June 30, 2002, the contracting parties herein will negotiate further concerning the continuation of such service. In the event that negotiations are not had and the contracting parties herein desire to continue with the plan and funding herein set forth, then the governing bodies of the contracting parties shall notify the County Clerk of Scotts Bluff County, Nebraska, by resolution, thirty days prior to July 1, 2002, of their intention to continue the obligation of funding of said Ambulance Services for a period of four years from July 1, 1998 to June 30, 2002, and that this agreement may be continued for like periods of time thereafter by the same such notification. It is understood, however, that the contract set forth in Exhibit A, has a provision for cancellation upon ninety (90) days notice; that this agreement is subject to that provision, so that in the event the agreement between Contractor and Scotts Bluff County is terminated or canceled for any reason, the obligations as between the contracting parties herein shall likewise terminate.

2. No separate legal or administrative entity is created by this agreement. Payments shall be distributed by appropriate county officer - 13-805 (4) (a) requires an administrator or joint board responsible for the administering the undertaking.

3. For the purpose of funding the cost of the service to be supplied by Valley Ambulance Services, Inc. under the agreement marked Exhibit A, the parties hereto, other than the County of Scotts Bluff, shall pay to the County of Scotts Bluff the following amounts at the following times:

- a. The City of Scottsbluff, Nebraska, shall pay the sum of \$10,564.44 per year.
- b. The City of Gering, Nebraska, shall pay the sum of \$3,794.76 per year.

IN WITNESS WHEREOF the parties hereto have executed this agreement the 8th day
of September, 198.

SCOTTS BLUFF COUNTY
BOARD OF COMMISSIONERS

Barbara Eisenach
Barbara Eisenach, Chairman

Ed Martin
Ed Martin

Carol L. Johnson
Carol L. Johnson

ATTEST:

Vera Dulaney
Vera Dulaney, County Clerk



ATTEST:

City Clerk

ATTEST:

City Clerk

Esther J. Benson

Roger L. Green

CITY OF GERING, NEBRASKA

Mayor

CITY OF SCOTTSBLUFF, NEBRASKA

Mayor

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SCOTTS BLUFF COUNTY
BOARD OF COMMISSIONERS

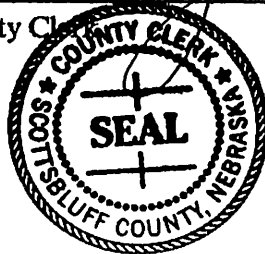
Barbara Eisenach
Barbara Eisenach, Chairman

Ed Martin
Ed Martin

Carol L. Johnson
Carol L. Johnson

ATTEST:

Vera Dulaney
Vera Dulaney, County Clerk



Esther J. Benson

Roger L. Green

CITY OF GERING, NEBRASKA

Douglas C. Lutz
Mayor



ATTEST:

Pamela K. Richter
City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA

Mayor

ATTEST:

City Clerk

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Barbara Eisenach, Chairman

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ATTEST:

Vera Dulaney
Vera Dulaney, County Clerk



Esther J. Benson

Roger L. Green

CITY OF GERING, NEBRASKA

Mayor

ATTEST:

City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA

Mark Huns
Mayor

ATTEST:

Linda N. Huns
Deputy City Clerk

