## INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HALL AND THE CITY OF GRAND ISLAND FOR AMBULANCE SERVICE

WHEREAS, pursuant to the Nebraska Interlocal Cooperation Act codified at Article 8, Chapter 13 and §§13-303 and 77-3442 of the Nebraska Revised Statutes, the County of Hall (County) and the City of Grand Island (City) do hereby enter into an Interlocal Cooperation Agreement (Agreement) for the City to provide ambulance service for that part of Hall County not within the boundaries of the City of Grand Island; and

WHEREAS, on August 31, 1967 the Parties entered into an initial agreement for ambulance service for that part of Hall County not within the boundaries of the City of Grand Island; and

WHEREAS, since 1967 the Parties have renewed that agreement periodically; and

WHEREAS, effective July 1, 2021, the Parties renewed that agreement for a period of one (1) year ending on June 30, 2022; and

WHEREAS, the Parties wish to again renew their agreement as set forth herein for the City to provide ambulance service for that area of Hall County not located within the corporate boundaries of the City of Grand Island.

NOW, THEREFORE, the Parties do hereby set forth the terms of their Interlocal Cooperation Agreement for the City to provide ambulance service for that area of Hall County not located within the corporate boundaries of the City of Grand Island as follows:

I.

The duration of this Agreement shall be for two (2) years commencing on July 1, 2022 and ending on June 30, 2024.

II.

The City shall provide emergency ambulance service to support emergency medical and ambulance transportation services provided by rural fire districts for that area of Hall County not located within the corporate boundaries of the City of Grand Island. That area is not static and may change during the duration of this Agreement as a result of annexation of territory by the City.

III.

The Parties shall not create any separate legal entity for the purpose of administering this Agreement. The administration of this Agreement is delegated to the City. The City's authority to manage its ambulance service, bill for that service, and retain the revenue generated by that

service remains in full force in all instances unless specifically stated otherwise by the terms of this Agreement.

IV.

There shall be no joint method for the Parties to finance the administration of this Agreement. The Parties shall adopt and maintain appropriations to fund their respective financial obligations under this Agreement.

V.

The Parties shall not create any joint fund or acquire joint property for the administration of this Agreement.

VI.

The Grand Island Fire Chief shall be the Administrator of this Agreement.

VII.

The County's annual financial obligations to the City pursuant to the two-year term of this Agreement are as follows:

July 1, 2022 through June 30, 2023 - \$225, 223.00; July 1, 2023 through June 30, 2024 - \$236,484.00.

The annual amounts shall be paid in four equal installment payments of one-fourth the annual amount due on the following dates of each respective annual period:

August 1, November 1, February 1, and May 1.

Any ambulance service to the Hall County Jail shall be billed to the County separately in accordance with the City's ambulance fee schedule. The County's financial obligation for ambulance service to the Hall County Jail shall be in addition to the quarterly payments listed above.

VIII.

The City sets ambulance rates at its discretion. Fees charged to individuals for emergency medical service that originate outside of the corporate boundaries of the City of Grand Island will be billed to the patient, patient's guardian, or other responsible party. Individuals receiving ambulance service will be billed based on the City of Grand Island fee schedule. Any revenue received as a result of providing emergency medical services to patients will be the sole property of the City of Grand Island.

## IX.

The terms of this Agreement shall not be altered or amended unless done so in writing with the approval of both the governing bodies of the Parties.

X.

This Agreement may be terminated by either Party for any reason or no reason upon the approval of such action by the governing body of either Party with a minimum of thirty (30) days notice to the other Party.

By

WITNESS OUR HANDS

COUNTY OF HALL

ATTEST:

Marla I. Conley Hall County Clerk

CITY OF GRAND ISLAND

Roge G. Steele, Mayor City of Grand Island

Ron Peterson, Chairperson

Hall County Board of Commissioners

ATTEST:

Grand Island City Clerk

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Sara Carstensen, Deputy Hall County Attorney

Stacy Nonhof, Interim City Attorney