

EXECUTIVE ORDER

NO. 082864

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

The attached contract is for the City of Lincoln, Lincoln Fire & Rescue response between the rural fire districts, villages, and cities for response into the county area. This contract is hereby approved and I have executed the same on the behalf of the City.

The City Clerk is directed to return two copies of the contract to Dan Wright, Training Division at Lincoln Fire & Rescue, one of which is for Greg Hall, LCEMS Committee Chair.

Dated this 22nd day of Jan, 2010.

Chris Beutler, Mayor

Approved as to form & Legality:

City Attorney

Approved:

Fire Department

Approved:

Finance Department

**AGREEMENT BETWEEN THE RURAL FIRE DISTRICTS AND VILLAGES
AND THE CITY OF LINCOLN**

THIS AGREEMENT, made and entered by and between the Rural Fire Districts and Villages enumerated herein, and in Attachment A, hereinafter collectively referred to as "Fire Districts" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City"

WHEREAS, Neb. Rev. Stat. §35-514.02 provides that a rural and suburban fire protection district may establish an emergency medical service, including the provision of scheduled or unscheduled ambulance service, . . . may enter into agreements under the Interlocal Cooperation Act and the Joint Public Agency Act for the purpose of establishing an emergency medical service . . . , may contract with any city, person, firm, corporation, or other fire protection district to provide such services, may expend funds of the district, and may charge a reasonable fee to the user; and

WHEREAS, Neb. Rev. Stat. §13-303 provides that [T]he governing bodies of cities and villages may establish an emergency medical service, including the provision of scheduled and unscheduled ambulance service, as a governmental service either within or without the county or municipality, as the case may be. . . . [T]he governing body may contract with any city, person, firm, or corporation licensed as an emergency medical service for emergency medical care by out-of-hospital emergency care providers. Each may enter into an agreement with the other under the Interlocal Cooperation Act or Joint Public Agency Act for the purpose of establishing an emergency medical service or may provide a separate service for itself; and

WHEREAS, the Fire Districts desire to ensure that there is Emergency Ambulance Service and Advanced Life Support (ALS) services within the Fire Districts; and

WHEREAS, the Fire Districts have caused to be prepared, in accordance with law, Specifications, and other Contract Documents for the Emergency Ambulance Services herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Emergency Ambulance Services, to-wit:

**LANCASTER COUNTY, NEBRASKA, EMS COMMITTEE REQUEST FOR
PROPOSAL - AMBULANCE SERVICES;** and

WHEREAS, the City, in response to such advertisement, has submitted to the Fire Districts, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the Fire Districts have opened, examined, and canvassed the Proposals submitted in response to such advertisement and as a result of such canvass has determined and declared the City to be the best choice for the said Emergency Ambulance Services. A copy of the City's Proposal submitted to the Lancaster County Mutual Aid Association on May 28, 2008 is attached to and made a part of this Contract; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 et seq. (Reissue 1997), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the Lincoln Fire Department is charged with the responsibility of providing Emergency Ambulance Service in the City of Lincoln, Nebraska; and

WHEREAS, the Fire Districts and the City agree that it is mutually beneficial to provide Emergency Ambulance Service to all areas of the Fire Districts; and

WHEREAS, the City of Lincoln is willing to have the Lincoln Fire Department provide Emergency Ambulance Service to all areas of the Fire Districts; and

WHEREAS, the Fire Districts desire to contract with the City for the Emergency Ambulance Service provided by the Lincoln Fire Department and supported by the resources of the Lincoln Fire Department, as dedicated in 2006; and

WHEREAS, the Fire Districts are willing to contract for the rendition of Emergency Ambulance Services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

The City, on behalf of the Lincoln Fire Department, agrees to provide Emergency Ambulance Service outside the corporate limits of the City and within the borders of Fire Districts to the extent and in the manner hereinafter set forth:

1) The City shall provide Emergency Ambulance Service, and the readiness to provide such service, outside the Lincoln City limits, but within the boundaries of each of the Fire Districts and parties listed in Attachment "A" and as diagramed in Attachment "D". The City agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities which are necessary for the performance of Emergency

Ambulance Service in the Fire Districts, except as provided in paragraph 6(a)(4) of this agreement; (b) furnish all materials, supplies, and equipment specified to be incorporated into and which are necessary for the performance of Emergency Ambulance Service in the Fire Districts, except as provided in paragraph 6(a)(4) of this agreement (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all services and work included in and covered by the Fire Districts award of this Contract to the City, such award being based on the acceptance by the Fire Districts of the City's Proposal, a copy of which is attached to and made a part of this Contract. For purposes of this Agreement, Emergency Ambulance Service shall mean causing a response to a request, through the Lincoln-Lancaster County Communications Center (911) for service, when called upon to respond per the EMS Response Dispatch Schedule maintained by the Lincoln-Lancaster County Communications Center, attached hereto, and incorporated herein, as Attachment B.

2) All matters relating to the duties, standards of service, discipline of employees, rendition of performance, training and other such matters incident to the performance of this Agreement and the personnel employed in the performance of this Agreement shall be under the exclusive control of the City. In exercising this control, the City shall give due consideration to those complaints and reasonable requests of the Fire Districts which are properly brought to its attention.

3) The City and its agencies shall assume responsibility for supplying all supervision of its employees and agents, and will not be responsible for the supervision of the employees and agents of the Fire Districts. The City shall be responsible for supplying all materials, communications and equipment, (including vehicles) which are necessary for the performance of Emergency Ambulance Service in the Fire Districts. Maintenance and replacement of vehicles and all other equipment used in the performance of Emergency Ambulance Service shall be pursuant to Lincoln Fire Department policy and procedure and all laws, rules and regulations that govern the maintenance and replacement of emergency ambulance vehicles and equipment.

4) The City warrants that it and its employees, representatives, consultants and subcontractors shall abide by all the laws, rules and regulations that govern the practices and procedures under which the City or its employees, representatives, consultants and subcontractors is/are licensed and shall act within the parameters of all applicable ethical and professional standards in providing the services.

5) The City agrees that it, and its employees, representatives, consultants and subcontractors, at all times during the contract, shall be properly licensed and/or certified to provide the services they perform pursuant to this agreement.

6) The City shall be paid separately by each Fire District according to the specific amounts allocated to each Fire District as provided in Attachment C. The City shall be paid in four (4) quarterly payments as follows: Each separate Fire District shall pay the City one-fourth (¼) of the specific amount allocated to such Fire District as provided in Attachment C, on December 15, 2009; March 15, 2010; June 15, 2010; and August 31, 2010. Each Fire District shall not be responsible or jointly and severally liable for the financial obligations and amounts due by any other Fire District pursuant to this agreement. Should this Agreement be terminated, each Fire District shall only be responsible for payment of services that have been provided up to the date of termination.

a) Additionally the parties agree and acknowledge the following:

1. The City will bill the “financially responsible party” when a transport occurs in a City ambulance and shall retain all amounts collected therefrom. The “financially responsible party” shall not include the Fire Districts, and the Fire Districts shall not be billed when a transport occurs in a City ambulance, unless the Fire Districts are the “financially responsible party” pursuant to law. Nothing in this agreement shall limit any rights or remedies that the City may have or choose to exercise in collection of any amounts due from the “financially responsible party”;
2. When the City intercepts and a transport is done in an ambulance not owned by the City, the transporting agency will bill the financially responsible party (patient) as they deem appropriate and will retain all collected amounts there from;
3. The response by the City outside the boundaries of the Fire Districts listed in Attachment A will be subject to available resources on a mutual aid basis;
4. The parties will determine a mutually acceptable means of sharing supplies and equipment, in keeping with federal guidance on the issue, in order to create the most efficient and effective patient care system.
5. Obligations for each Fire District have been developed using the methodology in Attachment E and all parties agree that Attachment E shall replace Sections 21 and 22.3 in the City’s response to the request for proposals;
6. All parties agree to changes that the reporting requirements as originally agreed to in Section 5.6 of the City’s response to the request for proposals and shall be modified as set for in Attachment F. A sample of said reporting requirement is provided in Attachment G.
7. Nothing in this agreement shall limit the Fire Districts from entering into agreements with other mutual aid departments.

7) The term of this Agreement shall be from September 1, 2009 to August 31, 2010, unless terminated by either party.

8) The City or the Fire Districts may terminate this agreement at any time and for any reason, with or without cause, upon providing the other party written notice of such termination not less than thirty (30) days prior to the effective date of termination.

9) Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, employees, and agents from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, employees, or agents.

10) It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the Fire Districts and employees of the Fire Districts shall not be deemed to be employees of the City. The City and the Fire Districts shall be responsible to their respective employees for all salary and benefits. Neither the City's employees nor the Fire Districts' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. City shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation. Fire Districts shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation. The parties acknowledge that some Lincoln Fire Department personnel, during their off duty hours, work in a volunteer or paid capacity with the Fire Districts. The City shall not be responsible for the payment of salary and benefits, including workers compensation, for such personnel while they are off duty from the Lincoln Fire Department and are performing services in a volunteer or paid capacity for the Fire Districts.

11) Neither the Fire Districts nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to the Agreement. The foregoing notwithstanding, it is understood that the City may cause the services

to be provided hereunder by use of contractors as allowed under State law or Section 7.08.010 of the Lincoln Municipal Code.

12) If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13) Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

14) The validity, construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

15) By incorporation, this Agreement requires the City to achieve certain response time goals, as set forth in the City's Proposal including sections 5.1 and 5.2. This Agreement does not require that on each particular call a particular response time be achieved. Rather, this Agreement is intended to provide objective standards for purposes of evaluating, on a system-wide basis, the proficiency of the service being provided. This Agreement is not intended to and does not waive any immunities or defenses otherwise available to the parties, its employees, agents, or volunteers through city, state, or federal law, including but not limited to defenses and immunities set forth in the Emergency Medical Services Act and the Nebraska Political Subdivisions Tort Claims Act.

16) The Fire Districts shall use reasonable efforts to inform the City of road, weather, bridge, or other conditions affecting the City's response to a request for service.

17) The Contract Documents comprise the Contract, and consist of the following:

1. This Contract Agreement
2. Attachments A thru G
3. The City of Lincoln, Nebraska and Lincoln Fire and Rescue Proposal for Lancaster County Ambulance Service, Submitted May 28, 2008; Responses to Questions, dated June 17, 2008, from Chief Niles Ford; and responses to Addendum #1..
4. The Lancaster County, Nebraska, EMS Committee Request for Proposal - Ambulance Services and Addendum #1.

This Contract Agreement, together with the other Contract Documents listed above from this Contract, and are a part of the Contract as if hereto attached. The parties agree that the terms and condition of this Contract Agreement shall prevail and govern in the case of any inconsistent terms that appear in the other Contract Documents. In the event of silence or ambiguity in the Contract Agreement, the Contract Documents shall be referred to in the prioritized order listed above.

The City and the Fire Districts hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTED this 22nd day of Jan., 2009, by the City of Lincoln.

ATTEST:

Joan E. Rose
City Clerk



CITY OF LINCOLN

Chris Beutler
Chris Beutler, Mayor of Lincoln

EXECUTED this 17th day of AUGUST, 2009, by the City of Waverly.

CITY OF WAVERLY

LANCASTER COUNTY, NEBRASKA

BY: Mik Waverly

TITLE: MAYOR - CITY OF WAVERLY

EXECUTED this 10 day of Aug, 2009, by the Bennet Rural Fire District of
Lancaster County, Nebraska.

BENNET RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY:  _____

TITLE: President _____

EXECUTED this 18th day of Aug, 2009, by the Firth Rural Fire
District of Firth County, Nebraska.

FIRTH RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: 

TITLE: Board Member

EXECUTED this 10th day of August, 2009, by the Hickman Rural Fire District
of Lancaster County, Nebraska.

HICKMAN RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: Michael S. Mitchell

TITLE: Vice-President

* As approved by Fire Board on July 13th, 2009

EXECUTED this 20 day of August, 2009, by the Malcolm Rural Fire District
of Lancaster County, Nebraska.

MALCOLM RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: Dewey Cook Dewey Cook

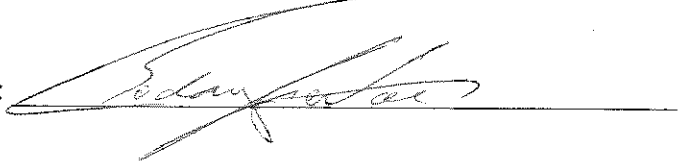
TITLE: Fire Board President

EXECUTED this 5 day of AUGUST, 2009, by the Raymond Rural Fire District
of LANCASTER County, Nebraska.

RAYMOND RURAL FIRE DISTRICT OF

LANCASTER COUNTY, NEBRASKA

BY:

A handwritten signature in black ink, appearing to read "Edouard", is written over a horizontal line.

TITLE: CHAIRMAN

EXECUTED this 23 day of November, 2009, by the Southeast Rural Fire District of hampcaster County, Nebraska.

SOUTHEAST RURAL FIRE DISTRICT OF

hampcaster COUNTY, NEBRASKA

BY: Donald C. Olson

TITLE: President

EXECUTED this 20 day of August, 2009, by the Southwest Rural Fire District
of Lancaster County, Nebraska.

SOUTHWEST RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: Philp Dally

TITLE: Chief

EXECUTED this 10 day of August, 2009, by the Hallam Rural Fire District
of Lancaster County, Nebraska.

HALLAM RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: Roger A. Koch

TITLE: President

EXECUTED this 22 day of July, 2009, by the Ceresco Rural Fire District
of Saunders County, Nebraska.

CERESCO RURAL FIRE DISTRICT OF

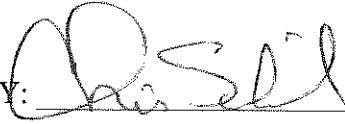
Saunders COUNTY, NEBRASKA

BY: Russel L. Swanson

TITLE: Pres

EXECUTED this 25 day of August, 2009, by the Village of Adams.

VILLAGE OF ADAMS

BY: 

TITLE: Village Chairman

EXECUTED this 01 day of Sept, 2009, by the Village of Clatonia

of Lang County, Nebraska.

VILLAGE OF CLATONIA, OF

Lang COUNTY, NEBRASKA

BY: [Signature]

TITLE: Clatonia Reserve Product

EXECUTED this 14 day of Sept, 2009, by the Cortland Rural Fire
District of Lago Lancaster County, Nebraska.

CORTLAND RURAL FIRE DISTRICT OF


Lago Lancaster COUNTY, NEBRASKA

BY: Larry J. Williams

TITLE: President

EXECUTED this 20 day of July, 2009, by the Village of Douglas.

VILLAGE OF DOUGLAS

BY: 


TITLE: Chair Person

EXECUTED this 29 day of September, 2009, by the Village of Greenwood
of Cass County, Nebraska.

VILLAGE OF GREENWOOD OF

Cass

COUNTY, NEBRASKA

BY: 

TITLE: Chair person

EXECUTED this 13th day of August, 2009, by the Village of Palmyra.

VILLAGE OF PALMYRA

BY: Jeri Edwards

TITLE: Chairperson

EXECUTED this 9th day of September, 2009, by the Valparaiso Rural Fire District
of Saunders County, Nebraska.

VALPARAISO RURAL FIRE DISTRICT OF

Saunders COUNTY, NEBRASKA

BY: Clyde E. Nelson

TITLE: PRESIDENT

EXECUTED this 10th day of September, 2009, by the Elmwood Rural Fire District
of CASS County, Nebraska.

ELMWOOD RURAL FIRE DISTRICT OF

CASS COUNTY, NEBRASKA

BY: *Mike Kraus*

TITLE: *President*

ATTACHMENT A

1. City of Waverly
2. Bennet Rural Fire District
3. Firth Rural Fire District
4. Cortland Rural Fire District
5. Village of Clatonia
6. Hickman Rural Fire District
7. Malcolm Rural Fire District
8. Raymond Rural Fire District
9. Southeast Rural Fire District
10. Southwest Rural Fire District
11. Hallam Rural Fire District
12. Ceresco Rural Fire District
13. Village of Adams
14. Village of Douglas
15. Village of Greenwood
16. Village of Palmyra
17. Valparaiso Rural Fire District
18. Elmwood Rural Fire District

Attachment B

| FRD | FIRE/GR | MEDICAL TRANSPORT | | AUTO | | SC5 | SPLIT RESPONSE BOUNDARIES | RSRV MED | |
|--|-----------|--|-------------------|------|-----------|-----|--|----------|--|
| | | BLS (RA) | ALS (PA) | ALS | | | | | |
| ADAM | ADAM1...5 | ADAM10 | M6 M8 M7 M2 M5 M3 | | D E | Y | | | |
| ASHL | ASHL1...5 | ASHL10 ASHL11 | | | NO ALS | Y | | M21 M25 | |
| BENN | BENN1..5 | LFR see ALS | M6 M7 M8 M2 M5 M3 | | A B C D E | Y | | | |
| BENNSE | BENN1..5 | SE11 SE12 | M6 M7 M8 M2 M5 M3 | | D E | Y | Automatic Mutual Aid Response | M25 M21 | |
| | SE1..5 | | | | | | FOLLOWS Bennet and SE boarder | | |
| CERE | CERE1..5 | CERE10 CERE11 | M5 M2 M7 M3 M8 M6 | | D E | Y | | M25 M21 | |
| CLAT | CLAT1..5 | CLAT10 | M6 M8 M7 M2 M5 M3 | | D E | Y | | M21 M25 | |
| CORTB | CORT1..5 | CLAT10 | M6 M8 M3 M7 M2 M5 | | D E | Y | S of Gage Rd | M25 M21 | |
| CORTC | CORT1..5 | HALL11 | M6 M8 M3 M7 M2 M5 | | D E | Y | N of Gage Rd | M25 M21 | |
| CRET | CRET1..5 | CRET10 CRET11 | | | NO ALS | Y | | M25 M21 | |
| DOUG | DOUG1..5 | DOUG10 | M6 M8 M7 M2 M5 M3 | | D E | Y | | M21 M25 | |
| EAFD | EAGL1..5 | EAGL10 | | | NO LFR | Y | | | |
| | ALVO1..5 | ALVO10 | | | | | | | |
| FIRTB | FIRT1..5 | ADAM10 | M6 M8 M7 M2 M5 M3 | | D E | Y | S of Gage Rd/Hick1 to all cfs fire/ems | M25 M21 | |
| FIRTC | FIRT1..5 | DOUG10 | M6 M8 M7 M2 M5 M3 | | D E | Y | N of Gage Rd, E of 134th/Hick1 to all cfs fire/ems | M25 M21 | |
| FIRTD | FIRT1..5 | HALL11 | M6 M8 M7 M2 M5 M3 | | D E | Y | N of Gage Rd, W of 134th/hick1 to all cfs fire/ems | M25 M21 | |
| FIRTS | FIRT1..5 | HALL11 | M6 M8 M7 M2 M5 M3 | | D E | Y | Lakeview Nursing Home, Firth/Hick1 to all cfs fire/ems | M25 M21 | |
| GREE | GRE1..5 | GRE311 GRE310 | M5 M2 M7 M6 M3 M8 | | D E | Y | | M25 M21 | |
| HALL | HALL1..5 | HALL11 | M6 M8 M3 M7 M2 M5 | | D E | Y | north of Gage Rd | M25 M21 | |
| HALLB | HALL1..5 | CLAT10 | M6 M8 M3 M7 M2 M5 | | D E | Y | south of Gage Rd | M25 M21 | |
| HICKB | HICK1..5 | HALL11 | M6 M8 M7 M3 M2 M5 | | D E | Y | S of Panama Rd | M25 M21 | |
| HICKC | HICK1..5 | LFR see ALS | M6 M8 M7 M3 M2 M5 | | A B C D E | Y | N of Panama Rd | M25 M21 | |
| HICKSW | HICK1..5 | LFR see ALS | M6 M8 M7 M3 M2 M5 | | A B C D E | Y | INTERSECTION of Hwy 77 and Saltillo | M25 M21 | |
| | SW1..5 | | | | | | | | |
| MALCB | MALC1..5 | LFR see ALS | M3 M2 M5 M8 M7 M6 | | A B C D E | Y | S of W Fletcher Av | M25 M21 | |
| MALCC | MALC1..5 | RAYM10 | M3 M2 M5 M8 M7 M6 | | D E | Y | NW 56th-NW 40th btwn W Fletcher-W Alvo | M25 M21 | |
| MALCD | MALC1..5 | RAYM10 | M3 M2 M5 M8 M7 M6 | | D E | Y | N of W Fletcher Av | M25 M21 | |
| MALCE | MALC1..5 | LFR see ALS | M3 M2 M5 M8 M7 M6 | | A B C D E | Y | Automatic Mutual Aid Response | M25 M21 | |
| | PLEA1..5 | | | | | | I-80 from NW 77th to NW 140th | | |
| MILF | MILF1..5 | MILF10 MILF11 | | | NO ALS | Y | | | |
| PALM | PALM1..5 | PALM10 | M6 M8 M7 M2 M5 M3 | | D E | Y | | M21 M25 | |
| PLEA | PLEA1..5 | | Midwest Medical | | NO ALS | Y | east of SW 126th St | | |
| PLEAB | PLEA1..5 | MILF10 MILF11 | Midwest Medical | | NO ALS | Y | west of SW 126th St | | |
| | | | | | | | *Milford responds on all PLEA/PLEAB CFS | | |
| RAYMB | RAYM1..5 | RAYM10 | M5 M2 M3 M8 M7 M6 | | D E | Y | N of McKelvie Rd | M25 M21 | |
| RAYMC | RAYM1..5 | RAYM10 | M5 M2 M3 M8 M7 M6 | | D E | Y | S of McKelvie Rd, NW 40th-NW 27th | M25 M21 | |
| RAYMD | RAYM1..5 | RAYM10 | M5 M2 M3 M8 M7 M6 | | D E | Y | S of McKelvie Rd, NW 27th-N 40th | M25 M21 | |
| RAYME | RAYM1..5 | RAYM10 | M5 M2 M3 M8 M7 M6 | | D E | Y | S of McKelvie Rd, N 40th-N 63rd | M25 M21 | |
| SEB | SE1..5 | SE11 SE12 | M7 M6 M5 M2 M8 M3 | | D E | Y | N of Hwy 34 | M25 M21 | |
| SEC | SE1..5 | SE11 SE12 | M6 M7 M5 M8 M2 M3 | | D E | Y | S of Hwy 34, N of Pine Lake Rd | M25 M21 | |
| SED | SE1..5 | SE11 SE12 | M6 M7 M5 M8 M2 M3 | | D E | Y | S of Pine Lake Rd | M25 M21 | |
| STER | STER1..5 | STER10 | | | NO ALS | Y | | | |
| SWB | SW1..5 | SW 11 SW12 | M3 M6 M8 M7 M2 M5 | | D E | Y | S of Saltillo | M25 M21 | |
| SWC | SW1..5 | SW 11 SW12 | M3 M6 M8 M7 M2 M5 | | D E | NO | N of Saltillo, E of SW 40th | M25 M21 | |
| SWD | SW1..5 | SW 11 SW12 | M3 M6 M8 M7 M2 M5 | | D E | NO | E of NW 56th, N of Hwy 6 | M25 M21 | |
| SWE | SW1..5 | SW 11 SW12 | M3 M6 M8 M7 M2 M5 | | D E | Y | W of SW 40th | M25 M21 | |
| SWF | SW1..5 | SW 11 SW12 | M3 M6 M8 M7 M2 M5 | | D E | NO | E of SW 40th, Hwy 34-W Pioneers | M25 M21 | |
| SWG | SW1..5 | SW 11 SW12 | M3 M6 M8 M7 M2 M5 | | D E | NO | E of S Coddington, W Van Dorn-W Old Cheney | M25 M21 | |
| SWH | SW1..5 | SW 11 SW12 | M3 M6 M8 M7 M2 M5 | | D E | NO | E of S Coddington, W Old Cheney-W Denton | M25 M21 | |
| VALP | VALP1..5 | VALP10 | M3 M5 M2 M7 M8 M6 | | D E | Y | | M25 M21 | |
| WAVE | WAVE1..5 | WAVE11 | M5 M2 M7 M3 M6 M8 | | D E | Y | City of Waverly | M25 M21 | |
| WAVEB | WAVE1..5 | WAVE11 | M5 M2 M7 M3 M6 M8 | | D E | Y | Prairie Home | M25 M21 | |
| WAVEC | WAVE1..5 | WAVE11 | M5 M2 M7 M3 M6 M8 | | D E | Y | remainder of Waverlys District | M25 M21 | |
| WAVES | WAVE1..5 | WAVE11 | M5 M2 M7 M3 M6 M8 | | D E | Y | Wave Comm Care Center | M25 M21 | |
| | SWAT | Utilize SW11 or SW12 as first responder on calls throughout the County | | | | | | | |
| | INSP | 8707 Mark Sloup NORTH of I-80 8705 Adam Matzner SOUTH of I-80 and all of Lincoln | | | | | | | |
| <i>For purposes of the agreement agencies that may request ALS intercept; Adams, Clatonia, Douglas, Elmwood, Palmyra.</i> | | | | | | | | | |
| <i>For purposes of the agreement; Ashland, Crete, Eagle/Alvo, Milford, Pleasand Dale, Sterling, are non participants with LFR! (Sept 01, 2009)</i> | | | | | | | | | |

ATTACHMENT C

| <u>FIRE DISTRICT</u> | <u>TOTAL AMOUNT DUE FROM EACH FIRE DISTRICT</u> |
|------------------------------------|---|
| 1. City of Waverly | \$ 23,920.00 |
| 2. Bennet Rural Fire District | \$ 4,940.00 |
| 3. Firth Rural Fire District | \$ 6,500.00 |
| 4. Cortland Rural Fire District | \$ 4,680.00 |
| 5. Village of Clatonia | \$ 2,340.00 |
| 6. Hickman Rural Fire District | \$ 5,200.00 |
| 7. Malcolm Rural Fire District | \$ 7,540.00 |
| 8. Raymond Rural Fire District | \$ 10,660.00 |
| 9. Southeast Rural Fire District | \$ 2,860.00 |
| 10. Southwest Rural Fire District | \$ 7,540.00 |
| 11. Hallam Rural Fire District | \$ 1,820.00 |
| 12. Ceresco Rural Fire District | \$ 3,120.00 |
| 13. Village of Adams | \$ 6,500.00 |
| 14. Village of Douglas | \$ 1,300.00 |
| 15. Village of Greenwood | \$ 1,560.00 |
| 16. Village of Palmyra | \$ 2,080.00 |
| 17. Valparaiso Rural Fire District | \$ 4,680.00 |
| 18. Elmwood Rural Fire District | \$ 1,820.00 |
| TOTAL | \$ 99,060.00 |

Butler

Saunders

Valparaiso

Ceresco



Lincoln Fire & Rescue

Raymond

Waverly

Greenwood

Cass

Seward

Malcom

Elmwood

Lincoln
Lancaster

Southeast

Southwest

Southeast

Bennet

Palmyra

Otoe



Hickman

Douglas

Saline

Hallam

Firth

Hallam/Cortland

Cortland

Firth/Cortland

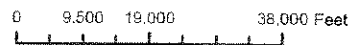
Adams/Cortland

Johnson



Gage
Clatonia

Hallam/Clatonia



ATTACHMENT E

The Methodology used to determine the cost per year contains multiple pieces:

1. The Mayor's Budget. This is typically completed by Mid-July for the upcoming City's Fiscal Year beginning September 1st through August 31st.
2. The total number of incidents dispatched as a medical incident for the time frame of April 1st of the previous year to March 31st of the current year.
3. Cost per Incident is determined by dividing the budget by the total number of medical incidents. This number shall be rounded to the nearest whole dollar.
4. The number of County calls shall include only those calls in which LFR was dispatched to one of the contracting rural districts and/or are being requested by another dispatch center at the request of one of the contracting rural districts for a medical request. The calls being assessed to the county only contain incidents in which LFR responded to an incident outside the City limits and a patient was not transported by LFR Ambulance.
5. The total yearly cost shall be given to the LCEMS committee to determine the amount owed by each fire district shown in attachment C.

This methodology will be used each year of the contract to update the payment based on the call volume and Mayor's budget.

The example below displays the Methodology used for the contract beginning September 1, 2009 through August 31, 2010.

| FY 09/10 | |
|--|-------------|
| Mayor's Budget (includes estimated comparability raises) | \$3,793,532 |
| Number of Medical Incidents; (4-1-08 to 3-31-09) | 14,584 |
| Cost per Incident | \$260.12 |
| Cost per Incident - Rounded | \$260.00 |
| Number of County Calls (4-1-08 to 3-31-09) | 381 |
| Total Yearly Cost to Contracting Fire Districts | \$99,060 |

ATTACHMENT F

Revision of Section 5.6 of the City's Response to the Original Request for Proposals

For purposes of this Proposal, subject to applicable Federal and State law, the City will provide a report containing the following information, quarterly, or at such interval as is agreed in contract negotiations:

"Incident Number; patient identifier number; unit ID for all City units dispatched; incident date; associated time stamps as captured by CAD (time of dispatch, time en route, time of arrival, time en route to hospital, time at hospital, time back in service); method of alarm (Bravo, Charlie, etc.); rural district agency (field capturing the point to which we are dispatched); unit outcome (cancelled, refusal, transport including whether ALS or BLS); length of time from dispatch to clear; length of time from dispatch to en route; length of time from dispatch to arrival; agencies other than LFR that were dispatched and/or assisted on scene (as captured by LFR provider); documented agency who transported a patient if any; billing (indicates whether the incident is to be billed to the City or County. This would be one report with all of the above information in an electronic spreadsheet format. It is the City's intent that one report, de-identified pursuant to HIPAA, will be provided to one representative agreed upon by the parties. The representative could then further disseminate the report to the parties as needed."

With respect to the process set out in subsection f, the City's response is that we will negotiate in good faith to devise a means by which the City's performance may be monitored and corrected. However, the City cannot agree to the terms of subsection f as written.

With respect to subsection g, the City will adhere to current protocol with respect to notifying the City-County 911 Communications Center as to our response. The City acknowledges the parties' right to request mutual aid at any point.

