

CITY OF LINCOLN
NEBRASKA
Mayor Chris Beutler

EXECUTIVE
ORDER

NO. 081948

1/2

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 12 day of Jan, 2008

Chris Beutler, Mayor

Approved as to form & Legality:

City Attorney

Approved:

Fire Department

Approved:

Finance Department

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

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

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 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 to 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 such parties are 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 (1/4) of the specific amount allocated to such Fire District as provided in Attachment C, on December 15, 2008; March 15, 2009; June 15, 2009; and August 31, 2009. 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. 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;
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 therefrom. This will eliminate the current system of splitting the amounts collected for such calls on a 60%-40% basis;
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.

7) The term of this Agreement shall be from September 1, 2008 to August 31, 2009, 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 effecting 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, B, C, and D
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; Letter dated July 1, 2008, from Deputy Chief Danny Wright; 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, form 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 12th day of January, 2008, by the City of Lincoln.

ATTEST:

Jean E. Ross
City Clerk



CITY OF LINCOLN

Chris Beutler
Chris Beutler, Mayor of Lincoln

EXECUTED this 1st day of December, 2008, by the City of Waverly.

ATTEST:

Donal C. Rix
City Clerk

CITY OF WAVERLY

BY: Mike Wynn

TITLE: MAYOR

EXECUTED this 8 day of Sept, 2008, by the Bennet Rural Fire District of
Lancaster County, Nebraska.

BENNET RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: 

TITLE: Pres

EXECUTED this 11th day of September, 2008, by the Firth Rural Fire
District of Lancaster County, Nebraska.

FIRTH RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: Cory J. Kahl

TITLE: Vice President

30 copies
by 6-10-08

EXECUTED this 2 day of June, 2008, by the Cortland Rural Fire District
of Hamaker Sage County, Nebraska.

CORTLAND RURAL FIRE DISTRICT OF

Hamaker Sage COUNTY, NEBRASKA

BY: Larry J. Williams

TITLE: President

EXECUTED This 27th day of September, 2008, by the Village of Clatonia
of Gage County, Nebraska.

VILLAGE OF CLATONIA

Gage COUNTY, NEBRASKA

BY:  _____

TITLE: Chairman _____

EXECUTED this 8 day of Dec, 2008, by the Hickman Rural Fire District
of Lancaster County, Nebraska.

HICKMAN RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: Marilyn J Egger

TITLE: President Board

EXECUTED this 18th day of September, 2008, by the Malcolm Rural Fire District
of Lancaster County, Nebraska.

MALCOLM RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

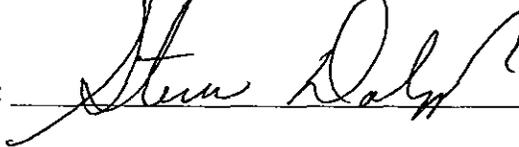
BY: Richard M. Kent

TITLE: Board President

EXECUTED this 3 day of Sept., 2008, by the Raymond Rural Fire District
of Lancaster County, Nebraska.

RAYMOND RURAL FIRE DISTRICT OF

Lancaster COUNTY, NEBRASKA

BY: 

TITLE: Vice Chair

EXECUTED this 24 day of SEPT, 2008, by the Southeast Rural Fire
District of LAUNCESTER County, Nebraska.

SOUTHEAST RURAL FIRE DISTRICT OF

LAUNCESTER COUNTY, NEBRASKA

BY: Donald O. Olson

TITLE: PRESIDENT RURAL FIRE DIST.

EXECUTED this 18 day of Sept, 2008, by the Southwest Rural Fire District
of Lancaster County, Nebraska.

SOUTHWEST RURAL FIRE DISTRICT OF
Lancaster COUNTY, NEBRASKA

BY: Robert J. [Signature]

TITLE: President SW FIRE

EXECUTED this 30 day of September, 2008, 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 10 day of Sept, 2008, by the Ceresco Rural Fire District
of Saunder & Lancaster County, Nebraska.

CERESCO RURAL FIRE DISTRICT OF

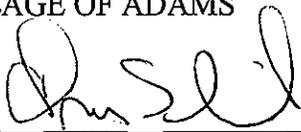
Saunder & Lancaster COUNTY, NEBRASKA

BY: Russel L Swanson

TITLE: Pres.

EXECUTED this 8th day of September, 2008, by the Village of Adams.

VILLAGE OF ADAMS

BY: 

TITLE: Chairman

EXECUTED this 15th day of September, 2008, by the Village of Douglas.

VILLAGE OF DOUGLAS

BY: Bernard MacR

TITLE: Chairman

EXECUTED this 14th day of October, 2008, by the ~~Greenwood Rural Fire District~~ ^{Village of Greenwood}
of Cass County, Nebraska.

Village of Greenwood
~~GREENWOOD RURAL FIRE DISTRICT OF~~
Cass COUNTY, NEBRASKA

BY: Richard H. Franzen

TITLE: Board Chairman

EXECUTED this 9 day of September, 2008, by the Village of Palmyra.

VILLAGE OF PALMYRA

BY: Jeri Edwards

TITLE: Village Chair

ATTEST:

Leis Kenberry
VILLAGE CLERK

SEAL

EXECUTED this 10TH day of SEPTEMBER, 2008, by the Valparaiso Rural Fire District #2
of Saunders County, Nebraska.

VALPARAISO RURAL FIRE DISTRICT #2 OF
Saunders COUNTY, NEBRASKA

BY: *Edie M. Lichan*

TITLE: PRESIDENT

EXECUTED this 7th day of October, 2008, by the City of Crete.

CITY OF CRETE

BY: Tom Cisneros

TITLE: Mayor

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. City Of Crete

EMS RESPONSE DISPATCH SCHEDULE

Attachment 5

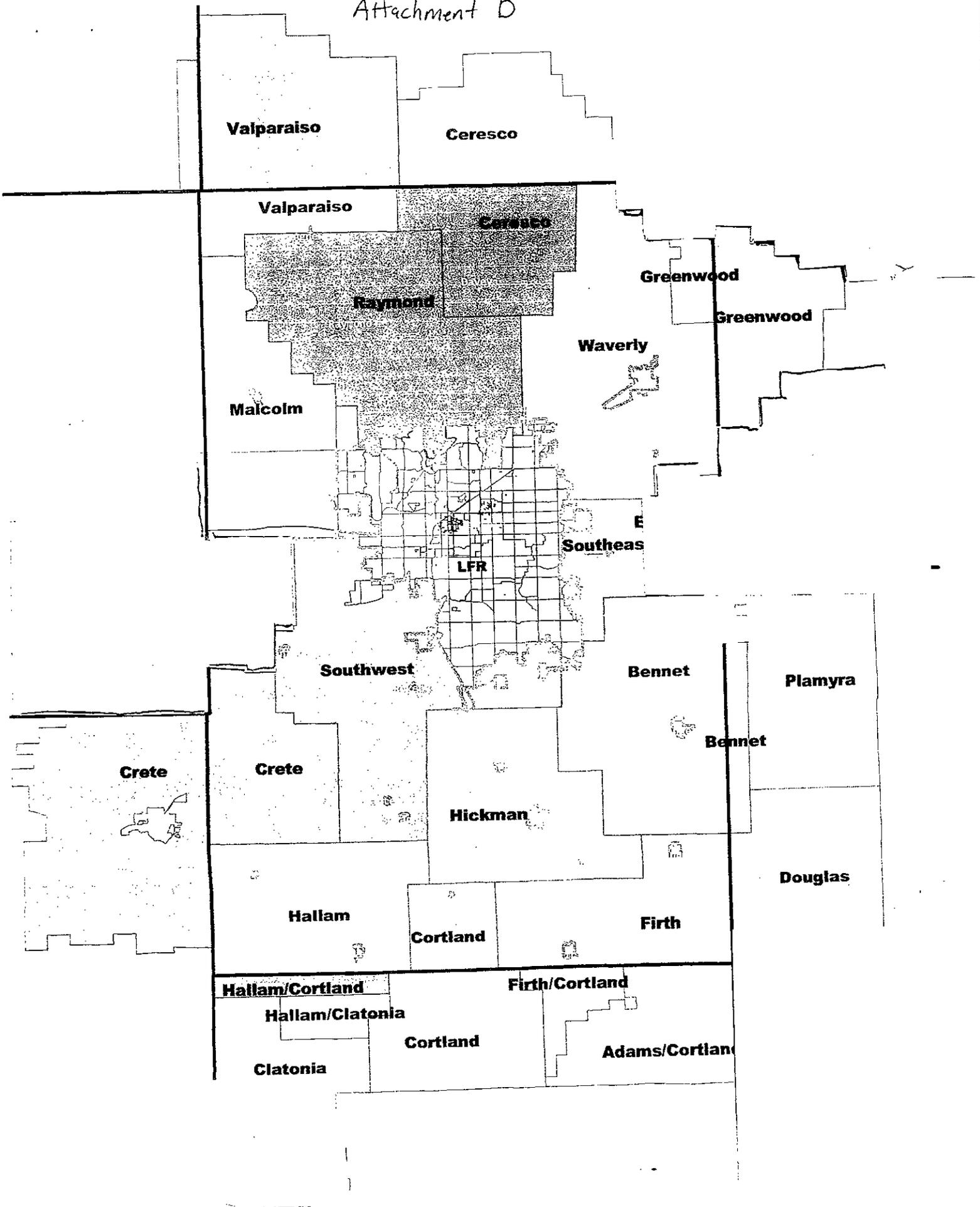
RRD	FIRE/ORT	MEDICAL TRANSPORT		AUTO ALS	SCS	SPLIT RESPONSE BOUNDARIES
		BLS (RA)	ALS (PA)			
ADAM	ADAM1.5	ADAM10	M6,M8,M9,M3,M1	DE	Y	
BENJ	BENJ1.5	LFR see ALS	M6,M9,M5,M3,M1	ABCDE	Y	
BENNSE	BENNS1.5	LFR see ALS	M6,M9,M5,M3,M1	ABCDE	Y	Automatic Mutual Aid Response
CERE	CERE1.5	CERE10 CERE11	M6,M9,M9,M3,M1	DE	Y	
CLAT	CLAT1.5	CLAT10	M6,M9,M9,M3,M1	DE	Y	
CORTB	CORT1.5	CLAT10	M6,M9,M9,M3,M1	DE	Y	S of Gage Rd
CORTC	CORT1.5	HALL11	M6,M9,M9,M3,M1	DE	Y	N of Gage Rd
CRET	CRET1.5	CRET10 CRET11	SW11,SW12 M3,M6,M9	on request	Y	
DOUG	DOUG1.5	DOUG10	M6,M9,M5,M3,M1	DE	Y	
FIRTB	FIRT1.5	ADAM10	M6,M9,M3,M5,M1	DE	Y	S of Gage Rd
FIRTC	FIRT1.5	DOUG10	M6,M9,M3,M5,M1	DE	Y	N of Gage Rd, E of 134th
FIRTD	FIRT1.5	HALL11	M6,M9,M3,M5,M1	DE	Y	N of Gage Rd, W of 134th
FIRTE	FIRT1.5	HALL11	M6,M9,M3,M5,M1	DE	Y	Lafayette Nursing Home, Fire
GREB	GRE1.5	GRE311 GRE310	M6,M9,M3,M5,M1	DE	Y	
HALL	HALL1.5	HALL11	M6,M9,M9,M3,M5	DE	Y	South of Gage Rd
HALLB	HALL1.5	CLAT10	M6,M9,M9,M3,M5	DE	Y	South of Gage Rd
HICKB	HICK1.5	HALL11	M6,M9,M5,M3,M1	ABCDE	Y	S of Panama Rd
HICKC	HICK1.5	LFR see ALS	M6,M9,M3,M3,M1	ABCDE	Y	N of Panama Rd
HICKSW	HICK1.5	LFR see ALS	SW11,SW12 M6,M3,M5	ABCDE	Y	INTERSECTION of Hwy 77 and Saddle
MALCB	MALC1.5	LFR see ALS	M3,M5,M1,M9,M6	ABCDE	Y	S of W Fletcher Av
MALCC	MALC1.5	RAYM10	M3,M5,M1,M9,M6	DE	Y	NW 58th-NW 40th from W Fletcher Av
MALCD	MALC1.5	RAYM10	M3,M5,M1,M9,M6	DE	Y	S of W Fletcher Av
MALCE	MALC1.5	LFR see ALS	M3,M5,M1,M9,M6	ABCDE	Y	Automatic Mutual Aid Response
PALM	PALM1.5	PALM10	M6,M9,M6,M3,M1	DE	Y	
RAYB	RAYM1.5	RAYM10	M5,M3,M1,M9,M6	DE	Y	N of McKenzie Rd
RAYC	RAYM1.5	RAYM10	M5,M3,M1,M9,M6	DE	Y	S of McKenzie Rd, NW 40th-NW 27th
RAYD	RAYM1.5	RAYM10	M5,M3,M1,M9,M6	DE	Y	S of McKenzie Rd, NW 27th-N 40th
RAYE	RAYM1.5	RAYM10	M5,M3,M1,M9,M6	DE	Y	S of McKenzie Rd, N 40th-N 27th
SES	SE1.5	LFR see ALS	M9,M6,M1,M3,M5	ABCDE	Y	N of Hwy 34
SEC	SE1.5	LFR see ALS	M9,M6,M1,M3,M5	ABCDE	Y	S of Hwy 34, N of Pine Lake Rd
SID	SE1.5	LFR see ALS	M6,M9,M3,M5,M1	ABCDE	Y	E of Pine Lake Rd
SWB	SW1.5	LFR see ALS	SW11,SW12,M3,M9,M1	ABCDE	Y	E of Saddle
SWC	SW1.5	LFR see ALS	SW11,SW12,M3,M9,M1	ABCDE	NO	N of Saddle, E of SW 40th
SWD	SW1.5	LFR see ALS	SW11,SW12,M3,M9,M1	ABCDE	NO	E of SW 58th, N of Hwy 6
SWE	SW1.5	LFR see ALS	SW11,SW12,M3,M9,M1	ABCDE	Y	W of SW 40th
SWF	SW1.5	LFR see ALS	SW11,SW12,M3,M9,M1	ABCDE	NO	E of SW 40th, Hwy 34-W Pioneers
SWG	SW1.5	LFR see ALS	SW11,SW12,M3,M9,M1	ABCDE	NO	E of S Codrington, W Van Dorn-W Old Charter
SWH	SW1.5	LFR see ALS	SW11,SW12,M3,M9,M1	ABCDE	NO	E of S Codrington, W Old Charter-W Canton
WALP	WALP1.5	WALP10	M6,M9,M9,M3,M5	DE	Y	
WAVE	WAVE1.5	WAVE11	M6,M9,M9,M3,M5	DE	Y	City of Waverly
WAVEB	WAVE1.5	WAVE11	M6,M9,M9,M3,M5	DE	Y	Prarie Home
WAVEC	WAVE1.5	WAVE11	M6,M9,M9,M3,M5	DE	Y	Responder of Waverly District
WAVEE	WAVE1.5	WAVE11	M6,M9,M9,M3,M5	DE	Y	Wave-Curtain Care Center

SWAT Utilize SW11 or SW12 as first responder on calls throughout the County
 MSP 8707 Mark Stoup NORTH of I-80 8705 Adam Matzner SOUTH of I-80 and all of Lincoln

ATTACHMENT C

<u>FIRE DISTRICT</u>	<u>TOTAL AMOUNT DUE EACH DISTRICT</u>
1. City of Waverly	\$10,100.00
2. Bennet Rural Fire District	\$10,000.00
3. Firth Rural Fire District	\$10,000.00
4. Cortland Rural Fire District	\$ 2,500.00
5. Village of Clatonia	\$ 2,500.00
6. Hickman Rural Fire District	\$10,000.00
7. Malcolm Rural Fire District	\$ 9,500.00
8. Raymond Rural Fire District	\$10,000.00
9. Southeast Rural Fire District	\$10,000.00
10. Southwest Rural Fire District	\$ 9,500.00
11. Hallam Rural Fire District	\$ 8,000.00
12. Ceresco Rural Fire District	\$ 3,000.00
13. Village of Adams	\$ 3,500.00
14. Village of Douglas	\$ 2,500.00
15. Village Of Greenwood	\$ 2,500.00
16. Village of Palmyra	\$ 2,500.00
17. Valparaiso Rural Fire District	\$ 2,500.00
18. City Of Crete	\$ 500.00
TOTAL	\$ 109,100

Attachment D



LCEMS committee members

June, 17th, 2008

Provided are the responses to your questions submitted to LFR on June, 12th, 2008.

1. Is it possible for some departments to choose option A and some choosing option C?
 - Is there a minimum number of FD's in A that we would be required? (A number needed for a flat revenue basis and the remainder would be per call)
 - As a starting point the committee feels that if Option A and C are considered, would we be willing to begin discussions at \$80,000 in revenue for those who would commit to option A and \$20,000. (estimated on call volume) in revenue for those who are willing to commit to option C.

Response: The three options were provided with the intent that the "entity" that issued the RFP (all 17 rurals) would agree on one option which they could mutually agree was most beneficial to all of them. Having different rurals with different pricing mechanisms defeats the needed efficiency and would add cost to the City. That said, in an attempt to meet your concerns, we have developed an Option D, set out below.

Option D:

This option calls for an agreement to be fully executed by the 17 rural parties (for presentation and signature by the City) not later than July 31, 2008. Under this option, the rurals would pay the City a total of \$120,000.00 for service, to be paid not later than September 1, 2008. This would be the price for one year (September 1, 2008 to August 31, 2009). The price for year two would be \$150,000.00 to be paid not later than September 1, 2009 and the price for year three would be \$180,000.00 to be paid not later than September 1, 2010.

2. Is it possible to not provide service to some providers who are outside the area of non city service, unless we have an agreement with them?
 - If we don't have an agreement and we still provide service are we willing to raise the payment above those who have an agreement who are within the area of non city service? (The committee feels that some may try to take an advantage of the committees work)
 - Rational: is that some, who don't sign a contract is waiting to see what the final proposal is and may want to simply slide in and use mutual aid without an agreement?

Response: It was the City's intent, based on the manner in which the RFP was issued and based on our question and the committee's answer at the pre-conference, that all 17 rural parties would sign a similar agreement. From that standpoint, it should not be feasible for one of the 17 to simply abstain from signing and nevertheless use the City's system. With respect to systems that are not part of the 17 rural fire districts located all or partially within Lancaster County, it is the City's intent to continue operating under the State Statutes and to provide quality assistance, within our resources, in a mutual aid capacity. The City will agree to pursue proportionate contribution from "users" within the City-County 911 Service Area.

3. Are we willing to make sure in the contract that the county has some protection that LFR will not discontinue service?
- In lieu for the bond.

Response: It is the City's intent to maintain its Emergency Medical Service and ambulance service. Should the service itself be dissolved or otherwise rendered unable to provide service under the contract, the City will be entitled to only that prorated portion of the fees for which the City has provided service, as should be set out in the contract once a pricing model is selected.

4. Can we tell others if they contact the city to make sure that they work through the committee and not splinter as an independent?

Response: It is the City's understanding that the 17 rurals, through the Committee, will be selecting a contractor on or before June 18, 2008. The City agrees, in the meantime, to refer all persons (representatives of the 17 rurals) requesting service outside the RFP process, to the Committee chair. However, at some point the City needs to know its financial fate relative to servicing areas outside the City limits, and, if the RFP process stalls, it may be appropriate for the City to investigate options with subsets of the region to find financially efficient ways to continue servicing the greatest number of people.

5. Can we renegotiate the terms of subsection 5.6F?

Response: As stated in our Proposal, we are willing to work with the parties at the time of contract negotiation to find a mutually acceptable means of allowing the rural parties to monitor our performance with respect to response times.

6. Can an EMS event be redefined to more clarify how we are going to gather the information that identifies the EMS event?
- The EMS event should be assigned so we can determine who is responsible for the call and those they are billed appropriately and not necessarily the district that the intercept is in.

Response: The City-County CAD system is not currently able to parcel out the point of origin of the patient as opposed to the location to which our resources were dispatched. To the extent the rural parties need to capture the patient's point of origin, the City is willing to discuss cost-neutral (to the City) ways of doing that within the current City-County dispatch system.

In conclusion:

The City appreciates the opportunity to clarify those portions of our Proposals which may have been causing concern. If we can be of further assistance as you make your decision about selecting a contractor, please let me know. Additionally, it seems to me that, with deadlines looming (your deadline of June 18 and our deadline of September 1), it may be fruitful to assemble key negotiators around a table in the near future to see if we can hash out some of the remaining issues. If you believe this would be constructive and would help you to make an award and move toward resolution, please contact me at your earliest convenience.

Respectfully,

Niles Ford

Fire Chief
Lincoln Fire and Rescue

July 1st, 2008

Mr. Greg Hall
LCEMS Committee Chair

Greg;

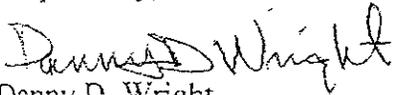
I have been authorized to forward the City of Lincoln (City) and Lincoln Fire and Rescue (LFR) counter offer to you as we continue to work towards and agreement between the City, LFR and the Lancaster County Emergency Medical Service (LCEMS) committee.

The City and LFR would agree to accept from the LCEMS committee a sum of \$120,000.00 for a one year contract to provide ambulance service to the area described in our proposal presented to you on May 28th, 2008. Our acceptance of \$120,000.00 for a one year contract is offered dependent on the premise that the City and LFR would not incur any additional expense as we continue to negotiate on any specific area as defined in your Request for Proposal (RFP).

Should we determine that an additional expense would be incurred while negotiating any other specific area within the RFP, the City and LFR would need to reconsider our offer and consider adding additional fees to the contract.

I look forward to continue to work towards the resolution of an agreement between the City, LFR and the LCEMS committee and begin to work towards a long term solution to providing EMS care to our surrounding community.

Respectfully,


Danny D. Wright
Deputy Chief of Training
Lincoln Fire and Rescue

Lancaster County Emergency Medical Services Committee

Ambulance Service RFP Addendum # 1

Below find the questions posed to the committee at the pre-proposal conference May 21, 2008, and the Committee's response to them.

Question 1: Sect 2.1.3 Is it anticipated that the successful proposer would be obligated, under this RFP/contract, to serve all areas shown in Exhibit 1C under the same terms as it does the areas shown in Exhibit 1A; or, would it be purely within the discretion of the successful proposer on a call by call basis to accept or decline the invitation to respond to the areas shown in Exhibit 1C?

Response: Departments outside Lancaster County are not usually an automatic dispatch but rather are a request for ALS service. Departments with response areas inside and outside the county would expect the same level of response to all their calls. See new map Exhibit 1D.

Question 2: Sect 4.1 what is meant by the term "non-emergency advanced life support (ALS)"? Is there intent that the successful proposer would perform inter-facility transports or other sorts of transport requiring ALS care but that are not emergencies requiring immediate, unscheduled transport for medical emergencies?

Response: The non emergency was meant to refer to BLS services; there is no intent to require transfers or standbys.

Question 3: Sect 4.2 Are there any Lancaster County laws or resolutions of any sort bearing upon the manner in the successful proposer shall perform ambulance service? If so, please provide a copy of all such "Lancaster County" laws, resolutions, or other documents referred to in 4.2.

Response: There are none that we are aware of.

Question 4: Sect 4.5 the provision indicates that the list at 4.5.1 to 4.5.4 is not inclusive of all services to be provided by the successful proposer. What is the inclusive list of services to be performed?

Response: The list was intended to be general; it could include response changes because all current ambulances are busy, a department changes there level of service, etc. It is not intended to include transfers, transports for dialysis, etc.

Question 5: Sect 4.8 Is there an expectation that the successful proposer must stage or otherwise locate units within the service area OR is it sufficient for the ambulance to be based out of the City of Lincoln's fire and rescue stations located within the City limits of the City of Lincoln?

Response: The committee expects them to be inside Lancaster County, city of Lincoln is acceptable.

Question 6: Sect 5.5 A. What is your expectation with respect to the recording requirements? While most of the data exists in our records (some electronic, some not), the data requested herein is currently not compiled by the City of Lincoln in a way that a simple report can be generated. Some of the data requested herein is not captured on a regular basis by the City of Lincoln. B. Is it expected that the times required to be captured in 5.5 A-G will be called in to dispatch within the context of a call, or does it suffice to have the successful proposer keep its own records?

Response: A. The requested Data would need to be generated. B. Data available through the Cad system is acceptable.

Question 7: Sect 14.1 what is the expectation with respect to the successful proposer's obligation with respect to cooperating with the Committee and other agencies and critiques? What sorts of resources, including equipment, personnel, etc. are required of the successful proposer to meet this requirement?

Response: The committee would like cooperation in possible training events, If proposer has a different type of equipment some joint training to become familiar, to allow ability to work together on calls. If you would require payment please indicate in your response. Also to allow opportunities for debriefings, critiques etc.

Question 8: Sect 22.2 What is meant by the provisions that: "No fees shall be charges for services not rendered or required or for the length of service, or the time at the scene, except as specified in 22.2.1 below?" What about StarCare; refusals; cancellations en route; cancelled upon arrival – are types of responses billable to the rural fire department (or whomever is the contracting entity with the successful proposer).

Response: Would expect not to be billed for events in which services that are billable did not occur. If Starcare were to transport would not expect a bill. If you intend to bill for cancellations, or false calls etc, please indicate this in the proposal.

Question 9: 23.2.1 is the expectation that no alternative not approved at the Pre-Proposal Conference will be considered? The City of Lincoln is specifically requesting authority to submit a proposal with alterations, some of which will not be addressed at the Pre-Proposal Conference, and that such proposal will be considered by the Committee and will not be deemed unresponsive for that fact alone.

Response: We will allow for proposals to have alternatives as long as they are specific and addressed in the proposal.

Question 10: 23.9 with whom is the successful proposer expected to contract? Does the LCEMS committee have the ability to contract? In what capacity would the county be a contractor? Is it anticipated that there will be one contract to cover the entire service area, signed by representatives of all the rural districts; OR is it anticipated that there will be 17 or more contracts with each one signed only by the successful proposer and an individual rural district – if this is the case, is it expected that all

17 contracts would be read the same in substance, or is it expected that various provisions will be included in some contracts but not others? Is there a draft or sample contract that has already been developed? If so, please provide a copy.

Response: The intent is to have one basic contract drafted by Lancaster County Attorney's office, with each Rural Fire District Board to sign this document. There will be sub-parts explaining how each department will be serviced; the contract will cover all service areas. A draft is not available yet, will be compiled based on proposals. The County is not anticipated to be involved as a contractor it will be at the Rural Fire District Board level. The LCEMS committee will work on the contract and will be a go between for the districts.

Question 11: Sect 24.2 is it acceptable to ONLY provide a proposal that has alternatives listed, or is it expected that a completely compliant proposal must be submitted and that a second proposal with alternatives may also be submitted?

Response: Will allow one proposal that incorporates all ideas.

SAMPLING OF OTHER IMPORTANT ISSUES TO BE ADDRESSED PRIOR TO CONTRACT:

Question 12: Sect 1.1 Does the LCEMS committee have a legal status, in terms of is it funded and can it enter into contractual agreements?

Response: No this committee is intended to find an acceptable solution and to facilitate a contract between appropriate parties, then to oversee the services provided and to look at ways to improve service to the County into the future.

Question 13: Sect 1.2 is the list of destinations intended to be all-inclusive? Would the provider ever deliver a patient to a different destination such as a helicopter landing area?

Response: While it is possible in the future there may be a transport to some other facility, currently all emergency patients are transported to the listed hospitals. It is possible to maybe at some time to transport to a helicopter landing area.

Question 14: Sect 2.1.1 A. There are no responsibilities listed on Exhibit 1A. B. Is the "Lancaster County volunteer fire and rescue department" a legal entity? Is it funded? Can it enter into contractual agreements? C. Does Exhibit 1A show only those portions of rural fire departments that are geographically contained in Lancaster County, as opposed to showing the full scope of terrain encompassed by the sum of the rural fire departments?

Response: The responsibilities were in reference to the rural fire departments jurisdictions. B. This was intended to mean volunteer fire departments within Lancaster County not a separate entity. C see new Exhibit 1D, yes Exhibit 1A just shows those geographically located in Lancaster County.

Question 15: Sect 2.1.2 what does "each area is unique to response" mean?

Response: Each department has own responses and requirements see Exhibit 3.

Question 16: Sect 2.2 this is an incomplete sentence that has no real substance. How was it supposed to read?

Response: Was to include those villages in the general idea of Lancaster county, and that they are not separate, would include all as a whole.

Question 17: Sect 2.4 same question as listed above, in 2.1.3.

Response: Add " The" to the beginning of the sentence.

Question 18: Sect 3.2 Is this intended to be an all-inclusive list of the types of responses the successful proposer will perform? What about StarCare; refusals; cancellations en route; cancelled upon arrival – are these types of responses billable to the rural fire department (or whomever is the contracting entity with the successful proposer)?

Response: This is what we expect to be billed for if you anticipate some other billing to departments, specify in your proposal. If some other agency transports, cares for etc, we would not expect a fee to be charged.

Question 19: Sect 3.3 Please refer to the comments in section 2.1.2 above, with respect to Exhibit 1B.

Response: See Exhibit 1D for departments that may request some type of tiering like currently exists between them and the current provider.

Question 20: Sect 3.5 what is meant by the assertion that "Dispatches for the provider currently, while being generated via wireless radio or telephone, are made from one location"? Dispatches by the Lincoln-Lancaster County Communications Center (911 Center) are not made via telephone.

Response: Eliminate the reference to telephone.

Question 21: Sect 4.4 A. This section references an "ambulance service license from the State of Nebraska;" is this the same as the license from the state that allows, for example, the City of Lincoln to operate as an Emergency Medical Service? B. Would the City of Lincoln be considered an "ineligible" responder because the City, although a member of the Lancaster County Mutual Aid Association, does not "maintain a subscriber agreement for participation in the emergency communications system" OR would the City be deemed to have the equivalent or better communications abilities and thus be "eligible" without maintaining a subscriber agreement?

Response: Yes same license you currently have, No the City has an acceptable radio system.

Question 22: Sect 4.5.1 what is meant by an "appropriate care facility?" Nursing home?

Response: Would mean a facility capable of providing the emergency care needed Trauma center, Burn center, etc. Would not expect transfers to nursing homes etc.

Question 23: Sect 4.6.1 A. Is there an expectation that the successful proposer will need to purchase 800 MHz trunked radios compatible with those used for ambulance service in the City of Lincoln,

through the City of Lincoln, and pay associated user fees? B. Is there an expectation that if the need to procure and be able to work with City of Lincoln stops using its current EMD system, that the successful proposer would whatever new dispatch model adopted by the City of Lincoln?

Response: The trunked radios were only for communications to hospitals, if the proposer wishes to enter into a contract with the City that is a separate issue, the proposer would need to work out with the hospitals. We are only requiring ability to communicate on current County system. If something changes on EMD we would all expect to have a voice and would all have to adapt.

Question 24: Sect 5.1 this section requires that an ambulance, "appropriate to the level of care needed for the call" be en route within 2 minutes. Does this mean we need to dispatch an ambulance "appropriate to the level of care needed" *based on the information known at the time of the dispatch*?

Response: Yes this would be based on dispatch information or actual on scene information, or request.

Question 25: Sect 5.2 this section speaks to having an "appropriately staffed and equipped ambulance at the scene." See 5.1 with respect to whether "appropriate" is gauged from the information known at the time of initial dispatch, as opposed to information which may not become known until after the initial dispatch.

Response: Same as above response.

Question 26: Sect 5.3 what is anticipated by this section? How and when would the provider know the response time requirement is suspended – only after the fact? Are there allowances for things non-weather related such as road construction, bridge repair, traffic surges effecting drive-time (such as home UNL football games), etc?

Response: This would be for allowing an exception when after the fact response times were not within acceptable limits.

Question 27: Sect 5.4 is it anticipated that compliance with the City of Lincoln's current priority dispatch system would sufficiently meet the expectations of this section?

Response: Yes that would be adequate.

Question 28: Sect 5.5 D and E. D and E seem to say the same thing. Please explain each of them and indicate the intended difference if any.

Response: D refers to the time from receipt of call for service and actual time unit is enroute to scene. E refers to the time unit is either on scene, met with intercepting ambulance, or returned to service.

Question 29: Sect 5.6 A. What is your expectation with respect to the reporting requirements? Most of this data is contained in various records of the City, but is not compiled in a way that a report as outlined in 5.6 can be generated. B. To whom is the successful proposer to give these reports? Is it

expected that the successful proposer would generate the reports covering the total service area, or is the expectation that each rural district would get its own data, such that the successful proposer would need to generate up to 17 different reports?

Response: Would anticipate one report generated for the LCEMS committee, Section A would require to be broken down by department, the rest of the sections would be as a whole for the response area not necessarily by department.

Question 30: Sect 5.6 F by what process will the Committee declare a contractor to be in default of the service? Would the default be as to all rural districts, or just the district where insufficiencies were determined? From what source does the "Committee" as opposed to the actual contractor (presumably a rural fire department or district), derive authority to administer the contract or otherwise stand as a decision-maker as to whether there is a default?

Response: It would be viewed as a whole contract, where insufficiencies are noted steps would need to be made to correct these. The committee is to act as an overseer and facilitator the districts as always would have the final say.

Question 31: Sect 7.1 There is reference to an equipment list. Please provide a copy of the list.

Response: This list is the one available at Department Of Health And Human Services website.

Question 32: Sect 8.2 – 8.4 is it appropriate to certify that City personnel who will be serving under this contract are fully trained at a level equal to or above that required by the State?

Response: Providing a list would be sufficient.