

AMBULANCE SERVICE AGREEMENT

This **AGREEMENT for AMBULANCE SERVICE** is made and entered into by and between the City of Kaukauna, a Wisconsin municipal corporation, with its principal offices located at 144 W. Second Street, Kaukauna, Outagamie County, Wisconsin 54130 ("CITY"), and the Town of Vandebroek, a political subdivision and body politic of the State of Wisconsin, with its principal offices located at W2030 County Road JJ, Kaukauna, Outagamie County, Wisconsin 54130 ("TOWN").

WHEREAS, the TOWN desires to provide emergency medical services to their citizens, pursuant to Chapter 256 of the Wisconsin Statutes, and Chapters DHS 110 of the Wisconsin Administrative Code, as amended from time to time, as may be applicable herein, through contract with CITY; and,

WHEREAS, CITY has indicated a desire and willingness to provide such services to TOWN.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, CITY and TOWN agree as follows:

1. DESCRIPTION OF SERVICES: CITY shall provide emergency ambulance service within TOWN limits. For purposes of this agreement, "emergency ambulance service" shall be defined as that ambulance service which is necessary to respond to a condition that in the opinion of the person, his/her family, or whoever calls for and/or attends to the person, requires immediate medical attention, but shall specifically exclude non-emergency transfer calls.
2. TERM AND TERMINATION: The parties understand that this is a contract of definite term. It is understood that in the event of non-renewal, the parties may need time to make alternative arrangements. The Term of this Agreement shall commence at 12:00 a.m. on **January 1, 2026**, and shall end at 11:59 p.m. on **December 31, 2028**, unless: (i) extended pursuant to the provisions of this

Agreement, or: (ii) sooner terminated in accordance with the terms and conditions contained in this Agreement. The initial term of this Agreement, plus any applicable renewal term(s), collectively shall be called, the "Term." The Term of this Agreement shall be extended for an additional twelve months, on the same terms, unless written notice of termination is delivered by first class mail to the CITY or TOWN clerk, postmarked no later than October 1 of the last year of the Term.

3. PATIENT BILLING: The CITY shall be solely responsible for invoicing and collecting all fees for ambulance service pursuant to its schedule of costs, including mileage. Residents residing within the TOWN limits will be billed at the "resident" rate.
4. LIFT ASSISTS: Lift assist calls for service are those in which the patient is not injured and only needs non-medical assistance. CITY will provide up to two (2) Lift assists per calendar year to an individual within TOWN limits . Any additional lift assist calls for service will be billed to the resident at the current billable rate established by the CITY for non-transport service calls. Final determination of billable or non-billable will be at the sole discretion of the CITY fire chief.
5. PAYMENT: TOWN shall pay the CITY, an annual fee per TOWN resident according to the following schedule:
2026 - \$22.51 per TOWN resident
2027 - \$23.19 per TOWN resident
2028 - \$23.89 per TOWN resident

The number of TOWN residents shall be based on population as published in the most recent Wisconsin Department of Administration Municipality Population Estimate. CITY shall invoice TOWN in January of each year, with the fee due by March 1st.

If this Agreement is extended pursuant to the provisions of this Agreement, each subsequent year shall have a per TOWN resident rate of the preceding year's amount plus three percent (3%).

6. **LIABILITY AND HOLD HARMLESS:** Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute of the Wisconsin Statutes, the CITY agrees to hold TOWN, its officers, officials, employees and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where any such liability is based upon or arises from the acts or omission of any of CITY's officers, employees or agents while acting within the scope of their employment.

Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute of the Wisconsin Statutes, TOWN agrees to hold the CITY, its officers, officials, employees and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where any such liability is based upon or arises from the acts or omission of any of TOWNS' officers, employees or agents while acting within the scope of their employment.

The parties' intention to this Agreement is that each party shall be solely responsible for its own actions and activities and the actions and activities of its own officers, employees, and agents while acting within the scope of their employment. Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including, but not limited to, section 345.05, 893.80, and 893.83 of the Wisconsin Statutes and that such damage limits, caps and immunities shall be used to govern all disputes, contractual or otherwise, as they apply to the parties, their agents, officers, and employees. CITY and TOWN agree to provide notice to the other party of any claims presented

pursuant to Wis. Stat. § 893.80 related to either CITY's or TOWN's performance under this Agreement.

7. SERVICES AND SUPPLIES: CITY shall replace those supplies used by TOWN first responders to treat patients when a like product is available.
8. AMENDMENTS: All agreements and understandings have been embodied in the Agreement and no changes will be made herein except in writing and duly signed by the authorized representatives of the respective parties.
9. FIRST RESPONDER PROGRAM: The TOWN will maintain a first responder program to assist CITY on emergency medical responses.
10. NO THIRD-PARTY BENEFICIARIES: This agreement is solely for the benefit of the CITY and TOWN. While services are provided to TOWN residents, this agreement does not create enforceable rights for any third party.
11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties, and any other prior understandings or representations made by any party shall not be binding on any other party unless incorporated within this document or written amendment thereto.

(Signature Pages to Follow)

Dated and effective January 1, 2026 regardless of the date signed.

CITY OF KAUKAUNA

Date: _____ By: _____
Anthony J. Penterman, Mayor

TOWN OF VANDENBROEK

Date: _____ By: _____
Jason Wegand, Chairman