

## **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 54130-2406 ("CITY"), and the Village of Combined Locks, a political subdivision and body politic of the State of Wisconsin, with its principal offices located at 405 Wallace Street, Combined Locks, Outagamie County, Wisconsin 54113-1129 ("VILLAGE").

WHEREAS, the VILLAGE 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 VILLAGE.

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

1. **DESCRIPTION OF SERVICES:** CITY shall provide emergency ambulance service within VILLAGE 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, 2022**, and shall end at 11:59 p.m. on **December 31, 2024**, 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 VILLAGE 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 VILLAGE 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 VILLAGE 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: VILLAGE shall pay the CITY, an annual fee of \$20 per VILLAGE resident, based on population as published in the most recent Wisconsin Department of Administration Municipality Population Estimate. CITY shall invoice VILLAGE in January of each year, with the fee due by March 1<sup>st</sup>.
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 VILLAGE, 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, VILLAGE 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 VILLAGES' 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 VILLAGE agree to provide notice to the other party of any claims presented pursuant to Wis. Stat. § 893.80 related to either CITY's or VILLAGE's performance under this Agreement.

7. SERVICES AND SUPPLIES: CITY shall replace those supplies used by VILLAGE 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 VILLAGE 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, VILLAGE, and VILLAGE residents, and it is not intended to benefit 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)