

2023
AMBULANCE SERVICE AGREEMENT
(3 Year)

This Ambulance Service Agreement (hereinafter "Agreement") made on the date set forth below between Riverside Fire District and the Village of Kronenwetter, Marathon County, Wisconsin (hereinafter "Customer"), both municipal corporations located in Marathon County, Wisconsin.

WHEREAS, Riverside Fire District owns ambulance equipment and employs trained emergency medical technicians; and

WHEREAS, Customer desires to contract for ambulance services for calls originating or terminating within the municipal boundaries of Customer; and

WHEREAS, Wis. Stats. §66.0301 authorizes municipalities in the State to enter into agreements for the purposes of providing services to residents of a municipality.

NOW, THEREFORE, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, Riverside Fire District and Customer, agree as follows:

1. **Services.** Through the proper alert of Marathon County dispatch, Riverside Fire District shall provide emergency ambulance services ("Ambulance Service") within the Service Area. Riverside Fire District is hereby authorized to respond to all calls in the Service Area for Ambulance Service with such medical equipment and employees, including mutual aid, as may be necessary to render such service in the discretion of the Riverside Fire Chief or his assistant in command.
2. **Service Area.** The service area for Ambulance Service pursuant to this Agreement includes the entire municipal boundary of Customer (the "Service Area").
3. **Term.** The initial term of this Agreement shall be three (3) years commencing on January 1, 2023, at 12:00am and expiring on December 31, 2025, at 11:59pm ("Initial Term"), unless renewed pursuant to Paragraph 4 of this Agreement.
4. **Automatic Renewal.** This Agreement shall automatically renew for a one (1)-year terms commencing on each January 1 after the Initial Term unless written notice of non-renewal is served by either party upon the other party at least ninety (90) days before expiration of the then current term.
5. **Termination.** Either party may terminate this Agreement if the other party materially breaches this Agreement. The party claiming the right to terminate shall serve written notice of the material breach to the other party. Termination shall not become effective if the breaching party remedies or cures the breach within thirty (30) days from receipt of such notice.

6. **Annual Base Fee.** Customer shall pay Riverside Fire District for providing the services herein an Annual Base Fee in the amount of \$5.92 per capita of Customer based on the State of Wisconsin Department of Administration's latest census information for Customer. Riverside Fire District shall bill Customer the sum due annually under this Paragraph by February 15th of each year. Said Annual Base Fee shall be due and payable by Customer to Riverside Fire District no later than April 1st of said year. The Annual Base Fee shall increase two percent (2.0%) each calendar year during the Initial Term and any Renewal Term(s), commencing on the second calendar year of this Agreement.
7. **Quarterly Processing Fee.** Customer shall also pay Riverside Fire District a quarterly processing fee of \$50.00 per patient care report. Riverside Fire District shall bill Customer the sum due for the processing fee herein at the end of each calendar quarter. Said quarterly processing fee shall be due and payable by Customer to Riverside Fire District within 30 days of receipt of said billing statement.
8. **Patient Charges.** In addition to the fees and charges set for in Paragraphs 6 and 7 hereinabove Riverside Fire District shall be entitled to all revenues that Riverside Fire District or its designated agent(s), shall directly bill patients (or the appropriate person/insurer responsible for payment) for services herein according to the fee schedule attached hereto and incorporated herein as Exhibit A. Said sums billed to patients shall be due and payable by the patients (or the appropriate person/insurer responsible for payment) within 30 days of receipt of said billing. Riverside Fire District may annually review the patient charges set forth on Exhibit A attached hereto and in its sole discretion adjust the patient charges accordingly. Customer shall not in any way be responsible to Riverside Fire District for payment of the patient charges set forth in this paragraph.
9. There shall be no fee for supplies that the First Responders use on ambulance calls.
10. **Liability Insurance.** In addition to worker's compensation insurance, Riverside Fire District shall carry general public liability insurance with limits of not less than one million dollars (\$1,000,000.00) for bodily injury, including accidental death, to any one person and not less than one million dollars (\$1,000,000.00) for each accident with a total aggregate of two million dollars (\$2,000,000.00). Riverside Fire District shall also provide property damage insurance with limits of not less than one million dollars (\$1,000,000.00) for each accident with a total aggregate of two million dollars (\$2,000,000.00).
11. **Indemnity.** Riverside Fire District and the Customer shall each hold the other harmless and indemnify the other and their agents from and against any and all claims and demands, including all claims of negligence, damages, losses, costs, charges and expenses, including attorney fees arising out of the defense of said claims related to Ambulance Service provided herein and for any loss occasioned by the acts or omissions of the other party, their employees or agents. Nothing herein shall waive the rights and defenses to which each party may be entitled under the law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendment thereto.

12. Notices. All notices, demand or other communications under this Agreement shall be sufficiently given or delivered when hand delivered or when mailed by first class mail, postage prepaid, as indicated below:

Riverside Fire District: Rob Bowen, Chief
Riverside Fire District
211 Grand Avenue
Rothschild, WI 54474

Customer: Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

13. Execution. This agreement shall become effective only upon the approval and execution of the Riverside Fire District Board of Directors and the Customer.
14. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
15. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any part, term or provision and the rights of the parties shall be construed as if the part, term, or provision was never part of the Agreement.
16. Waiver. No waiver by either party of any breach of any provision of this Agreement shall be deemed a waiver of any breach of any other provision of this Agreement. Any continuing or subsequent acceptance of payment under this Agreement by Riverside Fire District shall not be deemed a waiver of any preceding breach by Customer of any terms, covenants, or conditions of this Agreement.
17. Binding Effect. This Agreement shall be binding on each party and its successors and assigns, whether by consolidation, merger or otherwise.
18. Assignment of Rights. No party to this Agreement may assign its rights or responsibility hereunder without the prior written consent of the other party.
19. Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original but all of which together shall constitute the same instrument. Delivery of a signed counterpart by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.
20. Captions. The captions of the paragraphs in this Agreements are only for convenience or reference and do not define, limit, extend or describe the scope or intent of this Agreement.

21. Legal Relationship of the Parties. The legal relationship of the parties shall be that of independent contractor. The employees of either party shall not be considered an agent or employee of the other party for any purpose.
22. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind related to the subject matter hereof. There are no representations or understandings of any kind other than as we set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.
23. Riverside Fire District agrees to conduct four (4) EMS drills at the Kronenwetter Fire Station per year. These drills will occur in the months of March, June, September, and December of the calendar year. Topics to be determined by the Kronenwetter Fire Chief or his/her designee.
24. Riverside Fire District when dispatched for EMS at a fire scene in the Village of Kronenwetter, Riverside Fire District will follow NIMS standards regarding the management of the scene and will remain on-scene until released by the incident commander. While on-scene, the ambulance crew will provide medical care as needed along with providing rehabilitation services to firefighters as requested by the incident commander.
25. Riverside Fire District will continue to provide detailed incident response time reports to the Fire Chief and EMS Coordinator by the 10th of each month.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the authorized officials by motion duly adopted

[Signatures and acknowledgements of following pages]

RIVERSIDE FIRE DISTRICT

By: _____
_____, Chairman

ATTEST:

_____, Vice Chairman

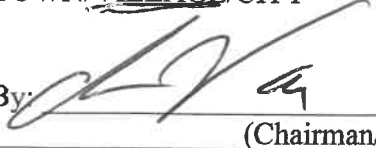
Adopted by Motion dated: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)


Personally, came before me on this ____ day of _____, 2022, the above named _____ to me known to be such persons who executed the foregoing instrument And acknowledged the same.

_____, Notary Public
State of Wisconsin
My Commission _____

TOWN/VILLAGE/CITY

By: 
_____ (Chairman/President/Mayor)

ATTEST:


_____, Vice Chairman

Adopted by Motion dated: 6-27-2022

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally, came before me on this 8th day of August, 2022, the above named Christopher Voll to me known to be such persons who executed the foregoing instrument And acknowledged the same.

Dianne E. Drew
Dianne E. Drew, Notary Public
State of Wisconsin
My Commission expires 11/25/2023

TOWN/VILLAGE/CITY

By: _____
_____ (Chairman/President/Mayor)

THIS INSTRUMENT DRAFTED BY:
Shane J VanderWaal
Dietrich VanderWaal, S.C.
530 Jackson Street
P.O. Box 1343
Wausau, Wisconsin 54402-1343
(715) 845-9401

Exhibit A:

<u>LEVEL OF SERVICE</u>	<u>RESIDENT FEES</u>	<u>NON-RESIDENT FEES</u>
ALS 1	\$950.00	\$1,100.00
ALS 2	\$1,100.00	\$1,300.00
ALS On Scene Care	\$850.00	\$1,000.00
BLS On Scene Care	\$325.00	\$400.00
BLS	\$850.00	\$1,000.00
SCT (Interfacility Transport)	\$1,200.00	\$1,500.00
Mileage	\$20.00 per mile	\$20.00 per mile
Oxygen	\$75.00	\$75.00
Spinal Immobilization	\$150.00	\$150.00
Return Check Fee	\$25.00	\$25.00