

**RIVERSIDE FIRE DISTRICT AND VILLAGE OF KRONENWETTER
MARATHON COUNTY, WISCONSIN
FIRST AMENDMENT TO
2023 AMBULANCE SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO 2023 AMBULANCE SERVICE AGREEMENT

("First Amendment") made this ____ day of January, 2026, by and between Riverside Fire District ("PROVIDER") and the Village of Kronenwetter "CUSTOMER" both municipal corporations located in Marathon County, Wisconsin and may be referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, the PROVIDER and CUSTOMER entered into the 2023 AMBULANCE SERVICE AGREEMENT (3 Year) dated September 15, 2022 ("Agreement");

WHEREAS, said Agreement provided CUSTOMER with ambulance services by PROVIDER for calls originating or terminating within the municipal boundaries of CUSTOMER;

WHEREAS, CUSTOMER and PROVIDER are satisfied with the performance of each Party hereto under the Agreement and therefore desire to extend and modify the Agreement as provided for herein; and

WHEREAS, pursuant to Paragraph 22 of the Agreement, the Parties may amend and modify the Agreement if said amendment or modification is in writing and executed by the Parties;

NOW, THEREFORE, IT IS HEREBY AGREED that, in consideration of the mutual promises, obligations and benefits provided herein the receipt, sufficiency and adequacy of which is hereby acknowledged, the PROVIDER and CUSTOMER agree as follows:

1. Paragraph 3 of the Agreement is amended to provide that the first renewal term of the Agreement shall be for a period of five (5) years commencing on and retroactive to January 1,

2026 at 12:00 a.m. and expiring on December 31, 2030 at 11:59 p.m. ("First Renewal Term"), unless renewed pursuant to Paragraph 4 of the Agreement.

2. Paragraph 4 of the Agreement is repealed shall hereafter provide as follows:

Automatic Renewal. This Agreement shall automatically renew for one (1) calendar year terms commencing on each January 1 after the First Renewal Term unless written notice of non-renewal is served by either Party upon the other Party at least one calendar year from January 1st, of the then Renewal Term. After such termination, the Parties shall remain responsible for their respective share of any remaining costs and services.

3. Paragraph 6 of the Agreement is repealed and shall hereafter provide as follows:

Annual Base Fee. CUSTOMER shall pay PROVIDER an Annual Base Fee in the amount of \$6.28 per capita of CUSTOMER based on the State of Wisconsin Department of Administration's latest census information for CUSTOMER. PROVIDER 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 PROVIDER no later than April 1st of said year. The Annual Base Fee shall increase two percent (2%) in each calendar year 2026 and 2027, three percent (3%) in each calendar year 2028 and 2029, and four percent (4%) in each calendar year thereafter.

4. Paragraph 10 of the Agreement is hereby amended to additionally provide as follows:

General liability insurance of the operator/driver of an ambulance is as set forth in Wis. Stat. §632.32. Workers compensation insurance for employees of the PROVIDER will be provided by the PROVIDER. Workers Compensation insurance for the employees of the CUSTOMER will be provided by the CUSTOMER. Malpractice insurance for the employees of

the PROVIDER will be provided by the PROVIDER. Malpractice insurance for the employees of the CUSTOMER will be provided by the CUSTOMER.

5. Paragraph 23 of the Agreement is repealed and shall hereafter provide as follows:

PROVIDER shall conduct four (4) EMS drills at the Kronenwetter Fire Station per year. Unless agreed upon otherwise by the Kronenwetter Fire Chief and the Riverside Fire District Chief, one drill shall be conducted each quarter of the calendar year. The Kronenwetter Fire Chief shall determine the topics for two of the drills and the Riverside Fire District Chief shall determine the topic for two of the drills. The Kronenwetter Fire Chief and Riverside Fire District Chief shall work cooperatively in scheduling the dates and times of these EMS drills.

6. Paragraph 24 of the Agreement is amended to provide as follows:

PROVIDER, when dispatched for EMS at a fire scene in the Village of Kronenwetter, PROVIDER 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.

7. Paragraph 26 of the Agreement is created to provide as follows:

Upon arrival at any scene or incident, PROVIDER shall be the primary patient care provider who shall direct all further assessments, interventions, and transport decisions.

8. Paragraph 27 of the Agreement is created to provide as follows:

Resident/Non-Resident Billing. Residents of CUSTOMER shall be invoiced at the “Resident” rate as set forth on the attached Resolution 2023-02 (as from time to time amended as set forth in the Agreement). All other patients shall be invoiced at the “Non-Resident” rate as set

forth on the attached Resolution 2023-02 (as from time to time amended as set forth in the Agreement).

9. Paragraph 28 of the Agreement is created to provide as follows:

Ambulance Operation/Driving. Upon request of the PROVIDER, employees of the CUSTOMER may operate/drive the PROVIDER ambulance(s) from a scene for the purpose of transport. Pursuant to Wis. Adm. Code § DHS 110, the PROVIDER crew shall be deemed the legally authorized two-person crew in such situations.

10. This First Amendment shall amend and modify only the provisions in the Agreement referenced herein for the limited purpose hereof and all other provisions of the Development Agreement are hereby reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to amend and modify the Agreement as of the date and year first above and, by so signing, the signatories certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this First Amendment on their behalf.

RIVERSIDE FIRE DISTRICT

By: _____
_____, Chairman

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally, came before me on this _____ day of _____, 2026, the above named _____ to me known to be such person and board member who executed the foregoing instrument and acknowledged that he executed the same as such and under the authority of Riverside Fire District.

_____, Notary Public
State of Wisconsin
My Commission _____

VILLAGE OF KRONENWETTER

By: _____
Dan Joling
Its: Village President

ATTEST:

_____, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally, came before me on this _____ day of _____, 2026, the above named _____ and _____ to me known to be such persons and village president and clerk who executed the foregoing instrument and acknowledged that they executed the same as such and under the authority of the Village of Kronenwetter.

_____, Notary Public
State of Wisconsin
My Commission _____

THIS INSTRUMENT DRAFTED BY:
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