

RICHLAND COUNTY EMS SERVICE

CONTRACT

RECITALS

WHEREAS the City / Town / Village of Richland Center (“Municipality”), being without its own emergency medical services (“EMS services”), finds it necessary to contract with Richland County Ambulance Services (“County”) to provide these services to the citizens and property of this community and those traveling through this community; and

WHEREAS the parties deem it to be in the best interest of the Municipality to maximize its EMS services protection by entering into this collaborative Agreement regarding the provision of such services; and

WHEREAS the Municipality deems it to be in its best interest to maximize EMS services and to minimize the cost to its citizens and property taxpayers by entering into this Agreement for EMS services with the County; and

WHEREAS Wis. Stat. § 66.0301 allows municipalities to contract with other municipalities for EMS services.

NOW THEREFORE BE IT RESOLVED that, for good and proper consideration, the parties’ agreement as to the sufficiency of which is signified by the signatures below, the Municipality enters into the following agreement with the County for EMS services:

SECTION 1: COUNTY RESPONSIBILITIES

1.) **Services Provided.** County shall provide Municipality with EMS services consistent with its licensure utilizing County’s facilities, equipment and personnel pursuant to this Agreement. Services shall include, but not be limited to: determining the operational policies for the service; providing for and housing staff necessary to operate the service; providing housing, maintaining, inspecting, repairing, and replacing all supplies, equipment, and vehicles used in the service; providing related management, billing and accounting services.

County shall comply with all applicable federal and state statutes, regulations, and administrative codes relating to governing licensed EMS providers, their employees, and their agents. County will also make best efforts to comply with the most recent version of the Wisconsin Department of Health Service’s “Wisconsin EMS Protocols.” Furthermore, County shall comply with such standards and procedures for occupational health and safety, patient care, privacy, and equipment reliability as may otherwise be required by applicable statutes, codes, and regulations, or conditions of insurability.

2.) **Licensure.** County shall obtain and maintain in force all required licenses for

providing emergency medical services pursuant to this Agreement. This includes, but is not limited to, ambulance provider licenses and emergency medical provider practitioner licenses, certifications and training permits as required by federal and state law.

3.) **Training.** County shall continue its ongoing in-service training program for the purpose of maintaining the skill, proficiency, and training level of its licensed emergency medical practitioners, and vehicle operators. The training shall be provided to ensure all staff, whether employed or independent contractors, are trained at a minimum level satisfying all federal, state and local regulations, and/or conditions of insurability.

4.) **Records and Reporting.** County shall prepare and maintain necessary records to meet all federal, state and local reporting requirements, as well as any reporting required by insurance carriers. County shall prepare and provide to the Municipality, on a semi-annual basis a statistical summary of actual EMS calls, including a breakdown of calls by type.

County shall keep a complete record of ambulance service on an approved form as required by the State of Wisconsin. Parties acknowledge that the County is a governmental entity subject to various open records laws and shall provide Municipality and any other requestor all records that are subject to said laws and from which it is not precluded from releasing by applicable privacy and confidentiality laws.

5.) **Insurance Coverage.** County shall maintain liability, errors and omissions, motor vehicle collision, workers' compensation, and liability coverage for all County personnel performing services pursuant to this Agreement.

SECTION 2: MUNICIPALITY OBLIGATIONS

6.) **Road Maintenance.** Municipality shall maintain and repair all roads within its jurisdiction that are within the service area in a reasonable manner to facilitate the safe and efficient provision of EMS services. Municipality shall notify County in advance, where possible, of road maintenance work or closings that might affect the normal routing of ambulances in response to an emergency call.

7.) **Rural Identification Numbers.** To ensure the quick and accurate identification of business and residential addresses during an emergency response, Municipality shall enforce the proper display of identification numbers in conformance with the system and standards established by the county.

8.) **Driveway Ordinance.** Municipality has adopted a driveway ordinance ensuring County will have safe access to property within the service area. Municipality shall hold all property owners or occupants responsible for complying with the ordinance.

SECTION 3: FINANCIAL ARRANGEMENTS

9.) **Formula for Expense Allocation.** County has calculated the average number of calls for service originating in the Municipality where EMS services were dispatched or

provided for the previous four years (2021, 2022, 2023, 2024), which totals **744.5**. Municipality shall annually pay to the County either \$2,500.00 or an amount equal to \$225.00 multiplied by that call average, whichever is greater. Payments may be made in a lump sum or in monthly installments. In either case, the final payment is due by December 31, 2026.

10.) **Invoicing.** County shall provide the Municipality with a quarterly invoice for all expenses.

11.) **Additional Fees Prohibited.** County shall not add any additional fees to those assessed by this Agreement, such as fees to cover special events, unless first agreed upon in writing by the parties.

12.) **Auditing.** County's audit results are available as a public record, accessible as described in Section 1(4).

SECTION 4: ADDITIONAL AGREEMENT TERMS

13.) **Non-Discrimination.** County shall not discriminate in the provision of services, employment practices, or in the allocation of benefits based on color, race, religion, national origin, sex, age, marital status, physical or cognitive disability in accordance with federal, state, and local laws.

14.) **Limit on Relationship of the Parties.** Municipality acknowledges that nothing in this Agreement shall create any relationship between the parties other than that described herein. County and its employees shall be independent contractors. County personnel shall be compensated without contribution from Municipality, other than as provided in this Agreement.

15.) **Indemnification.** Parties shall mutually indemnify and hold each other harmless for any claim of whatsoever nature arising from their performance of their obligations under this Agreement, except where such claims arise from the negligence or deliberate misconduct of a party.

16.) **Term.** This Agreement shall take effect once fully executed by both parties and shall terminate on January 1, 2027, with both parties then being released from any and all obligations under this Agreement. If the parties are interested in continuing the contractual relationship beyond 2026, negotiations for a new agreement should begin no later than July 1, 2026.

Either party may terminate this Agreement by providing the other party sixty days written notice of its intent to terminate. Such termination may be for any reason or no reason. Parties acknowledge both are governmental entities subject to the actions of the respective governing bodies.

17.) **Force Majeure.** Neither party shall be held liable for any failure to perform an obligation under this Agreement caused by unforeseen events and/or those beyond the control

of the parties, including but not limited to war, natural disaster, pandemic, etc.

18.) **Entire Agreement.** This Agreement is the full and complete agreement between the parties and supersedes all other agreements previously made between the parties relating to EMS services. There are no understandings or agreements between the parties other than those incorporated in writing in this Agreement. This Agreement may not be modified other than in writing and with the written consent of all the parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signature Page
Richland County EMS Service Contract
Calendar Year 2026

Ashley Oliphant, City Administrator
City of Richland Center

Date

Signature

Tricia Clements, County Administrator
Richland County

Date

Signature