

Agreement for Provision of Emergency Medical Services

THIS AGREEMENT, entered this 30th day of May, 2023, by and between Barneveld Brigham-Fire Rescue Protection District, a commission created by contract for the provision of public fire and rescue services pursuant to Wis. Stats., § 66.0301 (“District”), and the Village of Ridgeway, a municipal corporation (“Village”).

WITNESSETH:

WHEREAS, District has provided emergency medical services to the Village for many years; and

WHEREAS, the parties wish to specify the terms and conditions under which emergency medical services will continue to be provided to the Village; and

WHEREAS, both parties recognize the public need for adequate levels of emergency medical services, and wish to make possible the provision of emergency medical services on a mutually cooperative basis;

NOW, THEREFORE, in consideration of the mutual benefits to both parties accruing from adoption of this Agreement, the parties mutually agree as follows:

1. **Geographic Area to be Served.** District shall provide emergency medical services to all areas within the corporate limits of Village as described in Exhibit A. If the boundaries of the Village expand by annexation, Village shall notify District of the increased area to be served within 30 days of the effective date of the annexation.

Village recognizes that District also provides emergency medical services to Village of Ridgeway on a similar contractual basis and may serve other municipalities in the future.

2. **Emergency Medical Services.** District shall make on call emergency medical services available at all times for sick, disabled, or injured persons within Village and shall respond to all calls for services from the Village without preferences or discrimination against any party to this or any similar service agreement. The emergency medical services shall be provided by District on a turnkey basis, with District being responsible, among other things, for:

- a. Providing, housing, maintaining, inspecting, repairing, and replacing all emergency medical vehicles, facilities, equipment, and supplies used in the service;
- b. Conveying sick, disabled, and injured persons to the nearest source of emergency room services deemed necessary by the patient’s condition or by the patient’s physician;
- c. Determining the operational policies of the service;
- d. Training and staffing of emergency medical technicians licensed to operate at the level of EMT-Intermediate Technician
- e. Acquiring and retaining of all required licenses;

- f. Maintaining the records and dispatch system necessary for the service;
 - g. Obtaining appropriate liability insurance coverage; and
 - h. Providing or contracting for all required management, billing, and accounting services.
3. **Village Responsibility.** Village shall be responsible for the following duties:
- a. Village shall repair and maintain all roads under its jurisdiction in a reasonable manner so as to facilitate the safe and efficient provisions of services. Village shall notify District in advance, whenever possible, of road maintenance work or closings that might affect the normal routing of ambulances responding to emergency calls; and
 - b. In order to insure the quick and accurate identification of residential addresses during an emergency response, Village shall enforce the proper display of address numbering plates.
4. **Rescue Board.** Village shall appoint and approve a representative to serve as Trustee of the Rescue Board which shall administer the business and decisions relating to public rescue services furnished by the District.
5. **Compensation for Services.** The Village shall pay the District the prorated amount the District determines necessary to provide rescue services. The fee for services shall be based on the respective populations, as established by the Annual Population Estimate provided by the Wisconsin Department of Administration.

No later than May 31st of each year, the District will inform the Village of the proposed prorated portion that will be due the following year as follows:

- The first 50% of the budget money shall be paid by the Town/Village by January 20th of each year.
- The second 50% of the budget money shall be paid by the Town/Village by August 20th of each year.

These dates coincide with the payment schedule of tax monies to the State, County, School Districts, and Vocational School.

6. **Control of Service.** District shall retain full control over the operation of the emergency medical service but shall give reasonable notice to Village of any contemplated changes in service which would significantly alter the character of the service or have a direct fiscal impact upon the Village. District shall also bear responsibility for any liability for the operation or maintenance of the service, except for any liability arising from the negligent or intentional misconduct of Village, its officers, employees, or agents.
7. **Change in Licensure Levels.** In the event the District seeks upgrading to a higher level of certification, District shall inform Village of the intended change and discuss the impacts that the change would have on the service to Village residents and the financial cost to Village.

8. **Term of Agreement.** This Agreement, as amended from time-to-time, shall be in the nature of a continuing contract, and shall automatically renew from calendar year to calendar year. Either party may terminate this Agreement at the beginning of any calendar year, providing that written notice of the proposed termination was provided to the other party no later than June 1st of the preceding year.
9. **Amendment.** This Agreement may be amended from time to time by mutual agreement of the parties.
10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their heirs, successors, and assigns.

IN WITNESS WHEREOF the parties to this Agreement have caused their legal representatives to execute this Agreement on the _____ day of _____, 2023.

[Signature page to follow]

BARNEVELD BRIGHAM FIRE-
RESCUE PROTECTION DISTRICT:

TOWN/VILLAGE OF _____:

Jim Ramos, District President

Michele Casper, Village of Ridgeway
President

ATTEST:

ATTEST:

Megan Mieden, District
Secretary/Treasurer

Hailey Roessler, Village of Ridgeway
Clerk

Jason Carden, Town of Brigham
Chairperson

Megan Mieden, Town of Brigham Clerk

John Forbes, Village of Barneveld
President

Michelle Walker, Village of Barneveld
Clerk

EXHIBIT A

Village of Ridgeway in its entirety.