

**CITY OF TWO RIVERS FIRE DEPARTMENT AMBULANCE SERVICE
AMBULANCE SERVICE/RESCUE CONTRACT FOR VILLAGE OF KELLNERSVILLE**

THIS AGREEMENT made this 8th day of August, 2022, by and between the City of Two Rivers, hereinafter known as the "City of Two Rivers", and the Village of Kellnersville, hereinafter known as the "Village of Kellnersville"; both of Manitowoc County, State of Wisconsin.

WHEREAS the City of Two Rivers has the equipment necessary to provide Ambulance Service/Rescue protection within the boundaries of the Village of Kellnersville described, and whereas the Village of Kellnersville is ready, willing and able to contract for said services, and the parties wish to enter into an intergovernmental agreement pursuant to §66.0301(2), in the interest of the public health, safety, and welfare;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, it is agreed as follows:

1. The City of Two Rivers shall furnish suitable Ambulance Service/Rescue services within the corporation limits of the Village of Kellnersville. The City of Two Rivers agrees that said service will be furnished in conformance with Wisconsin Statutes Chapter 256, Wisconsin Administrative Code Chapter Trans 309 and Chapter DHS 110 as applicable. The City of Two Rivers will staff one (1) Advanced Life Support (ALS) ambulance 24 hours a day, 7 days a week basis. The ambulance will be dedicated exclusively to 9-1-1 emergency coverage that occur within the primary service area (PSA) of the Two Rivers Fire Department Ambulance Service, as well as provision of mutual aid response to other Manitowoc County EMS districts as outlined in the current Manitowoc County Mutual Aid agreement. Additional ambulances may also be staffed from time to time as necessitated by special events or other anticipated increased demands for EMS service. The 24 hour a day, 7 days a week staffed ambulance will be staffed by one (1) State of Wisconsin licensed EMT-Paramedic, at all times, and either a State of Wisconsin licensed EMT-Paramedic, EMT-Advanced or EMT-Basic at all times.

2. The Village of Kellnersville will pay the City of Two Rivers an amount of \$23.00 per person, \$7,636.00, based on the 2022 population report conducted by the State of Wisconsin Department of Administration Demographic Services Center of Wisconsin, Municipality Preliminary Population Estimate or as indicated by the Village of Kellnersville with their population update received from the State of Wisconsin in August, 2022. Fifty Percent (50%) of said sum is to be paid on or before January 31, 2023, with the remainder being paid in two installments, each being Twenty-Five Percent (25%) of the total sum. The first of said installments is due on or before May 1, 2023. The second and final installment is due on or before September 1, 2023. This contract is effective January 1, 2023 to December 31, 2023. The Village of Kellnersville also agrees that it will not contract for emergency ambulance services with any other public or private ambulance provider(s) for the duration of the time period this Agreement is in effect. This contract cancels and replaces the existing contract between the parties, which has a termination date of December 31, 2022. This contract is based on the representation of the City of Two Rivers that the existing contract does not generate adequate revenue to allow the City of Two Rivers to provide services under the contract and the Village of Kellnersville has no current feasible alternative for the services under this contract, and it is in the interest of the public health, safety, and welfare.

3. The City of Two Rivers represents it shall not charge a per person rate less than \$23.00 to any entity entering a contract with the same or similar terms. If the City of Two Rivers wishes to charge a lower rate in such circumstances, it agrees to reduce the rate charged to the Village of Kellnersville under this contract to the lower rate

4. The said parties shall meet no later than October 2023 to discuss renewal of this service contract for the following year.

5. The City of Two Rivers shall provide the necessary insurance protection for its equipment, personnel and other exposures. All Emergency Medical Services Special Event coverage within the Village of Kellnersville must adhere to the State of Wisconsin Administrative Code DHS110.44. The City of Two Rivers represents it will maintain in force and effect throughout the term of this contract, professional liability or medical malpractice insurance, as required by DHS 110.35(2)(d), Wis. Adm. Code, with limits of no less than \$1,000,000.00 per occurrence, and vehicle insurance with limits no less than present value. Upon request, the City of Two Rivers shall provide to the Village of Kellnersville proof of the existence and continuation of said insurance policies.

6. THAT the City of Two Rivers shall hold said Village of Kellnersville, including the Village of Kellnersville officers, supervisors, employees, and agents, harmless from any liability, loss, claim, action, cause of action, or damage of any kind, including property damage and personal injury, including death, resulting from this contract.

7. The said City of Two Rivers agrees to invoice the resident citizens of Village of Kellnersville that utilize the services of the City of Two Rivers pursuant to this Agreement or their legal representative and/or applicable insurance carrier for all charges incurred. The City of Two Rivers shall retain all ambulance user fees charged for such services and shall have control of all details related to providing services. The City of Two Rivers assumes all responsibility for providing services, including the collection of all user fees and other charges for said services.

8. The said City of Two Rivers will, for purposes of billing, consider all Village of Kellnersville residents to be a Resident that will be billed based upon resident fee rates in conjunction with the appropriate level of care fee. It is expressly understood that the resident fee rates are a reduced rate from the non-resident fees charged by the City of Two Rivers for said services. The non-resident fees have been established for person(s) who use the ambulance services of City of Two Rivers that do not reside in the boundaries of the Village of Kellnersville.

9. The City of Two Rivers shall notify the Village of Kellnersville of any material changes in the financial position of the ambulance operation upon receipt of such information.

10. The the City of Two Rivers has passed a resolution and a signed contract with MABAS (Mutual Aid Box Alarm System) Wisconsin. As described in Wis. Stat. § 323.13(1)(d).

11. The Village of Kellnersville is included in the City of Two Rivers Fire Department Ambulance/Rescue Service's Primary Service Area (PSA).

12. This contract may be terminated by either party upon one hundred and sixty (160) days written notice to the other party. Termination of said contract can be initiated in writing by either party. The per person fee agreed upon in this contract will be retained by the City of Two Rivers, in its entirety, if this contract is terminated pursuant to this section prior to the end date of December 31, 2023.

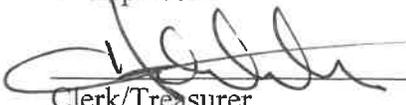
13. This contract may be terminated by either party in the event of default by the other party. In the event of termination pursuant to this section prior to the end date of December 31, 2023, all payments due and owing to the City of Two Rivers shall cease.

Subscribed and sworn to this 8th day of August, 2022.

Village of Kellnersville



Chairperson



Clerk/Treasurer

City of Two Rivers

City Manager

Clerk/Treasurer

