

**VILLAGE OF VALDERS, VALDERS  
FIRE DEPARTMENT AMBULANCE SERVICE  
AMBULANCE SERVICE/RESCUE CONTRACT FOR TOWN OF EATON**

THIS AGREEMENT made this 12<sup>th</sup> day of November, 2018, by and between the duly elected officers of the Village of Valders and Valders Fire Department Ambulance Service, hereinafter known as the "Village", and duly elected officers of the Town of Eaton, hereinafter known as the "Town"; both of Manitowoc County, State of Wisconsin.

WHEREAS the Village has the equipment necessary to provide Ambulance Service/Rescue protection of the properties located in the boundaries of the Town described, and whereas the Town 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), Wis. Stats., and the Town is acting pursuant to its village powers and §§60.22 and 60.565, Wis. Stats., or §§61.34 and §61.64, Wis. Stats., all 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. THAT said Village shall furnish suitable Ambulance Service/Rescue services within the corporation limits of the Town. The Village agrees that said service will be furnished in conformance with State of Wisconsin Statutes 256, D.O.T. Trans 309 and the State of Wisconsin Administrative Code DHS 110 as applicable. The Village 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 Valders 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. THAT said Town will pay the Village an amount of \$21.00 per person, \$17,472.00, based on the 2018 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 Town with their population update received from the State of Wisconsin in August, 2018. Fifty Percent (50%) of said sum is to be paid on or before January 31, 2019, 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, 2019. The second and final installment is due on or before September 1, 2019. This contract is effective January 1, 2019 to December 31, 2019. The Town 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, 2020. This contract is based on the representation of the Village that the existing contract does not generate adequate revenue to allow the Village to provide services under the contract and the Town 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. THAT the Village represents it shall not charge a per person rate less than \$21.00 to any entity entering a contract with the same or similar terms. If the Village wishes to charge a lower rate in such circumstances, it agrees to reduce the rate charged to the Town under this contract to the lower rate.

4. THAT said parties shall meet no later than September, 2019 to discuss renewal of this service contract for the following year and to designate representatives for each party to conduct negotiations concerning the same. The Town shall be represented on the Valders Ambulance Advisory Committee, an Advisory Committee only which shall meet quarterly, unless the Chairperson of the Committee determines that a special meeting is needed.

5. THAT the parties agree that the Village shall provide the necessary insurance protection for its equipment, personnel and other exposures. All Emergency Medical Services Special Event coverage within the Town must adhere to the State of Wisconsin Administrative Code DHS110.44. The Village 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 Village shall provide to the Town proof of the existence and continuation of said insurance policies.

5. THAT the Village shall hold said Town, including the Town's 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.

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

7. THAT said Village will consider all Town 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 Village for said services. The non-resident fees have been established for person(s) who use the ambulance services of Village that do not reside in the boundaries of the Town.

8. THAT the Village shall provide the Town with an annual fiscal report with respect to the ambulance service based on general accounting principles with normal auditing. This annual fiscal report will be delivered on or before July 31, 2019. Such accounting shall be based on the prior year to this Agreement. Said accounting shall include the actual revenue and expenses of the preceding year and annualized budget for the present year. The Village shall provide to the Town monthly income and expense statements with respect to the operation of the ambulance service, including balance sheets. These statements will be delivered on or before the 15th day of the month following the subject period. The provisions herein are for the Town's own information and do not impose any liability or responsibility on the Town with respect to the performance of the contract.

The Village shall notify the Town of any material changes in the financial position of the ambulance operation upon receipt of such information.

9. THAT the Village has passed a resolution and a signed contract with MABAS (Mutual Aid Box Alarm System) Wisconsin. §166.03(2)(a)3.

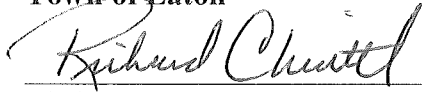
10. THAT the Town is included in the Village of Valders Fire Department Ambulance/Rescue Service's Primary Service Area (PSA).

11. THAT this contract may be terminated by either party upon sixty (60) 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 Village, in its entirety, if this contract is terminated pursuant to this section prior to the end date of December 31, 2019.

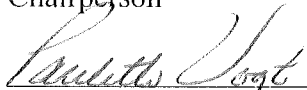
12. THAT this contract may be terminated by either party in the event of default by the other party. In the event of termination pursuant to this section prior to the end date of December 31, 2019, all payments due and owing to the Village shall cease.

Subscribed and sworn to this 12<sup>th</sup> day of November 2018.

**Town of Eaton**


  
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Chairperson

  
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Clerk/Treasurer

**Village of Valders**

  
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Village President

  
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Clerk/Treasurer