

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

*THIS AGREEMENT made this \_\_\_\_\_ 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.*