EMERGENCY AMBULANCE SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of __________, 2014 by and between the City of Middleton, a Wisconsin municipal corporation, (herein after referred to as “City”), and the Town of Middleton (herein after referred to as “Town”).

WHEREAS, the Parties have the authority to provide emergency ambulance service within their respective governmental jurisdiction, to wit:

a) The City operates its emergency ambulance service under the authority of Chapter 62.133, Wisconsin Statutes

b) The Town has the duty to provide or contract for emergency ambulance service under the authority of Chapter 60.565, Wisconsin Statutes; and

WHEREAS, the Town recognizes the need to guarantee the availability of reliable, prompt, and high quality emergency medical services (EMS) for its residents and visitors; and

WHEREAS, in order to accomplish that objective, the Town desires to contract with the City for emergency ambulance services; and

WHEREAS, the City is willing to provide emergency ambulance service to the Town under the terms and conditions hereinafter set forth; and

WHEREAS, the City and the Town are authorized, pursuant to the statutes cited above and pursuant to Chapter 66.0301, Wisconsin Statutes, to enter into this Agreement.

NOW, THEREFORE, the City and the Town (collectively referred to as the “Parties”) agree as follows:

1. DESCRIPTION OF SERVICES. The City hereby agrees to provide emergency ambulance services to the Town in accordance with the following criteria:

   a. The City shall staff a minimum of two (2) Advanced Life Support (ALS) ambulances on a 24 hours a day, 7 days a week basis. These ambulances will be dedicated exclusively to 9-1-1 emergency responses that occur within the primary response territory of Middleton EMS, as well as provision of mutual aid responses to other Dane County EMS districts as outlined in the current Dane County EMS Intergovernmental Agreement. Additional ambulances may also be staffed from time to time as necessitated by special events or other anticipated increased demands for EMS service.

   b. Each ambulance will be staffed with two (2) State of Wisconsin licensed EMT-Paramedics at all times

2. GEOGRAPHIC AREA TO BE SERVED. The City shall be the designated primary EMS response agency to provide emergency ambulance service within the lawful jurisdictional boundaries of the Town, as fully described in Appendix A. Any modifications that occur to the identified response territory boundary due to annexations or other jurisdictional changes shall be communicated to the City within sixty (60) days of its effective date.

3. TERM OF CONTRACT. The term of this agreement shall commence on January 1, ______ at 12:01 a.m. and will expire at midnight on December 31,_______, subject to the following:
a. The term of this Agreement shall automatically renew for successive one (1) year renewal terms commencing on January 1, _______, and each January 1st thereafter, unless each Party notifies the other, in writing, at least 12 calendar months prior to the expiration date of the initial term or the applicable renewal term, as the case may be, of its intent to not so renew.

b. The Town agrees that it will not contract for emergency ambulances services with any other public or private ambulance provider(s) for the duration of the time period that this Agreement is in effect.

4. **BILLING FOR SERVICES.** The City or the City’s billing contractor shall directly bill a “user fee” to the patient (or the appropriate person or payer that is responsible for payment) for all emergency ambulance services provided in the Town. Except for the costs as outlined below, the Town shall not be required to reimburse the City for the uncollectible portion of any specific patient bill related to emergency ambulance services provided in the Town. The rates (user fees) that will be charged to the patient shall be set each year by the City through a City Council resolution. Said resolutions are available from the City Finance Director or from the City’s website.

5. **CONTROL AND OWNERSHIP OF SERVICE.** The City shall contain full control of all aspects of its ambulance service, including ownership of all vehicles, buildings, and physical assets.

6. **EMS COMMISSION MEETINGS.** The Town shall be represented on the City of Middleton EMS Commission as defined in City ordinance 2.19. Standing meetings of the EMS Commission shall be scheduled quarterly, unless the Chairperson determines that a special meeting is needed.

7. **LEGAL RELATIONSHIP OF THE PARTIES.** The legal relationship of the parties shall be that of Independent Contractor. The employees of either party shall not be considered an agent or employee of the other party for any purpose.

8. **LIABILITY INSURANCE.** The City shall acquire and maintain throughout the term of this Agreement, liability insurance covering emergency ambulance services provided by the City of the following coverage types and policy limits:

   a. Vehicle liability insurance for bodily injury and property damage with a combined single limit of $1,000,000 per vehicle, and $10,000,000 occurrence

   b. General Liability and Professional Liability insurance for bodily injury, personal injury, and property damage with a minimum $1,000,000 per occurrence, claim, or incident and $2,000,000 annual aggregate

   c. Worker’s Compensation insurance as required under Wisconsin Statutes

9. **COST OF SERVICES AND PAYMENTS.** The Town agrees to pay the City an annual subsidy for all services performed. The amount of annual subsidy is calculated as a prorated share of the total annual budgeted operational costs for the City of Middleton EMS, minus the anticipated revenues from patient user fees. The remaining calculated subsidy amount is then divided between the City and all other municipalities that contract with the City for emergency ambulance services, based on the resident population of the primary geographical response area served by the City within each respective municipality. A sample calculation showing a typical subsidy distribution is attached in Appendix B. The Town will be invoiced by the City no later than July 1 of each year, with payment due by September 1 of that same year.

10. **TERMINATION.**

11. **INDEMNIFICATION AND HOLD HARMLESS.**
12. **NO ASSIGNMENT.**

13. **MODIFICATIONS AND AMENDMENTS.**

14. **WAIVERS.**

15. **ENTIRE AGREEMENT.**

16. **NOTICES.**

17. **INTERPRETATION AND SEVERABILITY.**

18. **GOVERNING LAW AND VENUE.**

19. **RESPONSE TIME CRITERIA.**

20. **OPERATIONAL REPORTS.** The City and its EMS Director will present an operational report to the Town at a regular meeting in (month) of each year. This meeting is intended to provide a forum for the Town to receive information and inquire about the operations and practices of Middleton EMS, review the previous year’s activities and statistics, as well as learn about any other upcoming significant changes that could alter the provision of EMS services or fiscal impact to the Town.

21. **REGULATORY COMPLIANCE.**

22. **LICENSES AND CERTIFICATIONS.**

23. **BUDGET DEVELOPMENT PROCESS.** The City and its EMS Director shall prepare and adopt an annual operating budget for the provision of service under this Agreement. The proposed budget shall be presented to the EMS Commission for informational purposes and feedback sufficiently in advance of the City’s budget deliberation process.

24. **MUTUAL AID.** The City shall establish and maintain mutual aid agreements with other Dane County municipal EMS providers through an Intergovernmental Agreement with Dane County.

25. **BREACH OR DEFAULT.**

26. **DISPATCH AND COMMUNICATION SYSTEMS.** The City will equip and maintain all necessary equipment to effectively and efficiently receive, dispatch, and communicate with the Dane County Public Safety Communications Center. Such equipment shall include:

   a. VHF mobile and portable radios programmed with all county Fire and EMS radio channels as outlined in the current Dane County Fire/EMS radio protocol

   b. 800 MHz mobile and portable radios programmed with all City of Madison Fire and EMS radio channels as outlined in the current Dane County Fire/EMS radio protocol

   c. Mobile data computer operating on the Dane County 911 system Tri-Tech CAD system

   d. GPS transceiver capable of identifying the real time location of each ambulance to the Dane County 911 Center

27. **FORCE MAJEURE.**