

1 **Ambulance and Emergency Medical Services Agreement**

2 This Agreement is made between the City of Adams, Village of Friendship, Town of Adams, Town  
3 of Quincy, Town of Strongs Prairie, Town of Preston, Town of Easton, Town of Springville, Town of  
4 Lincoln and Town of New Chester located in Adams County, Wisconsin and members of the Adams  
5 County Ambulance Board (hereinafter, "Municipalities/Adams County Ambulance Board") and Lifestar  
6 Emergency Medical Services, LLC (hereinafter, "Provider").

7 **Definitions:**

8 a. The Adams County Ambulance Board is a cooperative governmental unit created by the  
9 municipalities named herein for the purpose of providing emergency ambulance services to said  
10 municipalities.

11 b. The term "municipalities" refers to those governmental units obligated to provide  
12 emergency ambulance services and agreeing to the terms of this agreement and be party to the Adams  
13 County Ambulance Board Intergovernmental Agreement

14 c. Emergency Medical Technician - Paramedic is defined as: an individual who is specially  
15 trained in emergency cardiac, trauma and other lifesaving or emergency procedures in a training  
16 program or course of instruction prescribed by the Department of Health Services and who is examined  
17 and licensed as an emergency medical technician.

18 **RECITALS:**

19 1. The Municipalities are duly constituted units of government under the Wisconsin Statutes and  
20 members of the Adams County Ambulance Board and wish to provide for ambulance services and  
21 related emergency medical services (hereinafter collectively referred to as "Emergency Medical  
22 Services") to be available within their boundaries.

23 2. Provider possesses all licenses necessary to provide those Emergency Medical Services to  
24 Municipalities and possesses the staff and equipment to perform those Emergency Medical Services.

25 3. The Municipalities/Adams County Ambulance Board and the Provider have reached an  
26 Agreement for Provider to provide those Emergency Medical Services to Municipalities under the terms  
27 set forth in this Agreement.

28 **AGREEMENT**

29 NOW, THEREFORE, in consideration of the terms and covenants set forth below in this Agreement,  
30 Municipalities/Adams County ambulance Board\_ and Provider agree as follows:

31 **1. Emergency Medical Services.** At all times while this Agreement is in effect, the Provider shall  
32 hold an emergency medical service provider license (at the paramedic level), issued by the Wisconsin  
33 Department of Health Services and shall maintain ***all*** other necessary licenses for performing the  
34 Emergency Medical Services provided for under this Agreement. Provider shall provide Emergency  
35 Medical Services consistent with any Wisconsin operational plan applicable to the provision of services

1 under this Agreement and in accordance with all applicable governmental rules and regulations. Those  
2 Emergency Medical Services shall be performed within the boundaries of the Municipalities, which shall  
3 be deemed to be the "Primary Service Area" under this Agreement. The Provider and the  
4 Municipalities/Adams County Ambulance Board shall meet to develop written policies that shall apply to  
5 the services being provided under this Agreement.

6 The Provider shall have available to serve those persons within the Municipalities with Emergency  
7 Medical Services as follows:

- 8 A. Two (2) Advanced Life Support ambulances and crew, staffed in-house at the EMT-  
9 Paramedic Level, 24 hours a day, seven (7) days a week; with exception that,
- 10 B. One ambulance and crew will be permitted to conduct inter-facility transfers as call  
11 Line11 page 2 volume allows at time of inter-facility transfer request; and,
- 12 C. One ambulance as a back-up squad that may be available for standby events, as a  
13 maintenance rig or calls if additional staff is available.

14 Any changes regarding hours/days must be mutually agreed upon by the Municipalities/ Adams County  
15 Ambulance Board and the Provider. When requested by the Municipalities/ Adams County Ambulance  
16 Board, the Provider will utilize the crew and staffing for community events with the understanding that  
17 911 calls supersede the standby. The unit will respond to 911 calls regardless of Standby events.

18 The Provider shall maintain mutual aid agreements with participating nearby ambulance services.  
19 Further, the Provider shall maintain satisfactory protocols to coordinate Emergency Medical Services  
20 with area fire departments and law enforcement departments.

21 **2. Ambulance Dispatch.** The Provider shall use the "911" emergency dispatch system provided by  
22 the Adams County Sheriff's Office. The Provider shall provide reports to the Municipalities/Adams  
23 County Ambulance Board on 911 call parameters during recurrent Adams County Ambulance Board  
24 meetings, or at the request of the Adams County Ambulance Board. The Provider shall work with the  
25 Adams County Sheriff's Department on protocols, policies and procedures. Any issues that may arise  
26 relating to those matters shall be promptly addressed between Provider and Adams County Sheriff's  
27 Department and the Municipalities/ Adams County Ambulance Board notified by the Provider.

28 **3. Equipment.** In providing Emergency Medical Services, all ambulances shall be properly  
29 approved and licensed/certified by all applicable governmental authorities. The Provider agrees to  
30 maintain all vehicles and equipment in good working order and in compliance with all applicable  
31 requirements under state law. The ambulance units shall be properly equipped in order to provide  
32 service in accordance with the State of Wisconsin requirements for Paramedic Level service, and shall  
33 provide a copy of the Wisconsin State Patrol Trans 309 Inspection Report to the Municipalities /Adams  
34 County Ambulance Board after each inspection. A comparable ambulance shall also be available to  
35 provide Emergency Medical Services under this Agreement for times that a unit is out of service for  
36 maintenance.

1 **4. Personnel.** All ambulance crews responding to a call under this Agreement shall be properly  
2 certified to perform Emergency Medical Services at the EMT level. Each ambulance shall operate with at  
3 least two (2) trained, licensed personnel, one (1) of whom must be licensed as an Emergency Medical  
4 Technician - Paramedic. Emergency Medical Technician - Paramedic is defined as: an individual who is  
5 specially trained in emergency cardiac, trauma and other lifesaving or emergency procedures in a  
6 training program or course of instruction prescribed by the Department of Health Services and who is  
7 examined and licensed as an emergency medical technician - paramedic. The other personnel shall be,  
8 at a minimum, a licensed Emergency Medical Technician \* Basic. Proof of licensure and local credential  
9 agreements shall be furnished annually for existing employees and new employees quarterly.

10 **5. Provider Responsibilities.** The Provider has the responsibility and right to direct the day to day  
11 activities of its employees. The Provider agrees to instruct its employees to conduct themselves in a  
12 courteous and professional way in dealing with the people in the Primary Service Area. The parties  
13 recognize that good will and a favorable reputation in the community are important to both the  
14 Municipalities/Adams County Ambulance Board and the Provider.

15 **6. Term.** The Municipalities/Adams County Ambulance Board recognize that in anticipation of  
16 performing services under this Agreement, the Provider has incurred significant expense to ensure that  
17 appropriate staff and equipment are available at all times. The parties agree, in light of the financial  
18 commitment made by the Provider that this Agreement shall be in effect for a 60 month period  
19 commencing-, on January,1,2020and ending on December,31,2024. The parties agree that during the  
20 term of the Agreement, none of the Municipalities/Adams County Ambulance Board may terminate the  
21 Agreement mid-term, unless the Provider is in breach of its obligations under the Agreement and has  
22 failed to cure that breach after appropriate notice as described below in Paragraph 10 of this  
23 Agreement.

24 **7. Nature of Relationship.** This Agreement does not create an employer/employee relationship  
25 between the Municipalities/Adams County Ambulance Board and the Provider. The compensation paid  
26 to the Provider hereunder is made solely to induce the Provider to provide Emergency Medical Services  
27 to persons within the Primary Service Area without the necessity of the Provider first inquiring as to the  
28 financial responsibility and ability to pay of the persons provided services. The Provider is an  
29 independent contractor working solely for the persons within the Primary Service Area for whom  
30 ambulance and emergency Medical Services are being provided. The Provider shall not, through  
31 advertisement or otherwise, either directly or by implication, holds itself out as an agent and/or  
32 employee of the Municipalities/Adams County Ambulance Board.

33 **8. Subsidy and Fees.** Provider is entering into an Agreement to perform Emergency Medical  
34 Services with each of the Municipalities listed in Addendum A. The total subsidy owed by the  
35 Municipalities collectively to Provider for 2020 is \$301297.50, the subsidy amount for 2021 will be a 3%  
36 increase, or a total of \$310,336.42 the subsidy amount for 2022 will be a 3% increase, or a total of  
37 \$319,646.51 the subsidy amount for 2023 will be a 1.5% increase, or a total of \$324,441.20 and the  
38 subsidy amount for 2023 will be 1.5%, or a total \$329,301.81. The per resident rate will be calculated as  
39 part of Addendum A. The payment owed by each Municipality shall be made in quarterly installments

1 made by the Municipality within thirty (30) days after the close of the quarter. In calculating the subsidy  
2 due from each of the Municipalities to the Provider, that payment shall be divided among the  
3 Municipalities as described in Addendum A. Each Municipality shall be solely responsible for its share of  
4 the subsidy payments owned under this Agreement. Provider shall invoice each Municipality for the  
5 amount owed by it, at least thirty (30) days prior to the due date of its payment. No Municipality shall be  
6 responsible for the subsidy payment owed by any other Municipality under this Agreement. If any  
7 payment owed by a Municipality is not received within thirty (30) days of its due date, the Municipality  
8 that is in default,( in addition to all other amounts due from it), shall then be responsible for paying all of  
9 Providers actual costs of collection, including reasonable attorney's fees. The Provider shall be  
10 responsible for billing and collecting all patient fees and charges at rates to be determined by the  
11 Provider. The Provider shall be responsible for all costs of providing services under this Agreement. In  
12 the event of the default by any municipality, this contract shall remain in place and no part may be  
13 changed without agreement by Adams County Ambulance Board and Lifestar Emergency Medical  
14 Services, LLC

15 **9. Liability Insurance and Indemnity.** The Provider agrees to maintain policies of insurance  
16 insuring the Provider against claims, errors and omissions in the performance of its Emergency Medical  
17 Services, but not less than those amounts shown on Addendum B. The Provider also agrees to maintain  
18 policies against claims for personal injury or property damage caused in the operation of the  
19 ambulances and maintains policies for general liability, along with such other coverages as shown in the  
20 modified example of Certificate of Liability. Provider shall indemnify and hold harmless said  
21 municipalities and the Adams County Ambulance Board from any afore mentioned claims. Insurance  
22 attached as Addendum B. The Municipalities/Adams County Ambulance Board shall be named as  
23 additional insured on any liability policies. The Provider agrees to indemnify the Municipalities against,  
24 and hold the Municipality/ Adams County Ambulance Board harmless from, all claims, actions and the  
25 rights of action for injuries, losses and damages arising in any way out of the services and/or operations  
26 of the Provider under this Agreement, including, among other things, all legal costs and expenses  
27 incurred relating to such claims, actions and/or rights of action. Copies of all insurance policies shall be  
28 provided to the Municipalities/ Adams County Ambulance Board , upon request. However, under no  
29 circumstances shall Provider be liable for, or indemnify Municipalities for or against, the actions,  
30 inactions, errors or omissions of the Adams' County Sheriff's Department or for the actions, inactions,  
31 errors or omissions of a responding law enforcement agency.

32 **10. Termination.** In the event that Provider or any of the Municipalities wish to terminate the  
33 Agreement at the end of its current term, that party must provide written notice to the Adams County  
34 Ambulance Board and each of the other parties (at the addresses provided herein via registered mail or  
35 hand delivery) no less than 120 days prior to the expiration of the current term. If such notice is timely  
36 given, then this Agreement shall fully terminate at the end of its current term, unless an extension of  
37 this Agreement is negotiated and agreed upon by the Provider and the remaining Municipalities/ Adams  
38 County Ambulance Board that desire to continue to receive services from Provider. In the event that any  
39 Municipality, or the Adams County Ambulance Board believes that the Provider is in breach of any of its  
40 obligations under this Agreement, it must provide written notice to the Provider at the address provided

1 herein either via registered mail or hand delivery. Such notice shall be deemed delivered upon actual  
2 receipt. The Provider shall then have the opportunity to cure any alleged default within ten (10) business  
3 days. In the event that the default is not cured within that period, then the Municipality or Adams  
4 County Ambulance Board that provided such Notice of Breach, shall be entitled to terminate this  
5 Agreement, as to that Municipality, upon written notice provided to the Provider and pursue damages  
6 which it may deem it sustained as a result of such breach. In that event, the Agreement shall continue in  
7 effect as to the remaining Municipalities, except the subsidy to be paid to Provider shall be reduced by  
8 the payment that would have been owed by that Municipality that has terminated its participation in  
9 this Agreement as provided above. In the absence of a breach that the Provider does not cure as  
10 described herein, no Municipality shall be able to terminate or cancel this Agreement prior to the end of  
11 its then current term.

12 **11. Assignment.** This is a personal services Agreement between the Municipalities/ Adams County  
13 Ambulance Board and the Provider. The Provider may not assign any of the obligations or rights (other  
14 than the right to receive the subsidy payment) contained in this Agreement to any other party, without  
15 the prior written consent of the Municipalities/ Adams County Ambulance Board . Such written consent  
16 shall not be unreasonably withheld or delayed.

17 **12. Performance Assurance.** To assure performance under this Agreement, Provider shall deposit  
18 the sum of \$100,000.00 in a special escrow account, which account shall be maintained while this  
19 Agreement is in effect and used to compensate the Municipalities for any damages resulting from a  
20 breach of contract of this Agreement by Provider. A special Escrow Agreement, covering the terms  
21 applicable to that account shall be executed by the parties contemporaneously with the execution of  
22 this Agreement.

23 **13. Miscellaneous.**

24 a. (Governing law.) This Agreement shall be governed and interpreted in accordance with,  
25 and the rights of the parties shall be determined by, the laws of the State of Wisconsin.

26 b. (Severability.) If any provision of this shall be declared invalid or illegal for any reason  
27 whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this  
28 agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision  
29 had not been contained herein.

30 c. (Entire Agreement.) This Agreement represents the entire Agreement between the  
31 parties hereto with respond to the subject matter hereof, and supersedes all prior or contemporaneous  
32 oral or written negotiations, understandings and agreements.

33 d. (Amendment.) No alteration or modification of this Agreement, including Addendums  
34 hereto, shall be valid unless made in writing and executed by each of the parties hereto.

35 e. (Notices.) Any notice or other communication required pursuant to the provisions of  
36 this Agreement shall be in writing and shall be deemed effective when hand delivered or sent by

1 registered mail, postage prepaid, return receipt requested, as shown on Addendum C. Any party may  
2 change the address for the receipt of notice given pursuant to the provisions of this section, by notifying  
3 the other parties, in writing, of its new address.

4 f. (Waiver of Breach.) The waiver by either party of a breach of any provisions of this  
5 Agreement shall not operate or be constructed as a waiver of any subsequent breach by any other  
6 party.

7 g. (Captions.) The section headings included in this Agreement are for convenience of  
8 reference only and shall not be utilized to limit, define or interpret the provisions of this Agreement.

9 h. (Further Actions.) Each of the parties agree that it shall hereafter execute and deliver  
10 such further instruments and do such further acts and things as may be required to carry out the intent  
11 and purpose of this Agreement and as are consistent with the terms hereof.

12 i. (Enforcement.) Any party shall be entitled to enforce the terms of this Agreement. If a  
13 suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its actual  
14 litigation costs, including reasonable attorney fees, from the non-prevailing party.

15 j. (Counterparts.) This Agreement may be executed in any number of counterparts, each of  
16 which shall be deemed an original, but all of which shall constitute one and the same.

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1 **Signature page for municipality**

2 City of Adams

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6 \_\_\_\_\_ Title

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8 \_\_\_\_\_ Date

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10 Village of Friendship

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12 \_\_\_\_\_ Signature of representative

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14 \_\_\_\_\_ Title

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16 \_\_\_\_\_ Date

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18 Town of Adams

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24 \_\_\_\_\_ Date

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26 Town of Easton

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32 \_\_\_\_\_ Date

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34 Town of Lincoln

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36 \_\_\_\_\_ Signature of representative

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38 \_\_\_\_\_ Title

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40 \_\_\_\_\_ Date

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1 Town of New Chester

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27 Town of Springville

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35 Town of Strongs Prairie

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1 **Addendum A**

2 The subsidy payment from each participating Municipality shall be determined as follows: Each  
3 year, the population of each participating Municipality, based on the most recent Wisconsin  
4 Department of Administration estimate, shall be added together to determine the total  
5 population. The subsidy amount shall then be divided by the total population to determine a  
6 per capita rate. Each Municipality shall be responsible for a subsidy payment equal to the per  
7 capita rate multiplied by its population as determined above. In the event a Municipality  
8 terminates the Agreement without cause, the Provider shall be solely responsible for collecting  
9 that Municipality's share of the subsidy and shall vigorously pursue the enforcement of the  
10 Agreement as it relates to that Municipality including litigation if necessary. In the event such  
11 breach by a Municipality occurs and litigation is commenced, then Provider, if it prevails, shall  
12 be entitled to recover from that Municipality, in addition to other amounts owed to it, its actual  
13 litigation expenses, including reasonable attorney's fees. An additional Municipality(s) may be  
14 added to this Agreement by approval of Provider and by an approval vote of two (2) more than  
15 a majority vote of the existing participating municipalities. In that event, the contracted subsidy  
16 will be re-determined with a new total population thereby reducing the individual subsidies  
17 currently paid.

18 It is agreed that the most current population estimates available at this time, using the  
19 Wisconsin Department of Administration figures for each Municipality for 2018, are as  
20 follows:

21 City of Adams	1918
22 Village of Friendship	742
23 Town of Adams	1364
24 Town of Easton	1102
25 Town of Lincoln	294
26 Town of New Chester	1,111 ( Does not include fed. prison population)
27 Town of Preston	1399
28 Town of Quincy	1179
29 Town of Springville	1295
30 Town of Strongs Prairie	1166
31 Total	11,570

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33 **The per-resident fees are based on the total subsidy listed on page 4 #8 Subsidy and Fees ,**  
34 **divided by the population figures listed under addendum lines 21 through line 31. The per-**  
35 **resident fees for 2020 will be \$26.04 per resident per year, 2021 the rate is \$26.82per resident**  
36 **per year, 2022 the rate is \$27.62 per resident per year, 2023 the rate is \$28.04 per resident per**  
37 **year,2024 the rate is \$28.46 per resident per year.**

1 **Addendum B**

2 **Modified Example of Certificate of Liability Insurance**

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Type of Insurance	Limits	Limits
General Liability -	Each Occurrence	\$1,000,000
	Damages to Renter Premises	\$50,000
	Med Exp	\$5,000
	Personal & Adv Injury	\$1,000,000
	General Aggregate	\$3,000,000
	Products Comp/op Agg	\$1,000,000
Automobile Liability	Combined Single Limit	\$1,000,000
Retention \$10,000		
	Aggregate	\$2,000,000
Workers Compensation and	WC Statutory Limits	
Employer's Liability	Each Accident	\$100,000
	E.L. Disease-EA Employee	\$ \$100,000
	ESL Disease Policy Limit	\$500,000
Professional Liability	Per Claim/Aggregate	\$1,000,000/\$3,000,000

21 **Addendum C**

22 **The address as referred to in #13 (e.) shall be the address of the Chair of the Adams County**  
23 **Ambulance Board at the time of the notice/communication and the address for the provider**  
24 **shall be:**

25 **Michael L. Krueger, President**  
26 **Lifestar Emergency Medical Services, LLC.**  
27 **P.O. Box 113**  
28 **West Bend, Wi. 53095**  
29 **(262)335-9950**

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