

CONTRACT FOR PROVISION OF EMERGENCY MEDICAL SERVICES
By and Between Deer-Grove EMS District and the Town of Deerfield
(the "Agreement")

This Agreement is entered into by and between Deer-Grove EMS District and the Town of Deerfield, both located in Dane County, Wisconsin.

RECITALS

WHEREAS, Deer-Grove EMS District (hereafter the "District") and the Town of Deerfield (hereafter the "Town") recognize the public need for adequate levels of emergency medical services within their respective areas of jurisdiction; and

WHEREAS, the purpose and intent of this Agreement is to make possible the provision of such emergency medical services on a mutually cooperative basis; and,

WHEREAS, the District and Town wish to enter into a contract for the provision of emergency medical services beginning on January 1, 2024.

AGREEMENT

NOW, THEREFORE, pursuant to resolutions duly adopted by the governing bodies of the District and the Town of Deerfield, and for and in consideration of the mutual agreements and covenants herein contained, the parties mutually agree to cooperate in the provision of emergency medical services by the District in accordance with the following terms and conditions.

SECTION 1 - GEOGRAPHIC AREA TO BE SERVED

The Town Board has determined the exact geographic area within the Town to which the District shall provide emergency medical services. The geographic service area to be served by the District under this Agreement is depicted on the attached map in **Exhibit A**, which map is expressly incorporated herein by reference ("Service Area").

Following execution of this Agreement, the Town of Deerfield and the District may only change the Service Area by expressly amending this Agreement. Accordingly, the Town shall notify the District by September 1 of each year if it desires to make any changes in the boundaries of the service area for the upcoming calendar year and the District and Town shall work together in good faith to reach a mutual agreement to change the Service Area.

The Town of Deerfield recognizes the District may also provide emergency medical services to all or part of other municipalities on a similar contractual basis. As of this date, the District serves the following other municipalities: The Town of Cottage Grove, the Village of Cottage Grove, the Village of Deerfield, the Town of Deerfield, a portion of the Town of Pleasant Springs.

SECTION 2 - RESPONSIBILITIES OF THE DISTRICT

Under the terms of this Agreement the District shall be responsible for the following duties:

- 2.01 Provide Emergency Medical Services. The District shall make on call emergency medical services available at all times for sick, disabled, or injured persons within the Service Area, and shall respond to all calls for service therefrom. The EMS services provided to the Town shall be at the same level as the District. The District may provide this service through the means of its choosing, such as through the direct provision of services, or through the contracting of service providers. Obligations and duties of the District may be delegated to its chosen service provider.

The above emergency medical services shall be provided on a turnkey basis with the District being responsible for, among other things: determining the operational policies of the service; providing and housing the staff necessary to operate the service; providing, housing, maintaining, inspecting, repairing, and replacing all supplies, equipment, and vehicles used in the service; obtaining and furnishing appropriate insurance coverages; and providing all related management, billing, and accounting services. Should additional costs be incurred, the Town of Deerfield will not be responsible for providing additional funds to the District.

The District's failure to perform any term or condition of this Agreement as a result of conditions beyond its control, including but not limited to war, fires, floods, pandemics, acts of God, governmental restrictions and power failures shall not be deemed a breach of this Agreement.

- 2.02 Comply with Applicable Statutes, Codes, and Regulations. In the operation of the service, the District shall comply fully with applicable federal and state statutes and administrative codes and regulations governing licensed ambulance providers, their employees/volunteers and agents. Further, the District shall comply with such standards and procedures for occupational health and safety, patient care, and equipment reliability as may otherwise be required by applicable statutes, codes and regulations, or conditions of insurability.
- 2.03 Maintain Licenses. The District shall obtain and keep in force any ambulance provider licenses, emergency medical technician licenses, certifications and training permits, required by federal or state law.
- 2.04 Provide Training. The District shall continue its ongoing in-service training program for the purpose of maintaining the skill, proficiency, and training level of its licensed emergency medical technicians, emergency medical technician trainees, and emergency vehicle operators at levels sufficient to satisfy no less than the minimum course requirements of applicable federal and state statutes, administrative codes and regulations, or conditions of insurability.

- 2.05 Maintain Records. The District shall continue to prepare and maintain necessary records and meet all reporting requirements imposed by federal, state, or county authorities or insurance carriers.
- 2.06 Furnish Statistical Information. The District shall prepare and provide to the Town of Deerfield, on a monthly basis, a statistical summary of actual EMS calls, including a breakdown of calls by type and by political jurisdiction in the format as currently provided to the participating municipalities.
- 2.07 Financial Audit. As part of any annual financial audit of its general municipal operations, the District shall have its independent auditors verify the actual year-end expense and revenue and expense figures for the District related to the performance of this contract for the preceding fiscal year.

SECTION 3 - RESPONSIBILITIES OF THE TOWN OF DEERFIELD

Under the terms of this Agreement the Town of Deerfield shall be responsible for the following duties.

- 3.01 Provide Population Statistics. The Town of Deerfield shall provide in a timely manner annual estimate of population living within the Service Area of its jurisdiction and the estimated Equalized Improvement Values to the District by September 15th of each calendar year.
- 3.02 Maintenance of Roads. The Town of Deerfield shall maintain and repair all roads under its jurisdiction within the Service Area in a reasonable manner so as to facilitate the safe and efficient provision of services. The Town of Deerfield shall notify the District in advance, whenever possible, of road maintenance work or closings that might affect the normal routing of ambulances in response to an emergency call.
- 3.03 Rural Identification Numbers. In order to insure the quick and accurate identification of a residence address during an emergency response, the Town of Deerfield shall enforce the proper display of rural identification numbers in conformance with the system and standards established by Dane County.
- 3.04 Driveway Ordinance. The Town of Deerfield has adopted a written driveway ordinance that ensures that the District will have safe and easy access to property within the Service Area. The Town shall hold all property owners or occupants responsible to abide by the ordinance to ensure safe and easy access to the Service Area.

SECTION 4 - TERM. This Agreement, shall commence on January 1, 2024 at 00:00:00 hours (hereafter Commencement Date) and remain in full force and effect until December 31, 2028. Either party may terminate this Agreement at the end of the Initial Term by providing the other party with six (6) months written notice of its intent to terminate.

4.01 Early Withdrawal. Except as stated below, neither party may withdraw from the Agreement. While both parties may mutually agree to a change in Service Area or an early withdrawal, such changes must be made by formal amendment of the Agreement. If the parties are unable to agree to terms of early withdrawal during the Initial Term, the Agreement shall remain in full force and effect until the termination date of December 31, 2026.

The parties acknowledge that the District was created by an intergovernmental agreement between the Town of Cottage Grove and Villages of Deerfield and Cottage Grove. The parties recognize that pursuant to such intergovernmental agreement one or more of the municipalities may leave the District and the District may dissolve. In the event of dissolution of the District or in the event that one or more of the Town of Cottage Grove or Villages of Deerfield or Cottage Grove withdraw from the District, the parties to this Agreement agree that the District may unilaterally terminate the Agreement during the Initial Term following 6 months written notice.

SECTION 5 - FINANCIAL ARRANGEMENTS

Fee Schedule. The annual fee schedule for cost of services is derived by multiplying a percentage, derived by dividing each Municipality's latest equalized value by the latest total equalized value of the entire District, by the total budget. The first year's cost will be at 60% of the full fee allocation for 2024, with increase to 75% and 90% in subsequent years. Following that, the annual schedule of payments shall be as follows:

2024	\$69,059.86
2025	\$81,616.19
2026	\$94,172.53
2027	\$106,728.87
2028	\$119,285.21

An annual bill shall be sent to the Town of Deerfield by January 1 of each year for the above applicable amount. The Town of Deerfield agrees to pay 50% of its contract share by March 15th of each year and the remaining 50% by September 15th of each year.

5.01 EMS Patient Care Billing Rate. On a regular basis, the DGEMS District Commission establishes and approves a resident fee rate for services performed by the District. These fees are generally billed directly to the recipient of such services. Residents of the Town of Deerfield will be assessed the resident fee for services received or performed by the District. The District will be responsible for billing these costs directly to the resident and will retain 100% of any and all such fees collected. The Town of Deerfield will not be responsible for the difference between the amount billed for such fees, but which go uncollected by the District.

SECTION 6 - EMS COMMISSION

The Deer-Grove EMS District and the District Commission are established through the Intergovernmental Agreement among the Town of Cottage Grove and Villages of Cottage Grove and Deerfield pursuant to Wis. Stat. 66.0301. The Deer-Grove EMS Commission is established to jointly discuss and advise the participating municipal boards on provision of EMS services under the Intergovernmental Agreement, including issues related to operating and capital budgets, user charges, and service levels. Each municipality appoints two representatives to serve on the commission. The commission meets monthly on a schedule to be determined by the appointed representatives.

Except as provided for below, a member or members of the Town of Deerfield Board may attend any or all meetings and may have input on any business conducted by the Deer-Grove EMS Commission; however, will not have any voting rights. Board members of the Town of Deerfield shall not be authorized to attend closed sessions of the Deer-Grove EMS Commission involving confidential personnel-related issues, collective bargaining, litigation, strategy concerning negotiations or disputes between the Town and the District, or when any other good-faith reason (such as preservation of the attorney-client privilege) dictates exclusion of the Town board member from the discussion. It is the intent of Deer-Grove EMS to ensure that a line of communication is established and maintained with all of its contracting municipalities.

SECTION 7 - RESOLUTION OF DISPUTES

The chief elected official of any of the participating municipalities served by Deer-Grove EMS may request in writing to the Deer-Grove EMS Commission Chairperson, at any time, a meeting regarding any matter arising out of the terms and provisions of this Agreement.

SECTION 8 - EFFECTIVE DATE

This Agreement shall become effective and binding upon execution by both parties, and the term will commence on the Commencement Date as stated in Section 4 above.

SECTION 9 - PRIOR AGREEMENTS; AMENDMENTS; ENTIRE AGREEMENT

This Agreement, specified Exhibits, and other agreements or documents specified herein shall constitute the entire contract between the parties and no representation, inducements, promises, agreements, oral or otherwise as it pertains to the subject of this Agreement shall be binding on the parties or shall be held to vary the provisions herein.

As of the Commencement Date of this Agreement January 1, 2024, all prior agreements between the parties pertaining to the subject matter hereof shall be considered null and void and of no effect and this Agreement shall supersede all such prior agreements. This Agreement may only be amended in writing from time to time by mutual agreement between the parties.

SECTION 10 - RISK ALLOCATION

The parties are governmental entities entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including all the immunities, limitations, and defenses under Section 893.80, Wis. Stats, or any subsequent amendments thereof.

Each party shall bear the risk of its own actions, as it does with its day-to-day operations.

10.01 Insurance. The parties shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of participation in this service contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly authorized by their officers on the dates set forth below:

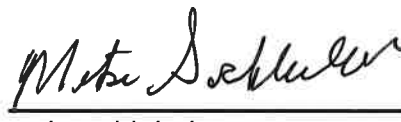
DEER-GROVE EMS DISTRICT COMMISSION

TOWN OF DEERFIELD




Greg Frutiger,
Commission Chair

09/21/2023



Mike Schlobohm,
Town Chair

9-15-23



Kristopher Hampton,
Commission Secretary

09/21/2023



Bob Riege,
Town Clerk

Exhibit A- Service Area Map

