

Public Safety
4-7-14

14-508

**AMBULANCE SERVICE AGREEMENT
BETWEEN
EASTERN WISCONSIN STOCK CAR, Inc
AND
CITY OF MANITOWOC FIRE DEPARTMENT**

This Agreement is made and entered into this _____ day of _____, 2014 by and between Eastern Wisconsin Stock Car, Inc. and The Manitowoc Fire Department, 911 Franklin St, Manitowoc, WI, 54220. Manitowoc Fire Department may also be referred to as the "Provider".

RECITAL

Eastern Wisconsin Stock Car, Inc. desires to contract with the Manitowoc Fire Department to provide ambulance service for the safety of race activity participants and spectators at Manitowoc County Expo Racetrack. Manitowoc Fire Department is a governmental-based ambulance provider and is licensed to provide emergency ambulance services in the State of Wisconsin.

WITNESSETH:

For and in consideration of the mutual agreement herein contained and other good and valuable consideration, the Manitowoc Fire Department and Eastern Wisconsin Stock Car, Inc. do agree as follows:

1. DESCRIPTIONS, TYPE AND MANNER OF SERVICE TO BE PERFORMED

- A. The Manitowoc Fire Department agrees to provide a paramedic level Advanced Life Support (ALS) ambulance to the events at the Manitowoc County Expo grounds.
- B. This service shall include emergency and non-emergency medical care, as allowed by Wisconsin law, and transport of patients to a hospital.
- C. This Ambulance will be dedicated to the racetrack. In the event of an ambulance transport of a patient to a hospital from the event, the Manitowoc Fire Department will send another ambulance to cover the track activities while the track ambulance is off the Expo grounds.

2. TERM:

- A. The term of this agreement shall be May 2nd, 2014 through August 30th, 2014. Service will occur on actual race dates only. Ambulance coverage will normally start at 6:30 PM (unless otherwise stated) and run until approximately 11:00 PM or until the ambulance is released by race officials.

Dates and start times are as follows:

May 2, 9, 16, 23, 30 *per / SPL*
June 6, 13, 20, 27
July 4, 11, 18, 25
August 1, 8, 15, 30

Ambulance will be on track at 6:30 PM

3. EQUIPMENT AND STAFFING OF AMBULANCE:

Subject to paragraph 1 of this Agreement, the Provider agrees to maintain staffing in accordance with Health Chapter HSS 110 and Chapter HSS 112 of the Department of Health and Family Services pursuant to provisions of Section 146.50, WI Stats. and as amended from time to time.

Provider will use ambulances that are equipped in accordance with the requirements of Trans. 309. They will assure that vehicles are well maintained.

4. HOLD HARMLESS CLAUSE:

The Provider will hold Eastern Wisconsin Stock Car, Inc. harmless from all liabilities, costs, damages and expenses, which may accrue against or be charged to Eastern Wisconsin Stock Car, Inc. by reason of or on account of damage to the property of, injury to, or death of any person arising from Providers' performance of its duties under this agreement.

Eastern Wisconsin Stock Car, Inc. will indemnify and hold the Providers harmless from all liabilities, judgments, costs, damages and expenses, including without limitation, consequential damages, which may accrue against, be charged to, or recovered from the Providers by reason of or on account of damage to the property of, injury to, or death of any person arising from Eastern Wisconsin Stock Car, Inc. performance of its duties.

6. CERTIFICATION STANDARDS:

At all times during the term of this agreement; the Provider shall be properly licensed to provide ambulance service in the State of Wisconsin. If Provider fails to maintain this licensing status, Eastern Wisconsin Stock Car, Inc. may terminate this agreement immediately to the Provider in violation upon notice.

7. AMBULANCE RATES, COMPENSATION, BILLING AND COLLECTIONS:

Subject to the terms of this Agreement, the Provider shall establish rates to be charged to recipients of ambulance services at its sole discretion.

Eastern Wisconsin Stock Car, Inc. agrees to pay Manitowoc Fire Department \$110.00 per hour for an ALS ambulance, for the period including travel time from the fire station to the event, while the ambulance is on the grounds, and travel time back to the station. Any portion of one (1) hour shall be paid at a per fifteen (15) minute increment respectively. Payment will be with in 30 days of invoice. **Late payments will have a \$ 100.00 surcharge added every 30 days late.**

A. Events cancelled less than 90 minutes prior to the scheduled start time will be charged a minimum of two (2) hours.

Manitowoc Fire Department will submit billing for services to:

Eastern Wisconsin Stock Car, Inc.
Attn: Sheila Leamer, PO Box 47 Plymouth WI 53037

8. The Provider shall bill usual and customary charges for persons transported from the event site. The individual receiving treatment and transport shall be responsible for any charges incurred.

9. MISCELLANEOUS:

Invalidation of Contract – Should any competent court of law or administrative agency rule that any portion of this contract is invalid or illegal; such ruling shall not serve to invalidate the remaining portions of this agreement.

10. NOTICES:

A. Any notice required to be sent by this agreement shall be sent to: The City of Manitowoc, Attn. Fire Chief Todd Blaser, 911 Franklin St, Manitowoc, WI 54220 and to Eastern Wisconsin Stock Car, Inc, to the attention of Shelia Leamer, PO Box 47 Plymouth WI 53037. Sheila Leamer may be contacted on her Cell phone 920-242-6000. Any change in notification requirements shall be given by the party making the said changes to the other party to this agreement, in writing, within 10 days of said change.

B. Notice of cancellation on the day of the event shall be made to the Manitowoc Fire Department shift commander at 920-686-6546 or Cell 920-374-0444.

C. Any quality assurance concerns weather actual or perceived should be presented to Fire Chief Todd Blaser within seventy-two (72) hours at 920-686-6542 or tblaser@manitowoc.org.

11. TERMINATION:

Eastern Wisconsin Stock Car, Inc and Provider may terminate this agreement at any time upon advanced written notice of not less than thirty (30) days.

12. AMENDMENTS:

All amendments and modifications to this agreement shall be in writing and signed by Eastern Wisconsin Stock Car, Inc. and the Provider.

IT IS UNDERSTOOD by Eastern Wisconsin Stock Car, Inc. and the Provider that all agreements and understandings have been embodied in this agreement and no changes shall be made herein except in writing and duly signed by Eastern Wisconsin Stock Car, Inc. and the Provider.

13. GOVERNING LAW:

This agreement shall be governed by and construed and in accordance with the laws of the State of Wisconsin.

14. CERTIFICATE OF INSURANCE:

Eastern Wisconsin Stock Car, Inc shall provide the City of Manitowoc with a certificate of insurance coverage. **Certificate shall be approved by the City Attorney prior to the first race.** The certificate shall name the City as a certificate holder and shall provide that the policies of insurance shall not be cancelled or altered without thirty (30) days prior written notice to the City.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on

This 20TH day of MARCH, 2014.

Eastern Wisconsin Stock Car, Inc.

BY: Sheila A. Leamer
Sign

Sheila A. Leamer Director
Print Name Title

Sign

Print Name Title

CITY OF MANITOWOC BY:

Justin Nickels, Mayor

Jennifer Hudon, City Clerk