

Public Safety
8-18-14

14-1637

**AMBULANCE SERVICE AGREEMENT
BETWEEN
RONCALLI HIGH SCHOOL
AND
CITY OF MANITOWOC FIRE DEPARTMENT**

CONSENT

This Agreement is made and entered into this _____ day of _____, 2014, by and between Roncalli High School and The Manitowoc Fire Department, ("Provider") 911 Franklin St, Manitowoc, WI, 54220.

RECITAL

Roncalli High School desires to contract with the Manitowoc Fire Department to provide ambulance service for the safety of football participants and spectators at Municipal Field. 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 Roncalli High School do agree as follows:

I. 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 Municipal Field and where requested by Roncalli High School.
- 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 Event. 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 activities while the Event ambulance is off the grounds.

II. TERM:

- A. The term of this agreement shall be August 18, 2014 through December 31, 2014. Ambulance coverage will start at 7:00 PM (unless otherwise contracted) and run until approximately 9:00 PM or until the ambulance is released by event officials.

III. EQUIPMENT AND STAFFING OF AMBULANCE:

- A. Subject to paragraph I 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.
- B. Provider will use ambulances that are equipped in accordance with the requirements of Trans. 309. They will assure that vehicles are well maintained.

IV. HOLD HARMLESS CLAUSE:

- A. The Provider will hold Roncalli High School harmless from all liabilities, costs, damages and expenses, which may accrue against or be charged to Roncalli High School 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.
- B. Roncalli High School 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 Roncalli High School performance of its duties.

V. 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, Roncalli High School may terminate this agreement immediately upon notice to Provider.

VI. AMBULANCE RATES, COMPENSATION, BILLING AND COLLECTIONS:

- A. Subject to the terms of this Agreement, the Provider shall establish rates to be charged to recipients of ambulance services at its sole discretion.
- B. Roncalli High School agrees to pay Manitowoc Fire Department \$200.00 per event 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 for every 30 days payment is late.**

- C. Events cancelled less than two (2) hours prior to the scheduled start time will be charged a minimum of two (2) hours.
- D. Manitowoc Fire Department will submit billing for services to:
 - Attn: Dave Mueller
 - Roncalli High School
 - 2000 Mirro Drive
 - Manitowoc, WI 54220
- E. No charges will be assessed to persons receiving basic first aid on the Municipal Field Grounds. 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.

VII. SEVERABILITY:

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.

VIII. NOTICES:

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 Dave Mueller, Roncalli High School, 2000 Mirro Drive Manitowoc, WI 54220. 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.

- A. 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.

IX. TERMINATION:

Roncalli High School and Provider may terminate this agreement at any time for any reason upon advanced written notice of not less than thirty (30) days.

X. AMENDMENTS:

IT IS UNDERSTOOD by Roncalli High School and the Provider that all agreements and understandings have been embodied in this agreement and no amendments, modifications or changes shall be made herein except in writing and duly signed by Roncalli High School and the Provider.

XI. GOVERNING LAW:

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

XII. CERTIFICATE OF INSURANCE:

Roncalli High School shall provide the City of Manitowoc with a certificate of insurance coverage indicating proof of the following insurance from a company licensed in the State of Wisconsin:

1. Worker's Compensation. The Statutory amounts in compliance with the State of Wisconsin.
2. Commercial/General Liability Insurance. A minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability.
3. Automobile Liability. Insurance covering the vehicles with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability.

Certificate shall be approved by the City Attorney prior to the Event. 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.

XIII. ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective transferees, successors and assigns. This Agreement may not be assigned without prior written authorization of Provider.

XIV. RELATIONSHIP OF PARTIES:

Nothing in this Agreement nor any act of the parties shall be deemed or construed to create any relationship of third party beneficiary, or principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

XV. CONSTRUCTION:

Both parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party hereunder by virtue of that party having drafted this Agreement or any portion thereof.

XVI. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

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

This _____ day of _____, 2014.

RONCALLI HIGH SCHOOL

BY:

David L Mueller
Signature

David Mueller AD
Print Name Title

CITY OF MANITOWOC

BY:

Mayor

Jennifer Hudon, City Clerk