

Public Safety
9-10-19

**CITY OF MANITOWOC – TOWN OF NEWTON
AGREEMENT FOR AMBULANCE SERVICES**

This agreement is entered into by the Town of Newton, a Wisconsin municipal corporation located at 6532 Carstens Lake Road, Manitowoc, WI 54220 (hereinafter "Town"), and the City of Manitowoc, a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220, (hereinafter "MFRD").

1. MFRD hereby agrees to provide ambulance services, in the common meaning of those words, to the Town, within the boundaries outlined on the attached map, (labeled "Attachment A") beginning January 1, 2020 and thereafter whenever called upon to do so for the duration of this agreement, to wit:
 - a. The MFRD shall supply ambulance vehicles, together with the necessary personnel to utilize said equipment.
 - b. The MFRD shall promptly respond, upon being notified by Manitowoc County Joint County Dispatch or directly via telephone, to any location within the Town to render emergency medical services.
 - c. Ambulance services shall include emergency medical care on the scene of an emergency rendered by a crew consisting of at least two Emergency Medical Technician-Paramedics, as well as transportation by ambulance to a medical facility. Ambulance services shall include, but are not limited to, instances involving trauma, medical emergencies, or motor vehicle accidents.
 - d. Services shall also include, as needed, mutual aid response by fire departments, ambulance services, or aero-medical services from surrounding communities to assist the MFRD. There shall be no additional charge to the Town for a mutual aid response.
 - e. The MFRD agrees to provide EMT-Paramedic level care as indicated by protocol. The MFRD agrees to ensure all EMTs are currently licensed with the State of Wisconsin and will provide regular education and training.
 - f. The MFRD shall maintain statutory workers' compensation, general liability, medical malpractice, and automotive liability policies of insurance during the term of this contract. Upon request, the City of Manitowoc Fire Rescue Department will furnish the Town with Certificates of Insurance evidencing all coverage's described in the Section.
 - g. The MFRD will bill Town residents their usual fees for persons being transported and/or treated. Town residents will be subject to the same fee schedule as City of Manitowoc residents. Individuals receiving transportation and/or treatment shall be responsible for any charges incurred. An assess/no transport fee may be charged to cover cost of supplies and time involved if assessment and/or care is provided but transportation is not provided. The Town shall have no financial responsibility associated with patient care or uncollected debts.

2. In consideration for the above services, the Town agrees as follows:
 - a. The Town will pay \$5/resident for the ambulance service provided by MFRD. Payment shall be made by February 1 of each year that the Town is contracting for service. The number of residents shall be determined by the US Census estimates for the previous

year. Ambulance service for patients who are not Town of Newton or City of Manitowoc residents will be billed at a non-residential rate, even if the call occurs within Town or City limits.

- b. The Town shall notify the MFRD management promptly of any problems related to the provision of ambulance service.
- c. The Town agrees that it will not contract with, or allow any other EMS services, municipal or private, to provide or duplicate the above mentioned services within the boundaries outlined on the attached map, (labeled "Attachment A") of the Town of Newton for the duration of the contract.

3. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

Manitowoc Fire & Rescue
Attn: Todd Blaser
900 Quay Street
Manitowoc, WI 54220
(920) 686-6540

Town of Newton
Attn: Barbara Pankratz
4421 County Road CR
Manitowoc, WI 54220
(920) 758-2656

4. Renewal and Termination. The contract shall automatically renew for each calendar year through December 31, 2024. However, the Town or MFRD may exercise the option of notifying the other party that it intends to cancel the contract as of the end of a given calendar year. Such notice shall be given prior to August 1st of the final year in which the Town desires the contract to exist. Upon giving proper notice, the Town shall have no further obligations or financial liability to the MFRD.

Dated in Manitowoc County, Wisconsin this ____ day of _____, 2019.

TOWN OF NEWTON

CITY OF MANITOWOC

BY: _____
(Name and Title):

BY: _____
Justin Nickels, Mayor

BY: _____
(Name and Title):

BY: _____
Deborah Neuser, City Clerk