

An Agreement to Provide Paramedic Advanced Life Support and EMS Services between the Village of Vernon and the Village of Waukesha

WHEREAS the Village of Vernon Fire Department and the Village of Waukesha Fire Department desire to demonstrate their commitment to providing the best possible care to patients, by entering into an Advanced Life Support (ALS) Intercept Agreement, and

WHEREAS this Agreement is by and between the Village of Vernon, which operates the Vernon Fire Department, and the Village of Waukesha, which operates the Village of Waukesha Fire Department, and

WHEREAS the Vernon Fire Department, a State of Wisconsin Licensed Paramedic Service Provider, agrees to provide the Village of Waukesha Fire Department, an Intermediate Paramedic Service Provider, with an Paramedic Advanced Life Support and EMS Service upon reasonable terms when such service is requested, and

WHEREAS the Village of Waukesha Fire Department District is located outside the Village of Vernon limits and the Village of Waukesha desires to have the Vernon Fire Department provide Paramedic Advanced Life Support and EMS Services from the Vernon Fire Department and is willing to compensate the Village of Vernon for such services

NOW, THEREFORE, it is agreed between the parties as follows:

1. The Vernon Fire Department will furnish Paramedic Advanced Life Support and EMS Services to the service areas covered by the Village of Waukesha Fire Department in accordance with, and subject to the terms of this Agreement.
2. Subject to the availability of personnel and equipment due to then-existing conditions and call volume as determined by the Vernon Fire Department in its sole discretion, the Vernon Fire Department agrees to respond to the scene of the incident with one (1) or more paramedic(s) and a support vehicle, or to intercept the Village of Waukesha Fire Department ambulance in route to the hospital with one (1) or more paramedic(s) and a support vehicle, and to render paramedic services. The Village of Waukesha Fire Department shall conduct the transport of the patient to the hospital when deemed appropriate by Village of Vernon paramedic personnel. The Vernon Fire Department may respond with an ambulance if the support vehicle is unavailable or out of service. The paramedic(s) will assist and supplement the EMTs provided by the Village of Waukesha Fire Department.
3. The geographic area of the Village of Waukesha Fire Department intended for paramedic response by this Agreement includes the entire Village of Waukesha Fire Department response area, as depicted on the map attached to this Agreement and marked as Appendix A.
4. The Village of Waukesha Fire Department recognizes the continuing right and responsibility of the Vernon Fire Department to independently assess, upon receipt of each and every request for Paramedic Intercept Service from the Village of Waukesha Fire Department, whether it is able to dispatch its paramedic(s) as requested. This reservation notwithstanding, the Vernon Fire Department will make reasonable efforts to respond to each call for service from the Village of Waukesha Fire Department efficiently and effectively. In the event the Vernon Fire Department is unable to dispatch a paramedic(s) as requested, the Vernon Fire Department will immediately attempt to convey its inability to respond to the Village of Waukesha Fire Department.
5. The Village of Waukesha agrees to pay the Village of Vernon as follows:
 - a. To pay for all supplies provided by the Vernon Fire Department under this Agreement.
 - b. To ensure payment for each patient where the Vernon Fire Department paramedic accompanies patient to hospital via the Vernon or Village of Waukesha Fire Department ambulance. The Vernon Fire Department (through its billing service) agrees that it will invoice each patient at the Village of Waukesha rates then in effect on the date of treatment. In the event such invoice remains unpaid in whole or in part, after (180) one hundred eighty days Vernon shall report the unpaid amount(s) to the Village of Waukesha and the Village of Waukesha shall pay the balance due on such invoice and may undertake any steps that the Village of Waukesha deems necessary to collect any outstanding balance due from the patient.

- c. To pay all amounts due within 30 days of receipt of the monthly invoice from the Vernon Fire Department billing service or from the Village of Vernon as applicable.
- 6. The Vernon Fire Department shall not charge a fee if a request for paramedic service is canceled or if treatment is not rendered by the Vernon Fire Department paramedic. It is understood that the Village of Waukesha Fire Department, and/or its respective EMS billing vendor, may bill the patient for the purpose of recovering any costs incurred but that the Village of Waukesha shall retain primary responsibility for payment of fees incurred under this Agreement.
- 7. The Village of Vernon and the Village of Waukesha each agree to be responsible for the acts, errors and omissions of their respective officers, employees, agents, and volunteers while responding to, operating at, or returning from an intercept incident. Each party hereby agrees to indemnify and hold the other party harmless for any claim for damages arising out of the acts, errors, or omissions of the indemnifying parties' employees.

8. RISK ALLOCATION

- a. **Immunity**. All parties (members) to this Agreement are governmental entities entitled to governmental immunity under law including § 893.80, Wis. Stats. Nothing contained herein shall be deemed to constitute a waiver of any of the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations and defenses under § 893.80, Wis. Stats., as amended from time-to-time.
- b. **Members Responsible for Own Actions**. Each party shall bear the risk of acts, errors, and/or omissions of its own officers, employees, agents and/or volunteers, as it does with its day-to-day operations.
- c. **Employee Claims**. The officers, agents, employees and/or volunteers of each party shall be covered by his or her respective organization for purposes of worker's compensation, unemployment insurance, and benefits under Ch 40, Wis. Stats., regardless of whether the party is the responding or requesting Member.
- d. **Insurance**. All parties shall, throughout the term of this Agreement, maintain an insurance policy or maintain a self-insurance program that covers activities by virtue of its entry into this Agreement.
- e. **Survival of Obligations**. The obligations set forth in this Section 7 shall survive the termination or expiration of this Agreement.

9. This Agreement may be amended by written agreement approved by both of the parties.

10. The term of this Agreement shall be on-going, except the Agreement: 1) may be reviewed every two (2) years, or at such other time upon request by a party, and 2) may be terminated at any time with 90 days written notice by any of the parties that have entered into this Agreement (the Village of Vernon and the Village of Waukesha).

11. All notices, requests, demands, complaints, and other communications provided for herein or made hereunder shall be in writing. These notices, requests, demands, complaints, or other communications will be delivered by Certified Mail, return receipt requested, postage prepaid or by a recognized overnight carrier which provides proof of receipt and will be addressed to the address below. Each party may change the address to which notices are sent by sending written notice of such change of address to the other party. All notices shall also be provided in writing to the Chief of the Vernon Fire Department from the Village of Vernon and to the Chief of the Village of Waukesha Fire Department from the Village of Waukesha.

Village of Vernon
Attention: Village Clerk
W249S8910 Center Dr.
Big Bend, WI 53103

Village of Waukesha
Attention: Village Clerk
W259 W3567 Center Drive
Waukesha, WI 53103

IN EXECUTION THEREOF, representatives of the constituent municipalities and District have signed as follows

For the Village of Vernon,

By: Carl Fortner
Carl Fortner, Village President

Attest:

Karen Schuh, Karen Schuh, Village Clerk Administrator

Dated this 19 day of August, 2021

For the Village of Waukesha,

By:

Michael Doerr, Michael Doerr, Village President

Attest:

Brandon Pausch, Brandon Pausch, Village Clerk Treasurer

Elizabeth Gerbing

Dated this 5 day of November, 2021

Reviewed by Attorney John Macy on 6-6-2021.

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- b. Members Responsible for Own Actions. Each party shall bear the risk of acts, errors, and/or omissions of its own officers, employees, agents and/or volunteers, as it does with its day-to-day operations.
- c. Employee Claims. The officers, agents, employees and/or volunteers of each party shall be covered by his or her respective organization for purposes of worker's compensation, unemployment insurance, and benefits under Ch. 40, Wis. Stats., regardless of whether the party is the responding or requesting Member.
- d. Insurance. All parties shall, throughout the term of this Agreement, maintain an insurance policy or maintain a self-insurance program that covers activities by virtue of its entry into this Agreement.
- e. Survival of Obligations. The obligations set forth in this Section 7 shall survive the termination or expiration of this Agreement.

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Village of Vernon
Attention: Village Clerk
W249S8910 Center Dr.
Big Bend, WI 53103

Village of Waukesha
Attention: Village Clerk
W259 W3567 Center Drive
Waukesha, WI 53103

IN EXECUTION THEREOF, representatives of the constituent municipalities and District have signed as follows:

For the Village of Vernon,

By: Carl Fortner
Carl Fortner, Village President

Attest. Karen L Schuh
Karen Schuh, Village Clerk Administrator

Dated this 19 day of August, 2021.

For the Village of Waukesha,

By: Michael Doerr, Village President

Attest: Brandon Bledsoe, Village Clerk Treasurer

Dated this ____ day of _____, 2021.

Reviewed by: Attorney John Macy on 9-26-2021.

Municipal LAW

& LITIGATION GROUP

DALE W. ARENZ - Retired
DONALD S. MOLTER, JR. - Retired
JOHN P. MACY
H. STANLEY RIFFLE - Court Commissioner
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Direct (262) 806-0213
Facsimile (262) 548-9211
Email: jmacy@ammr.net

PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
ANTHONY J. GARCIA
SADIE R. ZURFLUH
LUCAS C. LOGIC

STEPHEN J. CENTINARIO, JR.
MICHAEL J. MORSE
JAMES P. WALSH

September 27, 2021

Michael Doerr, President
Village of Waukesha
W259 W3567 Center Drive
Waukesha, WI. 53103

**RE: Village of Waukesha
Agreement to Provide Paramedic Advanced Life Support and EMS Services**

Dear President Doerr:

I have received your September 13, 2021 correspondence requesting that I review the enclosed Agreement. I have had an opportunity to consider this matter.

Based upon my review, I have the following comments:

1. As you know, I am also Village Attorney for the Village of Vernon. In that I have been requested to provide my review to both you and the Vernon Village President, I understand your request for my review to be consented to by both parties.
2. Based upon your correspondence and information from the State, the third "Whereas" paragraph needs to be revised to refer to the Village of Waukesha Fire Department as an "Intermediate" Service Provider.
3. Although the term "support vehicle" is used periodically, there is no definition/standards provided as to what vehicle consists of. If this is of concern, then the agreement should be revised to provide clarification.
4. Section 3 refers to an Appendix A that was not attached to the Agreement provided. I recommend that you confirm that the map contained in such Appendix is accurate and that it is attached to the executed agreement.
5. I read Section 5(b) to mean that the Village is ensuring payment rather than agreeing to be the primary obligor. Accordingly, I recommend that this Section be clarified by the following revisions:

To ensure payment for each patient where the Vernon Fire Department paramedic accompanies patient to hospital via the Vernon or Village of Waukesha Fire Department ambulance. The Vernon Fire Department (through its billing service) agrees that it will invoice each patient at the Village of Waukesha rates then in effect on the date of treatment. In the event such invoice remains unpaid in whole or in part, after (180) one hundred eighty days, Vernon shall report the unpaid amount(s) to the Village of Waukesha and the Village of Waukesha shall pay the balance due on such invoice and may undertake any

Michael Doerr, President
September 21, 2021
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steps that the Village of Waukesha deems necessary to collect any outstanding balance due from the patient.

6. If you have not already done so, I recommend that you contact the Village's liability carrier concerning the availability of coverage to provide indemnification under Section 7.
7. Sections 7 and 8(b) are substantially similar and are susceptible to being combined.
8. Section 8(d) currently refers to insurance coverage for "activities that it may undertake by virtue of membership in WisWARN." I recommend that this provision be revised to refer to activities it may undertake "by virtue of its entry into this Agreement."
9. Section 11 has a spurious paragraph break in the middle of the third line.
10. Although I consider the foregoing recommendations to be along the lines of clarification, you may wish to consider whether any resolution of the same warrants further consideration by the Village Board.

Please contact me with any questions.

Thank you for the opportunity to be of assistance to the Village of Waukesha.

Very truly yours,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

John P. Macy

Enclosure

cc: Carl Fortner, President, Village of Vernon (w/ enclosure)