

**AMENDED** AGENDA

**CITY OF BARABOO COMMON COUNCIL**  
**Council Chambers, 135 4<sup>th</sup> Street, Baraboo, Wisconsin**  
**Tuesday, March 24, 2015, 7:00 P.M.**

Regular meeting of the Common Council, Mayor Palm presiding.

*Notices sent to Council members:* Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Robkin, and Thurow

*Notices sent to City Staff and Media:* Atty. Reitz, Adm. Geick, Clerk Giese, City Engineer Pinion, Utility Super. Peterson, Street Super. Koss, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Allen, CDA Director, the News Republic, WBDL, and WRPQ.

*Notices sent to other interested parties:* Town of Baraboo, Village of West Baraboo, Citizen Agenda Group, Media Agenda Group, *Lori Laux, Detective George Bonham, Joan Fordham*

**CALL TO ORDER**

**ROLL CALL AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF PREVIOUS MINUTES** - (Voice Vote): March 10, 2015

**APPROVAL OF AGENDA** (Voice vote):

**COMPLIANCE WITH OPEN MEETING LAW NOTED**

**PRESENTATIONS**

The Mayor will present a Baraboo Gem Award to Joan Fordham.

**PUBLIC INVITED TO SPEAK** (Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)

**MAYOR'S COMMENTS** - The Mayor would like to congratulate the following employees on their anniversaries with the City:

- Treasurer Lori Laux celebrates her 15<sup>th</sup> anniversary on March 30<sup>th</sup>.
- Detective George Bonham celebrates his 30<sup>th</sup> anniversary on April 1<sup>st</sup>.

Thank you to both of you for your commitment and dedication to the City of Baraboo.

**CONSENT AGENDA** (roll call)

CA-1...Approve the accounts payable to be paid in the amount of \$\_\_\_\_\_

**NEW BUSINESS RESOLUTIONS**

NBR-1...Approve a settlement proposal with GE Capital.

**MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS**

Report from BDAS Representative

- Review and approve Customer Rebate Agreement.

Informational Items:

Agreement for “Back-Up” Ambulance Service between Pardeeville and Baraboo

Agreement for “Back-Up” Ambulance Service between Richland County and Baraboo

**REPORTS, PETITIONS, AND CORRESPONDENCE** - The City acknowledges receipt and distribution of the following: **Monthly Reports for February, 2015 from** – Fire Dept., Treasurer and Police Dept.

**Minutes from the Following Meetings -**

**Copies of these meeting minutes are included in your packet:**

Finance/Personnel Comt.	3-10-15	Administrative Comt.	3-2-15
BID Board	2-18-15		

**Copies of these meeting minutes are on file in the Clerk's office:**

Parks & Recreation Commission	2-9-15	District Ambulance Comm.	1-28-15
Library Finance Comt.	9-16-14	UW Campus Comm.	2-4-15, 2-19-15
Library Board	2-17-15	Special Library Board	2-26-15
Emergency Management Comm.	2-26-15		

**Petitions and Correspondence Being Referred**

**INFORMATION**

**ADJOURNMENT** (Voice Vote)

Cheryl Giese, City Clerk-Finance Director

*For more information about the City of Baraboo, visit our website at [www.cityofbaraboo.com](http://www.cityofbaraboo.com).*

**MARCH 2015**

SUN	MON	TUE	WED	THU	FRI	SAT
22	23	24 Finance Council	25 Ambulance	26 Art Ad-Hoc Emergency Mgt.	27	28
29	30 Public Safety	31				

**APRIL 2015**

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2 BEDC	3	4
5	6 Administrative	7 CDA <b>ELECTION</b>	8	9	10	11
12	13 Park & Recreation	14 Finance Council	15 BID	16 UW	17	18
19	20 SCDC PFC	21 Plan Library Council Re-Org	22	23 Emergency Mgt.	24	25
26	27 Public Safety	28 Finance Council	29 Ambulance	30 Art Ad-Hoc		

**PLEASE TAKE NOTICE** - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format, should contact the City Clerk at 135 4th St., or phone 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

It is possible that members of, and possibly a quorum of members of, other governmental bodies of the City of Baraboo who are not members of the above Council, committee, commission or board may be in attendance at the above stated meeting to gather information. However, no formal action will be taken by any governmental body at the above stated meeting, **other than the Council, committee, commission, or board identified in the caption of this notice.**



# Customer Rebate Agreement

**Customer**

Name: Baraboo District Ambulance Service  
 Address: 120 5<sup>th</sup> Street  
 Baraboo, WI 53913  
 Attention: John Rago  
 Telephone: 608-356-3455  
 Facsimile:  
 E-mail:

**Company**

Bound Tree Medical, LLC  
 5000 Tuttle Crossing Blvd.  
 Dublin, OH 43016  
 Attention: Tom Balliett  
 Telephone: 614.760.5095  
 E-mail: [tballiett@boundtree.com](mailto:tballiett@boundtree.com)

This Rebate Agreement (the "Agreement") is hereby entered this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibits A and B hereto, which are incorporated herein by reference.
2. **Eligibility for Rebate.** If Customer's purchases of products purchased from Company during the period beginning on the Effective Date and ending as specified in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit B, in accordance with the terms of this Agreement
3. **Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
4. **Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
5. **Term.** This Agreement shall commence on the Effective Date and continue for a period of one-year. This Agreement may be renewed for additional one-year periods by mutual agreement of the Parties.
6. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
7. **Miscellaneous.** This Agreement is the entire agreement between the Parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either

Party unless reduced to writing and signed by an authorized employee of the Party to be bound.

8. **Termination.** Generally this Agreement shall terminate at the end of the Term or as otherwise agreed in writing by the Parties; provided, however, that each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency.
9. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no assignment of this Agreement can occur without the prior written consent of the other Party.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
11. **Waiver.** The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.
12. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 \_\_\_\_\_

Customer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bound Tree Medical, LLC

By: \_\_\_\_\_

Tom Balliett, Director, Marketing



Rebate Agreement  
 Exhibit A\*  
 Eligibility of Rebate

BTM Customer Number: Baraboo Dist  
 BTM Territory: 64  
 BTM Rep: Andrea Turner  
 Enterprise Account: No

**Rebate Period** 36 Months

**Purchase Minimum for Rebate**

Rebate Year	Qualifying Total BTM Purchases	
Year 1	\$11,000	
Year 2	The Amount Purchased in Year 1, but no less than:	\$17,000
Year 3	The Amount Purchased in Year 2, but no less than:	\$23,000

**Exhibit B\***

**Calculation of Rebate**

Rebate Year	Calculation of Rebate		
Year 1	45.8%	of Qualifying Total Purchases Base of:	\$11,000
Year 2	16.9%	of Qualifying Total Purchases Base of:	\$17,000
Year 3	12.5%	of Qualifying Total Purchases Base of:	\$23,000

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

## Operative IQ Licensing Agreement

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### Customer

Name: Baraboo District Ambulance Service  
Address: 120 5<sup>th</sup> Street  
Baraboo, WI 53913  
Attention: John Rago  
Telephone: 608-356-3455  
E-mail:

### Company

Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016  
Tom Balliett  
614.760.5095  
Tballiett@boundtree.com

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This Licensing Agreement (the "Agreement") is hereby entered this \_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software"). The term of this Agreement shall be as if the Effective Date and remain in full force and effect for \_\_\_ year(s) after the Effective Date.
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for \_\_\_ year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the Twelve (12) consecutive month period beginning on the Effective Date and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual licensing fee will be pro-rated to reflect the number of months in the final Contract Year. The number of licenses issued under this Agreement is as specified in Exhibit A.
5. **Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A. The Software Accessories shall be payable at the time of purchase.
6. **Set Up and Training.** Set up of the Product shall be performed by the software developer at the price specified on Exhibit A.
7. **Warranties.** Products licensed by Company and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT COMPANY'S OPTION, TO REPAIR OR REPLACE THE PRODUCT. COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. NOTWITHSTANDING THIS WARRANTY, CUSTOMER SHALL BE RESPONSIBLE FOR ALL REGULAR SERVICE AND MAINTENANCE OF PRODUCTS AND SOFTWARE ACCESSORIES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF PRODUCTS AND SOFTWARE ACCESSORIES TO THE EXTENT CAUSED EITHER DIRECTLY OR INDIRECTLY BY CUSTOMER OR ITS DESIGNATED REPRESENTATIVES, EMPLOYEES, CONTRACTORS, OR AGENTS.
8. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
9. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
10. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach

has been given and such breach is not cured within thirty (30) days following the notice of breach.

- 12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
- 13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
- 14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to

such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Sarnova, Inc., 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).

- 15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
- 16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- 17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
- 18. **Waiver.** The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.
- 19. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this \_\_\_ day of \_\_\_\_\_, 2015

Customer

Bound Tree Medical, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



**Licensing Agreement  
Exhibit A**

BTM Customer Number: Baraboo Dist  
 BTM Territory: 64  
 BTM Rep: Andrea Turner  
 Enterprise Account: No

Description	PRICE*
ANNUAL FEE PER LICENSE (LICENSING FEE)	\$360
SOFTWARE SETUP AND TRAINING	\$1,500
NUMBER OF LICENSES GRANTED	8
TOTAL LICENSE FEES PER YEAR	\$2,880

Software Accessories	PRICE*	Quantity	TOTAL
USB SCANNER	\$175	1	\$175
BARCODE PRINTER	\$450	1	\$450
PC SCANNER	\$2,475	0	\$0
BLUETOOTH SCANNER	\$450	0	\$0
BARCODE LABEL KIT (1,775 Lables per Kit)	\$35	1	\$35

BoundTree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Annual Subscription Fee	\$2,880	\$2,880	\$2,880	
One-Time Set Up Fee	\$1,500	\$0	\$0	
Scanner (One-Time Fee Per Each)	\$175	\$0	\$0	
Printer (One-Time Fee Per Each)	\$485	\$0	\$0	
<b>SubTotal Annual Fees</b>	<b>\$5,040</b>	<b>\$2,880</b>	<b>\$2,880</b>	<b>\$10,800</b>

Rebate Calculation	Year 1	Year 2	Year 3	TOTAL
Discount Applied	100%	100%	100%	
Total Available BTM Purchases	\$11,000	\$17,000	\$23,000	
Rebate Percentages	45.8%	16.9%	12.5%	
<b>Rebate \$</b>	<b>\$5,040</b>	<b>\$2,880</b>	<b>\$2,880</b>	<b>\$10,800</b>

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

Information  
Item

**AGREEMENT FOR "BACK-UP" AMBULANCE SERVICE  
BETWEEN PARDEEVILLE AMBULANCE SERVICE  
AND BARABOO DISTRICT AMBULANCE SERVICE**

**THIS AGREEMENT** is entered into on this \_\_\_\_\_ day of March, 2015, by and between the Pardeeville District Ambulance Service (hereinafter referred to as "**PDAS**"), whose mailing address is 501 Gillette Street, Pardeeville, WI 53954 and the Baraboo District Ambulance Service (hereinafter referred to as "**BDAS**"), whose principal offices are located at 121 5<sup>th</sup> St, P.O. Box 195, Baraboo, Wisconsin, 53913.

**RECITALS**

**Whereas**, the PDAS is a local multiple municipal government cooperative formed pursuant to Wisconsin Statutes 66.0301 and seeks to remain compliant with Administrative Rule 110, which requires an ambulance service to provide one (1) fully staffed ambulance for 9-1-1 responses to its residents 24/7/365; and,

**Whereas**, BDAS is a local multiple municipal government cooperative formed pursuant to Wisconsin Statute 66.0301 for the purpose of providing municipal ambulance service; and,

**Whereas**, BDAS is willing to provide "Back-up" ambulance service to PDAS pursuant to the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the above-recited facts and the mutual promises contained herein, the Parties hereby agree as follows:

**AGREEMENT**

1. **Agreement to Provide Ambulance Service.** BDAS and PDAS agree to follow recommendations from the State EMS Office, to ensure compliance with State rules and

regulations, to include items such as cross-credentialing of service members. BDAS agrees to furnish personnel to PDAS, as follows:

a. PDAS will utilize a scheduling program that indicates their staff coverage for each hour of each day of the month. When there is an opening in the scheduled PDAS shift, and when PDAS has exhausted all internal methods of filling the open shift, the PDAS Service Director will contact BDAS, and request assistance to cover the open shift(s). The goal will be to schedule staff in 12-, 16-, or 24-hour shifts, with not less than fourteen (14) days prior notice. At all times under this agreement, the obligation of BDAS to provide a crew or crew members is dependent upon availability. If a crew or crew member is not available, it remains the responsibility of the PDAS Service Director to make other arrangements to cover the open shift(s).

b. When PDAS requests one (1) staff member to fill a scheduled position, the BDAS staff member will travel to PDAS' station in Pardeeville to cover that shift and respond to calls as a member of the crew in a PDAS ambulance. PDAS shall pay the fee designated in paragraph 5 for the shift length requested. The fee in that amount shall be paid, even if the staff member is released prior to the end of the scheduled shift. With such staff member being an employee of BDAS, BDAS will provide the liability insurance covering such BDAS staff member while he/she is performing services under this Agreement. PDAS shall be entitled to bill the patient(s) for services provided. All funds collected from such billing will be the sole property of the PDAS.

c. The parties acknowledge that there may be occasions in which PDAS will be unable to fully staff a shift due to staff illness or unexpected emergency. At such times, the PDAS Service Director will attempt to fill the slot internally with PDAS staff.

If unable to fill the slot, the PDAS Service Director may contact BDAS and request that a BDAS staff member cover the open shift. If a BDAS crew is available it may fill the slot in accordance with paragraph A. If a BDAS staff member is not available, it remains the responsibility of the PDAS Service Director to make other arrangements to cover the open slot.

2. **Term.** The term of this agreement shall be for a period beginning <sup>April</sup> ~~March~~ 1, JCR 2015, at 12:00 a.m. and ending 11:59 p.m. on December 31, 2015. Unless earlier renewed, extended, terminated or modified in accordance with the provisions of this Agreement, it is the intent of the parties to automatically renew this agreement by September 1<sup>st</sup> of a given year and provided PDAS has paid all fees due under this agreement, this Agreement shall then be automatically extended according to its then existing terms for a successive one year period. Nothing in this paragraph, however, shall prevent either party from terminating this agreement pursuant to the provisions of paragraph 8.

3. **Review of Agreement.** In the event that either party hereto believes BDAS cannot provide a level of service to PDAS which adequately protect life and property, or such service is insufficient in comparison to the service provided to other BDAS cooperative owners, or that the agreement is no longer equitable to a party, the Parties mutually agree to schedule a meeting as soon as practicable upon the request of one Party to address these issues and engage in good faith effort to solve the problem to the satisfaction of both parties. It is agreed between the parties that in the event such a meeting is requested, this meeting will be held no later than 14 days after a request for such meeting is given to a party. This time for meeting may be extended if mutually agreed to by the parties, in writing.

4. **Delay/Inability to respond/Mutual Aid.** Both parties acknowledge that BDAS responses to calls for service are based upon the availability of its equipment and manpower. It is also understood that BDAS has agreements with other ambulance providers. In the event that BDAS cannot respond to a request for service with PDAS, it will promptly notify PDAS so that PDAS may seek coverage from a different provider.

5. **Charges for Service.** The following charges shall apply to all requests for service:

1. One (1) licensed crew member at a Paramedic or IV Tech licensure level with ALS equipment (24 hours) = \$600
1. One (1) licensed crew member at a Paramedic or IV Tech licensure level with ALS equipment (16 hours) = \$450
2. One (1) licensed crew member at a Paramedic or IV Tech licensure level with ALS equipment (12 hours) = \$300

BDAS will send to PDAS no later than the 10<sup>th</sup> of each month, an invoice including all charges incurred during the preceding month. Payment shall be due 30 days after receipt of the invoice.

6. **Facilities.** PDAS agrees to provide suitable accommodations for BDAS crews and equipment, at the PDAS station located at 501 Gillette Street, Pardeeville, WI 53954.

7. **Notices.** All notices, billings, correspondence, documents, or any other communications are to be deemed completely served, mailed, filed and received by mailing, once placed in the U.S. Mail, certified delivery, postage prepaid, to the parties as follows:

Baraboo District Ambulance Service  
121 5<sup>th</sup> Street / P.O. Box 195  
Baraboo, WI 53913  
(608) 356-3455

Pardeeville District Ambulance Service  
501 Gillette Street  
Pardeeville, WI 53954  
(608) 429-9089

Any written notice of demand under the agreement may be given to a party by mailing it to the

party at its address set forth above, or at such addresses as the party may provide in writing from time to time. Notice or demand so mailed shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

8. **Termination.** This agreement may be terminated by mutual written agreement of the parties at any time. This Agreement may also be terminated by either party by providing unilateral notice not later than September 1<sup>st</sup> of any year. The effective date of any such termination shall be December 31<sup>st</sup> of the year of termination.

9. **BDAS Reserves Rights.** PDAS understands and agrees that this Agreement gives it no ownership rights in any BDAS assets and confers no right of control over Ambulance management and operations beyond the performance of this contract.

10. **Non-Exclusive Agreement.** It is agreed and understood that BDAS reserves all rights to enter into coverage agreements with other EMS services and PDAS reserves all rights to also enter into coverage agreements with other EMS services.

11. **Partial Invalidity.** The terms and provisions of this agreement shall be deemed separable, and if any term or provision of this Agreement of the application thereof, to any extent, to any person or circumstances shall be determined invalid or unenforceable, the remainder of this agreement or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Entire Agreement.** This agreement constitutes the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This agreement can only be

amended by a written document, signed and dated by authorized representatives of both parties.

This contract may be signed in counterparts. This Agreement shall be effective upon execution by the parties and receiving all necessary approvals from appropriate governmental authorities. *DER*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

**PARDEEVILLE DISTRICT AMBULANCE SERVICE**

By: Joseph E. Ratajes Date: March 11, 2015  
Chair

Information  
Item

**AGREEMENT for "BACK-UP" AMBULANCE SERVICE**

**between**

**Richland County Ambulance Service and Baraboo District Ambulance Service**

**THIS AGREEMENT** is entered into on this \_\_\_\_\_ day of March, 2015, by and between the Richland County Ambulance Service (hereinafter referred to as "**RCAS**"), whose mailing address is 181 W. Seminary Street, P.O. Box 251, Richland Center, WI 53581 and the Baraboo District Ambulance Service (hereinafter referred to as "**BDAS**"), whose principal offices are located at 121 5<sup>th</sup> St, P.O. Box 195, Baraboo, Wisconsin, 53913.

**RECITALS**

**Whereas**, the RCAS is a municipal entity recognized under Wisconsin law; and seeks to remain compliant with Administrative Rule 110, which requires an ambulance service to provide one (1) fully staffed ambulance for 9-1-1 responses to its residents 24/7/365; and

**Whereas**, BDAS is a local multiple municipal government cooperative formed pursuant to Wisconsin Statute 66.0301 for the purpose of providing municipal ambulance service; and

**Whereas**, BDAS is willing to provide "Back-up" ambulance service to RCAS pursuant to the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the above-recited facts and the mutual promises contained herein, the Parties hereby agree as follows:

## AGREEMENT

### 1. Agreement to provide Ambulance Service.

BDAS and RCAS agree to follow recommendations from the State EMS Office, to ensure compliance with State rules & regulations, to include items such as cross-credentialing of service members. BDAS agrees to furnish personnel and/or ambulance services to RCAS, as follows:

A. RCAS will utilize a scheduling program that indicates their staff coverage for each hour of each day of the month. When there is an opening in the scheduled RCAS shift, and when RCAS has exhausted all internal methods of filling the open shift, the RCAS Service Director will contact BDAS, and request assistance to cover the open shift(s). The goal will be to schedule staff in 12-, 16-, or 24-hour shifts, with not less than fourteen (14) days prior notice. Once BDAS staff is scheduled, RCAS may thereafter cancel the requested staffing, without charges or fees, at any time up to 48 hours before the start of the scheduled shift. At all times under this agreement, the obligation of BDAS to provide a crew or crew members is dependent upon availability. If a crew or crew member is not available, it remains the responsibility of the RCAS Service Director to make other arrangements to cover the open shift(s).

1. Request for one (1) BDAS staff member – When RCAS requests one (1) staff member to fill a schedule position, the BDAS employee will respond to the RCAS station anytime dispatch pages out a request for EMS, so that they may respond as a crew in an RCAS ambulance. RCAS will pay the fee designated in paragraph 5 for the shift length requested, which amount shall

be the minimum fee, even if the staff member is released prior to the end of the scheduled shift. RCAS shall be entitled to bill the patient(s) for services provided. All funds collected from such billing will be the sole property of the RCAS.

2. Request for full response crew – When RCAS requests a “full crew” to fill the schedule, BDAS will provide a full legal ambulance crew, including ambulance, equipment and medical supplies, and will respond from the BDAS sub-station in Richland Center. BDAS will ensure adequate liability insurance when responding to any call in RCAS district. RCAS will pay the fee designated in paragraph 5 for the crew shift length requested. In addition, when a patient is transported in a BDAS vehicle pursuant to this agreement, BDAS shall be entitled to bill the patient(s) for the services provided. All funds collected from such billing will be the sole property of the BDAS.

**B:** The parties acknowledge that there may be occasions in which an RCAS shift will come open due to staff illness or unexpected emergency. At such times, the RCAS Service Director will attempt to fill the slot internally with RCAS staff. If unable to fill the slot, the RCAS Service Director may contact BDAS and request that the BDAS inter-facility crew stationed in Richland Center cover the open shift. If the BDAS crew is available it may fill the slot in accordance with paragraph A. 2.

**2. Term.**

The term of this agreement shall be for a period beginning March \_\_\_\_, 2015, at 12:00 a.m. and ending 11:59 p.m. on September \_\_\_\_, 2015. Nothing in this paragraph, however, shall prevent either party from terminating this agreement pursuant to the provisions of paragraph 8.

**3. Review of Agreement.**

In the event that either party hereto believes BDAS cannot provide a level of service to RCAS which adequately protect life and property, or such service is insufficient in comparison to the service provided to other BDAS cooperative owners, or that the agreement is no longer equitable to a party, the Parties mutually agree to schedule a meeting as soon as practicable upon the request of one Party to address these issues and engage in good faith effort to solve the problem to the satisfaction of both parties. It is agreed between the parties that in the event such a meeting is requested, this meeting will be held no later than 14 days after a request for such meeting is given to a party. This time for meeting may be extended if mutually agreed to by the parties, in writing.

**4. Delay/Inability to respond/Mutual Aid.**

Both parties acknowledge that BDAS responses to calls for service are based upon the availability of its equipment and manpower. It is also understood that BDAS has mutual aid agreements with other ambulance providers. In the event that BDAS cannot respond to a request for service with RCAS, RCAS will request mutual aid from these other ambulance providers for calls for service to RCAS response area.

5. **Charges for Service.**

The following charges shall apply to all requests for back-up service.

Two (2) licensed crew members at the Paramedic level, with a fully stocked ambulance  
(24 hours) = **\$1,400**

Two (2) licensed crew members at the Paramedic level, with a fully stocked ambulance  
(16 hours) = **\$1,000**

Two (2) licensed crew members at the Paramedic level, with a fully stocked ambulance  
(12 hours) = **\$700**

One (1) licensed crew member at the Paramedic level, with ALS equipment only  
(24 hours) = **\$600**

One (1) licensed crew member at the Paramedic level, with ALS equipment only  
(16 hours) = **\$450**

One (1) licensed crew member at the Paramedic level, with ALS equipment only  
(12 hours) = **\$300**

BDAS will send to RCAS no later than the 10<sup>th</sup> of each month, an invoice including all charges incurred during the preceding month. Payment shall be due 30 days after receipt of the invoice.

6. **BDAS to Provide Facilities.**

BDAS agrees to provide at its own expense suitable accommodations for BDAS crews including equipment and necessary utilities including gas, electric, broad band internet and telephone. The current location of BDAS crew accommodations is 85 West Robb Road, Richland Center, WI 53581.

7. **Notices.**

All notices, billings, correspondence, documents, or any other communications are to be deemed completely served, mailed, filed and received by mailing, once placed in the U.S. Mail, certified delivery, postage prepaid, to the parties as follows:

Baraboo District Ambulance Service  
121 5<sup>th</sup> Street  
P.O. Box 195  
Baraboo, WI 53913  
(608) 356-3455

Richland County Ambulance Service  
181 W. Seminary Street  
P.O. Box 251  
Richland Center, WI, 53581  
(608) 647-6474

Any written notice of demand under the agreement may be given to a party by mailing it to the party at its address set forth above, or at such addresses as the party may provide in writing from time to time. Notice or demand so mailed shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

**8. Termination.**

This agreement may be terminated by mutual written agreement of the parties at any time. This agreement may also be terminated by either party without cause upon giving 30 days notice to the other party.

**9. Non-Ownership.**

RCAS understands and agrees that this agreement gives it no ownership rights in any BDAS assets and confers no right of control over Ambulance management and operations beyond the performance of this contract.

**10. Partial Invalidity.**

The terms and provisions of this agreement shall be deemed separable, and if any term or provision of this Agreement of the application thereof, to any extent, to any person or circumstances shall be determined invalid or unenforceable, the remainder of this agreement or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

**11. Entire Agreement.**

This agreement constitutes the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This agreement can only be amended by a written document, signed and dated by authorized representatives of both parties. This contract may be signed in counterpart.

**BARABOO DISTRICT AMBULANCE SERVICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

**RICHLAND COUNTY AMBULANCE SERVICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joint Ambulance Service Chair