

**CITY OF PRINCETON  
SPECIAL COMMON COUNCIL MEETING  
COUNCIL CHAMBERS – 431 W. MAIN STREET  
TUESDAY, DECEMBER 20, 2011  
7:00 PM**

- 1. CALL TO ORDER AND ROLL CALL.**
- 2. PLEDGE OF ALLEGIANCE.**
- 3. APPEARANCES FROM THE PUBLIC**
- 4. CONSENT CALENDAR**
  - A. Minutes for Approval:
    - i. December 13, 2011
- 5. OLD BUSINESS**
  - A. Discussion and action regarding the reconsideration of a previous motion
    - i. Alderperson Garro – Reconsideration of the motion “to table the contracts with the City of Berlin indefinitely until a referendum is conducted at the next available election,” made by Kallenbach and seconded by Kallas.
- 6. NEW BUSINESS**
  - A. Discussing and action pertaining to Mayoral veto of the motion “to table the contracts with the City of Berlin indefinitely until a referendum is conducted at the next available election,” made by Kallenbach and seconded by Kallas.
- 7. COMMUNICATIONS**
- 8. CLOSED SESSION**
- 9. ADJOURN**

\* The meeting room is accessible to all. Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Administrator's office at 920.295.6612 with as much advance notice as possible.

# CITY OF PRINCETON

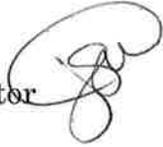
*Mayor*  
Bob Mosolf

531 S. Fulton Street · Princeton, Wisconsin 54968  
920-295-6612 · Fax: 920-295-3441

*City Alderpersons*  
Patti Garro  
Greg Hardt  
Dan Kallas  
Jasper Kallenbach  
Victor Magnus  
Ernie Pulvermacher

*City Administrator*  
John S. Weidl

To: Common Council  
From: John S. Weidl, City Administrator  
Date: 12/15/2011  
RE: Special Common Council Meeting 12/20/2011



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As the Council is taking this opportunity to reconsider the motion passed at the December 13, 2011 Common Council Meeting pertaining to the ambulance services contract with the City of Berlin and a referendum, I ask that the council take advantage of the opportunity to do the following.

1. Representatives from the City of Berlin will be in attendance to answer questions and address concerns about the agreements. This will provide an opportunity for the Common Council to address Berlin directly and I hope that each of you will ask, not only the same questions you had at the council had last Tuesday, but also take the opportunity to bring forward the concerns of your constituents.
2. Director Roehl is working toward estimated revenues and expenditures for 2012. I ask that the council provide specific direction regarding how to make up the difference between revenues and expenditures if the City must provide its own ambulance service for part or all of 2012. One suggestion was to use the emergency fund. I believe this idea is shortsighted and, once again, places the importance of one service above the financial and operational security of the entire City. Short-term, I believe the City can delay certain projects and I will work on preparing that list for the council. I would suggest that using the City's emergency fund should only happen in an actual emergency and after other possible financing options have been explored/exhausted.
3. The City Attorney will be in attendance. Please take this opportunity to discuss your thoughts, ideas, and concerns with him regarding this matter.

CC: Jodie Olson, Wurtz Law

Mayor  
Bob Mosolf

CITY OF PRINCETON  
531 S. Fulton Street · Princeton, Wisconsin 54968  
920-295-6612 · Fax: 920-295-3441

City Alderpersons  
Patti Garro  
Greg Hardt  
Dan Kallas  
Jasper Kallenbach  
Victor Magnus  
Ernie Pulvermacher

City Administrator  
John S. Weidl

To: Common Council, City Administrator  
From: Mayor Bob Mosolf  
Date: 12/15/2011  
RE: Veto of motion from 12/13/2011

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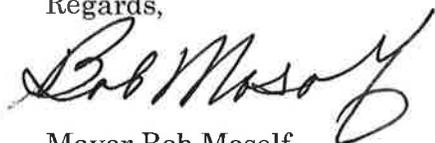
In accordance with municipal ordinance 2-2-3(c), I am invoking the Mayoral power of veto, pertaining specifically to the motion made by Ald. Kallenbach and seconded by Ald. Kallas moving "to table the contracts with the City of Berlin indefinitely until a referendum is conducted at the next available election."

My reasons for invoking the veto power are as follows. First, I believe that I, and the City Administrator, acted in accordance with the Common Council's intent when Hardt motioned to move forward with the ambulance service agreement with the City of Berlin contingent with the CHN agreement of \$7,500.00 for the EMT house roof, buyout of the Lifequest Contract, and \$32,000.00 for equipment, seconded by Magnus. This motion carried 3-2 with Hardt, Magnus, and Garro voting yes, and Kallenbach and Pulvermacher voting no. After meeting the requirements set forth in the motion, I proceeded to execute the contracts in accordance with the Council's intent. Therefore, I believe the agreements are valid and binding.

Second, because of the emotional intensity of last week's meeting, I believe that the Common Council did not take a sufficient amount of time to consider the ramifications of the motion.

If you have any questions please contact me directly.

Regards,



Mayor Bob Mosolf

CC: Wurtz Law, Jodie Olsen

Cheryl Auker  
Received 12/15/11  
8:00 am  
Deputy Clerk

## EMS MANAGEMENT AND OPERATIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the **CITY OF BERLIN**, a Wisconsin municipal corporation, located in Green Lake and Waushara Counties, Wisconsin, ("BERLIN") and **CITY OF PRINCETON**, a Wisconsin municipal corporation located in Green Lake County, Wisconsin ("PRINCETON").

### RECITALS

**WHEREAS**, PRINCETON is a municipal corporation partially engaged in the business of emergency medical and ambulance services under its own EMS Operational Plan licensed by the Wisconsin Department of Health Services, and maintains its principal office at 431 West Main Street, Princeton, Wisconsin 54968; and

**WHEREAS**, BERLIN is a municipal corporation partially engaged in the business of emergency medical and ambulance services under its own EMS Operational Plan licensed by the Wisconsin Department of Health Services, and maintains its principal office at 108 North Capron Street, Berlin, Wisconsin 54923;

**WHEREAS**, the parties have agreed for BERLIN to assume management of PRINCETON's emergency medical and ambulance service until such time that both entities are served under only C-BERLIN's state licensed EMS Operational Plan, under the terms and conditions described in this Agreement; and

**WHEREAS**, the parties are entering into this Agreement under the authority of Wis. Stats. §66.0301, relating to intergovernmental cooperation.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

#### 1. Management and Operation of PRINCETON EMS Service.

- 1.1 During the term of this Agreement, BERLIN shall provide for the general management and operation of the PRINCETON EMS service which shall be the same as that provided for the BERLIN EMS service, unless inconsistent with the state licensed EMS Operational Plan for PRINCETON, whereby in such circumstance the PRINCETON Operational Plan shall govern.
- 1.2 Other than may be as agreed by the parties outside of this Agreement, during the term of this Agreement, PRINCETON shall have no responsibility to provide any equipment, real property space or employees for the management and operation of the PRINCETON EMS service, except as may be necessary by PRINCETON administrative officials and employees to execute documents or take any other administrative actions necessary to maintain the licensing of PRINCETON's EMS Operational Plan as directed by BERLIN or as otherwise provided herein.
- 1.3 During the term of this Agreement, BERLIN shall have the exclusive authority to develop, direct, control and implement operational policies and procedures for the PRINCETON EMS service, which shall be the same as the operational policies and procedures for the BERLIN EMS service, unless inconsistent with the state licensed EMS Operational Plan for PRINCETON, whereby in such circumstance the PRINCETON Operational Plan shall govern. All such operational policies and procedures developed and implemented by BERLIN in regard to the PRINCETON EMS service shall be deemed to be with the approval of and at the direction and control of PRINCETON.

#### 2. Compliance.

- 2.1 During the term of this Agreement, BERLIN shall have the exclusive authority to develop, direct, control and implement a plan to keep PRINCETON's EMS service in compliance with all state and federal guidelines dealing with WDWD, OSHA, HIPPA, DHSS-EMS Section and other agencies, which shall be the same as the plan for such compliance for the BERLIN EMS service, unless inconsistent with the state licensed EMS Operational Plan for PRINCETON, whereby in such circumstance the PRINCETON Operational Plan shall govern. The plan will

also address compliance with current Hazard Communications regulations and other agencies requiring compliance.

- 2.2 In providing services under, and complying with the terms of, this Agreement, the parties shall comply with all policies and procedures as may be adopted by the BERLIN Common Council or BERLIN City Administrator in relation to the EMS services for BERLIN and PRINCETON as well as any applicable mandates of state or federal laws and regulations applicable to the EMS systems.

**3. Recruiting and Training of Employees and Contractors.**

During the term of this Agreement, BERLIN shall be solely responsible for the hiring, firing, and disciplining of employees or contractors providing services for the BERLIN and PRINCETON EMS services.

**4. Operational Costs and Service Rates.**

- 4.1 BERLIN shall be solely responsible for the cost of operation of the BERLIN and PRINCETON EMS services, and shall be the beneficiary of all revenues of such services, subject to the separate agreement of the parties and third parties relating to the sharing of net costs for the operation of such services.

- 4.2 During the term of this Agreement, BERLIN shall have the exclusive authority to develop, direct, control and implement a fee schedule for services provided by the PRINCETON EMS service, which shall be the same as that provided for the BERLIN EMS service, unless inconsistent with the state licensed EMS Operational Plan for PRINCETON, whereby in such circumstance the PRINCETON Operational Plan shall govern.

**5. Relationship of the Parties.**

The relationship of the parties is that of independent contractors contracting with each other for the purposes of this Agreement. No employee or agent of either party may be deemed an employee or agent of the other party by reason of this Agreement.

**6. No Assignment.**

- 12.1 Neither this Agreement nor any obligation to be performed under this Agreement may be assigned by either party without the prior written consent of the other party.
- 12.2 BERLIN shall have the authority to subcontract for services necessary to perform its obligations under this Agreement, including the subcontracting of management services. PRINCETON acknowledges that BERLIN is currently under agreement with COMMUNITY HEALTH NETWORK for the providing of certain management services to BERLIN for its EMS Service, which management services would also be provided in relation to the PRINCETON EMS service under the terms of this Agreement.

**7. Governing Law.**

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

**8. Term and Termination.**

- 8.1 The term of this Agreement shall commence on January 1, 2012 and terminate on the earlier of the following, (1) December 31, 2016, or (2) the date PRINCETON's state licensed Operational Plan is terminated and both entities are served under only C-BERLIN's state licensed EMS Operational Plan. Also, if not terminated earlier, this Agreement shall automatically renew beyond December 31, 2016 for an additional one (1) year period unless either party provides written notice to the other party of its intent not to renew no later than

October 31, 2016. Thereafter, this Agreement shall continue to renew for additional one (1) year periods unless either party provides written notice to the other party of its intent not to renew at least sixty (60) days prior to the end of the then current term.

8.2 This Agreement may otherwise be terminated following a party's breach of a material term of this Agreement that is not cured within thirty (30) calendar days after that party's receipt of notification from the non-defaulting party that describes the breach.

**9. Notices.**

All communications or notices required or permitted by this Agreement must be in writing and will be deemed to have been given at the earlier of the date when actually delivered to a party or when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of the parties notifies the other in accordance with this section of a change of address:

If to PRINCETON: City of Princeton  
PO Box 53  
431 West Main Street  
Princeton, Wisconsin 54968  
Attention: City Administrator

If to BERLIN: City of Berlin  
108 North Capron Street  
Berlin, Wisconsin 54923  
Attention: City Administrator

**10. Entire Agreement.**

This Agreement supersedes any previous agreement and constitutes the entire agreement between the parties relating to the subject matter described herein.

**11. Indemnification.**

Subject the separate agreement of the parties and third parties relating to the sharing of net costs for the operation of the BERLIN and PRINCETON EMS services, for valuable consideration to be received pursuant to the Agreement, BERLIN does forever release, discharge and covenant to hold harmless PRINCETON, and its assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of or in any way arising out of the failure or errors and omissions by BERLIN or its employees to fully, completely, accurately, and adequately report and administer patient care and related services during the performance of their designated duties under this Agreement, as provided by Wisconsin State Statute.

**12. Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of that provision shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accord with its terms.

**13. Waiver.**

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**14. Attorney Fees.**

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum of the successful party's attorney's fees.

15. **Headings.**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

16. **Amendment.**

This Agreement may be amended at any time by the agreement to such amendment by both of the parties. Any such amendment must be in writing and signed by the duly authorized representative of the parties to be enforceable.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement in duplicate and delivered it as of the date indicated below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF BERLIN**

By: \_\_\_\_\_  
Its: Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF PRINCETON**

By: \_\_\_\_\_  
Its: Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

THIS AGREEMENT, executed on the dates written below by and between the following:

- The CITY OF BERLIN, a municipal corporation located in Green Lake and Waushara Counties, Wisconsin ( hereinafter referred to as “C-BERLIN”); and
- The CITY OF PRINCETON, a municipal corporation located in Green Lake County, hereinafter referred to as “C-PRINCETON”; and
- The CITY OF GREEN LAKE, a municipal corporation located in Green Lake County, hereinafter referred to as “GREEN LAKE”; and
- The TOWN OF BERLIN, a township located in Green Lake County, hereinafter referred to as “T-BERLIN”; and
- The TOWN OF SENECA, a township located in Green Lake County, hereinafter referred to as “SENECA”; and
- The TOWN OF PRINCETON, a township located in Green Lake County, hereinafter referred to as “T-PRINCETON”; and
- The TOWN OF ST. MARIE, a township located in Green Lake County, hereinafter referred to as “ST. MARIE”; and
- The TOWN OF BROOKLYN, a township located in Green Lake County, hereinafter referred to as “BROOKLYN”; and
- The TOWN OF AURORA, a township located in Waushara County, hereinafter referred to as “AURORA”; and
- The TOWN OF WARREN, a township located in Waushara County, hereinafter referred to as “WARREN”; and
- The TOWN OF NEPEUSKUN, a township located in Winnebago County, hereinafter referred to as “NEPEUSKUN”.

WHEREAS, both C-BERLIN and C-PRINCETON currently operate 24 hour emergency medical and ambulance services under separate state licensed EMS Operational Plans; and

WHEREAS, , C-PRINCETON has entered into a separate agreement with C-BERLIN under which C-BERLIN shall be responsible for the management of C-PRINCETON’s emergency medical and ambulance service until such time that both entities are served under only C-BERLIN’s state licensed EMS Operational Plan; and

WHEREAS, for purposes of this Agreement, all references herein to the “PROVIDER” shall solely mean C-BERLIN, although each of the parties acknowledge that for some period of time, C-BERLIN will be providing services hereunder partially through the management of C-PRINCETON’s emergency medical and ambulance service under separate agreement between such parties; and

WHEREAS, for purposes of this Agreement, all parties other than C-BERLIN shall be referred to collectively as the “PARTICIPATING ENTITIES”, or individually as a “PARTICIPATING ENTITY”; and

WHEREAS, the PROVIDER agrees to furnish emergency medical and ambulance services, on an emergency and non-emergency basis, to the PARTICIPATING ENTITIES and the PARTICIPATING ENTITIES agree to contract for such services on the terms and conditions as described herein; and

WHEREAS, the parties are entering into this Agreement under the authority of Wis. Stats. §66.0301, relating to intergovernmental cooperation.

NOW THEREFORE, upon consideration as described herein, receipt of which is hereby acknowledged by each party, it is hereby agreed as follows:

## **I. AREAS SERVED**

The following are the areas to which the PROVIDER shall provide emergency medical and ambulance service under this Agreement:

- 1.1 All areas within the corporate limits of C-BERLIN.
- 1.2 All areas within the corporate limits of C- PRINCETON.
- 1.3 All areas within the corporate limits of T-BERLIN.
- 1.4 All areas within the corporate limits of SENECA.
- 1.5 Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Township Seventeen North (T17N), Range Fourteen East (R14E) in NEPEUSKUN.
- 1.6 Sections 25, 26, 27, 28, 33, 34, 35 and 36 in Township Eighteen North (T18N), Range Thirteen (R13E), in AURORA.
- 1.7 Sections 13, 23, 24, 25, 26, 35, and 36 in Township Eighteen North (T18N), Range Twelve East (R12E), in WARREN.
- 1.8 All areas within the corporate limits of T-PRINCETON.
- 1.9 All areas within the corporate limits of ST. MARIE.
- 1.10 All areas within the corporate limits of BROOKLYN.
- 1.11 All areas within the corporate limits of GREEN LAKE.

## **II. COMPENSATION**

- 2.1 **Share of Net Expenses.** In consideration for the services provided by the PROVIDER hereunder, the PARTICIPATING ENTITIES agree, for each calendar year of the term of this Agreement, to pay the PROVIDER a share of the PROVIDER's net expenses for the operation of the PROVIDER's emergency medical and ambulance service. Net expenses are defined as the

PROVIDER's total annual operating expenses for the PROVIDER's emergency medical and ambulance service minus total annual gross operating revenues, which will be based on the previous year's audited financial statements. Each party's share will then be calculated and apportioned on a per capita basis according to population in the areas served. Populations used for per capita distribution will be from the most recent census or census estimates provided by the Wisconsin Department of Administration ("WDOA"). The PROVIDER shall submit an invoice to each PARTICIPATING ENTITY accordingly, which shall be payable by each PARTICIPATING ENTITY within 45 days of receipt.

2.2 **Share of Equipment Replacement.** In addition to paying a share of the PROVIDER's annual net expenses as described in paragraph 2.1 above, each PARTICIPATING ENTITY also agrees to pay the PROVIDER a share of the PROVIDER's equipment replacement expenses in relation to its emergency medical and ambulance service. PROVIDER shall calculate a projected equipment replacement amount to be incurred over the subsequent 3 years. Said 3 year total amount shall be divided by 3 to determine a projected total annual amount. This projected total annual amount shall be allocated by the PROVIDER among each of the parties hereto on a prorata basis according to each party's percentage of the total population of the areas served as described in article 1, with the population numbers obtained from the WDOA in the same fashion as described in paragraph 2.1. Each year the PROVIDER shall provide each of the PARTICIPATING ENTITIES with their projected prorata share of the annual equipment replacement amount. Each PARTICIPATING ENTITY shall then be required to present evidence to the PROVIDER that said amount has been reserved in a non-lapsing account of the PARTICIPATING ENTITY with the principal portion of said account designated solely to the PARTICIPATING ENTITY's obligations under this Agreement. When the PROVIDER is ready to make an equipment purchase hereunder, the PROVIDER shall notify all the PARTICIPATING ENTITIES as soon as practicable as to the actual equipment cost and shall calculate each party's actual prorata share in the same fashion as the annual projected amounts. Each PARTICIPATING ENTITY shall, within 45 days of receipt of such notice, pay the PROVIDER its prorata amount. This amount may be more or less than the annual projected amounts reserved by each PARTICIPATING ENTITY.

2.3 **All Donations and 1989 Act 102 Funds to PROVIDER.** During the term of this Agreement, all donations made to a PARTICIPATING ENTITY designated for the general purpose of emergency medical services for the PARTICIPATING ENTITY, and all 1989 Wisconsin Act 102 (Emergency Medical Services-Funding Assistance Program) funds received by any PARTICIPATING ENTITY, shall be paid by the PARTICIPATING ENTITY receiving the donation or funds to the PROVIDER and shall be included by the PROVIDER in the PROVIDER's annual gross operating revenues used for purposes of calculating PROVIDER's net expenses under paragraph 2.1 above. If individual PARTICIPATING ENTITIES have defined fundraising efforts to specifically benefit one station or one particular

purpose for that PARTICIPATING ENTITY, those donations or fundraising monies will still need to be paid to the PROVIDER in the same fashion as for general donations described in this paragraph, but the PROVIDER shall segregate such donations into a non-lapsing ledger account to be used for the specified purpose.

### **III. AMBULANCES, AMBULANCE HOUSING AND EMT HOUSING.**

- 3.1 Concurrent with the execution of this Agreement, C-PRINCETON shall convey ownership of the following ambulances to the PROVIDER:

2006 Ford, Model 553A, Ambulance, VIN: 1FDXE40F2WHA21885

1998 Ford, Model 553A, Ambulance, VIN: 1FDXE45P76HA53507

The PROVIDER shall pay to C-PRINCETON for said ambulances the total amount of \$32,000.00, payable in 8 monthly installments of \$4,000.00. C-PRINCETON shall be responsible for the sales tax on such transactions, if any. The PROVIDER shall be exclusively responsible for the payment of this purchase price, and the payment of said purchase price shall not be reflected in the calculation of net expenses under paragraph 2.1 herein, or the equipment replacement under paragraph 2.2 herein.

- 3.2 So long as BROOKLYN or GREEN LAKE are a parties to this Agreement, they shall collectively (or individually – if only one of such parties remain) grant the PROVIDER use of an ambulance housing facility free of any charge, at a location mutually agreed to by the PROVIDER. The location of said facility may be changed by BROOKLYN and/or GREEN LAKE, as applicable, so long as the new facility is substantially similar to the prior facility, in terms of features and location, and only upon prior written consent and approval of the PROVIDER, which consent and approval shall not be unreasonably withheld. BROOKLYN or GREEN LAKE shall collectively (or individually – if only one of such parties remain a party to this Agreement) be solely responsible for all maintenance of the facility (in the condition the facility is currently in, reasonable wear and tear excepted), real property taxes (if any), casualty insurance, landscaping and lawn mowing (if any), and snow removal (pursuant to timing and standard requirements reasonably agreed to by PROVIDER). BROOKLYN and GREEN LAKE acknowledge that the sole consideration they are receiving from the other parties to this Agreement for the providing of such ambulance housing facility is the possibility of faster response times for its residents solely due to the location of such facility within or near their communities, and agree that they will not be entitled to any other compensation, monetary or otherwise, from any of the other parties to this Agreement for the use of such facility.

- 3.3 So long as BROOKLYN or GREEN LAKE are a parties to this Agreement, they shall collectively (or individually – if only one of such parties remain) grant the PROVIDER use of a residential housing facility for up to three

Emergency Medical Technicians free of any charge, at a location mutually agreed to by the PROVIDER. The location of said facility may be changed by BROOKLYN and/or GREEN LAKE, as applicable, so long as the new facility is substantially similar to the prior facility, in terms of features and location, and only upon prior written consent and approval of the PROVIDER, which consent and approval shall not be unreasonably withheld. BROOKLYN or GREEN LAKE shall collectively (or individually – if only one of such parties remain a party to this Agreement) be solely responsible for all maintenance of the facility (in the condition the facility is currently in, reasonable wear and tear excepted), real property taxes (if any), casualty insurance, landscaping and lawn mowing (if any), and snow removal (pursuant to timing and standard requirements reasonably agreed to by PROVIDER). BROOKLYN and GREEN LAKE acknowledge that the sole consideration they are receiving from the other parties to this Agreement for the providing of such residential housing facility is the possibility of faster response times for its residents solely due to the location of such facility within or near their communities, and agree that they will not be entitled to any other compensation, monetary or otherwise, from any of the other parties to this Agreement for the use of such facility.

3.4 So long as C-PRINCETON is a party to this Agreement, it shall grant the PROVIDER use of an ambulance housing facility free of any charge, at a location mutually agreed to by the PROVIDER. The location of said facility may be changed by C-PRINCETON so long as the new facility is substantially similar to the prior facility, in terms of features and location, and only upon prior written consent and approval of the PROVIDER, which consent and approval shall not be unreasonably withheld. C-PRINCETON shall be solely responsible for all maintenance of the facility (in the condition the facility is currently in, reasonable wear and tear excepted), real property taxes (if any), casualty insurance, landscaping and lawn mowing (if any), and snow removal (pursuant to timing and standard requirements reasonably agreed to by PROVIDER). C-PRINCETON acknowledges that the sole consideration it is receiving from the other parties to this Agreement for the providing of such ambulance housing facility is the possibility of faster response times for its residents solely due to the location of such facility within or near its community, and agrees that it will not be entitled to any other compensation, monetary or otherwise, from any of the other parties to this Agreement for the use of such facility. Notwithstanding, PROVIDER has specially agreed to fund the one-time repair of the roof on the current C-PRINCETON EMS house up to the amount of \$7,500.00. The plan for such repair, and the estimated costs, must be approved by PROVIDER prior to the commencement of any work on such repair.

3.5 So long as C-PRINCETON is a party to this Agreement, it shall grant the PROVIDER use of a residential housing facility for up to three Emergency Medical Technicians free of any charge, at a location mutually agreed to by the PROVIDER. The location of said facility may be changed by C-PRINCETON so long as the new facility is substantially similar to the prior facility, in terms of features and location, and only upon prior written consent

and approval of the PROVIDER, which consent and approval shall not be unreasonably withheld. C-PRINCETON shall be solely responsible for all maintenance of the facility (in the condition the facility is currently in, reasonable wear and tear excepted), real property taxes (if any), casualty insurance, landscaping and lawn mowing (if any), and snow removal (pursuant to timing and standard requirements reasonably agreed to by PROVIDER). C-PRINCETON acknowledges that the sole consideration it is receiving from the other parties to this Agreement for the providing of such residential housing facility is the possibility of faster response times for its residents solely due to the location of such facility within or near its community, and agrees that it will not be entitled to any other compensation, monetary or otherwise, from any of the other parties to this Agreement for the use of such facility.

#### **IV. ANNUAL MEETING OF REPRESENTATIVES AND QUARTERLY REPORT BY THE PROVIDER**

During the term of this Agreement, the PROVIDER shall, on an annual basis, invite and host a meeting of the Mayors and Town Chairpersons, as applicable, or their designees, from each party hereto, for the purpose of enabling a discussion about PROVIDER's emergency medical and ambulance services provided hereunder. Also, the PROVIDER shall provide a quarterly report to each of the PARTICIPATING ENTITIES in regard to the operations of PROVIDER's emergency medical and ambulance service.

#### **V. INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall construe the PROVIDER or any of its employees or agents to be the employees, agents, or representatives of the PARTICIPATING ENTITIES. The PROVIDER shall be an independent contractor and shall have responsibility for and control over the details and means for performing the services described herein.

#### **VI. COMPLIANCE WITH LAWS**

PROVDER, in its performance of this Agreement, agrees to comply with all applicable federal, state, and local laws and ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of service.

#### **VII. DURATION OF AGREEMENT**

This Agreement shall be in force and in effect from January 1, 2012 through December 31, 2012 and shall be renewed automatically for a like and successive terms of one year.

#### **VIII. TERMINATION OF AGREEMENT, OR REMOVAL/WITHDRAWAL OF PARTICIPATING ENTITIES**

8.1 **Defaulting PARTICIPATING ENTITY - Demand for Removal by Other PARTICIPATING ENTITIES.** If any PARTICIPATING ENTITY fails to comply with the terms and conditions of this Agreement, any of the non-

defaulting PARTICIPATING ENTITIES may demand immediate removal of the defaulting PARTICIPATING ENTITY from this Agreement. In such instance, and upon unanimous approval of the remaining parties, the PROVIDER shall notify the defaulting PARTICIPATING ENTITY of its removal from this Agreement. In such circumstance, each of the PARTICIPATING ENTITIES, including the defaulting PARTICIPATING ENTITY, shall remain liable to the PROVIDER for all monetary obligations incurred under this Agreement through the date of removal of the defaulting PARTICIPATING ENTITY. The PROVIDER shall provide PARTICIPATING ENTITIES with a special invoice showing the calculations for said monetary obligations through said removal date, which shall be payable by each PARTICIPATING ENTITY within 45 days of receipt. The special invoice issued to the removed PARTICIPATING ENTITY shall also include a demand to such PARTICIPATING ENTITY to turn over to the PROVIDER the principal portion of said PARTICIPATING ENTITY's non-lapsing account established under paragraph 2.2, which shall be payable by said PARTICIPATING ENTITY within 45 days of receipt. After the removal of the defaulting PARTICIPATING ENTITY, this Agreement shall remain effective as to all the remaining parties, including all invoicing procedures, and all monetary calculations shall be made excluding the removed PARTICIPATING ENTITY.

- 8.2. **Defaulting PARTICIPATING ENTITY - PROVIDER Removal.** If any PARTICIPATING ENTITY fails to comply with the terms and conditions of this Agreement, the PROVIDER may unilaterally remove the defaulting PARTICIPATING ENTITY from this Agreement, even without the demand or approval of the non-defaulting PARTICIPATING ENTITIES. In such instance, the PROVIDER shall notify the defaulting PARTICIPATING ENTITY of its removal from this Agreement. In such circumstance, each of the PARTICIPATING ENTITIES, including the defaulting PARTICIPATING ENTITY, shall remain liable to the PROVIDER for all monetary obligations incurred under this Agreement through the date of removal of the defaulting PARTICIPATING ENTITY. PROVIDER shall provide the PARTICIPATING ENTITIES with a special invoice showing the calculations for said monetary obligations through said removal date, which shall be payable by each PARTICIPATING ENTITY within 45 days of receipt. The special invoice issued to the removed PARTICIPATING ENTITY shall also include a demand to such PARTICIPATING ENTITY to turn over to the PROVIDER the principal portion of said PARTICIPATING ENTITY's non-lapsing account established under paragraph 2.2, which shall be payable by said PARTICIPATING ENTITY within 45 days of receipt. After the removal of the defaulting PARTICIPATING ENTITY, this Agreement shall remain effective as to all the remaining parties, including all invoicing procedures, and all monetary calculations shall be made excluding the removed PARTICIPATING ENTITY.

- 8.3 **PROVIDER Termination Without Cause.** On or after January 1, 2017, the PROVIDER may terminate this Agreement, in its entirety, without cause, upon giving at least ninety (90) days written notice of intent to terminate to

the PARTICIPATING ENTITIES, except that each of the PARTICIPATING ENTITIES shall remain liable to the PROVIDER for all monetary obligations hereunder, calculated on a reasonable prorata basis, for the amount of time the PROVIDER provided service to the PARTICIPATING ENTITIES during the year of termination. The PROVIDER shall, within 30 days of such termination, provide the PARTICIPATING ENTITIES with a final invoice for monetary obligations hereunder, including a demand for each PARTICIPATING ENTITY to turn over to the PROVIDER the principal portion of its non-lapsing account established under paragraph 2.2, which shall be payable by each PARTICIPATING ENTITY within 45 days of receipt.

- 8.4 **PARTICIPATING ENTITY Withdrawal Without Cause.** Any of the PARTICIPATING ENTITIES, except for C-PRINCETON, may withdraw from this Agreement, without cause, at any time upon written notice to the PROVIDER and the other PARTICIPATING ENTITIES. C-PRINCETON may only withdraw from this Agreement without cause upon written notice to the PROVIDER on or after January 1, 2017. In the event of a withdrawal by a PARTICIPATING ENTITY, each of the PARTICIPATING ENTITIES, including the withdrawing PARTICIPATING ENTITY, shall remain liable to the PROVIDER for all monetary obligations incurred under this Agreement through the date of removal of the withdrawing PARTICIPATING ENTITY. The PROVIDER shall provide the PARTICIPATING ENTITIES with a special invoice showing the calculations for said monetary obligations through said withdrawal date, which shall be payable by each PARTICIPATING ENTITY within 45 days of receipt. The special invoice issued to the withdrawn PARTICIPATING ENTITY shall also include a demand to such PARTICIPATING ENTITY to turn over to the PROVIDER the principal portion of said PARTICIPATING ENTITY's non-lapsing account established under paragraph 2.2, which shall be payable by said PARTICIPATING ENTITY within 45 days of receipt. After the withdrawal of the withdrawing PARTICIPATING ENTITY, this Agreement shall remain effective as to the remaining parties, including all invoicing procedures, and all monetary calculations shall be made excluding the withdrawn PARTICIPATING ENTITY

#### **IX. NON-COVERED/EXCESS LIABILITY SHARED BY PARTIES**

That portion of any liability arising out of services rendered by the PROVIDER under the terms of this Agreement, no matter where such liability occurred, which is not covered by or exceeds the limits of liability covered under the PROVIDER's general public liability insurance policy(ies) in effect, shall be shared by each of the parties hereto on the same prorata basis as the net expenses are shared under paragraph 2.1 above. The PROVIDER shall maintain insurance coverage in an amount not less than seven million dollars (\$7,000,000.00). Upon request, the PROVIDER shall provide proof of insurance coverage to any party to this Agreement.

#### **X. FORCE MAJEURE**

If the PROVIDER is unable by reason of force majeure to carry out any of its obligations under this Agreement, then such obligations shall be suspended until the force majeure ceases. "Force Majeure" shall include conflicting dispatch calls, unavailability of resources or personnel, acts of God, laws and regulations, governmental action, war, civil disturbances, lightning, fire, flood, wash-out, storm or any other causes that are not reasonably within the control of the PROVIDER.

#### **XI. NON-ENFORCEMENT NOT WAIVER**

Any failure of either party hereto to enforce any of its rights or remedies hereunder or shall not be construed as a waiver of its right to do so hereinafter.

#### **XII. UNENFORCEABLE PROVISION**

In the event any provision of this Agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions thereof, which shall continue in full force and effect.

#### **XIII. NOTICE**

All notices provided for in this Agreement shall be deemed given three (3) business days after the date sent in writing or on the next business day following transmission by electronic facsimile copy to the principal office of the PROVIDER or PARTICIPATING ENTITY, as applicable.

#### **XIV. BINDING EFFECT**

All of the terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors, heirs, and assigns.

#### **XV. JURISDICTION AND CONSTRUCTION**

The parties hereby agree to the jurisdiction and venue of Green Lake County in the State of Wisconsin and that this Agreement shall be construed in accordance with the laws of the State of Wisconsin. The parties consent to service of process upon them in any such action or proceeding by mailing copies thereof by United States registered or certified airmail, postage prepaid, return receipt requested to the party.

#### **XVI. SECTION AND OTHER HEADINGS**

The section and other headings contained in this Agreement are and shall be for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

#### **XVII. ENTIRE UNDERSTANDING**

This Agreement contains the entire understanding of the parties. It may not be changed orally. This Agreement may be amended or modified only in writing that has been executed by all parties hereto. This Agreement may be executed by each of the parties in counterpart.

**IN WITNESS WHEREOF**, the Mayor and City Clerk representing each city party, and the Town Chairperson and Town Clerk representing each township party, have executed this Agreement and all certify that they are authorized to execute this document and bind their respective city or township, as applicable.

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**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**CITY OF BERLIN**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Richard D. Schramer, Mayor

\_\_\_\_\_  
Jodie K. Olson,  
City Clerk/Administrator/Treasurer

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**CITY OF PRINCETON**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**CITY OF GREEN LAKE**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**  
**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT**  
**BETWEEN**  
**THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**TOWN OF BERLIN**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**TOWN OF SENECA**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**TOWN OF PRINCETON**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**TOWN OF ST. MARIE**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**TOWN OF BROOKLYN**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**TOWN OF AURORA**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**TOWN OF WARREN**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

**SIGNATURE PAGE ATTACHMENT**

**EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

**TOWN OF NEPEUSKUN**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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

## AMBULANCE SUPPORT AGREEMENT

This AMBULANCE SUPPORT AGREEMENT (“Agreement”) is made this 1st day of January, 2012 (“Effective Date”) by and between Community Health Network, Inc., a Wisconsin nonprofit corporation (“CHN”), and the City of Berlin, Wisconsin (“Berlin”).

### RECITALS

- I. CHN is a health care system serving east central Wisconsin. CHN desires to assist Berlin and nearby communities in providing an appropriate level of quality and coordinated emergency transport services to their residents and residents of the area served by CHN. Among other things, CHN intends to reimburse Berlin for the lease of an ambulance on a short term basis until a new ambulance can be purchased and donated to Berlin.
- II. Berlin desires to obtain and operate the leased ambulance and ultimately the donated ambulance so that Berlin can enhance the availability and scope of ambulance services it provides to its community. In addition, Berlin wishes to assume responsibility for emergency transport services to northern Green Lake County so as to fulfill the need for improved emergency transport services in those areas.
- III. Under the terms of this Agreement CHN agrees to provide the defined support, in exchange for Berlin’s commitment to provide high quality ambulance services to Berlin and northern Green Lake County.

### AGREEMENT

In consideration of the Recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

#### I. RESPONSIBILITIES OF THE PARTIES.

##### 1. Responsibilities of CHN.

- a. CHN will reimburse Berlin for the cost of leasing an ambulance (the “Leased Ambulance”), until the delivery and activation of the donated ambulance, but in no event will CHN reimburse such costs beyond \_\_\_\_\_. **[DRAFTERS NOTE: Date will be selected based on the delivery timeframe for the ambulance.]** The purpose of this short term lease is to allow an ambulance to be located in the area of the Town of Brooklyn/City of Green Lake, Wisconsin, pending the purchase of a new ambulance, described in Section I.1.b. CHN shall not provide ambulance services, and except for the terms of this Agreement, CHN shall not direct or restrict Berlin’s use of the Leased Ambulance in any way.

- b. CHN will purchase a new ambulance and donate ownership of the new ambulance to Berlin (the "Purchased Ambulance"). The parties will agree on the make, model and cost of the Purchased Ambulance, and attach a description as Exhibit A. CHN shall place a purchase order for the Purchased Ambulance no later than January 1, 2012. CHN shall not provide ambulance services, and except for the terms of this Agreement, CHN shall not direct or restrict Berlin's use of the Purchased Ambulance in any way. CHN may transfer the Purchased Ambulance purchase order to Berlin so that Berlin takes ownership directly from the ambulance seller.
- c. CHN will reimburse Berlin for the cost of purchasing two equipped ambulances from the City of Princeton, Wisconsin for the total purchase price amount of Thirty-Two Thousand Dollars (\$32,000.00). Berlin shall pay the City of Princeton directly for such purchase, and shall invoice CHN which CHN agrees to pay within ten (10) days of receipt.
- d. CHN will reimburse Berlin for the cost of funding the repair of the roof on the current City of Princeton EMS house up to an amount of Seven Thousand Five Hundred Dollars (\$7,500.00), if the cities of Princeton and Berlin arrange for such repair. The plan for such repair, and the estimated costs, must be approved by CHN prior to the commencement of any work on such repair. Berlin shall pay the City of Princeton directly for such repair, and shall invoice CHN which CHN agrees to pay within ten (10) days of receipt.
- e. For each calendar year during the term of this Agreement, or portion of a calendar year should this Agreement terminate early, CHN will reimburse Berlin an amount by which certain defined ambulance related expenses incurred by Berlin during such calendar year or portion thereof exceed certain defined ambulance related revenues accruing to Berlin during such calendar year or portion thereof, all as described in Exhibit B. It is acknowledged that Berlin intends to add three (3) full time equivalent paramedics above its volunteer staffing level to be in place at the time of execution of this Agreement, whereby the employment related costs for such additional paramedics shall be included in Berlin's reported expenses in Exhibit B. CHN shall pay any such loss amount to Berlin within forty five (45) days of receiving a reasonably acceptable report showing such loss for the prior calendar year or portion of the prior calendar year, and itemizing the expenses and revenues described on Exhibit B for such calendar year or portion thereof, based upon independently audited financial statements for Berlin. For any calendar year or portion thereof in which Berlin does not realize a loss, CHN shall not be obligated to make any payment to Berlin for such calendar year or portion thereof.

2. Responsibilities of Berlin.

- a. Berlin shall be responsible for and shall provide ambulance services to Berlin and all willing municipalities and townships in the northern Green Lake areas described on Exhibit C.
- b. By the Effective Date of the Agreement, Berlin shall have entered into agreements to provide ambulance service for all the willing municipalities and townships described on Exhibit C.
- c. Berlin shall initially locate, or base, the Leased Ambulance and ultimately the Purchased Ambulance in the area of the Town of Brooklyn/City of Green Lake, Wisconsin, and shall maintain the Leased Ambulance and ultimately the Purchased Ambulance in the area of the Town of Brooklyn/City of Green Lake so long as either the Town of Brooklyn or the City of Green Lake continue to agree to be served by the Berlin ambulance service, and Berlin shall otherwise use the Leased Ambulance and the Purchased Ambulance in fulfilling its overall responsibility to provide ambulance services to Berlin and all willing municipalities and townships in northern Green Lake County.
- d. Berlin shall operate its ambulance service in northern Green Lake County in accordance with its required or appropriate patient transport policies, including patient choice protocols. Berlin agrees that CHN shall have no oversight relating to the provision of ambulance services.
- e. Berlin shall comply at all times with applicable federal, state, and local laws and regulations governing ambulance licensure and operation.

**II. TERM AND TERMINATION.**

1. Term. The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date (“Term”). Either party may terminate this Agreement during the Term by giving at least one (1) year advance written notice to the other party of the intent to terminate this Agreement. If this Agreement is terminated by either party, for any reason, Berlin shall have no obligation to return any payments, reimbursements or donations made to Berlin by CHN under the terms of this Agreement through the date of termination.
2. Material Breach. This Agreement may be terminated following a party’s breach of a material term of this Agreement that is not cured within thirty (30) calendar days after that party’s receipt of notification from the non-defaulting party that describes the breach.

**III. MISCELLANEOUS.**

1. Notices. Any written notices herein provided to be given to the parties shall, unless notice of a different address is given in writing to the other party, be sent via certified or registered mail to the following addresses:

CHN: Community Health Network, Inc.  
222 Memorial Drive  
Berlin, WI 54923  
Attn: \_\_\_\_\_

Berlin: City of Berlin  
108 North Capron Street  
Berlin, Wisconsin 54923  
Attn: City Administrator

2. Independent Contractors. CHN and Berlin agree that they are independent contractors and are not acting as the agents or employees of the other party.

3. Indemnification. Berlin shall defend (using counsel reasonably acceptable to CHN), indemnify and hold harmless CHN against all claims, demands, suits or actions asserted or maintained by third parties (including, without limitation, governmental agencies) arising from or related in any way to CHN's responsibilities or Berlin's use of the Leased Ambulance or the Purchased Ambulance ("Claims"). CHN shall provide Berlin with prompt written notice of any Claim for which CHN seeks indemnification under this Section, but delay by CHN in giving such notice shall not relieve Berlin of its obligations under this Section except to the extent Berlin is materially prejudiced by such delay. Berlin's obligation includes payment of any judgments, settlements, awards, fines and penalties issued against CHN in connection with any Claim, the cost of any investigations or other actions taken by CHN at Berlin's request, and CHN's reasonable costs and attorneys fees, and costs of investigation, incurred after CHN provides written notice of the Claim and before Berlin provides CHN with written notice that Berlin accepts the defense of such Claim. Berlin shall have control of the defense (including settlement) of such Claims, except that CHN may, at its cost, participate in such defense, so long as such participation does not interfere with Berlin's control thereof. Notwithstanding the foregoing, Berlin may not enter into any settlement, compromise, or consent decree that admits liability on the part of CHN without CHN's prior express written consent. If Berlin fails to accept the defense of any Claim or fails to use counsel reasonably acceptable to CHN, then CHN may, but need not, assume control of the defense of such Claim, and Berlin shall be liable to CHN for all of CHN's costs and expenses incurred in connection with such defense, including, without limitation, attorneys' and experts' fees and costs of investigation.

4. Confidentiality of Information. No party shall disclose any data, reports, or other materials containing information specific to the other party without the prior written consent of the other party, unless otherwise required by the Wisconsin Public Records Law, or any other law or regulation requiring disclosure.

5. Notice of Claims. CHN and Berlin each shall promptly notify the other of any claim asserted against CHN or Berlin or any of their respective agents or employees, whether or not the claim is in connection with the provision of services pursuant to this Agreement, and of any facts or circumstances known to either that might reasonably be deemed to give rise to a future claim.
6. Material Change in Law. In the event of a change in any applicable law, including but not limited to the Social Security Act, that materially impacts the parties' relationship hereunder, or results in the reasonable possibility that one of the parties to this Agreement may be in violation of a law, regulation or rule because of the existence of this Agreement, the parties shall promptly meet to consider appropriate changes to this Agreement and shall reform this Agreement as necessary, to address the material impact to the parties' relationship hereunder, or to prevent either of the parties from being in violation of any law, regulation or rule stemming from the existence of this Agreement.
7. Government Access to Records. To the extent required by law, the parties agree that until the expiration of four (4) years after services are furnished under this Agreement, the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representative shall have pursuant to 42 C.F.R. § 420.302, upon request, access to (a) this Agreement and the books, documents, and records of CHN and Berlin relating to this Agreement, and (b) to any subcontract of CHN or Berlin for the performance of any part of this Agreement and the books, documents, and records relating to the subcontract of any subcontractor when the cost or value of the subcontract is at least \$10,000. Any contract between CHN or Berlin and a subcontractor with a value of \$10,000 or more shall contain a provision with language substantially similar to the language of this section.
8. HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which either CHN or Berlin is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that the parties are at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

9. Compliance with Laws, Regulations, and Accreditation. The parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to, Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f)) fraud and abuse laws (including the Anti-Kickback Statute) and the Stark Law, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws.
10. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
11. Governing Law. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of the State of Wisconsin.
12. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
13. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of all parties hereto, except that CHN may assign this Agreement to a successor organization.
14. Entire Agreement. This Agreement supersedes all previous contracts, and constitutes the entire Agreement between the parties, and no party shall be entitled to any benefits other than those specified herein.
15. Waiver of Breach. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.
16. Amendments. No alterations, amendments or changes shall be effective or binding unless in writing and subscribed by the parties.
17. Execution. This Agreement and any amendments hereto shall be executed in multiple copies on behalf of CHN and Berlin. Each copy shall be deemed an original, but all originals together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date first above written.

**COMMUNITY HEALTH  
NETWORK, INC.**

**CITY OF BERLIN**

By: \_\_\_\_\_  
Name: John S. Feeney, President/CEO

By: \_\_\_\_\_  
Name: Jodie Olson, City Administrator

**CITY OF BERLIN**

\_\_\_\_\_  
Name: Richard Schramer, Mayor

## **EXHIBIT A**

### **Description of Purchased Ambulance**

CHN is providing a licensed ambulance to Berlin for the sole purpose of enhancing Berlin's ability to provide quality emergency transport services to Berlin and northern Green Lake County as described on Exhibit C. Purchased Ambulance Description, specifications and cost:

**[TBD]**

## EXHIBIT B

### Defined Ambulance Expenses

<b>Account Code</b>	<b>Expense</b>
10-52-30001-110	Salaries
10-52-30001-160	Public Relations
10-52-30001-221	Phone
10-52-30001-240	Repairs & Maintenance
10-52-30001-290	Other Contractual Services
10-52-30001-310	Office Supplies
10-52-30001-330	Conferences and Training
10-52-30001-340	Operating Supplies
10-52-30001-345	Property Services-Vehicles
10-52-30001-380	Equipment & Structures
10-52-30001-390	Miscellaneous
10-52-30001-391	Uniforms
10-52-30001-392	Medical Expense
10-52-30001-501	Social Security
10-52-30001-502	Medicare SS
10-52-30001-510	Insurance Premiums
10-52-30001-650	WRF 600
10-52-30001-700	WRF 700

### Defined Ambulance Revenues

<b>Account Code</b>	<b>Revenue</b>
10-43-52901	Ambulance-Act 102 Funds
10-48-50003	Donations to Ambulance
10-46-23000	Ambulance Fees
10-43-52902	Ambulance Service Grants

## **EXHIBIT C**

### **Communities Where Berlin Will Initially Provide Ambulance Services as of the Effective Date of this Agreement:**

- The CITY OF BERLIN
- The CITY OF PRINCETON
- The CITY OF GREEN LAKE
- The TOWN OF BERLIN
- The TOWN OF SENECA
- The TOWN OF PRINCETON
- The TOWN OF ST. MARIE
- The TOWN OF BROOKLYN
- The TOWN OF AURORA
- The TOWN OF WARREN
- The TOWN OF NEPEUSKUN