



Palmyra Fire Rescue – Ems Primary Coverage Memorandum

INTER-AGENCY EMS PRIMARY COVERAGE AGREEMENT

This Inter-Agency Agreement ("Agreement") is entered into by and between **Palmyra Fire Rescue (PFR)** and the **Kettle Moraine Fire District (KMFD)** (collectively, the "Parties").

1. PURPOSE AND INTENT

The purpose of this Agreement is to establish clear, legally defensible terms under which Palmyra Fire Rescue may provide **Primary Emergency Medical Services (EMS) Coverage** to the Kettle Moraine Fire District during periods when KMFD is unable to meet its primary EMS staffing obligations.

This Agreement is intended to:

- Ensure uninterrupted EMS delivery to the residents of KMFD;
- Clearly distinguish **primary contractual coverage** from **mutual aid**;
- Protect the operational readiness and fiscal interests of Palmyra Fire Rescue; and
- Provide transparency and accountability to both agencies' governing bodies and taxpayers.

Nothing in this Agreement shall be construed as creating a permanent obligation or employment relationship between the Parties.

2. DEFINITIONS

For the purposes of this Agreement:

- **Primary EMS Coverage:** Contractual EMS staffing provided when KMFD is unable to staff its own EMS resources to meet primary obligations.
- **Mutual Aid:** Emergency assistance provided during extraordinary incidents, multiple simultaneous calls, or when immediate assistance beyond normal capacity is required.
- **Coverage Period:** The specific dates and times agreed upon for Primary EMS Coverage under this Agreement.



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3. SCOPE OF SERVICES

3.1 Services Provided

During approved Coverage Periods, Palmyra Fire Rescue shall provide:

- A dedicated EMS crew
- EMS response within KMFD's jurisdiction;
- Patient care consistent with Wisconsin EMS protocols and PFR operational standards.

3.2 Personnel

- Minimum staffing shall consist of a **two-person Basic Life Support (BLS) crew**.
- Staffing may be upgraded to Advanced Life Support (ALS) at PFR's discretion based on availability, at no additional cost unless otherwise agreed in writing.

3.3 Equipment

- PFR may supply one of its licensed ambulances and all associated equipment with added service fee.
- All equipment shall remain the property of Palmyra Fire Rescue.

3.4 Stationing

- During Coverage Periods, the PFR crew and ambulance shall be housed at a KMFD facility designated by KMFD for operational efficiency.

4. HOST AGENCY RESPONSIBILITIES (KMFD)

KMFD agrees to provide, at no cost to PFR:

- Indoor apparatus bay space with electrical power;
- Reasonable access to living quarters including restroom facilities, kitchen access, and sleeping accommodations;



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- A safe working environment consistent with OSHA and Wisconsin EMS requirements.
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5. NOTICE AND ACTIVATION

5.1 Standard Notice

KMFD shall provide a minimum of **seven (7) calendar days' notice** for requested Primary EMS Coverage. Requests shall be submitted in writing (email acceptable) and include dates, times, and location of coverage to PFR Deputy Chief of Operations.

5.2 Short-Notice Requests

Requests made within **seventy-two (72) hours** of the Coverage Period will be accommodated only if staffing is available. PFR makes no guarantee of coverage under short-notice conditions.

5.3 Minimum Coverage Duration

Each Coverage Period shall consist of a minimum **Twelve (12) consecutive hours**.

6. REGULATORY COMPLIANCE

KMFD shall ensure that all required notifications, approvals, and amendments with the Wisconsin EMS Office are completed prior to activation of Primary EMS Coverage, including updates to the KMFD EMS Operational Plan if required.

PFR shall operate under its existing licensure and medical direction.

7. FINANCIAL TERMS

7.1 Rates

KMFD agrees to compensate PFR in accordance with PFR's **2026 Fee Schedule** as follows:

Service

Rate



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Primary EMS Coverage	\$1500.00 per 24 hour shift and \$800 per 12 hour shift
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7.2 Billing

- Invoices shall be issued on the **1st day of each month** for services rendered during the prior month.
- Payment is due within **thirty (30) days** of the invoice date.
- If payment for prior month is not received within thirty (30) days, this contract can be voided at the discretion of PFR Fire Chief immediately.

7.3 Patient Care Revenue

All patient care and transport revenue generated during Coverage Periods shall remain the sole property of Palmyra Fire Rescue.

8. CANCELLATION

Once coverage has been confirmed by Palmyra Fire Rescue, cancellation by KMFD is **not permitted** within 72 hours of scheduled coverage date. Unauthorized cancellations will result in full billing for the scheduled coverage period.

9. LIABILITY AND INDEMNIFICATION

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents.

To the extent permitted by Wisconsin law:

- Each Party agrees to defend, indemnify, and hold harmless the other Party from claims arising out of its own negligence or willful misconduct.
- Nothing in this Agreement waives statutory immunities or liability limitations afforded under Wisconsin law.



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10. TERM AND TERMINATION

This Agreement shall become effective upon execution by both Parties and shall remain in effect until terminated.

Either Party may terminate this Agreement with **thirty (30) days' written notice**, provided that termination does not affect obligations already incurred for scheduled Coverage Periods.

11. NON-EXCLUSIVITY

This Agreement is non-exclusive and does not prohibit either Party from entering into similar agreements with other agencies.

12. GOVERNING LAW

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

13. ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties and supersedes all prior discussions or understandings related to Primary EMS Coverage.

Any amendments must be in writing and approved by authorized representatives of both Parties.

14. AUTHORIZATION AND SIGNATURES



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The undersigned certify that they are authorized to bind their respective organizations to this Agreement.

PALMYRA FIRE RESCUE

Signature: _____

Name / Title: _____

Date: _____

KETTLE MORaine FIRE DISTRICT

Signature: _____

Name / Title: _____

Date: _____