

EMERGENCY MEDICAL SERVICES AGREEMENT

BETWEEN

THE ONEIDA NATION

AND

THE VILLAGE OF ASHWAUBENON

THIS EMERGENCY MEDICAL SERVICES AGREEMENT is made and entered into by and between the Oneida Nation (the "Nation") and the Village of Ashwaubenon (the "Village") (each a "party" and collectively, the "parties"). The purpose of this Agreement is to define Emergency Medical Services provided by the Village's Public Safety Department at specific property within the boundaries of the Oneida Reservation.

WITNESSETH:

WHEREAS, the Nation and the Village have been good neighbors and desire the spirit of cooperation between the Nation's Internal Security Department, Nation's Police Department, and Village's Public Safety Department to continue; and

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and encompasses approximately 65,400 acres; and

WHEREAS, the boundaries of the Oneida Reservation and the boundaries of the Village overlap, and portions of the Village are within the Oneida Reservation; and

WHEREAS, both the Nation and the Village provide services which benefit properties, residents, and the community within the Oneida Reservation and the Village; and

WHEREAS, the Village, by and through the Ashwaubenon Public Safety Department provides an Emergency Medical Services ("EMS") Program (the "Program") within its service area in accordance with Wis. Stats. ch. 256; and

WHEREAS, the Program provides emergency medical care, using licensed emergency medical services practitioners and responders; and

WHEREAS, the Program's emergency medical services practitioners and responders adhere to the licensing, training, and certification requirements of Wis. Admin. Code. ch. DHS 110, as administered by the Wisconsin Department of Health Services or its designee; and

WHEREAS, the Program's service area falls partially within the boundaries of the Oneida Reservation; and

WHEREAS, the Nation's Casino Complex ("Casino Complex") is situated within the Program's service area; and

WHEREAS, the Nation desires to ensure the timely provision of Emergency Medical Services to those individuals requiring Emergency Medical Services at the Casino Complex; and

WHEREAS, the Nation and the Village enjoy a relationship of mutual trust and respect; and

WHEREAS, it is mutually beneficial to the parties to put their understandings in writing concerning the Village's provision of certain EMS services within the boundaries of the Oneida Reservation at the Casino Complex;

NOW, THEREFORE, in consideration of the mutual benefits hereto, The Nation and the Village hereby agree to the following terms and conditions:

1. DEFINITIONS.

- a. "Casino Complex" means the entire property located at 2020 Airport Drive, 2040 Airport Drive, and 2100 Airport Drive, regardless of the name it is known by, whether it is subject to a land lease, or the location where EMS services are required on the property.
- b. "Class III Gaming" has the meaning ascribed to it in the Indian Gaming Regulatory Act, 25 U.S.C. § 2703(8).
- c. "Department" means the Wisconsin Department of Health Services or its designee.
- d. "Emergency Medical Care" means medical care to sick, disabled, or injured individuals at the scene of an emergency, during transport to a hospital, while in the hospital emergency room until responsibility for care is assumed by the regular hospital staff, which is based on Department-approved patient care protocols.
- e. "Emergency Medical Services" or "EMS" means an arrangement of personnel, equipment, communications equipment, and supplies for the delivery of Emergency Medical Care.
- f. "Emergency Medical Services practitioner" means an emergency medical technician, an advanced emergency medical technician—intermediate, or a paramedic.
- g. "Emergency Medical Services program" is a program that uses emergency medical services practitioners for the delivery of emergency medical care to sick, disabled, or injured individuals at the scene of an emergency and during transport to a hospital, while in the hospital emergency department, until responsibility for care is assumed by the regular hospital staff. The Ashwaubenon Public Safety Department conducts the Village's Emergency Medical Services Program. Conduct of the EMS program may include use of an ambulance.
- h. "Emergency Medical Services responder" means a person who is certified by the Department as an emergency medical responder pursuant to Wisconsin law, or, as a

condition of employment or as a member of an organization that provides emergency medical care before hospitalization, provides emergency medical care to a sick, disabled, or injured individual.

- i. "Gaming Compact" means the agreement entered into by the Nation and the State of Wisconsin pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, et seq., for the conduct of Class III Gaming on the Nation's Indian lands within the State of Wisconsin, and all amendments to such agreement.
 - j. "9-1-1 emergency response" means the dispatch and movement of an ambulance in response to a request for emergency medical services, which was initiated by a 9-1-1 phone call and dispatched through the 9-1-1 dispatch center.
 - k. "Wisconsin scope of practice" means the skill, equipment, and medications approved by the department for a level of expertise for emergency medical professionals.
2. **TERM.** The term of this Agreement shall be three (3) years, commencing on January 1, 2023 and ending on December 31, 2025 at 11:59 p.m., and shall automatically renew in one-year increments; provided, however, that either party may terminate this Agreement by providing written notice of termination to the other party at least one hundred and twenty (120) days before the date on which the Agreement would automatically renew.
3. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and supersedes all prior oral and written agreements between the parties pertaining to Emergency Medical Services.
4. **COMPLIANCE WITH WISCONSIN LAW.** The Village agrees that any Emergency Medical Services and Emergency Medical Care provided pursuant to this Agreement shall be in accordance with the laws of the State of Wisconsin, including those governing scope of practice, licensure, training, certification, ambulances, emergency vehicle operation, etc.
5. **EMERGENCY MEDICAL SERVICES.**
- a. The Village agrees its EMS practitioners and responders shall provide 9-1-1 emergency response for medical calls originating from the Casino Complex. Village EMS practitioners and responders will provide Emergency Medical Services and Emergency Medical Care in accordance with their scope of practice. In no event shall the Village practitioners and responders provide services for non-emergency events.
 - i. The Village's obligation to provide 9-1-1 response for emergency calls is subject to the availability of EMS practitioners and responders from Ashwaubenon Public Safety. Call volume may impact Ashwaubenon Public Safety's ability to provide such services. From time-to-time the Village may have occasion to request EMS services from a neighboring jurisdiction pursuant to a mutual aid agreement the Village may have with such

neighboring jurisdiction. The Nation agrees to accept such EMS services subject to the Village's mutual aid agreements, as necessary.

- ii. When possible, hospital transportation services shall be provided to a Green Bay Area hospital. The Nation understands that such decisions may be impacted by the decision-making of medical control, availability of hospital beds, and needs of the patient.
- b. The Oneida Police Department and Oneida Nation Security Department also respond to 9-1-1 calls at the Casino Complex.
- i. The Oneida Police Department provides law enforcement services, emergency and non, to the Casino Complex and responds to all 9-1-1 calls when available to do so. Oneida Police Department officers are not emergency medical responders nor are they EMS practitioners. Generally, Oneida Police Department officers are trained in first aid (including in Naloxone administration), CPR, and AED. When possible, when the Oneida Police Department responds to 9-1-1 calls at the Casino Complex, officers will assist Ashwaubenon Public Safety with:
 - 1. Securing the scene and communicating any concerns to responding EMS personnel.
 - 2. Rendering aid, when appropriate, within the officer's level of training.
 - 3. Information gathering.
 - 4. Secondary transportation of Ashwaubenon Public Safety officers, when necessary, and subject to staffing.
 - ii. The Oneida Nation Security Department ("Security") provides unarmed security services within the Casino Complex. Security Officers may be emergency medical responders and/or trained in first aid (including Naloxone administration), CPR, and AED. When possible, Security Officers will provide a secondary response within the Casino Complex to all emergencies. Security Officers will render aid within their level of training, as appropriate. Upon the arrival of EMS responders and practitioners, Security Officers will turn aid over to the EMS responders and practitioners. When possible, Security Officers will assist Ashwaubenon Public Safety and the Oneida Police Department with:
 - 1. Securing the scene and communicating any concerns to responding 9-1-1 personnel.
 - 2. Rendering aid, when appropriate, within the Security Officer's level of training.
 - 3. Information gathering.
 - 4. Primary transportation of Ashwaubenon Public Safety officers, when necessary, and subject to staffing.

6. **PAYMENT FOR OVERHEAD AND ADMINISTRATIVE COSTS.**

- a. The Nation agrees to make an annual payment for 2023 in the amount of \$25,000. Beginning in 2024, no less than 90 days before the last day of the year, and annually thereafter, the parties agree to meet and confer, in order to come to the annual payment amount for the upcoming year. The parties agree the agreed upon annual payment amount will be memorialized in writing, in a document signed by the parties. The Nation and the Village agree that the Nation's payment does not and is not intended to cover the cost of actual services provided and for which the Village invoices individual users. The Nation's payment is meant to compensate the Village's EMS program for a portion of its overhead and administrative costs attributed to being on standby and available to respond to EMS calls at the Casino Complex. Payment shall be made directly to the address set forth in section 12 below and shall be used exclusively for the benefit of the Village's EMS program.
 - i. The parties agree that although there was a lapse in a formal agreement for EMS services for 2020, 2021, and 2022, the Village continued to provide EMS services at the Casino Complex during this time. The Nation agrees to make a lump sum payment for 2020, 2021, and 2022 in the amount of \$75,000 (equal to \$25,000 per year). This lump sum payment will be made at the time the Nation makes the 2023 annual payment for EMS services.
- b. The Village will invoice each individual user of EMS services provided at the Casino Complex using the Ashwaubenon Resident Rate or any other applicable rate to which the individual may be subject. This EMS service rate is distinct from the Nation's payment for staffing and overhead costs under this Agreement.

7. **INSURANCE.**

- a. **Minimum Limits.** During the term(s) of this Agreement, the parties agree to maintain in full force and effect adequate insurance policies. Unless otherwise required by applicable law, the type of insurance coverage and minimum amounts shall be as follows:

Worker's Compensation	Minimum amount required by applicable law
Comprehensive General Liability	\$1,000,000 per occurrence and \$3,000,000 in aggregate for bodily injury and property damage
Auto	\$1,000,000 per occurrence and in aggregate for bodily injury and property damage
Professional Liability	Minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in (1) year

- i. Each party shall name the other as an additional insured on such insurance policies.
 - ii. Each party shall furnish the other with proof of such insurance.
 - iii. In the event a party is served with or receives notice of any claim, action, suit, or proceeding arising out of the provision of emergency medical services at the Casino Complex, such party shall provide the other party with written notice of such claim, action, suit or proceeding within five (5) calendar days. To the extent feasible, the parties shall cooperate with one another and their respective insurers and representatives in the defense of any such claim, action, suit or proceeding.
 - b. **Defenses, Immunities and Limitation of Liability.** Nothing contained herein is intended to preclude either party or its insurers from asserting any limitations, defenses, and immunities available under applicable law. To the extent indemnification is available and enforceable, the parties or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability set forth in established law. The parties agree to maintain appropriate liability insurance policies and as specified above.
 - c. **Oneida Police Department.** All immunities from liability, and exemptions from laws, ordinances, and regulations, which Oneida Police Officers possess shall be effective with respect to acts or omissions relating to or arising under this Agreement, and nothing contained herein is intended to waive such immunities or exemptions. The provisions of 25 U.S.C. § 5321, et seq., and/ or 5361, et seq., and the Federal Tort Claims Act apply to acts and omissions by Oneida Police Department Officers.
 - d. **Ashwaubenon Public Safety Department.** Nothing contained herein is intended to preclude the Ashwaubenon Public Safety Department or its Insurers from asserting the limitations, defenses, and immunities contained within Wis. Stats. §§ 345.05 and 893.80 or any other applicable provision of law.
8. **INDEMNIFICATION.** Each party is legally responsible for the acts or omissions of its own employees, agents, or assigns with respect to their activities and performance under this Agreement. The Nation shall protect and defend, and indemnify and hold harmless the Village, Village's Public Safety Chief, the Ashwaubenon Public Safety Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Oneida Police Department Officers. The Village shall protect and defend, and indemnify and hold harmless the Nation, Nation's Police Chief, Security Director, the Oneida Police Department and Oneida Security Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Ashwaubenon Public Safety Department Officers and EMS responders and practitioners. The parties shall be responsible for any and all liability arising from the acts or omissions of their own officers, employees, and agents, to the extent

provided by law. Under no circumstances shall a party be liable for acts or omissions of the officers, employees or agents of the other party.

These obligations shall survive the termination of the Agreement.

9. DISPUTE RESOLUTION.

- a. **Negotiation.** If either party believes the other has failed to comply with the requirements of this Agreement, or if a dispute arises over the proper interpretation of any provision of this Agreement, then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of the Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of the Agreement. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation.
- b. **Mediation.** If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, the parties may agree in writing to attempt to settle the dispute through non-binding mediation.

10. AMENDMENT. Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is reduced to writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments.

11. TERMINATION. Either party may terminate this Agreement by providing written notice of termination to the other party as provided for in section 2 above.

In the event the Nation for any reason ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin, or the Nation's ability to conduct Class III Gaming at the locations at which the Nation conducts Class III Gaming as of the date of execution of this Agreement is diminished or impaired through adverse court decision(s) or otherwise, the Nation may immediately terminate this agreement by providing written notice of termination.

12. NOTICE.

The parties hereby designate the following representatives as points of contact who shall have primary responsibility for ensuring compliance with the terms of this Agreement and receiving notice:

Village of Ashwaubenon

Oneida Nation

Brian Uhl
Chief of Public Safety
Village of Ashwaubenon
2155 Holmgren Way
Ashwaubenon, WI 54304

Katsitsiyo Danforth
Director of Internal Security
Oneida Nation
P.O. Box 365
Oneida, WI 54155

A party may only change its designated Point of Contact by providing written notice to the other party.

- 13. **SEVERABILITY.** If any provision of this Agreement is determined to be invalid under the laws of the United States, the Nation or the State, such invalidity will not affect the validity of the remaining provisions of this Agreement.
- 14. **PRESERVATION OF JURISDICTION.** Nothing in this Agreement is intended to be a grant of jurisdiction from one party to the other. This Agreement is not intended to alter the existing jurisdiction of any party, and by approving this Agreement, neither party is agreeing or conceding to any jurisdiction of the other party which would not otherwise exist under the law.
- 15. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made and entered into for the sole protection and benefit of the Nation and the Village, and is not intended to create any right, benefit, obligation, or cause of action, whether direct or indirect, for any person or entity not a signatory to this Agreement.
- 16. **CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF the parties have set their hands and seal on the date listed below.

ONEIDA NATION

VILLAGE OF ASHWAUBENON

By: Tehassi Hill
Tehassi Hill, Chairman
Date: 1-9-2023

By: Mary Kardoskee
Mary Kardoskee, President
Date: 12/20/22

By: Lisa Liggins
Lisa Liggins, Secretary
Date: 12/22/22

By: Kris Teske
Kris Teske, Clerk
Date: 12/20/22