

Shared System Acknowledgement

This Shared System Acknowledgement (this "Acknowledgement") entered into as of this 22nd day of September 2021 by and between Sauk County Sheriff's Office ("hosting agency"), having its principal place of business at West Square Building, 505 Broadway Street, Baraboo, WI 53913, and Baraboo District Ambulance Service ("participating agency"), having its principal place of business at 135 4th Street, Baraboo, WI 53913. Now, therefore, in consideration of the mutual covenants and promises contained in this Acknowledgement, the Parties agree as follows:

Whereas Sauk County Sheriff's Office (hosting agency) has entered into an agreement with Zuercher Technologies, LLC, a CentralSquare Technologies Company, for a Public Safety Software System, the terms being defined by Software License and Service Agreement;

Whereas Baraboo District Ambulance Service (participating agency) states its intention to also enter into a Contract with CentralSquare Technologies, LLC;

Whereas this additional Contract being dependent on an agreement by the hosting agency to allow the participating agency to access the CentralSquare Pro Suite system which it hosts;

Whereas, this access is to permit the exchange of such CentralSquare Pro Suite data as is determined by the hosting agency and the participating agency;

The following agencies hereby agree to this shared access of the hosting agency's CentralSquare Pro Suite system.

Sauk County Sheriff's Office

Richard Meister

Sheriff



Signature

10/4/21
Date

Baraboo District Ambulance Services

Caleb Johnson

Chief / EMS Director


Signature

9.22.2021
Date

MEMORANDUM OF UNDERSTANDING

JOINT AGREEMENT AMMENDING THE "SHARED SYSTEM ACKNOWLEDGEMENT"

The Sauk County Sheriff's Office and the Baraboo District Ambulance Service have entered into a Shared System Acknowledgement concerning access to the Sauk County Sheriff's Office's Public Safety Software System (hereinafter, the Software). The software system is provided by Zuercher Technologies, LLC, a CentralSquare Technologies Company. This MOU sets forth the roles and responsibilities of the Sauk County Sheriff Office (hereinafter, "SCSO") and the Baraboo District Ambulance Service (hereinafter "BDAS") regarding use of the Software:

A. Responsibilities of SCSO:

- a. Create a personnel record for Baraboo District Ambulance Service within the Software for BDAS.
- b. Shall control the log-in credentials and password for BDAS.
- c. The personnel record created in the Software for BDAS will have "All Permissions" and **will have administrative rights over the other Baraboo District Ambulance Service personnel.**
- d. Shall ensure that No other personnel record for the BDAS will have "All Permissions".
- e. SCSO agrees to work cooperatively with the BDAS to provide system and records access to both real-time and historical data available within the software system which is related to the mission and direct operations of the BDAS.

B. Responsibilities of BDAS:

- a. The BDAS agrees that the Sheriff's Office may use the aforementioned administrative rights within the Software to restrict their access to records that are either confidential in nature, not associated with a Baraboo District Ambulance Service Call for Services (CFS) or Case, or otherwise unrelated to their public safety role and responsibilities.
- b. BDAS agrees to not access files contained in the Software that are confidential in nature, not associated with a Baraboo District Ambulance Service Call for Services (CFS) or Case, or otherwise unrelated to their public safety role and responsibilities.

C. The parties also agree to be bound by the terms and condition set forth in the attached EXHIBIT

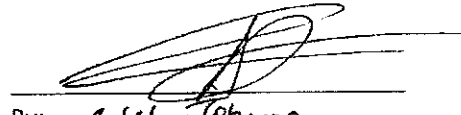
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BY SIGNING BELOW THE SIGNORS AFFIRM AND ACKNOWLEDGE THAT:

They have read and understand this contract and its Attachments, if any; they have authority to enter into this contract on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into this contract and that they accept and agree to be bound by the terms and conditions of this contract.



Chip Meister
Sauk County Sheriff



By: Caleb Johnson
Title: Chief EMS Director

Exhibit A
STANDARD CLAUSES

**MOU with Baraboo District Ambulance
Service (BDAS)**

1. Insurance. During the term of this Agreement, BDAS shall, at BDAS's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits -- Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name Sauk County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to Sauk County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. Effective Date. The effective date of this Agreement shall be the date of the last signature.

3. Standard of Care. The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. Survival. The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. Delay in Performance. Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. Notices. Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

With a copy to: Chip Meister
 Sauk County Sheriff
 1300 Lange Court
 Baraboo WI, 53913

BDAS:

Caleb Johnson
135 4th Street
Baraboo, WI 53913

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. Termination, General. This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.

8. Termination, Breach of Contract. In the event of a breach of this contract by BDAS, COUNTY may, in its sole discretion, declare this contract to be terminated. Upon such termination, COUNTY shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

9. Waiver. A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

10. Successors and Assigns. The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

11. No Construction Against Either Party. This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.

12. Multiple Originals. This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

13. Captions. The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

14. Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way

constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

15. Open Records Law Compliance. BDAS understands and agrees that, because SCSO is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by BDAS and/or the County. BDAS agrees to fully comply with such laws, and to cooperate with SCSO in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to SCSO or others upon the request of county. Compliance and cooperation of BDAS shall be at its sole cost and expense.

16. Integration. This contract represents the entire and integrated contract between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this contract.

17. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and BDAS. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the BDAS will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the BDAS and the County, and the County will not be liable for any obligation incurred by BDAS including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

18. Governing Law, Jurisdiction and Venue. This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

19. Competence, Solvency. BDAS warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. BDAS represents and warrants that it is financially solvent, and has the financial

resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. BDAS shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

20. Amendment. No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

21. Compliance with Laws. The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

22. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.