

Adams County Ambulance Board

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, pursuant to sec. 66.0301, stats., and in consideration of the mutual covenants hereinafter set forth, is entered into by the following member municipalities referred to collectively herein as the Adams County Ambulance Board.

City of Adams

Village of Friendship

Town of Adams

Town of Easton

Town of Lincoln

Town of New Chester

Town of Preston

Town of Quincy

Town of Springville

Town of Strongs Prairie

WHEREAS, each of the above-referenced member municipalities is under a statutory mandate to provide ambulance services for its residents; and

WHEREAS, there are private companies available to provide such services; and

WHEREAS, it is in the mutual best interests of all of said municipalities to coordinate their efforts to secure such services for their respective residents; Whereas, afore said municipalities believe that it will be in the best interests of their citizens to enter into this agreement for the following reasons;

1. To create a recognized and formally organized entity to work with other branches of government and third parties(i.e. state of Wisc. E.M.S. and ambulance service vendors etc.)
2. To create a representative entity to oversee the timeliness, level, and quality of ambulance service to the municipalities.
3. To create an entity to act in a unified manner in the process of negotiating future Ambulance Contracts and vetting third party- vendors on behalf of the municipalities.

4. To provide unified reporting to the municipalities on matters pertaining to ambulance service and to provide an entity to which the municipalities can present their concerns and request further action.

5. To provide a format and procedure for future ambulance boards to follow.

6. To have an entity in place to educate itself as to problems in other municipalities and to report back to their own municipality said problems and possible solutions to improve ambulance service (i.e. Drug Education, Railroad Crossing Issues. Etc.)

7. To create an entity that can legally recognize the duly appointed representative of each municipality to assure representation in dealing with ambulance issues.

8. To create an entity that can rapidly and accurately distribute important or critical information to its municipalities and their citizens.

9. To establish a democratic and representative entity to represent and protect the interests of the citizens of each municipality.

10. To create an entity to oversee the financial ability of the municipalities to afford ambulance service in the future and to obtain the best service at the most reasonable cost.

11. To create an entity to coordinate, oversee, and act as a liaison to Moundview Hospital (or its successor) to assure that the ambulance service is providing for the needs of the community.

12. To create an entity to oversee and coordinate with the sheriff's office and "911" service any problems that may occur affecting ambulance service.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the undersigned Municipalities as follows:

1. Creation: An emergency medical service committee, hereinafter referred to as the Adams County Ambulance Board, consisting of all of the above-referenced municipalities is hereby created. The official office for said Board shall be the municipality's office of the elected Director of the Board.

2. Purpose: To create a multi-municipality group for the purpose of purchasing/contracting emergency medical services from a third-party provider for persons situated within the geographic boundaries of the above mentioned municipalities. Such services shall be provided to recipients without discrimination of any nature and without regard to the recipients' ability to pay.

3. Members:

The Adams County Ambulance Board shall be managed by a Board of Directors made up of one member appointed by each participating member municipality. Each municipality may appoint an alternate member in case their primary member cannot attend a meeting.

Each member shall serve at the pleasure of their respective Town Board, Village Board, or City Council.

(a) Each municipality will have the responsibility and the right to fill any vacancy should any appointed Member be unable to continue to serve.

(b) Members may receive reimbursement of necessary mileage and expenses related to the work of the Board. Any per diem for a Member shall be paid by their respective member municipality as that municipality has determined.

4 Officers:

(a) The members appointed by the member municipalities shall make up the Board of Directors of the Adams County Ambulance Board.

(b) The Board of Directors shall elect for a two year term, a Chairperson from among themselves, who shall preside at all meetings, execute any necessary documents and in general, perform all duties incident to the office of chairperson.

(c) The Board of Directors shall elect for a two year term, a Vice Chairperson from among themselves who shall preside at all meetings, execute any necessary documents and in general, perform all duties incident to the office of chairperson in the absence of the chairperson in the event that the chairperson is unable to perform the duties of his/her office.

(d) The Board of Directors shall elect for a two year term, a Secretary from the Board, who shall keep the minutes of the meetings of the Board, see that all notices are duly given/posted and shall be the custodian of the records of the Board.

(e) Term length for each officer shall be two years. There shall be no limit to the number of terms an officer may serve. The first election of officers shall occur within 90 days of the implementation of this document. Their term shall last until the month of May following the general spring election on an odd year. Thereafter the election of officers shall happen at the May meeting of each odd numbered year.

5 Meetings:

(a) The Board of Directors shall meet monthly, unless the Board determines to omit or change a meeting. Special meetings may be called at the request of any three (3) Members. Notice shall be given to the members in writing, phone call or by email at least twenty-four (24) hours prior to the commencement of any such special meeting.

(b) Attendance of the simple majority of the Members shall constitute a quorum for transacting all business.

(c) All voting shall be by simple majority of the Members present, except as otherwise provided in this document.

6 Duties of the Board of Directors: The Board of Directors shall be responsible for the following:

(a) Make rules and regulations for its own proceedings and for setting of policy and providing direction of the Board and shall make adequate provision for the enforcement of such rules and regulations.

7 Powers of the Board of Directors:

(a) The Board of Directors shall have the power to enter into agreements for the provision of emergency medical services with third-party providers with the following provisions:

(a.i) Any such agreements for the provision of emergency medical services shall not exceed five (5) years in length.

(a.ii) Payment for said emergency medical services shall be by each of the member municipalities in the District on a per capita basis and made directly to the ambulance service provider.

(a.iii) Said power to accept agreements shall be done by action of each municipality through their Board representative.

(a.iv) The agreement is approved by a two(2) more than a majority vote of the Board of Directors

(b) The Board of Directors shall not have the authority to levy taxes, issue bonds, borrow money, or enter contracts or commit funds, except as stated in item 7 (a)

(c) The Board of Directors shall enter into those contracts with third-party providers for emergency medical services which the Board deems most advantageous to the member municipalities.

8. Payment of Contracted Ambulance Costs: Each municipality's portion of the contracted amount for ambulance service is determined on a per capita basis of the population within the member municipality based upon the latest population figures from the State of Wisconsin. Said costs shall be billed quarterly by the third party provider to the municipality.

9. Operating expenses of the Chairperson and Secretary: Operating expenses of these two elected Board Members and/or their municipalities shall be identified by September of each year with a cost allocation to each municipality of no more than (\$100.00). If these expenses are agreed to by two(2) more than a majority vote of the Board of Directors, each municipality will pay its equal share to the Chairperson's and/or the Secretary's municipalities.

10. Non-Renewal of District Membership: Should a member municipality wish to non-renew their membership in the Board, notice of such intent shall be given to the Board of Directors in writing not later than six (6) months prior to the end of the contract term then in effect. Failure to give notice in timely manner will result in said municipality's membership automatically renewing for at least one

additional year (This time frame may need to be adjusted depending on contracted commitments made to the third-party provider)

11. Liability of a Withdrawing Member Municipality: Any withdrawing member municipality shall remain liable for its assessment and expenses which occurred during its period of membership and the contracted service agreement placed into effect when it was a member.

12. Dispute Resolution: This agreement shall be interpreted under the laws of the State of Wisconsin and any disputes regarding this agreement shall be decided in the courts of Adams County, Wisconsin, unless otherwise specifically agreed to by the parties, and the prevailing party in any dispute under this agreement shall be allowed to recover both its damages and reasonable attorneys' fees and costs

13. Addition of New Members: The Board may from time to time consider amending its existing contract with the third party provider to include additional members. This shall be done with a vote of the Board of Directors to enter into discussions with the provider to determine if the additional "new" member can be added without diminishing the service of the existing members, or adding additional costs. Once the questions of the Board of Directors have been satisfied then a vote to accept, or reject the "new" member shall be taken of the Board of the Directors. That action will require a two (2) more than a majority vote of the Board of Directors to pass.

14. Amendments to this Document: This document may be amended with a two (2) more than a majority vote of the Board of Directors. Each amendment shall be presented to the Board with at least a 30 day notice in a method as indicated in 5 a. of this document

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____ 2017.

Signature page for municipality

City of Adams

_____ Signature of representative

_____ Title

_____ Date

Village of Friendship

_____ Signature of representative

_____ Title

_____ Date

Town of Adams

_____ Signature of representative

_____ Title

_____ Date

Town of Easton

_____ Signature of representative

_____ Title

_____ Date

Town of Lincoln

_____ Signature of representative

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Town of New Chester

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Town of Preston

_____ Signature of representative

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Town of Quincy

_____ Signature of representative

_____ Title

_____ Date

Town of Springville

_____ Signature of representative

_____ Title

_____ Date

Town of Strongs Prairie

_____ Signature of representative

_____ Title

_____ Date

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