

**INTERGOVERNMENTAL
AGREEMENT BETWEEN
CITY OF FITCHBURG, CITY OF VERONA, AND TOWN OF VERONA**

Pursuant to Section 66.0301(2) of the Wisconsin Statutes and in consideration of the mutual covenants hereinafter set forth, the City of Verona, City of Fitchburg, and Town of Verona, hereinafter collectively referred to as the "Municipalities", hereby agree as follows:

SECTION I

Emergency Medical Service District Created

- 1.01. Creation.** An Emergency Medical Service District is hereby created, hereinafter referred to as the "District," consisting of the City of Verona, City of Fitchburg and Town of Verona.
- 1.02. Purpose.** The purpose of the District shall be to provide emergency medical services and transportation for sick, disabled, and injured persons to institutions providing health services.
- 1.03. Name.** The name of the Emergency Medical District created by this instrument shall be the "Fitch-Rona EMS District."

SECTION II

Management of the District

2.01. Commission. An Emergency Medical Service District Commission, hereinafter referred to as the "Commission," is hereby created to manage and supervise the District.

(A) Appointment. The Commission shall consist of nine (9) members: three (3) members shall be appointed by the City of Verona; three (3) members shall be appointed by the City of Fitchburg; and three (3) members shall be appointed by the Town of Verona. One member from each municipality shall be a member of the governing body of the municipality. Each commissioner shall be appointed to serve for a period of two (2) years, which shall commence on the first day of May and expire on the 30th day of April.

(B) Removal. Any member of the Commission may be removed for cause by the appointing municipality.

(C) Vacancies. The municipality shall fill any vacancy in the Commission created by the death, resignation, or removal of its appointee as soon as possible.

(D) Compensation. The District shall not pay a stipend to its commission members for commission meetings attended.

(E) Officers. The Commission shall choose from among its members a Chair and a Secretary.

(1) Chair. The Chair shall be the executive officer of the District and, subject to the control of the Municipalities and the Commission, shall oversee the business and affairs of the District. The EMS Chief shall direct the day-to-day activities of the District.

When present, the Chair shall preside at the meetings of the Commission. In general, the Chair shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Municipalities or the Commission from time to time.

(2) Secretary. The Secretary shall : (a) keep minutes of the meetings of the Commission and of the annual meeting; (b) see that all notices required by law are duly given; (c) be custodian of the records of the District; and (d) in general, perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned by the Chair or by the Commission. Some or all of the daily tasks of the Secretary may be assigned to a designated staff member of the District as directed by the Commission.

(F) Meetings. The Commission shall meet at least once a month. Its meetings shall be open to the public and attendance of five (5) members shall constitute a quorum for the purpose of transacting all business with the exception of voting to recommend operational and capital

expenditures.

(G) Voting. Decisions of the Commission other than those relating to capital expenditures shall be made by a majority vote of the Commissioners attending the meeting.

Recommendation for operational and capital expenditures shall be approved by six (6) commissioners prior to being submitted to the municipalities for their approval.

2.02. Duties of the Commission. The Commission shall:

(A) Make rules and regulations for its own proceedings and for the operation and management of the District and shall make adequate provision for the enforcement of such rules and regulations.

(B) Maintain books of account.

(C) Prepare and submit to the Municipalities:

(1) Annual reports summarizing the activities of the District;

(2) Annual fiscal reports; and

(3) A recommended budget for the succeeding fiscal year on or before October 1 of each calendar year.

(D) Make provision for the management of the District, which should include the employment of an EMS Chief, to oversee the day-to-day operations of the District.

(E) Make provision for the control, maintenance, acquisition, and placement of all the vehicles and equipment acquired by the District.

(F) See that all contracts relating to the District are faithfully complied with and performed.

(G) Set the user fees, and see that all charges are duly made, collected, and deposited into the account of the District. Users' fees shall be defined as ambulance run charges, loaded mile charges and charges for medical supplies used in connection with the care and/or transportation of a patient for which the services of the District were requested.

(H) Obtain liability and property damage insurance.

(I) Obtain such licenses as may be required for the District to operate as an emergency medical service

2.03 Powers of Commission.

(A) The Commission shall have the power to:

(1) Enter contracts in the name of and for the benefit of the District for budgeted items.

(2) Expend monies, for the benefit of the District, from any current or future funding assistance programs and donations to the District.

(3) Establish and maintain bank accounts in the name of and for the benefit of the District

(4) Hire and Terminate employment.

(B) The Commission shall not have the authority to levy taxes, to issue bonds, to borrow money, to enter contracts, nor to commit funds for non-budgeted items, except as specified in 2.03(A)(2) above, without the approval of the municipalities.

SECTION III

District Meetings

3.01. Annual Meeting. An annual meeting of the District, open to the public, shall be every October at which the governing bodies of the Municipalities should be presented with, a budget for the succeeding fiscal year, and, ratify and approve any other business of the District which may be transacted. The exact date and hour of the meeting shall be determined by the Commission. Adoption of the budget is subject to the regular budget review and approval of each municipality.

3.02. Special Meetings. Special Meetings of the District, open to the public, may be held for the purpose of transacting any business of the District upon the request of the Commission.

3.03. Notice. The Secretary of the Commission shall, not sooner than twenty (20) nor less than fifteen (15) days before the annual meeting, give written notice to the Municipalities. Notice of a special meeting shall be given at least 24 hours prior to the commencement of such meeting unless for good cause such notice is impossible or impractical, in which case shorter notice may be given, but in no case may the notice be provided less than two (2) hours in advance of the meeting. The notice given for any meeting shall state the purpose, date, time, and place for the meeting.

3.04. Who to Preside. The Chair of the Commission shall preside at the annual meeting when present, but if absent, one of the Commissioners shall preside.

3.05. Voting. In order to be adopted, all business and motions shall be approved unanimously by the Municipalities with each municipality having one vote. The majority of members present for each municipality shall determine how their one vote is cast.

3.06. Motions. Motions may be made or seconded by any member of the governing bodies.

SECTION IV

4.01 Operating Expenses

(A) Defined. The term "operating expense" shall mean and include any expense paid or accrued during the fiscal year which is attributable to the actual day-to-day operations of the District including but not limited to expenses for salaries, rent, utilities, repairs of equipment, fuel and insurance. If any question arises regarding whether an expenditure or expense is an "operating expense" or a "capital expenditure" the matter shall be resolved by the application of generally accepted accounting principles. Notwithstanding the foregoing, any single expenditure of less than \$5,000 shall be an "operating expense."

(C) Payment. All operating expenses shall be paid from user fees, miscellaneous income and payments from each municipality. Municipality payments shall be apportioned after user fees and miscellaneous income are applied. This apportionment shall be based on the most recent equalized valuation of each municipality divided by the total equalized valuation of the Municipalities.

4.02 Capital Expenditures.

(A) Defined. The term "capital expenditure" shall mean and include any expenditure for items greater than \$10,000 individually, or infrequent purchases that total \$50,000, or more. Regardless of the dollar amount, the items should have a useful life of five years or more.. The term shall include start-up expenses.

(B) Payment. Each municipality shall pay that percentage of each capital expenditure, which is determined by dividing its latest equalized value by the latest total equalized value of the Municipalities.

4.02. Time for Payments. Each municipality shall pay its share of the annual operating budget of the District in two equal installments on or before February 1 and August 1 each year. Capital expenditures shall be paid as determined when expenditures are approved by the Municipalities.

4.03. Undesignated and Unreserved Fund Balance. The District shall seek to maintain an undesignated and unreserved fund balance between 15 and 25 percent of the total annual operating expenses. The balance is not to be used as a contingency fund, but is to provide a cash

reserve to conduct normal daily business. If the expenditures of the District in any fiscal year are less than the revenues collected, as determined by an annual independent audit conducted by a CPA firm, the excess revenues will revert to undesignated and unreserved fund balance as directed by the EMS Commission, unless otherwise directed by the Municipalities at the Annual Meeting or a Special Meeting of the District.

SECTION V

Ownership of Assets

- 5.01. **District Owns.** The title to all property whether real or personal and regardless of how it is obtained shall vest in the District.
- 5.02. **Equity of Municipalities.** Each municipality shall be deemed to have an equity interest in the assets of the District equal to the sum of its payments to the divided by the total payments to the District by the Municipalities.

SECTION VI

Withdrawal from District

- 6.01. **Notice Required.** A municipality may withdraw from the District at the end of any fiscal year of the District provided one (1) year's written notice has been given to the Commission and the other municipalities prior to such withdrawal.
- 6.02. **Distribution to Withdrawing Community.** A withdrawing community shall not be entitled to any of the property of the District but shall only be paid the current book value of its equity determined pursuant to Section 5.02. Book value shall be defined as the "Total District Equity" as set forth in the independent audit of the District. The District shall have the option of making such payment in a lump sum or in annual installments over a period not in excess of five (5) years from the date of withdrawal. Election of the installment method shall not entitle the withdrawing community to earn interest on the unpaid balance.
- 6.03. **Liability of Withdrawing Community.** In the event that the liabilities of the District exceed its assets at the time of withdrawal, the withdrawing community shall pay that percentage of the deficit, which is obtained by dividing its latest total equalized value of the Municipalities. The withdrawing municipality shall have the option of making such payment to the District in a lump sum or in annual installments over a period not in excess of five (5) years from the date of withdrawal. Election of the installment method shall not entitle the District to earn interest on the unpaid balance.

SECTION VII

Termination of District

- 7.01. **Termination of District.** The District may be terminated by the unanimous written consent of the Municipalities and shall be terminated if its membership drops to one municipality.
- 7.02. **Distribution of Assets upon Termination.** Upon termination of the District, its assets, including those acquired by gift or donation, shall be liquidated and the money remaining after payment of all of its obligations shall be distributed to the Municipalities which are then members of the District. Each Municipality shall receive that percentage of the money, which is equal to its equity in the District, determined pursuant to Section 5.02.
- 7.03. **Payment of Liabilities upon Termination.** If the proceeds realized from the liquidation of the assets are insufficient to pay all the obligations of the District, each municipality shall pay that percentage of the deficit, which is obtained by dividing its latest equalized value by the latest total equalized value of the Municipalities.

SECTION VIII

Arbitration

8.01. Arbitration of Disputes. In the event that the Municipalities are unable to reach an agreement on any matter affecting the District or its operation, the matter shall be resolved by an arbitration board.

8.02. Selection of Arbitrators. Each Municipality shall have the right to appoint two (2) arbitrators to the Board. The arbitrators shall not be residents of the District and shall be appointed within fifteen (15) days of the time that any municipality submit a written request for arbitration. Any community, which fails to make its appointments within such period, shall forfeit its right of appointment and the dispute shall be resolved by the arbitrators who have been appointed within the required time.

8.03. Decision of Arbitrators. The decision of the arbitrators, if within the scope of their authority, shall be final and binding on all parties to this agreement.

8.04. Authority of Arbitrators. The arbitrators shall not have the authority to add to, change, alter, or modify any of the terms or provisions of this Agreement.

8.05. Expense of Arbitrators. The expenses of the arbitrators shall be divided equally between the Municipalities.


SECTION IX

9.01. Term. This Agreement, as amended from time to time, should be reviewed no less than every ten-years and shall remain in full force and effect until the District is terminated.



9.02. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is held to be invalid by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof.

9.03. Effective Date. This Agreement shall become effective upon execution by all parties. IN WITNESS WHEREOF, the Municipalities have caused this Agreement to be executed by their duly authorized officers.

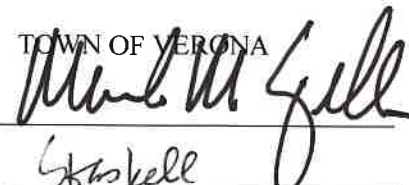
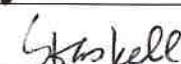
CITY OF FITCHBURG

By: 
Attest: 
Date: 6/23/21

CITY OF VERONA

By: 
Attest: 
Date: 6/14/21

TOWN OF VERONA

By: 
Attest: 
Date: 7.6.2021