

1 **AGREEMENT FOR EMERGENCY MEDICAL SERVICES**
2
3 **WITH CROSS PLAINS AREA EMERGENCY MEDICAL SERVICES DISTRICT**
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6 **THIS AGREEMENT** is by and between the Village of Cross Plains, a municipal
7 corporation under Wis. Stat. Chapter 61 (hereinafter sometimes referred to as “**VILLAGE**”) and
8 the Towns of Berry, Cross Plains and Springfield, each a body corporate and politic under Wis.
9 Stat. Chapter 60 (hereinafter sometimes referred to as “**TOWNS**”) (collectively, the
10 “**MUNICIPALITIES**”) and shall be deemed effective when signed by all parties.

11 **RECITALS**

12 **WHEREAS**, Wis. Stat. §66.0301 provides that any village and any town in the State of
13 Wisconsin may contract with other municipalities of the State of Wisconsin for furnishing of
14 services or joint exercise of any power or duty required or authorized by statutes;

15 **WHEREAS**, under the terms of Wis. Stat. §66.0301, any village and/or any town in the
16 State of Wisconsin is included within the definition of the word “Municipality;”

17 **WHEREAS**, Wis. Stat. §66.0301 provides that any agreement thereunder may include a
18 plan for the administration of the function or project which may include, among other things,
19 without limitation because of enumeration, provisions as to proration of expenses involved,
20 deposit and disbursements of funds appropriated, creation of a commission, selection and
21 removal of commissioners, and the formation and letting of contracts;

22 **WHEREAS**, Dane County, Wisconsin through its Dane County Emergency Medical
23 Services Commission has encouraged adjoining villages and towns to create local emergency
24 medical service districts to provide Emergency Medical Services and local ambulance services
25 within said districts;

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ARTICLE I

CREATION, TERRITORY INCLUDED AND NAME

1.01 – AUTHORITY

This District is created under, by virtue of and pursuant to the provisions of Wis. Stat. §66.0301, and the enabling authority set forth under the provisions of Wis. Stat. Chapter 60 and Chapter 61. The Municipalities have determined that the word “District” is more descriptive locally and better recognized by the electorate than the word “Commission,” and for that reason shall use the word “District,” rather than “Commission,” to describe the governmental entity created by this Agreement pursuant to Wis. Stat. §66.0301. In keeping with this decision, the governing body of the District shall be known as the **“DISTRICT BOARD”** rather than the “Commission.”

1.02 – ENABLING ACTS

The respective governing bodies of each Municipality have authorized this Agreement and the execution and delivery hereof to the District, and the resolutions of each Municipality are incorporated herein by reference. The execution of this Agreement by the officers of each Municipality certifies that each governing body adopted such resolution in a legal manner, at a legally constituted and legally held meeting of each of such governing bodies. Such resolution and the adoption of the same are included in the official minutes of each of such meetings. Such resolution in each case has in no way since said adoption been altered, amended or rescinded and is presently in full force and effect. Certified copies of each of the resolutions from each of the Village and TOWN Boards are on file in the office of the Secretary of the District Board.

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75 1.03 -TERRITORY INCLUDED

76 The territory included in the joint Emergency Medical Services District and served by the
77 District is all of the territory within the corporate limits of the Village of Cross Plains (as may be
78 amended over time as a result of annexation and/or detachment) and those parts of the Towns of
79 Berry, Cross Plains and Springfield as described in Exhibit A, which is attached hereto and
80 incorporated by reference.

81 1.04 – OFFICIAL NAME

82 The official name of the District is:

83 **“ Cross Plains Area Emergency Medical Services District”**

84 1.05 – OTHER DEFINITIONS

85 As used in this Agreement:

86 **“DISTRICT”** means the governmental entity established by this Agreement and the
87 aggregate territory included therein. Ambulance and other emergency medical services shall be
88 provided by the District in accordance with this Agreement and Wisconsin law.

89 **“DISTRICT BOARD”** refers to the governing authority of the District, which shall have
90 the responsibilities and authority described in this Agreement and Wisconsin law.

91 **“GOVERNING BODY”** or **“MUNICIPAL BOARD”** refers to the governing body of
92 each Municipality that is served by the District. For towns, the governing body is the Town
93 Board. For the Village, the governing body is the Village Board.

94 **“MUNICIPALITY”** or **“MUNICIPALITIES”** refer to the parties to this Agreement:
95 the Village of Cross Plains, a municipal corporation organized under Wis. Stat. Chapter 61
96 (sometimes referred to as **“VILLAGE”**); and, the Towns of Berry, Cross Plains and Springfield,

97 each a body corporate and politic organized under Wis. Stat. Chapter 60 (hereinafter sometimes
98 referred to as “**TOWNS**”). The Village and Towns may be referred to individually as a
99 “**Municipality**” or collectively as the “**Municipalities.**”

100 **ARTICLE II**

101 **TERM**

102 **2.01 - COMMENCEMENT AND TERMINATION**

103 The initial term of this Agreement shall commence on July 1, 2016 (the “**Effective**
104 **Date**”) provided that the Agreement has been executed by all Municipalities, and shall continue
105 for a period of five (5) years thereafter. The initial term shall be extended thereafter for
106 successive five (5) year terms unless written notice of withdrawal or termination of the
107 Agreement is provided by one Municipality and received by the other Municipalities at least two
108 (2) years prior to the end of a term.

109 **ARTICLE III**

110 **MANAGEMENT**

111 **3.01 – DISTRICT**

112 The District shall be governed by the District Board. The District Board shall consist of
113 five (5) members, each of whom shall reside within the District and be appointed to represent his
114 or her respective Municipality. The EMS Chief shall serve as an ex-officio¹ member of the
115 District Board. Each Municipality shall appoint a representative to serve as a member of the
116 District Board, and shall determine whether the representative shall or shall not be required to be
117 an elected official of the Municipality. Appointments shall be made, and vacancies filled, in the
118 same manner that the Municipality appoints members and fills vacancies on its own committees.

¹ An ex-officio member is a member of a body (such as a board, committee, or commission) who is part of it by virtue of holding another office or position. The chief has no voting rights as an ex-officio member.

119 Appointments shall be made and approved at the Municipality's organizational meeting
120 following the April elections, with the intent that the appointment be effective as of the District
121 Board's first meeting in May. Failure of the Municipal Board of any municipality to appoint a
122 member to the District Board at the April organization meeting shall not constitute a waiver of
123 the right to appoint. Making an appointment shall be a continuing obligation of said Municipal
124 Board until complete and any District Board member without a successor at the expiration of his
125 or her term shall continue in office until his or her successor is appointed and qualified. In the
126 event of a vacancy from any Municipality, a successor shall be appointed for the balance of the
127 term in the same manner as a regular appointment. If a member of the District Board is
128 temporarily incapacitated or absent, as determined in the sole discretion of the appointing
129 Municipality, a substitute member may be designated by the appointing Municipality until the
130 return of the absent member or end of the incapacity. Each District Board member shall be
131 considered appointed upon the filing of a written certification of appointment by the Municipal
132 Clerk of his or her Municipality with the Secretary of the District Board. A Municipality may
133 choose to appoint an alternate annually and said alternate may attend District Board meetings on
134 a regular basis; however, only the designated appointed representative shall have a seat at the
135 table and participate as a member of the District Board until the alternate is needed and asked to
136 serve because of the appointed representative's absence or incapacity. A Municipal Board may
137 remove and replace its representative on the District Board with or without cause by providing
138 written notice to the Secretary of the District Board. In the event of any such removal or
139 vacancy, the Municipality shall appoint a successor in the same manner as a regular appointment.

140 3.02 – CERTIFICATE OF APPOINTMENT

141 The Municipal Clerk of each Municipality shall annually certify its appointed
142 representative member on the District Board. Similarly, the Municipal Clerk shall certify
143 alternates, successors, removals, appointments and other actions with regard to said
144 Municipality's representative(s). Certification shall take the form of a writing from the
145 Municipal Clerk to the Secretary of the District Board. An email may constitute the requisite
146 writing for this purpose.

147 3.03 – OFFICERS

148 Due to annual appointment of its members, a new District Board takes office at the May
149 meeting of each year. The District Board shall hold an organizational meeting annually, at a
150 regularly scheduled meeting held in May (after April elections), and elect a President and Vice
151 President. In the event of a vacancy in the office of President or Vice President, the District
152 Board shall elect a successor to replace said President or Vice President to fill the unexpired term
153 of the vacating officer.

154 In addition, the District Board shall provide for a Secretary and Treasurer. This position
155 shall be combined as one position until the District Board chooses to separate the position. It is
156 not necessary for the Secretary-Treasurer to be a member of the District Board. The District
157 Board shall appoint the Secretary-Treasurer for an indefinite term, and the Secretary-Treasurer
158 shall serve at the will of the District Board. The Secretary-Treasurer shall be compensated as
159 determined by the District Board. The Secretary-Treasurer does not have voting rights, unless
160 the Secretary-Treasurer is a member of the Board.

161 3.04 – GENERAL POWERS

162 The District Board shall have the possession, care, control and management of the
163 property and affairs of the District and the Department, subject solely to the limitations set forth

164 in this Agreement or in amendments to this Agreement. In addition to this general grant of
165 authority and responsibility, the District Board shall have certain specific duties and
166 responsibilities as enumerated in this Agreement.

167 **ARTICLE IV**

168 **PURPOSE OF CREATION**

169 **4.01 – PURPOSE**

170 The purpose of the District is to have a local emergency medical services district to
171 provide certain emergency medical services within the territory that comprises the District. The
172 services provided by the District include: local ambulance and related direct services; operation
173 and maintenance of equipment needed for such services; governance and administration of the
174 District; and, budgeting and management of finances for operation of the District.

175 **4.02 – CONTINUING RESPONSIBILITY**

176 The District Board is authorized and directed to continue the operation of the local
177 emergency medical services district in a manner that: (1) serves the residents of the District; (2)
178 improves District facilities and services in accordance with the available technology; and, (3)
179 recognizes what is economically feasible under the circumstances. The District Board shall have
180 this continuing responsibility until such time as the Agreement is terminated.

181 **ARTICLE V**

182 **OPERATING PROCEDURES**

183 **5.01 – MEETINGS OF THE DISTRICT BOARD**

184 The District Board shall meet regularly at least four times a year at a time and place
185 established by the District Board. The regular meeting place is subject to change at any time by
186 action of the District Board. Special meetings may be called and held upon written notice from

187 the President, Secretary-Treasurer and/or any two District Board members of the time and place
188 of meeting and the purpose of the meeting. Notice of the meeting shall be provided by the
189 person properly calling the meeting, or his or her designee, as required by Wisconsin's open
190 meeting law. Accordingly, notice shall be posted at least 24 hours before the commencement of
191 the meeting, unless an emergency exists sufficient to permit an emergency meeting with 2 hours
192 notice. The District Board may only conduct business if a quorum is present. Three members of
193 the District Board shall constitute a quorum. Members may be present in person or via
194 telephone, VOIP, Skype or other similar means that allow the member to hear and participate in
195 the meeting. Action may be taken at any such meeting by a majority of the quorum present
196 unless otherwise provided by law or agreement. The District Board may also hold closed
197 sessions for the purposes permitted under Wisconsin's open meeting law in accordance with the
198 requirements of said law.

199 5.02 – MINUTES

200 The Secretary of the District Board shall attend all meetings of the District Board, keep a
201 full record of the proceedings, reduce the same to writing as minutes subject to approval by the
202 District Board, and keep the minutes as a public record. In the event the Secretary is absent, the
203 President, or other person chairing the meeting, shall appoint an acting secretary to take the
204 minutes of the meeting.

205 5.03 – PRESIDENT AND VICE PRESIDENT

206 The President shall be the chief executive officer of the District Board and shall preside
207 at meetings of the District Board. The District Board is responsible for management of the
208 business operations of the District and shall have general control and responsibility for the

209 business affairs of the District. It is not intended that the President or the District Board control
210 the day-to-day operation or direct local emergency medical services to the District.

211 The President shall, when present, preside at all meetings of the District Board. The
212 President shall have the authority, subject to the control of the Board, to sign, execute, and
213 acknowledge on behalf of the Board all deeds, mortgages, notes, bonds, contracts, leases, reports
214 and other documents and instruments necessary or proper to be executed in the course of the
215 business of the District, or authorized by resolution of the District Board. In general, the
216 President shall perform all duties incident to the office which are hereby declared to be similar to
217 those of a Village President and such other duties as may be prescribed by the District Board
218 from time to time, except as herein limited or enlarged.

219 The Vice President shall have the same responsibilities and authority as the President, but
220 only at such times and for such duration as the President is absent or otherwise unable to perform
221 the duties of the President set forth above. If it is unclear that the President is able to perform the
222 duties required of the office due to illness or incapacity, the District Board shall take a vote and
223 the determination shall be made by a majority of those present and voting. Where the
224 determination is made that the President is unable to perform the duties required of the office due
225 to illness or incapacity, the Vice President shall serve as President for the duration of the
226 President's illness or incapacity. The Vice President shall also have such other duties as are
227 determined by the District Board.

228 5.04 – SECRETARY

229 The Secretary shall keep the minutes of the meetings of the District Board; draw and sign
230 all orders upon the treasury in the manner provided by Wis. Stat. §66.0607 and §66.0608, and
231 keep a full account thereof with appropriate books and records; see that all notices are duly given

232 and in accordance with the directions of the Board or as required by law; be custodian of the
233 District records; and make reports required of the District Board to state agencies and other
234 governmental bodies including the Municipal Boards of the Municipalities, unless the same is
235 required to be filed by the President or the Treasurer or separately by the District Board. In
236 general, the Secretary shall perform all duties incident to the office which are hereby declared to
237 be similar to those of a Village Clerk except as herein limited or enlarged, and have such other
238 duties and exercise other authority as from time to time may be delegated or assigned to him or
239 her by the District Board. The person designated to hold the Secretary and/or the combined
240 offices of Secretary-Treasurer (as determined by the District Board) is not required to be a
241 member of the District Board and such person shall be selected for an indefinite term to serve at
242 the will of the District Board.

243 5.05 – TREASURER

244 The Treasurer shall be in charge of and be responsible for all funds and securities of the
245 District; shall receive and give receipts for monies due and payable to the District from any
246 source whatsoever and deposit all such monies in the name of the District at such banks, trust
247 companies or other depositories as shall be selected or designated by the District Board; and shall
248 disburse such funds from time to time in the manner as hereinafter provided. The Treasurer shall
249 keep a detailed account on suitable books in such manner, as the District Board shall direct. In
250 general, the Treasurer shall perform all duties incident to the office which are hereby declared to
251 be similar to those of the Village Treasurer except as herein limited or enlarged and may have
252 such other duties and exercise other authority as may from time to time be delegated or assigned
253 to him or her by the District Board. The Treasurer shall be bonded by a surety company licensed
254 to do business in the State of Wisconsin in such amounts as determined by the District Board.

255 The person designated to hold the Treasurer and/or the combined offices of Secretary-Treasurer
256 (as determined by the District Board) is not required to be a member of the District Board. The
257 Treasurer or the combined Secretary-Treasurer shall be appointed by the Board for an indefinite
258 term to serve at the will of the Board.

259 5.06 – DISBURSEMENT OF FUNDS

260 Funds shall be disbursed by order check and it is hereby provided that Wis. Stat.
261 §66.0607 shall apply to the District Board as to approval and authorization of disbursements and
262 the procedure or payments through order check. Any disbursements that are over Two Thousand
263 Dollars (\$2000.00) shall require two signatures: the EMS Chief
264 and one other District Board member.

265 Credit cards and/or other means of disbursement of funds may also be used for payment
266 of approved and budgeted expenses in accordance with a policy approved by the District Board.

267 5.07 – PUBLIC DEPOSITORIES

268 The District Board shall designate a public depository for its accounts. In addition, the
269 District Board may designate other depositories for the purpose of depositing or holding funds or
270 acting as a paying agent. All funds of the District shall be considered public deposits and be
271 governed by Wis. Stat. Chapter 34, and the designation of the depositories aforesaid shall be
272 made at the discretion of the District Board as provided in Wis. Stat. §34.05.

273 5.08 – ACCOUNTING SYSTEM

274 The District Board shall maintain a system of accounting in conformity with the
275 generally accepted accounting principles and methods customary for such a District. The
276 District Board shall have an independent financial audit of the District's financial records

277 prepared no less than every five (5) years, in a manner determined by the District Board. Copies
278 of the audit shall be furnished to the Clerk of each of the Municipalities.

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280 5.09 PAYMENT FOR TIME AND EXPENSE OF BOARD MEMBERS

281 Each Municipality shall determine whether to pay per diems and/or reimburse the District
282 Board member(s) that the Municipality appoints. To the extent that such payment or
283 reimbursement is approved by the appointing Municipality, the District Board member may be
284 reimbursed by his or her respective Municipality for actual expenses including mileage, per diem
285 for attending meetings, and for other days spent in the service of the District. The District shall
286 not provide any such payments or reimbursement to District Board members.

287 5.10 – CONTRACTS

288 Contracts of the District for equipment, supplies and projects included in the budget
289 approved by the Municipalities shall be made in the name of the District, subject solely to
290 approval by the District Board. To be binding on the District, all contracts of the District over
291 Five Thousand Dollars (\$5000.00) shall require signatures of both the EMS Chief and the
292 President of the District Board. The threshold amount for contracts requiring two signatures, as
293 set forth in this Section 5.10, may be changed from time to time by resolution of the District
294 Board.

295 5.11 – CONSTRUCTION

296 All contracts for public construction in excess of the threshold amounts set by Wis. Stat.
297 §61.55,² as may be amended from time to time, shall be let in accordance with Wis. Stat. §61.55,
298 which is incorporated herein by reference. The District Board is authorized to bid, award and

² The threshold amount as of March 1, 2015 for Wis. Stat. 61.55 is \$15,000.

299 administer any such contracts for projects included in the approved budget for the District, as
300 approved by the Municipalities. Other purchases of equipment or supplies included in the
301 approved budget may be made directly by the District Board, or its designee, or let to bid in a
302 manner determined by the District Board.

303 5.12 – PROFESSIONAL SERVICES

304 The District Board may employ from time to time or contract for the services of any
305 professional help such as engineers, accountants, attorneys or other consultants with needed
306 expertise.

307 5.13 – BY-LAWS

308 The District Board may create and establish by-laws for its own operation not in conflict
309 with any of the provisions of this Agreement and may amend such by-laws from time to time as
310 it sees fit.

311 ARTICLE VI

312 ACQUISITION OF PROPERTY

313 6.01 – EQUIPMENT AND SUPPLIES

314 The District is hereby authorized to obtain the ambulance, medical equipment and two-
315 way radio and communication equipment as recommended by the District Board and consistent
316 with the reasonable requirements established by the Dane County Emergency Medical Services
317 Commission. The District Board is further authorized to acquire such additional equipment from
318 time to time as it deems advisable and necessary as well as to accept additional equipment or
319 supplies from the Dane County Medical Services Commission or other governmental agencies.
320 Said District Board is further authorized to provide for the acquisition of supplies, as they deem

321 advisable and necessary. The District’s acquisition of any and all such equipment and supplies
322 shall be consistent with the District’s approved budget.

323

324 6.02 – FACILITIES

325 The District Board shall take the necessary steps to provide facilities for the ambulance
326 and other equipment and for operations in connection therewith, Including but not limited to
327 Bedrooms, Kitchen, Training and living space as well as District operation office space whether
328 by leasing or acquisition. Any acquisition that would require the Municipalities to furnish funds
329 in excess of those necessary for leasing of comparable facilities shall require prior approval by
330 no less than three of the four Municipal Boards.

331 ARTICLE VII

332 FINANCING

333 7.01 – BASIS OF DIVISION OF COST

334 Each Municipality shall pay its proportionate share of costs for the District in the
335 proportion that its population bears to the population of the entire District (“**Proportionate**
336 **Share**”). The population of each Municipality herein shall be based on the population shown by
337 the last State of Wisconsin Department of Administration Demographics Services Center
338 Census. The District Board shall establish an equitable method, as determined by the District
339 Board, to determine the population where only a portion of a Municipality is included in the
340 District.

341 7.02 – REQUIRED PAYMENTS

342 The District Board shall apportion and assess the District’s costs against each
343 Municipality based on its Proportionate Share. The Treasurer of the District shall bill each

344 Municipality for its Proportionate Share twice a year on or about February 15 and August 15.
345 Each Municipality hereby agrees to promptly pay its Proportionate Share. It is recognized and
346 agreed that the District requires a working cash balance and should at all times keep sufficient
347 funds on hand at the time of billing each Municipality so that there will be sufficient funds to
348 carry the District through until the anticipated receipt of funds from the next assessment.

349 The District Board may also apportion and assess each Municipality its Proportionate
350 Share in advance of making extraordinary equipment purchases or supply purchases. To the
351 extent mileage charges are inadequate to provide for the purchase of a replacement ambulance
352 and ambulance-related equipment, the District Board may levy assessments sufficient to
353 maintain an adequate sinking fund, dedicated solely to the purchase of a replacement ambulance
354 and ambulance-related equipment. Any extraordinary equipment or supply purchases shall
355 require prior approval by $\frac{3}{4}$ of the Municipal Boards.

356 **ARTICLE VIII**

357 **OPERATION**

358 **8.01 – INTERGOVERNMENTAL AGREEMENT WITH DANE COUNTY**

359 It is understood that the District Board will enter into an agreement with the County of
360 Dane, Wisconsin (“**Dane County**”), as is customary and required for coordinated operation of a
361 local emergency services district. By the resolution of the Municipal Boards of the
362 Municipalities authorizing this Agreement, the District Board is hereby authorized by the
363 Municipalities to enter into such an intergovernmental agreement with Dane County (“**County**
364 **Agreement**”). A copy of the County Agreement is hereby incorporated by reference. The
365 Municipal Boards acknowledge that, in the future, there may some enlargements, modifications,
366 reductions, alterations or amendments. It is hereby declared and provided that the authority to

367 formulate and agree to minor modifications is delegated to the District Board. Minor
368 modifications are those that are substantially in conformance with the purposes set forth in the
369 current County Agreement. Any material changes or enlargements of purposes in the future, as
370 reasonably determined by the District Board, shall be submitted to the Municipal Boards for
371 approval. The District Board is further encouraged and empowered to execute automatic aid
372 agreements and/or mutual aid agreements with adjoining districts.

373 8.02 – DISTRICT OPERATION

374 The District shall provide and train personnel, operate the equipment and perform the
375 emergency medical services deemed necessary for the territory served by the District. The
376 District Board shall provide general oversight rather than day-to-day operational management of
377 the District. (*See also Section 8.03 EMS Chief and Operating Personnel below in this*
378 *Agreement.*) The District Board’s responsibilities shall include: (1) recommending an adequate
379 budget for District operations to the Municipalities; (2) oversight of the key operations personnel
380 identified in Section 8.03 of this Agreement; (3) obtaining appropriate insurance coverage (for
381 real property, equipment, liability, worker’s compensation, and so forth); (4) financial and audit
382 review; (5) responsibilities set forth in this Agreement; and, (6) such oversight as is generally
383 provided by boards of local governments.

384

385 8.03 – EMS CHIEF AND OPERATING PERSONNEL

386 The District shall have an EMS Chief, Deputy Chief of Operations and Training,
387 Infectious Control Officer and Medical Director who will manage the day-to-day operation and
388 direct services of the District in a manner that assures that emergency medical services are
389 provided in accordance with Wisconsin Statutes and the Wisconsin Administrative Code. The

390 District Board shall have the authority to hire, review, commend, discipline and terminate the
391 EMS Chief using procedures that are customary for public employees. Other key District
392 personnel (that is, the Deputy Chief of Operations and Training, Infectious Control Officer and
393 Medical Director) shall report directly to the EMS Chief; however, the EMS Chief's authority to
394 hire, review, commend, discipline and terminate such key personnel shall be subject to review
395 and approval by the District Board.

396 The EMS Chief shall be the chief executive officer of the District. The EMS Chief's
397 command and operations shall be subject to the budget recommended by the District Board and
398 approved by the Municipalities, and oversight by the District Board. The Chief shall recommend
399 and provide for the rules, regulations and conditions for operation of the District, as necessary to
400 render emergency medical services to the extent such services are desired by the District, which
401 rules, regulations and conditions shall be subject to review and approval by the District Board.

402 The District will have both volunteer and paid staff. While there will be intermediate
403 management levels, all volunteer and paid staff of the District are under the overall supervision
404 of the EMS Chief.

405 The District Board shall obtain such advice and expertise from the EMS Chief and others
406 as deemed necessary and prudent to assure that the District operates in accordance with law.
407 Such rules, regulations, conditions and extent of services may be identified by descriptive terms
408 or words such as a "code" or "District rules and regulations" and may be enlarged, modified,
409 reduced or amended from time to time by recommendation of the EMS Chief, subject to
410 approval by the District Board, except to the extent limited by this Agreement or by future
411 amendments of this Agreement.

412 8.04 – SYSTEM OF CHARGES

413 The District Board is hereby authorized to establish and maintain a system of charges for
414 services to be performed by the District and to make changes therein from time to time, as it
415 deems advisable and necessary. The system of charges shall be adopted by resolution of the
416 District Board. The District Board shall retain authority to make exceptions to the system of
417 charges on a case-by-case basis, as reasonably determined by the District Board.

418 **ARTICLE IX**

419 **ADDITIONAL AREA AND MINOR CHANGES IN BOUNDARIES**

420 **9.01 – ADDITIONAL MUNICIPALITY**

421 The District may agree to include additional area from other adjoining towns or villages
422 subject to the approval of no less than three of four of the Municipal Boards.

423 **9.02 – MINOR CHANGES**

424 The District Board, without approval of the Municipal Boards, may agree to alter the
425 boundaries of any Town already partially within the District, to include additional territory or to
426 reduce the territory from any such Town, with the approval of the Town Board of such Town.

427 **ARTICLE X**

428 **WITHDRAWAL**

429 **10.01 – WITHDRAWAL FROM DISTRICT**

430 Any of the Municipalities who are parties to this Agreement may withdraw from the
431 District in accordance with the following procedure. The Municipality desiring to withdraw
432 shall notify the District Board at least two (2) years prior to the end of the initial term or
433 successive renewal terms of the Agreement. An appraisal of the assets of the District shall be
434 made by the District Board or caused to be made by a third party as of the withdrawal date. The
435 District Board or third party shall take into consideration the depreciated value of the equipment

436 on hand. In making such appraisal, no equipment belonging to Dane County or contributed by
437 Dane County or any other governmental unit shall be included in the equipment appraisal.

438 Following said appraisal, the District Board, in consultation with the Municipalities that
439 did not give notice of withdrawal, shall determine whether to compensate the withdrawing
440 Municipality and continue the District, or terminate the District entirely and compensate all
441 Municipalities on the basis of their Proportionate Share as of the withdrawal date. If the decision
442 is to continue the District, payment shall be made to the withdrawing Municipality in the month of
443 February that occurs 14 months after the December 31 withdrawal date unless, during said 14
444 months, the remaining Municipalities elect to dissolve the District instead of making such
445 payments. In the event of dissolution of the District, property on hand shall be sold and the
446 assets shall then be divided among the Municipalities based on the Proportionate Share as of the
447 date of withdrawal.

448 Notwithstanding the foregoing, and only with respect to those Towns where only a
449 portion of the Town is within the District, the Town may provide the required notice withdraw a
450 portion of its territory from the District but in such event shall not be entitled to any withdrawal
451 payment. The assets to which the now withdrawing portion contributed shall be considered a
452 contribution from that portion of the Town that remains in the District.

453 ARTICLE XI

454 DISPUTE RESOLUTION

455 11.01 - INFORMAL DISPUTE RESOLUTION.

457 If any Municipality has a dispute concerning any of the matters of this Agreement, the
458 Municipality asserting the dispute shall first seek to have the matter resolved informally by

459 providing the District Board with a written notice stating the nature of the dispute. If informal
460 resolution is not reached within forty-five (45) days from the date of the notice, the Municipality
461 asserting the dispute shall provide written notice of the dispute and the desired outcome to the
462 other Municipalities who are parties to this Agreement. If informal resolution is not reached
463 within forty-five (45) days from the date of the notice, the Municipalities agree to mediate the
464 dispute. Nothing in this provision shall preclude any party from filing a notice of claim or taking
465 other action required by statute to preserve its rights under applicable notice of claim statutes.

466 11.02 - ARBITRATION.

467 Arbitration is to follow any unsuccessful mediation unless the parties agree to forego
468 mediation and proceed directly to arbitration. If any of the terms, duties, obligations or
469 responsibilities of the Agreement cannot be resolved via mediation, or if any Municipality
470 believes that a provision is unenforceable or that there has been a material breach of this
471 Agreement, the Municipalities agree they will timely notify the others, or their successors or
472 assigns, of any intent to seek arbitration for a final and binding declaration concerning such
473 dispute or breach of this Agreement. A determination of disputed matters described in this
474 Agreement and/or whether there has been a material breach of this Agreement, will be conducted
475 via arbitration hearing, that the arbitrator's decision to be final and binding upon the parties. The
476 parties agree to mutually agree upon a single arbitrator to decide the dispute, or if no agreement
477 on selection of an arbitrator can be reached within 5 business days of notice or arbitration, any
478 party may petition the Dane County Circuit Court for appointment of the arbitrator. Each
479 Municipality shall bear equal costs of any arbitration proceeding. All other provisions of the
480 arbitration and the conduct of the hearing shall be pursuant to Wis. Stat. Chapter 788, or its
481 successor, unless otherwise ordered by the arbitrator or agreed by the parties.

482 11.02.01 Authority of Arbitrators Limited. The arbitrators shall not have the
483 authority to add to, change, alter or modify any of the terms or provisions of this Agreement.

484 11.02.02 Expense Of Arbitrators Shared. The expense of the arbitrators shall be
485 divided and shared among the Municipalities in accordance with their Proportionate Share.

486 **ARTICLE XII**

487 **MISCELLANEOUS**

488 **12.01 – NOTICE**

489 With the exception of bills from the District to the Municipalities, any notices permitted
490 or required under this Agreement shall be in writing signed by the party giving notice and served
491 upon the Clerks of the Municipalities, the Secretary of the District Board and the EMS Chief of
492 the Department. Service shall be by personal delivery or another method that provides
493 confirmation of delivery such as service by a process server, certified mail with return receipt
494 requested or commercial delivery by a service such as Federal Express, with delivery tracking
495 requested.

496 **12.02 – AMENDMENT**

497 This Agreement may be amended at any time hereafter by an instrument in writing
498 executed by the proper officers of each Municipality and supported by a certified copy of a
499 resolution duly adopted by a majority vote of the Municipal Boards of the Municipalities within
500 the District.

501 **12.03 – EFFECTIVE OPERATION DATE FOR DISTRICT**

502 The effective date of the organization of the District pursuant to this Agreement shall be
503 July 1, 2016, provided that the Agreement has been executed by all parties.

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IN WITNESS WHEREOF, the Village of Cross Plains, 2417 Brewery Road, Cross Plains, WI 53528, Dane County, Wisconsin, by its Village Board has caused this Agreement to be signed by its Village President and by its Village Clerk, to be effective as of July 1, 2016.

**VILLAGE OF CROSS PLAINS
DANE COUNTY, WISCONSIN**

BY: _____
Pat Andreoni, Village President

ATTESTED BY:

Caitlin Stene, Village Administrator / Clerk

ACKNOWLEDGEMENT

Personally came before me this _____ day of _____, 2016, Pat Andreoni, Village President and Caitlin Stene, Village Administrator / Clerk of the above named Village of Cross Plains, Dane County, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Village Clerk and acknowledged that they executed the foregoing instrument as such officers as the act of said Village by its authority.

Notary Public
State of Wisconsin
My Commission Expires _____

536 **IN WITNESS WHEREOF**, the Town of Berry, 9046 State Road 19, Mazomanie, WI 53560,
537 Dane County, Wisconsin, by its Town Board has caused this contract to be signed by its Town
538 Chairperson and by its Town Clerk-Treasurer, to be effective as of July 1, 2016.

539 **TOWN OF BERRY**
540 **DANE COUNTY, WISCONSIN**

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543 BY: _____
544 Anthony Varda, Town Chairperson

545
546 ATTESTED BY:
547
548 _____
549 Brenda Kahl, Town Clerk-Treasurer

550
551 **ACKNOWLEDGEMENT**

552
553 Personally came before me this _____ day of _____, 2016, Anthony
554 Varda, Town Chairperson and Brenda Kahl, Town Clerk-Treasurer of the above named Town of
555 Berry, Dane County, Wisconsin, to me known to be the persons who executed the foregoing
556 instrument and to me known to be such Town Chairperson and Town Clerk-Treasurer and
557 acknowledged that they executed the foregoing instrument as such officers as the act of said
558 Town by its authority.

559
560
561 _____
562 Notary Public
563 State of Wisconsin
564 My Commission Expires _____

565 **IN WITNESS WHEREOF**, the Town of Cross Plains, 4734 County Road P, Cross Plains, WI
566 53528, Dane County, Wisconsin, by its Town Board has caused this Agreement to be signed by
567 its Town Chairperson and by its Town Clerk-Treasurer, to be effective as of July 1, 2016.

568 **TOWN OF CROSS PLAINS**
569 **DANE COUNTY, WISCONSIN**

570
571
572 BY: _____
573 Greg Hyer, Town Chairperson

574
575 ATTESTED BY:
576
577 _____
578 Nancy Meinholz, Town Clerk-Treasurer

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580 **ACKNOWLEDGEMENT**

581
582 Personally came before me this _____ day of _____, 2016, Greg
583 Hyer, Town Chairperson and Nancy Meinholz, Town Clerk-Treasurer of the above named Town
584 of Cross Plains, Dane County, Wisconsin, to me known to be the persons who executed the
585 foregoing instrument and to me known to be such Town Chairperson and Town Clerk-Treasurer
586 and acknowledged that they executed the foregoing instrument as such officers as the act of said
587 Town by its authority.

588
589
590 _____
591 Notary Public
592 State of Wisconsin
593 My Commission Expires _____
594

595 **IN WITNESS WHEREOF**, the Town of Springfield, 6157 County Road P, Dane, WI 53529,
596 Dane County, Wisconsin, by its Town Board has caused this contract to be signed by its Town
597 Chairperson and by its Town Clerk, to be effective as of July 1, 2016.

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**TOWN OF SPRINGFIELD
DANE COUNTY, WISCONSIN**

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BY: _____
Donald Hoffman, Town Chairperson

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604

605

ATTESTED BY:

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607

Carolyn Hacker, Town Clerk

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ACKNOWLEDGEMENT

612

613 Personally came before me this _____ day of _____, 2016, Donald
614 Hoffman, Town Chairperson and Carolyn Hacker, Town Clerk of the above named Town of
615 Springfield, Dane County, Wisconsin, to me known to be the persons who executed the
616 foregoing instrument and to me known to be such Town Chairperson and Town Clerk and
617 acknowledged that they executed the foregoing instrument as such officers as the act of said
618 Town by its authority.

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Notary Public
State of Wisconsin
My Commission Expires _____

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626 **EXHIBIT INCORPORATED BY REFERENCE:**

627 Exhibit A- Description of Portions of Towns included in the District