AMENDED AND RESTATED AGREEMENT
FOR EMERGENCY MEDICAL SERVICES WITH CROSS PLAINS AREA
EMERGENCY MEDICAL SERVICES DISTRICT

THIS AGREEMENT is by and between the Village of Cross Plains, a municipal corporation under Wis. Stat. Chapter 61 (hereinafter sometimes referred to as **"VILLAGE")** and the Towns of Berry, Cross Plains and Springfield, each a body corporate and politic under Wis. Stat. Chapter 60 (hereinafter sometimes referred to as **"TOWNS")** (collectively, the **"MUNICIPALITIES")**.

RECITALS

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

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

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

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

WHEREAS, as a part of the agreements creating Emergency Medical Services districts, the districts are asked to enter into a mutual aid agreement or automatic aid agreement with other

similar districts in Dane County all of which were set forth in an agreement entitled: "MUTUAL AID / AUTOMATIC AID AGREEMENT;"

WHEREAS, the parties previously entered into an agreement creating and governing the Cross Plains Area EMS District ("DISTRICT"), but now desire to amend certain provisions of the original agreement;

WHEREAS, the governing bodies of the Village and Towns joining in this Agreement have each considered the value of continuing to have a local Emergency Medical Services district and providing mutual aid to similar districts within Dane County, and each authorize the continuation of the District and authorize the District to enter into mutual aid agreements and conduct its business in accordance with the law, and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipalities do hereby agree to be bound as follows:

The Village and Towns hereby jointly ratify the creation and continuation of a local Emergency Medical Services **("EMS")** district known as the Cross Plains Area EMS District **("DISTRICT")** for the purpose of furnishing emergency medical services to the territory described in this Agreement and to be operated and maintained in accordance with the terms,

conditions and plan described in this Agreement.

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." The District will be its own distinct legal body corporate and politic that has the authority to contract, sue and be sued, and exercise any powers granted to it by this Agreement or Wisconsin law.

1.02 - ENABLING ACTS

The respective governing bodies of each Municipality have authorized this Agreement and the execution and delivery hereof to the District. The execution of this Agreement by the officers of each Municipality certifies that each governing body approved this Agreement, at a legally constituted and legally held meeting of each of such governing bodies.

1.03 -TERRITORY INCLUDED

The territory included in the joint Emergency Medical Services District and served by the District is all of the territory within the corporate limits of the Village of Cross Plains (as may be amended over time as a result of annexation and/or detachment) and those parts of the

Towns of Berry, Cross Plains and Springfield as described in Exhibit A, which is attached hereto and incorporated by reference.

1.04 - OFFICIAL NAME

The official name of the District is:

" Cross Plains Area Emergency Medical Services District"

1.05 – OTHER DEFINITIONS

As used in this Agreement:

"DISTRICT" means the governmental entity established by this Agreement and the aggregate territory included therein. Ambulance and other emergency medical services shall be provided by the District in accordance with this Agreement and Wisconsin law. **"DISTRICT BOARD"** refers to the governing authority of the District, which shall have the responsibilities and authority described in this Agreement and Wisconsin law.

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

"MUNICIPALITY" or **"MUNICIPALITIES"** refer to the parties to this Agreement: the Village of Cross Plains, a municipal corporation organized under Wis. Stat. Chapter 61

(sometimes referred to as **"VILLAGE");** and, the Towns of Berry, Cross Plains and Springfield, each a body corporate and politic organized under Wis. Stat. Chapter 60 (hereinafter sometimes referred to as **"TOWNS").** The Village and Towns may be referred to individually as a **"Municipality"** or collectively as the **"Municipalities."**

ARTICLE II

TERM

2.01 - COMMENCEMENT AND TERMINATION

The initial term of this Agreement shall commence on July 1, 2026 (the **"Effective Date")** and shall continue for a period of five (5) years thereafter. The initial term shall be extended thereafter for successive five (5) year terms unless written notice of withdrawal or termination of the Agreement is provided by one Municipality and received by the other Municipalities at least two (2) years prior to the date of withdrawal..

ARTICLE III

MANAGEMENT

3.01 - DISTRICT

The District shall be governed by the District Board. The District Board shall consist of five (5) members, each of whom shall reside within the District and be appointed to represent his or her respective Municipality. The EMS Chief shall serve as an ex-officio[1] member of the District Board. Each Municipality shall appoint a representative to serve as a member of the District Board, and shall determine whether the representative shall or shall not be required to be an elected official of the Municipality. Appointments shall be made, and vacancies filled, in the same manner that the Municipality appoints members and fills vacancies on its own committees. Appointments shall be made and approved at the Municipality's organizational meeting following the April elections, with the intent that the appointment be effective as of the District Board's first meeting in May. Failure of the Municipal Board of any municipality to appoint a member to the District Board at the April organization meeting shall not constitute a waiver of the right to appoint. Making an appointment shall be a continuing obligation of said

[1] 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.

Municipal Board until complete and any District Board member without a successor at the expiration of his or her term shall continue in office until his or her successor is appointed and qualified. In the event of a vacancy from any Municipality, a successor shall be appointed for the balance of the term in the same manner as a regular appointment. If a member of the District Board is temporarily incapacitated or absent, as determined in the sole discretion of the appointing Municipality, a substitute member may be designated by the appointing Municipality until the return of the absent member or end of the incapacity. Each District Board member shall be considered appointed upon the filing of a written certification of appointment by the Municipal Clerk of his or her Municipality with the Secretary of the District Board. A Municipality may choose to appoint an alternate annually and said alternate may attend District Board meetings on a regular basis; however, only the designated appointed representative shall have a seat at the table and participate as a member of the District Board until the alternate is needed and asked to serve because of the appointed representative's absence or incapacity. A Municipal Board may remove and replace its representative on the District Board with or without cause by providing written notice to the Secretary of the District Board. In the event of any such removal or vacancy, the Municipality shall appoint a successor in the same manner as a regular appointment.

3.02 - CERTIFICATE OF APPOINTMENT

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

3.03 – OFFICERS

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

In addition, the District Board shall provide for a Secretary and Treasurer. This position shall be combined as one position until the District Board chooses to separate the position. It is not necessary for the Secretary-Treasurer to be a member of the District Board. Unless otherwise determined by the District Board, the EMS Chief shall serve as the Secretary and Treasurer. The Secretary-Treasurer will serve for an indefinite term, and the Secretary-Treasurer shall serve at the will of the District Board. The Secretary-Treasurer shall be compensated as determined by the District Board. The Secretary-Treasurer does not have voting rights, unless the Secretary-Treasurer is a member of the Board.

3.04 - GENERAL POWERS

The District Board shall have the possession, care, control and management of the property and affairs of the District and the Department, subject solely to the limitations set forth in this Agreement or in amendments to this Agreement. In addition to this general grant of authority and responsibility, the District Board shall have certain specific duties and responsibilities as enumerated in this Agreement.

ARTICLE IV

PURPOSE OF CREATION

4.01 - PURPOSE

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

4.02 - CONTINUING RESPONSIBILITY

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

ARTICLE V

OPERATING PROCEDURES

5.01 - MEETINGS OF THE DISTRICT BOARD

The District Board shall meet regularly at least four times a year at a time and place established by the District Board. The regular meeting place is subject to change at any time by action of the District Board. Special meetings may be called and held upon written notice from the President, Secretary-Treasurer and/or any two District Board members of the time and place of meeting and the purpose of the meeting. Notice of the meeting shall be provided by the person properly calling the meeting, or his or her designee, as required by Wisconsin's open meeting law. Accordingly, notice shall be posted at least 24 hours before the commencement of the meeting, unless an emergency exists sufficient to permit an emergency meeting with 2 hours

notice. The District Board may only conduct business if a quorum is present. Three members of the District Board shall constitute a quorum. Members may be present in person or via telephone, through an online video or meeting service, or other similar means that allow the member to hear and participate in the meeting. The District Board will use reasonable efforts to allow for online or Internet attendance at meetings, and to make meeting materials publicly available online. Action may be taken at any such meeting by a majority of the District Board membership unless otherwise provided by law or agreement. The District Board may also hold closed sessions for the purposes permitted under Wisconsin's open meeting law in accordance with the requirements of said law.

5.02 - MINUTES

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

5.03 - PRESIDENT AND VICE PRESIDENT

The President shall be the chief executive officer of the District Board and shall preside at meetings of the District Board. The District Board is responsible for management of the business operations of the District and shall have general control and responsibility for the business affairs of the District. It is not intended that the President or the District Board control the day-to-day operation or direct local emergency medical services to the District.

The President shall, when present, preside at all meetings of the District Board. The President shall have the authority, subject to the control of the Board, to sign, execute, and

acknowledge on behalf of the Board all deeds, mortgages, notes, bonds, contracts, leases, reports and other documents and instruments necessary or proper to be executed in the course of the business of the District, or authorized by resolution of the District Board. In general, the President shall perform all duties incident to the office which are hereby declared to be similar to those of a Village President and such other duties as may be prescribed by the District Board from time to time, except as herein limited or enlarged.

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

5.04 - SECRETARY

The Secretary shall keep the minutes of the meetings of the District Board; draw and sign all orders upon the treasury in the manner provided by Wis. Stat. §66.0607 and §66.0608, and keep a full account thereof with appropriate books and records; see that all notices are duly given and in accordance with the directions of the Board or as required by law; be custodian of the District records; and make reports required of the District Board to state agencies and other governmental bodies including the Municipal Boards of the Municipalities, unless the same is required to be filed by the President or the Treasurer or separately by the District Board. In

general, the Secretary shall perform all duties incident to the office which are hereby declared to be similar to those of a Village Clerk except as herein limited or enlarged, and have such other duties and exercise other authority as from time to time may be delegated or assigned to him or her by the District Board. The person designated to hold the Secretary and/or the combined offices of Secretary-Treasurer (as determined by the District Board) is not required to be a member of the District Board and such person shall be selected for an indefinite term to serve at the will of the District Board.

5.05 – TREASURER

The Treasurer shall be in charge of and be responsible for all funds and securities of the District; shall receive and give receipts for monies due and payable to the District from any source whatsoever and deposit all such monies in the name of the District at such banks, trust companies or other depositaries as shall be selected or designated by the District Board; and shall disburse such funds from time to time in the manner as hereinafter provided. The Treasurer shall keep a detailed account on suitable books in such manner, as the District Board shall direct. In general, the Treasurer shall perform all duties incident to the office which are hereby declared to be similar to those of the Village Treasurer except as herein limited or enlarged and may have such other duties and exercise other authority as may from time to time be delegated or assigned to him or her by the District Board. The person designated to hold the Treasurer and/or the combined offices of Secretary-Treasurer (as determined by the District Board) is not required to be a member of the District Board.

5.06 - DISBURSEMENT OF FUNDS

Funds shall be disbursed by order check and it is hereby provided that Wis. Stat. §66.0607 shall apply to the District Board as to approval and authorization of disbursements

and the procedure or payments through order check. Any disbursements that are over Two Thousand Dollars ($2000.00) shall require two signatures: the Treasurer and the Board President or designated Board member. Credit cards and/or other means of disbursement of funds may also be used for payment of approved and budgeted expenses in accordance with a policy approved by the District Board.

5.07 - PUBLIC DEPOSITORIES

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

5.08 -ACCOUNTING SYSTEM

The District Board shall maintain a system of accounting in conformity with the generally accepted accounting principles and methods customary for such a District. The District Board shall have an independent financial audit of the District's financial records prepared no less than every five (5) years, in a manner determined by the District Board. Copies of the audit shall be furnished to the Clerk of each of the Municipalities.

5.09 - PAYMENT FOR TIME AND EXPENSE OF BOARD MEMBERS

Each Municipality shall determine whether to pay per diems and/or reimburse the District Board member(s) that the Municipality appoints. To the extent that such payment or reimbursement is approved by the appointing Municipality, the District Board member may be reimbursed by his or her respective Municipality for actual expenses including mileage, per diem for attending meetings, and for other days spent in the service of the District. The District

shall not provide any such payments or reimbursement to District Board members.

5.10 – CONTRACTS

Contracts of the District for equipment, supplies and projects included in the budget approved under Section 5.12 shall be made in the name of the District, subject solely to approval by the District Board. To be binding on the District, all contracts of the District over Five Thousand Dollars ($5000.00) shall require signatures of both the EMS Chief and the President of the District Board. The threshold amount for contracts requiring two signatures, as set forth in this Section 5.10, may be changed from time to time by resolution of the District Board. Any collective bargaining agreement requires unanimous approval by the Municipal Boards.

5.11 - CONSTRUCTION

All contracts for public construction in excess of the threshold amounts set by Wis. Stat. § 61.54, as may be amended from time to time, shall be let in accordance with Wis. Stat. § 61.54, which is incorporated herein by reference. The District Board is authorized to bid, award and administer any such contracts for projects included in the approved budget for the District. Other purchases of equipment or supplies included in the approved budget may be made directly by the District Board, or its designee, or let to bid in a manner determined by the District Board.

5.12-BUDGET APPROVAL PROCESS

Annually, by September 1, the District Board must recommend approval of a District Budget. If the recommended budget, excluding capital expenses (such as a new ambulance), increases, compared to the previous year's budget, by a percentage that is less than or equal to the percentage change in the U.S. consumer price index for all urban consumers, U.S. city

average, as determined by the U.S. department of labor (or another method approved by Wisconsin's levy limit law), for the 12 months ending on August 31 of the year of the levy, plus 2 percent, then the District budget will only be approved if approved by a majority of the Municipal Boards. If the budget increase exceeds the percentage described above, then the budget will only go into effect if approved by all Municipal Boards.

Notwithstanding anything to the contrary in this Section 5.12 the District Board may recommend, no more than once in a five year period, an increase to the District budget (excluding capital expenses) an amount in excess of the consumer price index plus 2 percent, but not greater than a 10% total increase, and which budget shall only require a vote of the majority of Municipal Boards.

In the event the Municipal Boards do not approve a budget by December 15, then the previous year's budget shall be used for the upcoming calendar year, except that expense increases previously approved by the Municipal Boards, such as collective bargaining agreement wage increases, will be added to the budget.

Any Municipal Board that does not intend to approve the District Budget must affirmatively reject the budget recommended by the District Board by November 15. If a Municipal Board has not affirmatively rejected the recommended budget by November 15, it will be deemed approved by that Municipal Board.

Municipal Boards shall annually make good faith efforts to adopt resolutions permitting a levy increase pursuant to Wis. Stat. § 66.0602(3)(h).

5.13 PROFESSIONAL SERVICES

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

expertise.

5.14 - BY-LAWS

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

ARTICLE VI

ACQUISITION OF PROPERTY

6.01 - EQUIPMENT AND SUPPLIES

The District is hereby authorized to obtain the ambulance, medical equipment and two-way radio and communication equipment as recommended by the District Board and consistent with the reasonable requirements established by the Dane County Emergency Medical Services Commission. The District Board is further authorized to acquire such additional equipment from time to time as it deems advisable and necessary as well as to accept additional equipment or supplies from the Dane County Medical Services Commission or other governmental agencies. Said District Board is further authorized to provide for the acquisition of supplies, as they deem advisable and necessary. The District's acquisition of any and all such equipment and supplies shall be consistent with the District's approved budget.

6.02-FACILITIES

The District Board shall take the necessary steps to provide facilities for the ambulance and other equipment and for operations in connection therewith, Including but not limited to Bedrooms, Kitchen, Training and living space as well as District operation office space whether by leasing or acquisition. Any acquisition that would require the Municipalities to furnish funds in excess of those necessary for leasing of comparable facilities shall require prior approval by

no less than three of the four Municipal Boards.

ARTICLE VII

FINANCING

7.01 - BASIS OF DIVISION OF COST

Each Municipality shall pay its proportionate share of costs for the District in the proportion that its population bears to the population of the entire District **("Proportionate Share").** The population of each Municipality herein shall be based on the population shown by the last State of Wisconsin Department of Administration Demographics Services Center Census. For Municipalities with only a portion of their territory in the district, households in the district are to be estimated times the most recent census data on Municipality's household size. Population figures will be adjusted annually, based on the prior year's building permits times the most recent census data on the Municipality's average household size. Estimates will be based on information from Dane County, local assessment data, and any other data generally accepted for providing a basis to estimate population figures.

7.02 - REQUIRED PAYMENTS

The District Board shall apportion and assess the District's costs against each Municipality based on its Proportionate Share. The Treasurer of the District shall bill each Municipality for its Proportionate Share twice a year on or about February 15 and August 15. Each Municipality hereby agrees to promptly pay its Proportionate Share. It is recognized and agreed that the District requires a working cash balance and should at all times keep sufficient funds on hand at the time of billing each Municipality so that there will be sufficient funds to carry the District through until the anticipated receipt of funds from the next assessment. The District Board may also apportion and assess the Municipalities their Proportionate Share in

advance of making extraordinary equipment purchases or supply purchases. The District Board may maintain a sinking fund, dedicated solely to the purchase of a replacement ambulance and ambulance-related equipment. Any extraordinary equipment or supply purchases shall require prior approval by ¾ of the Municipal Boards.

ARTICLE VIII

OPERATION

8.01 - INTERGOVERNMENTAL AGREEMENT WITH DANE COUNTY

It is understood that the District Board will enter into an agreement with the County of Dane, Wisconsin **("Dane County"),** as is customary and required for coordinated operation of a local emergency services district. The District Board is hereby authorized by the Municipalities to enter into such an intergovernmental agreement with Dane County **("County Agreement").** A copy of the County Agreement is hereby incorporated by reference. The Municipal Boards acknowledge that, in the future, there may some enlargements, modifications, reductions, alterations or amendments. It is hereby declared and provided that the authority to formulate and agree to minor modifications is delegated to the District Board. Minor modifications are those that are substantially in conformance with the purposes set forth in the current County Agreement. Any material changes or enlargements of purposes in the future, as reasonably determined by the District Board, shall be submitted to the Municipal Boards for approval. The District Board is further encouraged and empowered to execute automatic aid agreements and/or mutual aid agreements with adjoining districts.

8.02 - DISTRICT OPERATION

The District shall provide and train personnel, operate the equipment and perform the

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

8.03 - EMS CHIEF AND OPERATING PERSONNEL

The District shall have an EMS Chief, Deputy Chief of Operations and Training, Infectious Control Officer and Medical Director who will manage the day-to-day operation and direct services of the District in a manner that assures that emergency medical services are provided in accordance with Wisconsin Statutes and the Wisconsin Administrative Code. The District Board shall have the authority to hire, review, commend, discipline and terminate the EMS Chief using procedures that are customary for public employees. Other key District personnel (that is, the Deputy Chief of Operations and Training, Infectious Control Officer and Medical Director) shall report directly to the EMS Chief; however, the EMS Chief's authority to hire, review, commend, discipline and terminate such key personnel shall be subject to review and approval by the District Board.

The EMS Chief shall be the chief executive officer of the District. The EMS Chief's command and operations shall be subject to the budget recommended by the District Board and approved under Section 5.12, and oversight by the District Board. The Chief shall recommend

and provide for the rules, regulations and conditions for operation of the District, as necessary to render emergency medical services to the extent such services are desired by the District, which rules, regulations and conditions shall be subject to review and approval by the District Board. The District will have both volunteer and paid staff. While there will be intermediate management levels, all volunteer and paid staff of the District are under the overall supervision of the EMS Chief.

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

8.04 - SYSTEM OF CHARGES

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

ARTICLE IX

ADDITIONAL AREA AND MINOR CHANGES IN BOUNDARIES

9.01 -ADDITIONAL MUNICIPALITY

The District may agree to include additional area from other adjoining towns or villages

subject to the approval of no less than three of four of the Municipal Boards.

9.02 - MINOR CHANGES

Any request from a Municipality to modify the territory boundary must be made in writing and at least two years prior to the date of the requested change in territory, except in the event the change in territory is a result of an annexation of territory, then the resulting change shall occur automatically without further action.

ARTICLE X

WITHDRAWAL

10.01 - WITHDRAWAL FROM DISTRICT

Any of the Municipalities who are parties to this Agreement may withdraw from the District in accordance with the following procedure. The Municipality desiring to withdraw shall notify the District Board at least two (2) years prior to the withdrawal date. An appraisal of the assets of the District shall be made by the District Board or caused to be made by a third party as of the withdrawal date. The District Board or third party shall take into consideration the depreciated value of the equipment on hand. In making such appraisal, no equipment belonging to Dane County or contributed by Dane County or any other governmental unit shall be included in the equipment appraisal. Following said appraisal, the District Board, in consultation with the Municipalities that did not give notice of withdrawal, shall determine whether to compensate the withdrawing Municipality and continue the District, or terminate the District entirely and compensate all Municipalities on the basis of their Proportionate Share as of the withdrawal date. If the decision is to continue the District, payment shall be made to the withdrawing Municipality in the month of February that occurs 14 months after the December 31 withdrawal date unless, during said 14 months, the remaining Municipal Boards elect to

dissolve the District instead of making such payments. In the event of dissolution of the District, property on hand shall be sold and the assets shall then be divided among the Municipalities based on the Proportionate Share as of the date of withdrawal.

Notwithstanding the foregoing, and only with respect to those Towns where only a portion of the Town is within the District, the Town may provide the required notice withdraw a portion of its territory from the District but in such event shall not be entitled to any withdrawal payment.

The assets to which the now withdrawing portion contributed shall be considered a contribution from that portion of the Town that remains in the District.

ARTICLE XI

DISUPUTE RESOLUTION

11. 01 – INFORMAL DISPUTE RESOLUTION

If any Municipality has a dispute concerning any of the matters of this Agreement, the Municipality asserting the dispute shall first seek to have the matter resolved informally by providing the District Board with a written notice stating the nature of the dispute. If informal resolution is not reached within forty-five (45) days from the date of the notice, the Municipality asserting the dispute shall provide written notice of the dispute and the desired outcome to the other Municipal Boards who are parties to this Agreement. If informal resolution is not reached within forty-five (45) days from the date of the notice, the Municipalities agree to mediate the dispute. Nothing in this provision shall preclude any party from filing a notice of claim or taking other action required by statute to preserve its rights under applicable notice of claim statutes.

11.02 – MEDIATION

In the event that the informal dispute resolution is not reached in the stated time period, the matter in dispute shall be submitted to a mediation board, consisting of four (4) members, with one (1) member each appointed by the Municipalities, who shall elect from their number a chair. Such election shall be made within five (5) days of the appointment of all four members of the mediation board. The appointment of the mediation board shall be made within ten (10) days following the inability to arrive at an agreement or majority decision, and any decision by the mediation board shall be made within sixty (60) days. The members of the mediation board shall not reside in the EMS District.

11.03-ARBITRATION

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

Chapter 788, or its successor, unless otherwise ordered by the arbitrator or agreed by the parties.

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

ARTICLE XII

MISCELLANEOUS

12.01 - NOTICE

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

12.02 - AMENDMENT

This Agreement may be amended at any time hereafter by an instrument in writing executed by the proper officers of each Municipality and approved by a majority vote of the Municipal Boards of the Municipalities within the District.

12.03 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties related to the

District. All previous agreements are hereby repealed and replaced by this Agreement.

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 _____, 2026.

VILLAGE OF CROSS PLAINS, DANE COUNTY, WISCONSIN

BY: _____
Jay Lengfeld, Village President

ATTESTED BY:

_____
Bobbi Zauner, Clerk-Treasurer

IN WITNESS WHEREOF, the Town of Berry, 9046 State Road 19, Mazonmanie, WI 53560, Dane County, Wisconsin, by its Town Board has caused this contract to be signed by its Town Chairperson and by its Town Clerk-Treasurer, to be effective as of _____, 2026.

TOWN OF BERRY
DANE COUNTY, WISCONSIN

BY: _____
Duane Haag, Town Chairperson

ATTESTED BY:

_____
Brenda Kahl, Town Clerk-Treasurer

IN WITNESS WHEREOF, the Town of Cross Plains, 4734 County Road P, Cross Plains, WI 53528, Dane County, Wisconsin, by its Town Board has caused this Agreement to be signed by its Town Chairperson and by its Town Clerk-Treasurer, to be effective as of _____, 2026.

TOWN OF CROSS PLAINS
DANE COUNTY, WISCONSIN

BY: _____
Greg Hyer, Town Chairperson

ATTESTED BY:

_____
Jennifer Broberg, Town Clerk

IN WITNESS WHEREOF, the Town of Springfield, 6157 County Road P, Dane, WI 53529, Dane County, Wisconsin, by its Town Board has caused this Agreement to be signed by its Town Chairperson and by its Town Clerk, to be effective as of _____, 2026.

TOWN OF SPRINGFIELD
DANE COUNTY, WISCONSIN

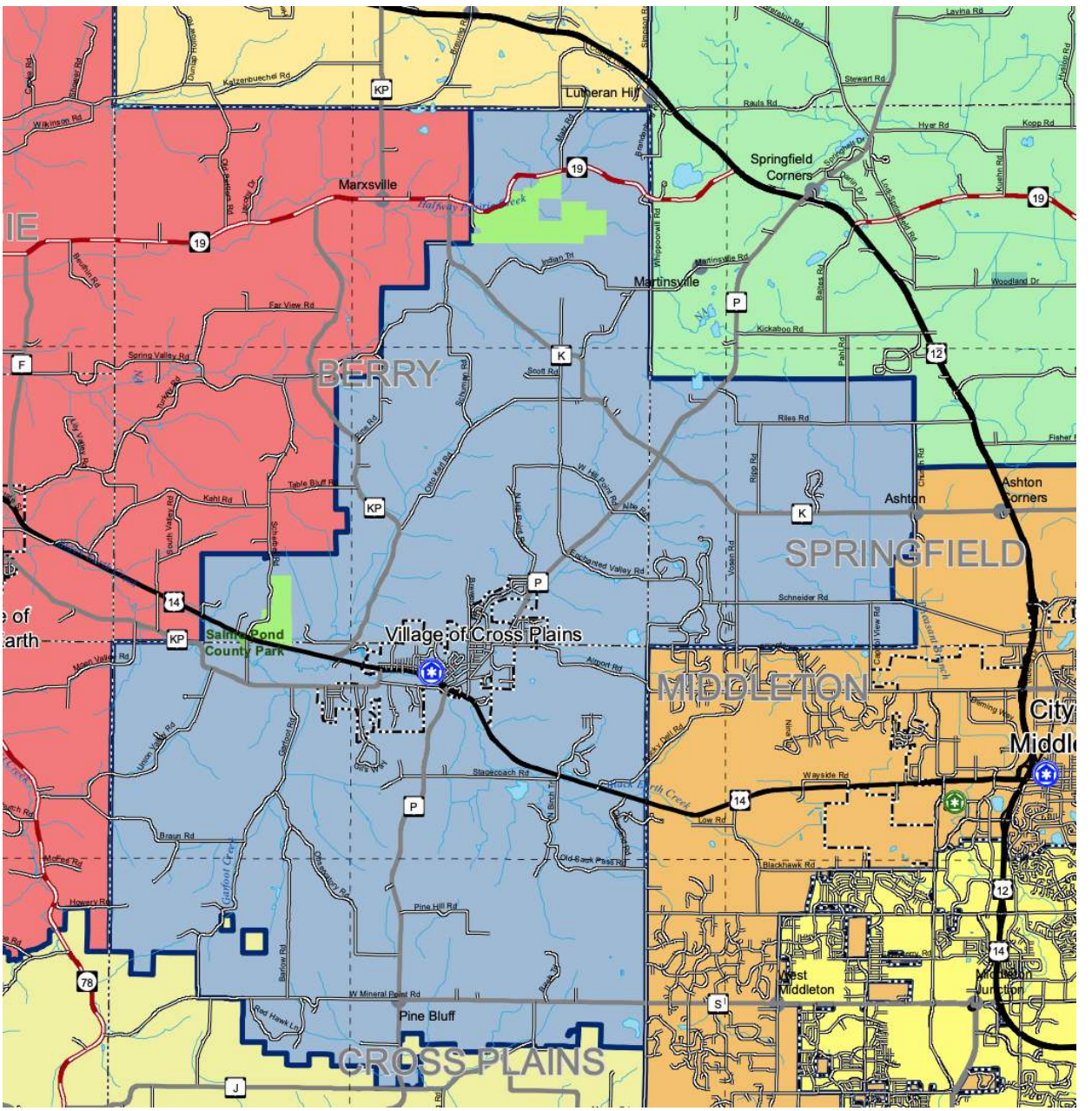
BY: _____
Dave Laufenberg, Town Chairperson

ATTESTED BY:

_____
Dianah Fayas, Town Clerk

Exhibit A

Cross Plains Area EMS District
Description of Portions of Towns Included in District
May 2026


Marxsville
Lutheran Hill
Springfield Corners
Martinsville
BERRY
SPRINGFIELD
Ashton
Ashton Corners
Village of Cross Plains
Salmo Pond County Park
MIDDLETON
Pine Bluff
CROSS PLAINS
West Middleton
Middleton Junction
Halfway Prairie Creek
Garfoot Creek
Black Earth Creek
Kalzenbuechel Rd
Wilkinson Rd
Far View Rd
Spring Valley Rd
Scott Rd
Riles Rd
Kickaboo Rd
Martinsville Rd
Rauls Rd
Stewart Rd
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