

Village of North Freedom  
Resolution 2022-004  
Reedsburg Area Ambulance Commission Agreement

WHEREAS, the Village of North Freedom, by its President, entered into an Inter Municipal Agreement to form the Emergency Service Medical Service Commission (hereinafter "The Commission");

WHEREAS, changes to the Inter Municipal Agreement are necessary to allow other municipalities to join The Commission and to revise certain provision of said agreement, which will provide for the growth and continued operations of The Commission,.

THEREFORE, BE IT RESOLVED, that the President is authorized to sign the REVISED 2021 Inter Municipal Agreement for the Emergency Service Medical Service Commission – Exhibit A.

Trustee Schwartz so moved for the foregoing preamble and resolutions with Trustee Carignan seconding such motion.

This Resolution WAS - WAS NOT adopted at the Village of North Freedom Regular Board Meeting on February 14, 2022 by a vote of 6 Aye 0 Nay.

Dated this 14<sup>th</sup> day of February, 2022.



Andrew R. Dear, Village President

Attest:



Nicki Breunig, Clerk | Treasurer

Revised 2021 INTER-MUNICIPAL AGREEMENT OF THE REEDSBURG AREA AMBULANCE

SERVICE EMERGENCY MEDICAL SERVICE COMMISSION

Exhibit A

Pursuant to the provisions of sections 60.565, 61.641, 62.133, and 66.0301 of the Wisconsin Statutes, The Town of Dellona, The Town of Excelsior, The Town of Ironton, The Village of LaValle, The Town of LaValle, The Village of Lime Ridge, The Village of Loganville, The Town of Lyndon, The Town of Reedsburg, The City of Reedsburg, The Town of Seven Mile Creek, The Town of Washington, The Town of Westfield, The Town of Winfield, The Town of Freedom, and The Village of North Freedom, create a Commission for the purpose of providing emergency medical services to serve the municipalities and other areas contracting for said service.

In consideration of the mutual promises herein set forth, the above-named parties to this Agreement do hereby agree as follows:

1. **Official Name.** The name of the Commission created by this Agreement shall be Reedsburg Area Ambulance Service Commission, which shall be referred to hereafter in this Agreement, as "The Commission."
2. **Purpose.** The main purpose of this Agreement shall be to provide for emergency medical services to all of the above referenced municipalities and to those municipalities and other entities contracting for service. This Agreement shall also provide for other activities related to emergency medical services as they may be enumerated and authorized herein.
3. **Term of Agreement.** This Agreement shall become effective upon the 8<sup>th</sup> day of March 2011 and shall be in force and effective until terminated as provided for in this Agreement.
4. **Territory.** The area to be served by the Commission shall be Sections of The Town of Dellona, Sections of The Town of Excelsior, Sections of The Town of Ironton, The Village of LaValle, Sections of The Town of LaValle, The Village of Lime Ridge, The Village of Loganville, Sections of The Town of Lyndon, The Town of Reedsburg, The City of Reedsburg, Sections of The Town of Seven Mile Creek, sections of The Town of Washington, The Town of Westfield, The Town of Winfield, The Town of Freedom, and The Village of North Freedom. Any new territory to be added to the service area shall be added only upon the affirmative vote of two-thirds of the Commission.
5. **Membership.** The members of the Reedsburg Area Ambulance Service Commission shall be The Town of Dellona, The Town of Excelsior, The Town of Ironton, The Village of LaValle, The Town of LaValle, The Village of Lime Ridge, The Village of Loganville, The Town of Lyndon, The Town of Reedsburg, The City of Reedsburg, The Town of Seven Mile Creek, The Town of Washington, The Town of Westfield, The Town of Winfield, **The Town of Freedom, and The Village of North Freedom**. Each Representative of a member municipality shall serve on the Commission for a term designated by the governing body of the member municipality who designates and appoints said Representative. In the event of the death, resignation, or removal of a Commissioner, the successor to such Commissioner shall be selected by the member municipality entitled to designate and appoint that Representative to fill the unexpired term of the retiring Commissioner. Each member shall appoint an alternate Commissioner to serve in the event of absence of a Commissioner.
6. **Transfer of Assets of Reedsburg Area Ambulance Service, Inc.** The undersigned acknowledge that they also constitute the membership and operating Board for Reedsburg Area Ambulance Service, Inc., which owns the building out of which the current operations are run as well as all of the vehicles and equipment currently used by Reedsburg Area Ambulance Service, Inc. By adopting this Agreement, it is the intention of the existing corporation to transfer all of those assets to the Commission. Immediately after the adoption of this Agreement by all parties, the Commission's Director shall take such actions as may be necessary with the assistance of the Commission's attorney to wind up the affairs of and dissolve the Reedsburg Area Ambulance Service, Inc.

7. **Powers of the Commission.** The Commission shall have all of the powers of a Joint Commission as proved in sections s 60.565, 61.641, 62.133, and 66.0301 of the Wisconsin Statutes. The Commission shall have the independent right to enter into leases, borrow monies, or finance the acquisition of equipment or facilities. The Commission shall approve all of its expenditures and shall have the possession, care, control, and management of the property and affairs of the Commission. The Commission shall also establish rules and regulations for providing emergency medical services to the participating municipalities and those areas served by the Commission, including but not limited to bylaws, rules outlining the duties of emergency medical personnel, and rules regarding qualifications necessary to the ambulance Director and or a member of the service. The Commission shall have the possession, care, control, and management of the property and affairs of the Commission.

8. **Commission.** The Commission shall consist of sixteen (16) voting members as follows:

- |                           |                              |
|---------------------------|------------------------------|
| The Town of Dellona       | The Town of Ironton          |
| The Town of LaValle       | The Village of Loganville    |
| The Town of Reedsburg     | The Town of Seven Mile Creek |
| The Town of Westfield     | The Village of LaValle       |
| The Town of Excelsior     | The Town of Lyndon           |
| The Village of Lime Ridge | The Town of Washington       |
| The City of Reedsburg     | The Town of Winfield         |
| The Town of Freedom       | The Village of North Freedom |

Commission members will not be compensated unless they are compensated by the municipality that they represent. Each Member of the Commission will have the right to one-vote, except the City of Reedsburg shall be entitled to two Commissioners with four votes each.

9. **Resignation and Removal.** A member of the Commission may only be removed from office by action of the municipality that appointed that member. Any Commissioner may resign at any time by giving written notice to the Commission. Such resignation shall take effect on the first Commission meeting following receipt of such notice. Any vacancy of office will be filled by the municipality that the vacancy originated.

10. **Bylaws.** The Commission shall establish bylaws and rules and regulations governing the operation of the Commission. The bylaws, rules and regulations adopted by the Commission shall not conflict with any provision of this Agreement. In the event of a conflict between a bylaw, rule or regulation adopted by the Commission and this Agreement, the terms of this Agreement will control.

11. **Meetings.** The Commission will meet monthly or at such frequency as determined by the Commission, but in any event, not less than quarterly. The Commission may meet at other times upon the call of the President of the Commission or by any three (3) Commissioners after not less than three (3) days' notice to each Commissioner.

12. **Quorum.** A majority of the Commissioners then serving shall constitute a quorum. A quorum will consist of eight Commissioners plus the Commissioners from the City of Reedsburg. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and a tally of the vote on the subject matter shall be the act of the Commission.

13. **Public Notice.** All meetings of the Commission shall be noticed and conducted in accordance with the State Open Meetings Law, Wisconsin Statutes sec 19.21 et. seq.

14. **Officers.** The Commission shall have the following Officers: Commission President, Commission Vice-President, and Secretary/Treasurer. The Officers shall serve a one-year term commencing on June 1<sup>st</sup>. The Commission will select its Officers at its regular monthly meeting in May of each year. The Secretary/Treasurer does not have to be a member of the Commission.

15. **Staffing.** The Commission shall employ a Director who shall oversee and supervise the day-to-day affairs and operations of the Commission. The Commission may employ such other persons as it deems necessary. The Commission may use volunteers to perform Commission purposes.
16. **Financial Affairs.** On an annual basis the Commission shall adopt a budget for the following year and assessments to be levied against each member. The Commission shall designate a public depository or depositories for its accounts. All funds of the Commission shall be considered public deposits. The Commission shall establish fees for services provided by the Commission.
17. **Cost Sharing.** For purposes of cost and revenue allocation, each member will contribute equally per capita as determined necessary by the Commission.
18. **Assessments.** Any assessments shall be paid to the Commission not later than thirty (30) days after notification of said assessment.
19. **Existing Accounts receivable.** The Commission shall collect the EMS accounts receivable owed to Reedsburg Area Ambulance Service Inc. Monies collected shall be used for budgetary purposes by the Commission.
20. **Accounting System.** The Commission shall maintain a system of accounting in conformity with generally accepted accounting methods appropriate for such a Commission. An annual audit shall be conducted by a certified public accountant and copies of such annual audit shall be furnished to each of the Commissioners.
21. **Disbursement of Funds.** Funds shall be disbursed by order check and it is hereby provided that sections 66.042 of Wisconsin Statutes shall apply to the Commission as to approval and authorization of disbursements and the procedure of payment through order check. Two (2) Commissioners shall be required to sign all checks.
22. **Capital Equipment.** All vehicles and equipment owned by Reedsburg Area Ambulance Service Inc. shall be transferred to the Commission.
23. **Mutual Aid Pacts.** By execution of this Agreement, all mutual aid pacts previously entered into by Reedsburg Area Ambulance Service Inc. are confirmed in the name of Reedsburg Area Ambulance Service Commission.
24. **Amendments.** This Agreement may be amended by Agreement of all municipalities through a resolution adopted by the governing board of each municipality. Said amendment shall be effective immediately after all municipalities' approval of it through a resolution.
25. **Withdrawal of a municipality.** Any municipality may withdraw from the Commission effective on December 31<sup>st</sup>, provided that the municipality notifies the Commission in writing of their intent to withdraw by October 1<sup>st</sup> of the year of withdrawal. The withdrawing municipality will not be entitled to any assets of the Commission. Any such withdrawal shall not affect the obligations of the remaining municipalities under the terms of this Agreement.
26. **Termination of the Agreement.** This Agreement may be terminated only by mutual Agreement of all municipalities in writing as provided herein.
27. **Parliamentary Procedure.** The rules contained in the latest edition of the Robert's Rules of Order shall govern the Commission in all cases to which they are applicable and in which they are not inconsistent with any special rules of order the Commission may have adopted.

Exhibit A

Dated this \_\_\_\_ Day of \_\_\_\_\_, 2022

|                           |                              |
|---------------------------|------------------------------|
| The Town of Dellona       | The Town of Ironton          |
| Gerald Dallman, Chairman  | Jerry D. White, Chairman     |
| The Town of LaValle       | The Village of Loganville    |
| Ray Demaskie, Chairman    | Russ Lankey, President       |
| The Town of Reedsburg     | The Town of Seven Mile Creek |
| Carl Mundth, Chairman     | Robert Dallman, Chairman     |
| The Town of Westfield     | The Village of LaValle       |
| Larry Wilkenson, Chairman | Rockie Sobeck, President     |
| The Town of Excelsior     | The Town of Lyndon           |
| Ken Nolden, Chairman      | Pat Mitchell, Chairman       |
| The Village of Lime Ridge | The Town of Washington       |
| LeRoy Unbehaun, President | James Huebsch, Chairman      |
| The City of Reedsburg     | The Town of Winfield         |
| David G. Estes, Mayor     | Kurt A. Mead, Chairman       |
| The Town of Freedom       | The Village of North Freedom |
| Dennis Rehr, Chairman     | Andy Dear, President         |

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