



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

JOINT WILLIAMS BAY VILLAGE BOARD AND FONTANA VILLAGE BOARD MEETING

WEDNESDAY, MARCH 22, 2023 AT 5:30 PM

A quorum of the Village Board may be present

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Items for Discussion
 - A. Discussion or Action on Intergovernmental Agreement for EMS Services
 - B. Discussion or Action on Williams Bay EMS Billing Service
 - C. Discussion or Action on Williams Bay Station Staffing and Utilization of Williams Bay Ambulance
 - D. Set Next Meeting Date
- V. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 03/21/2023 5:00 PM

INTERGOVERNMENTAL AGREEMENT
VILLAGE OF FONTANA-ON-GENEVA LAKE
AND
VILLAGE OF WILLIAMS BAY

This Agreement is entered into between the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin, a Wisconsin municipal corporation (Fontana) and the Village of Williams Bay, Walworth County, Wisconsin, a municipal corporation (Williams Bay), also collectively referred to as "the Parties," both of which are created and existing under Chapter 61 of the Wisconsin Statutes.

RECITALS

A. WHEREAS, Fontana and Williams Bay wish to enter into an Agreement pursuant to which Fontana will provide ambulance and Emergency Medical Services (EMS) for Williams Bay; and

B. WHEREAS, Fontana and Williams Bay wish to clarify the rights and responsibilities of each party in connection with the furnishing of emergency medical services by Fontana for Williams Bay.

NOW, THEREFORE, in consideration of the above Recitals which are incorporated as a part of this Agreement and the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide adequate ambulance and emergency medical services for all persons within Williams Bay by means of the Fontana EMS. It is the belief of the Parties that ambulance and emergency medical services within Williams Bay can best be provided through this Agreement on a fair and cost-efficient basis; and that this Agreement will serve the interests of Fontana by the provision of additional resources to the Fontana EMS by Williams Bay as described herein.

Furthermore, the Parties enter into this Agreement for the purpose of establishing a cost

effective, coordinated, uniform delivery system for the provision of Emergency Medical Services to individuals within the Village of Fontana and the Village of Williams Bay and for the purpose of determining the roles and responsibilities of each of the Parties and for determining the sharing of costs and/or fiscal responsibility for the provision of those services described in this Agreement.

2. AUTHORIZATION. This Agreement is entered into pursuant to the authorization granted under Sections 61.34 and 66.0301, Wis. Stats.

3. SERVICES PROVIDED. Fontana agrees to provide ambulance and emergency medical services upon call to any and all persons in need of its services within the corporate boundaries of Williams Bay. The ambulance and EMS will be available 24 hours a day, seven days a week, unless said ambulance and EMS services are already utilized or unavailable.

4. EQUIPMENT AND PERSONNEL. In providing ambulance emergency medical services, the ambulance will be properly approved and licensed by the necessary authorities. Fontana agrees to maintain its ambulance and equipment in good working order as required by state law. Fontana also agrees to obtain all necessary licenses for operation of the ambulance services. All EMT's and paramedics serving as ambulance attendants will be licensed by the State of Wisconsin.

5. INSURANCE AND INDEMNITY. Fontana agrees to maintain policies of insurance in an amount not less than \$5,000,000 insuring it against claims arising out of errors and omissions in the performance of its emergency medical services. Fontana also agrees to maintain insurance policies against claims for personal injury or property damage caused by the operation of its ambulance and to maintain a general liability policy in an amount not less than \$5,000,000. Williams Bay agrees to maintain insurance policies in an amount not less than \$5,000,000 against claims for personal injury or property damage caused by the operation of its ambulance. Each party, its officers, agents and employees shall be named as additional insureds under the liability policy of the other party as required pursuant to this Agreement. Each party shall maintain and extend insurance to all equipment owned by each party in providing, or utilized by the other party, in providing services per this Agreement.

6. BILLING. Fontana shall be responsible for billing and collecting all patient fees and charges at rates determined by Fontana. All fees and charges collected shall be retained by Fontana.

7. COMPENSATION. During the term of this Agreement, Williams Bay shall compensate Fontana for Fontana's "Costs", herein defined, as follows:

- a. Fontana shall bill Williams Bay for the cost of hiring four persons who are properly licensed either as paramedics or A-level EMT's. In addition, Fontana shall bill Williams Bay for the cost of providing additional training for any A-Level EMT's to allow them to obtain certification as paramedics. Further, Fontana shall bill Williams Bay for the cost incurred in the ongoing training required by any of the four persons so hired in order to maintain their existing licensure. Further, Fontana shall bill Williams Bay for half the Costs, herein defined, for Fontana's Fire Chief and for Fontana's Deputy Fire Chief. Said costs are defined as set forth in Addendum "A", attached hereto and incorporated herein by reference (the "Costs").
- b. Williams Bay shall provide one ambulance to Fontana which shall be provided with such equipment and accessories as determined necessary by the Chief of the Fire Department of Fontana. Williams Bay shall also be responsible for any costs associated with necessary repair or maintenance of the ambulance (not to include the cost of fuel). The ambulance will be located at a site to be determined by the Chief of the Fire Department of Fontana.
- c. All billings for Costs by Fontana for the items described in this paragraph 7 shall be submitted and invoiced, in writing, to the Williams Bay Treasurer. Williams Bay shall pay such invoices within thirty (30) days of receipt of same.

8. TERM. This Agreement will commence on May 1, 2022 and remain in effect until terminated by either of the parties in the manner as further described, or by mutual agreement of the Parties. Termination will be accomplished by the terminating party providing written notice to the Clerk of the other party. Such termination will become effective at the end of the calendar year in which the

written notice is delivered, provided that if the written notice is not delivered to the Clerk of the other party by June 30th of the calendar year at the end of which termination is directed, then the termination will not occur until the end of the following year.

a. Should this Agreement be terminated by Williams Bay pursuant to this paragraph 8 and, as a result, Fontana determines it is necessary to terminate the employment of one or more of the employees of Fontana referenced in paragraph 7.a., Williams Bay shall reimburse Fontana for all costs associated with such termination, including costs associated with unemployment compensation claims.

b. All billings by Fontana for the costs described in paragraph 8.a. shall be submitted by invoice, in writing, to the Williams Bay Treasurer. Williams Bay shall pay such invoices within thirty (30) days of receipt of same.

9. CONSULTATION AND REPORTS. The Village Board of Fontana and the Village Board of Williams Bay agree to meet jointly not less than one time per year, prior to September 1st of each year, that this Agreement remains in place. The purpose of such meeting is to discuss the financial aspects of this Agreement prior to the establishment of the respective budgets of each party.

a. Fontana shall provide Williams Bay with monthly reports containing details concerning EMS services provided to Williams Bay in the preceding month. Such reports shall be provided within twenty (20) days of the end of each month and will be submitted to the Williams Bay Clerk.

10. WILLIAMS BAY FIRE DEPARTMENT EMS VOLUNTEERS. Fontana agrees that Williams Bay Fire Department EMS volunteers may have use of the ambulance and related equipment and accessories provided by Williams Bay to Fontana pursuant to paragraph 7.b. of this Agreement to provide EMS services during special activities occurring in Williams Bay such as athletic events, parades, events occurring in Village parks and other similar events. In that circumstance such EMS volunteers shall be under the direction and supervision of the Fire Chief of the Williams Bay Fire Department. Should the Chief of the Fire Department of Fontana call upon Williams Bay Fire

Department EMS volunteers to assist Fontana EMS in Williams Bay, the Williams Bay EMS volunteers shall provide such assistance under the direction and supervision of the Fire Chief of the Fire Department of Fontana. However, the Williams Bay volunteers shall not be considered employees of Fontana and Williams Bay shall be responsible for all actions of said Williams Bay volunteers as well as all benefits which may accrue to such Williams Bay volunteers from providing such assistance.

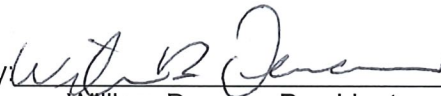
11. NON-ASSIGNABILITY. This is a personal services agreement between Fontana and Williams Bay. Neither party may assign any of the obligations or rights contained in this agreement to any other party without consent of the other party.

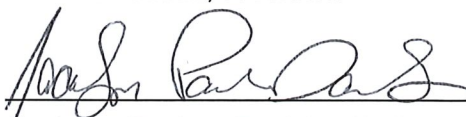
12. AMENDMENT. This Agreement may be amended by the Parties only in writing signed by the Parties.

13. INTERPRETATION. This Agreement must be interpreted and construed reasonably and neither before for or against either of the Parties, regardless of the degree to which either of the Parties participated in its drafting. The Parties intend that the authority granted to them by Wis. Stats. § 66.0301 be interpreted liberally in favor of cooperative action between the Parties.

DATED: April 18, 2022.

VILLAGE OF WILLIAMS BAY

By: 
William Duncan, President

Attest: 
Jackelyn Pankau-Daniels, Clerk

DATE: May 12th, 2022.

VILLAGE OF FONTANA-ON-GENEVA LAKE

By: 
Patrick Kenny, President

Attest: 
Drew Lussow, Clerk

ADDENDUM A

The “costs” to be billed by Fontana to Williams Bay shall be comprised of the following:

- 1) Those costs described in Section 7, herein.
- 2) The cost for hiring those persons described in Section 7 shall include:
 - a. Gross Salary
 - b. Employer paid taxes
 - c. Employer paid insurance, including worker’s compensation insurance
 - d. The employer cost of all employee benefits, including health and dental insurance
 - e. The cost of uniforms and that equipment provided by employer to employee
 - f. The cost of required employee training
 - g. The cost of required employee certification
 - h. The cost of disciplinary employees and post-employment costs or claims not based on employer misconduct

FIRST AMENDED INTERGOVERNMENTAL AGREEMENT

**VILLAGE OF FONTANA-ON-GENEVA LAKE
AND
VILLAGE OF WILLIAMS BAY**

This Agreement originally effective May 1, 2022 is entered into between the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin, a Wisconsin municipal corporation (Fontana) and the Village of Williams Bay, Walworth County, Wisconsin, a municipal corporation (Williams Bay), also collectively referred to as “the Parties,” both of which are created and existing under Chapter 61 of the Wisconsin Statutes, is hereby amended to read as follows:-

RECITALS

A. WHEREAS, Fontana and Williams Bay wish to enter into an Agreement pursuant to which Fontana will provide ambulance and Emergency Medical Services (EMS) for Williams Bay; and

B. WHEREAS, Fontana and Williams Bay wish to clarify the rights and responsibilities of each party in connection with the furnishing of emergency medical services by Fontana for Williams Bay.

NOW, THEREFORE, in consideration of the above Recitals which are incorporated as a part of this Agreement and the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide adequate ambulance and emergency medical services for all persons within Williams Bay by means of the Fontana EMS. It is the belief of the Parties that ambulance and emergency medical services within Williams Bay can best be provided through this Agreement on a fair and cost-efficient basis; and that this Agreement will serve the interests of Fontana by the provision of additional resources to the Fontana EMS by Williams Bay as described herein.

Furthermore, the Parties enter into this Agreement for the purpose of establishing a cost effective, coordinated, uniform delivery system for the provision of Emergency Medical Services to individuals within the Village of Fontana and the Village of Williams Bay and for the purpose of determining the roles and responsibilities of each of the Parties and for determining the sharing of costs and/or fiscal responsibility for the provision of those services described in this Agreement.

2. AUTHORIZATION. This Agreement is entered into pursuant to the authorization granted under Sections 61.34 and 66.0301, Wis. Stats.

3. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

- a. "Emergency medical technician or EMT" shall have the meaning set forth in sec. 256.01(6) of the Wisconsin Statutes.
- b. "Advanced emergency medical technician or AEMT" shall have the meaning set forth in sec. 256.01(1k) of the Wisconsin Statutes.
- c. "EMS" shall mean Emergency Medical Services as defined by DHS 110.04(22) Wisconsin Administrative Code.
- d. "Full-time equivalent or FTE" shall represent a unit of measurement standardized to equal the number of hours worked by the typical full-time employee which is 49.8 hours per week.
- e. "Paramedic" shall have the meaning set forth in section 256.01(14) of the Wisconsin Statutes.

~~3.~~

4. SERVICES PROVIDED. Fontana agrees to provide ambulance and emergency medical services at an EMT or greater level upon call to any and all persons in need of its services within the corporate boundaries of Williams Bay. The ambulance and EMS will be available 24 hours a day, seven days a week, unless said ambulance and EMS ~~services~~ resources are already utilized or unavailable.

5. EQUIPMENT AND PERSONNEL. In providing ambulance emergency medical services, the ambulance will be properly approved and licensed by the necessary authorities. Fontana agrees to maintain its ambulance and equipment in good working order as required by state law. Fontana also agrees to obtain all necessary licenses for operation of the ambulance services. All EMT's and paramedics serving as ambulance attendants will be licensed by the State of Wisconsin.

6. INSURANCE AND INDEMNITY. Fontana agrees to maintain policies of insurance in an amount not less than \$5,000,000 insuring it against claims arising out of errors and omissions in the performance of its emergency medical services. Fontana also agrees to maintain insurance policies against claims for personal injury or property damage caused by the operation of its ambulance and to maintain a general liability policy in an amount not less than \$5,000,000. Williams Bay agrees to maintain insurance policies in an amount not less than \$5,000,000 against claims for personal injury or property damage caused by the operation of its ambulance. Each party, its officers, agents and employees shall be named as additional insureds under the liability policy of the other party as required pursuant to this Agreement. Each party shall maintain and extend insurance to all equipment owned by each party in providing, or utilized by the other party, in providing services per this Agreement.

7. BILLING. Fontana shall be responsible for billing and collecting all patient fees and charges at rates determined by Fontana. All fees and charges collected shall be retained by Fontana. For patients transported by Fontana in the Williams Bay ambulance, Williams Bay shall bill said patients on Fontana's behalf and then transfer said patient payment to Fontana once received.

8. COMPENSATION. During the term of this Agreement, Williams Bay shall compensate Fontana as follows:

- a. The intent of Fontana is to employ a total of 14 FTE EMS personnel at all times.
Fontana shall bill Williams Bay for half the cost of hiring and employing up to 14 EMT's, AEMT's or Paramedics. ~~up to seven full-time equivalent (FTE) EMS four persons who are properly licensed either as paramedics or A-level EMT's. In addition, Fontana shall bill Williams Bay for the cost of providing additional training~~

~~for any A-Level EMT's hired to allow them to obtain certification as paramedics. Further, subject to the below, Fontana shall bill Williams Bay for the cost incurred in the ongoing training required by any of the up to seven FTE EMS four persons so hired in order to maintain their existing licensure. The intent of Fontana is to staff a total of 14 FTE EMS persons at all times. If staffing levels fall below 14 FTE EMS persons, Further Fontana shall bill Williams Bay for half the ongoing costs, as set forth in Addendum "A," of the FTE EMS persons. Further, Fontana shall bill Williams Bay for half of costs, as herein defined, for Fontana's Fire Chief and for Fontana's Deputy Fire Chief. Said costs are defined as set forth in Addendum "A", attached hereto and incorporated herein by reference (the "Costs").~~

- b. Williams Bay shall provide one ambulance to Fontana which shall be provided with such equipment and accessories as determined necessary by the Chief of the Fire Department of Fontana. Williams Bay shall also be responsible for any costs associated with necessary repair or maintenance of the ambulance (not to include the cost of fuel). The ambulance will be located at a site to be determined by the Chief of the Fire Department of Fontana. Provided, that if sufficient FTE EMS persons are on duty to staff two ambulances during daytime times, the Chief of the Fire Department of Fontana (or his/her designee) shall use his or her best efforts to ensure that one ambulance is the ambulance shall be located in Williams Bay unless operational needs require the Chief of the Fire Department of Fontana requires its presence elsewhere.
- c. All billings for Costs by Fontana for the items described in this paragraph 7.8 shall be submitted and invoiced, in writing, to the Williams Bay Treasurer. Williams Bay shall pay such invoices within thirty (30) days of receipt of same.

9. TERM. This Amended Agreement will commence on May 1, 2022 _____, 2023 and remain in effect until terminated by either of the parties in the manner as further described, or by

mutual agreement of the Parties. Termination will be accomplished by the terminating party providing written notice to the Clerk of the other party. Such termination will become effective at the end of the calendar year in which the written notice is delivered, provided that if the written notice is not delivered to the Clerk of the other party by June 30th of the calendar year at the end of which termination is directed, then the termination will not occur until the end of the following year.

a. Should this Agreement be terminated by Williams Bay pursuant to this paragraph 8 9 and, as a result, Fontana determines it is necessary to terminate the employment of one or more of the employees of Fontana referenced in paragraph 7 8.a., Williams Bay shall reimburse Fontana for all costs associated with such termination, including costs associated with unemployment compensation claims. Further, Williams Bay shall, to the extent it determines it to be economically feasible, offer employment to any such employees.

b. All billings by Fontana for the costs described in paragraph 8 9.a. shall be submitted by invoice, in writing, to the Williams Bay Treasurer. Williams Bay shall pay such invoices within thirty (30) days of receipt of same.

9. CONSULTATION AND REPORTS. The Village Board of Fontana and the Village Board of Williams Bay agree to meet jointly not less than one two times per year, the first time prior to April 1st and the second time prior to September 1st of each year that this Agreement remains in place. The purpose of such meeting is to discuss the financial aspects of this Agreement prior to the establishment of the respective budgets of each party.

a. Fontana shall provide Williams Bay with monthly reports containing details concerning EMS services provided to Williams Bay in the preceding month. Such reports shall be provided within twenty (20) days of the end of each month and will be submitted to the Williams Bay Clerk.

10. WILLIAMS BAY FIRE DEPARTMENT EMS PERSONNEL. Fontana agrees that Williams Bay Fire Department EMS personnel may have use of the ambulance and related equipment

and accessories provided by Williams Bay to Fontana pursuant to paragraph 78.b. of this Agreement to provide EMS services during special activities occurring in Williams Bay such as athletic events, parades, events occurring in Village parks and other similar events. In that circumstance such EMS personnel shall be under the direction and supervision of the Fire Chief of the Williams Bay Fire Department. Should the Chief of the Fire Department of Fontana call upon Williams Bay Fire Department EMS personnel to assist Fontana EMS in Williams Bay, the Williams Bay EMS personnel shall provide such assistance under the direction and supervision of the Fire Chief of the Fire Department of Fontana. However, the Williams Bay personnel shall not be considered employees of Fontana and Williams Bay shall be responsible for all actions of said Williams Bay personnel as well as all benefits which may accrue to such Williams Bay personnel from providing such assistance.

11. NON-ASSIGNABILITY. This is a personal services agreement between Fontana and Williams Bay. Neither party may assign any of the obligations or rights contained in this agreement to any other party without consent of the other party.

12. AMENDMENT. This Agreement may be amended by the Parties only in writing signed by the Parties.

13. INTERPRETATION. This Agreement must be interpreted and construed reasonably and neither before for or against either of the Parties, regardless of the degree to which either of the Parties participated in its drafting. The Parties intend that the authority granted to them by Wis. Stats. § 66.0301 be interpreted liberally in favor of cooperative action between the Parties.

DATED: _____, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
~~Tina Kolls~~ Jackelyn Pankau, Clerk

DATE: _____, 2023.

VILLAGE OF FONTANA-ON-GENEVA LAKE

By: _____
Patrick Kenny, President

Attest: _____
~~Theresa Loomer, Administrator/~~ Drew
Lussow Clerk

ADDENDUM A

The “costs” to be billed by Fontana to Williams Bay shall be comprised of the following:

- 1) Those costs described in Section 8, herein.
- 2) The costs for hiring those persons described in Section 8 shall include:
 - a. Gross Salary
 - b. Employer paid taxes
 - c. Employer paid insurance including worker’s compensation insurance
 - d. The Employer cost of all employee benefits, including but not limited to, health, dental and vision insurance, life insurance and pension
 - e. The cost of uniforms and that equipment provided by employer to employee
 - f. The cost of required employee training
 - g. The cost of required employee certification or recertification
 - h. The cost of disciplinary employees and post-employment costs or claims not based on employer misconduct
 - i. Software required to maintain EMS employees and services, including but not limited to; scheduling, patient care reporting, controlled substance medication tracking, Training, National Fire Incident Reporting System (NFIRS) reporting,
 - j. Technology required to maintain EMS employees and services, including but not limited to; email licensing, Microsoft utilities, electronic Fire Station access,
 - k. Overnight accommodations including but not limited to; resources & furnishing for bunk room, day room, and kitchen/dining areas of the Fontana Municipal Building,