



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, AUGUST 23, 2023 AT 5:00 PM

**The Village of Fontana
175 Valley View Drive
Fontana-On-Geneva Lake, WI 53125**

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 Regarding Expense Rate
- V. PUBLIC COMMENTS
- VI. 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: 08/22/2023 5:00 PM

FIRST AMENDED INTERGOVERNMENTAL AGREEMENT

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

This Agreement originally effective May 1, 2022 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.

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 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.

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 as set forth in Addendum "A", attached hereto and incorporated herein by reference (the "Costs").
- b. Williams Bay shall lease 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. The lease shall be as set forth in Addendum B and Fontana shall remain the primary service provider 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. 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 located in Williams Bay unless operational needs require its presence elsewhere.

- c. All billings for Costs by Fontana for the items described in this paragraph 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 July 26, 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 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 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 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 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 8.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: July 26, 2023.

VILLAGE OF WILLIAMS BAY

By: William Duncan
William Duncan, President

Attest: Tina Kolls
Tina Kolls, Clerk

DATE: _____, 2023.

VILLAGE OF FONTANA-ON-GENEVA LAKE

By: _____
Patrick Kenny, President

Attest: _____
Drew Lussow Clerk

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DATED: _____, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

DATE: July 26, 2023.

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 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

ADDENDUM B

LEASE FOR AMBULANCE USE

This Lease Agreement (hereinafter “Agreement”) is entered on July 26, 2023 by and 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), together collectively referred to as “the Parties”

Recitals

- A. The Parties are lawfully organized and existing in municipalities under the Constitution and laws of the State of Wisconsin.
- B. Wisconsin Law provides that units of local government may contract among themselves to obtain or share services.

NOW, THEREFORE, in consideration of \$10 (ten dollars), the mutual agreement contained herein, and in consideration of the mutual obligation set forth in the current Intergovernmental Agreement between the Parties, and upon the further consideration of the recitals herein set forth, the Parties agree as follows below:

- 1. Ambulance Lease.** Williams Bay agrees to lease to Fontana an ambulance referred to as Village of Williams Bay 2022 Chevrolet Ambulance, and equipment related to the Ambulance (the “Ambulance”). Fontana shall re-stock the Ambulance with medical or other supplies used by Fontana for patient care. Fontana shall pay \$10 (ten dollars) as a first-year lease payment at the execution of this Agreement and said \$10 (ten dollar) lease shall be paid annually at renewal thereafter for its term.
- 2. Term and Termination.** The term of this Agreement shall begin on July 26, 2023 and shall be consistent with the term outlined in the Intergovernmental Agreement Village of Fontana-on-Geneva Lake and Village of Williams Bay, originally effective May 1, 2022, as amended from time to time.
- 3. Damage to Ambulance.** Fontana shall be responsible for any damage or destruction to the Ambulance when in use by Fontana.
- 4. Insurance.** Fontana represents to Williams Bay that Fontana carries liability insurance in sufficient amounts to cover Fontana’s use of the Ambulance as provided for by this Agreement.
- 5. Hold Harmless.** To the extent permitted by law, Fontana shall save and hold harmless Williams Bay from and against all liabilities, claims, and demands of whatsoever kind of nature arising out of or connected with Fontana’s use of the Ambulance and will defend at its own expense any actions against Williams Bay based thereon and shall pay all reasonable charges of attorneys and all reasonable costs and other expenses arising out of Fontana’s own negligence or intentional misconduct.
- 6. Notices.** All notices provided for in this Agreement to be given by either Party to the other shall be delivered or mailed to the respective Village Hall, as the case may be. Unless otherwise provided, a notice shall be deemed to be received by a party (A) on the date of personal service; (B) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (C) on the next business day if sent by overnight delivery service (such as Federal Express) with all fees prepared. Notice may be sent to a provided e-mail

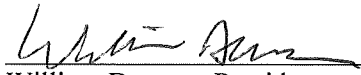
address, however, notice sent via e-mail shall be followed by notice delivered by a method described in subsections (A)-(C), unless such additional notice is waived in writing by the party receiving the notice via e-mail. If notice is affected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either party may change the designated contact by providing notice to the other party of the new information in accordance with this paragraph.

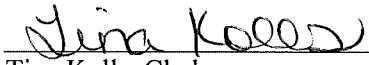
7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be as effective as delivery of a manually signed counterpart to this Agreement.
8. **Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
9. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and first written above.

DATED: July 26, 2023.

VILLAGE OF WILLIAMS BAY

By: 
William Duncan, President

Attest: 
Tina Kolls, Clerk

DATED: _____, 2023.

VILLAGE OF FONTANA-ON-GENEVA LAKE

By: _____
Pat Kenny, President

Attest: _____
Drew Lussow, Clerk

address, however, notice sent via e-mail shall be followed by notice delivered by a method described in subsections (A)-(C), unless such additional notice is waived in writing by the party receiving the notice via e-mail. If notice is affected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either party may change the designated contact by providing notice to the other party of the new information in accordance with this paragraph.

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DATE: July 26, 2023.

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