



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

PROTECTIVE SERVICES COMMITTEE MEETING

TUESDAY, FEBRUARY 11, 2025 AT 9:30 AM

Village Hall Council Room

250 Williams Street

Williams Bay, WI 53191

AGENDA

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

- I. Call to Order
- II. Roll Call
- III. Discussion and Possible Action on IGA with the Village of Walworth for the Village of Williams Bay Ambulance
- IV. Discussion and Possible Action on Amendments to the Intergovernmental Agreement (IGA) with the Village of Fontana for the Village of Williams Bay for Emergency Medical Services (EMS)
- V. Adjourn

George Vlach

Protective Services Chair

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: 02/10/2025 8:45 AM

Amended: 02/10/2025 9:00 AM

Posted: 02/10/2025 9:30 AM

INTERGOVERNMENTAL AGREEMENT

VILLAGE OF WILLIAMS BAY AND VILLAGE OF WALWORTH

This Agreement entered into between the Village of Williams Bay, Walworth County, Wisconsin, a Wisconsin municipal corporation (Williams Bay) and the Village of Walworth, Walworth County, Wisconsin, a municipal corporation (Walworth), also collectively referred to as “the Parties” both of which are pursuant to the Wisconsin Statutes.

RECITALS

A. WHEREAS, Williams Bay and Walworth wish to enter into an Agreement pursuant to which Williams Bay will provide a reserve ambulance for the Village of Walworth; and

B. WHEREAS, Williams Bay and Village of Walworth wish to clarify the rights and responsibilities of each Party in connection with the furnishing of a Williams Bay Ambulance to the Village of Walworth

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

1. PURPOSE. The purpose of this Agreement is to provide a reserve ambulance to the Village of Walworth to serve the Village of Walworth, The Village of Williams Bay, the Town of Walworth and the Village of Walworth. It is the belief of the Parties that a shared reserve ambulance can best be provided through this Agreement on a fair and cost-efficient basis; and that this Agreement will serve the interests of providing quality emergency medical service.
2. AUTHORIZATION. This Agreement is entered into pursuant to the authorization granted under sections 60.23 (1), 61.34(2) and 66.0301 Wis. Stats.
4. RESERVE AMBULANCE – Williams Bay shall provide to the Village of Walworth a 2002 Ford ambulance (Ambulance) including a cot and cot mounting hardware in accordance with Addendum A.
 - a. Walworth Fire Department shall provide a climate-controlled location in their Fire Station to store the Ambulance when not in use. Alternate storage locations may be considered upon agreement by the Parties.
 - b. Williams Bay will arrange maintenance for the Ambulance through the Village of Fontana.
 - c. Repairs costs outside of routine maintenance shall be agreed upon by the Parties prior to commitment of funds.
 - d. Walworth will make the reserve ambulance available to the Fontana Fire Department or Williams Bay Fire Department when needed as a reserve.
 - e. Walworth will provide the minimum amount of medical equipment per the State of Wisconsin Ambulance requirements.

- f. Walworth shall license the Ambulance as a transport vehicle with the State of Wisconsin
- g. If a front-line ambulance is out of service for a period greater than 30 days, the community with the stricken agency will be required to replace their front-line ambulance.

9. TERM. The term of this Agreement shall commence on _____, 2025 and remain in effect for two years, or at the time when Fontana or Walworth receive their ambulance which on order. This Agreement shall automatically renew for one additional year unless either Party provides written notice of termination to the other Party at two months advance of the end date of the Agreement Term.

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

DATED: _____, 2025. **VILLAGE OF WILLIAMS BAY**

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

DATE: _____, 2025.

VILLAGE OF Walworth

By: _____
, President

Attest: _____

ADDENDUM A

LEASE FOR AMBULANCE USE

This Lease Agreement (hereinafter "Agreement") is entered on _____, _____, 2025 by and between the Village of Walworth, Walworth County, Wisconsin, a Wisconsin municipal corporation (Walworth) 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 further consideration of the recitals herein set forth, the Parties agree as follows below:

1. **Ambulance Lease.** Williams Bay agrees to lease to Walworth an ambulance referred to as Village of Williams Bay 2002 Ford Ambulance, and equipment related to the Ambulance (the "Ambulance"). Walworth shall re-stock the Ambulance with medical or other supplies used by Walworth for patient care. Walworth 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 _____, 2025 and shall be consistent with the term outlined in the Intergovernmental Agreement Village of Walworth and Village of Williams Bay, originally effective _____, as amended from time to time.
3. **Damage to Ambulance.** Walworth shall be responsible for any damage or destruction to the Ambulance when in use by Walworth.
4. **Insurance.** Walworth represents to Williams Bay that Walworth carries liability insurance in sufficient amounts to cover use of the Ambulance as provided for by this Agreement.
5. **Hold Harmless.** To the extent permitted by law, Walworth 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 Walworth'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 Walworth'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: _____, 2025. **VILLAGE OF WILLIAMS BAY**

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

DATE: _____, 2025.

VILLAGE OF Walworth

By: _____
, President

Attest: _____
, Clerk

INTERGOVERNMENTAL AGREEMENT
VILLAGE OF FONTANA
AND
VILLAGE OF WILLIAMS BAY

This Agreement entered into on _____, 2025 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 Wisconsin 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 did previously enter into an Intergovernmental Agreement for ambulance and Emergency Medical Services dated May 1, 2022 and later amended on July 26, 2023; and

B. WHEREAS, Fontana and Williams Bay wish to enter into a new, successor Intergovernmental Agreement pursuant to which Fontana will provide ambulance and Emergency Medical Services 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.

Fontana shall, in good faith, pursue and maintain an “automatic aid” agreement with one or more municipalities as necessary so as to provide additional coverage to all portions of Williams Bay. Fontana agrees to share copies of any automatic aid agreements and mutual aid agreements affecting Williams Bay on an annual basis or as may be requested.

5. **EQUIPMENT AND PERSONNEL.** In providing ambulance and 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.** Each Party shall maintain general liability insurance with a limit of not less than five million dollars per occurrence, with coverage extending to both general liability and errors and omissions coverage, for services performed pursuant to this Agreement. Each Party shall be responsible for its own cost and expense for said insurance. Each Party shall name and endorse the other Party and its representatives, agents and employees as an additional insured in such insurance policy. Each Party shall maintain and extend insurance to all equipment owned by each Party to the extent utilized in providing services pursuant to this Agreement. Proof of said insurance shall be provided on the effective date of the Agreement and annually thereafter.

To the extent of each Party's proportionate share of negligence, each Party to this Agreement shall indemnify and hold harmless the other and its respective officers, agents and employees, from and against all claims, suits, damages, losses, costs, expenses, judgments, and liabilities, including but not limited to reasonable attorney's fees, costs and expenses, arising out of or in connection with the Party's performance of or failure to perform this Agreement, provided that any such claim, suit, damage, loss, costs, expenses, judgments, or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use

resulting therefrom, that is caused in whole or in part by any act or omission of the Party, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Except as expressly stated to the contrary herein, neither Party has any obligation to pay for any Party's legal defense costs prior to a final determination of each Party's liability or to pay any amount that exceeds the Party's finally determined percentage of liability based upon the comparative fault of the Parties and their employees, subcontractors, or anyone whose acts for which they may be legally liable.

Notwithstanding anything contained here into the contrary, neither Party to this Agreement waives the statutory limit on damages for which municipalities are liable or any defense of statutory immunity as provided by law.

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. On or before November 1 of each year, Fontana shall provide Williams Bay with a list of all charges for public service for the upcoming year. As to EMS services provided to the residents of Williams Bay, Fontana will not pursue collection of amounts for EMS charges that exceed the amount of health insurance available for said service to residents of Williams Bay. Fontana will not balance bill (insurance only billing) Williams Bay residents pursuant to the Office of Inspector General Advisory Opinion No. 06-07.

8. **COMPENSATION.** During the term of this Agreement, Williams Bay shall compensate Fontana for those costs set forth in Addendum "A" and Section 8.a herein (the "Costs"), 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; further, Williams Bay shall pay Fontana for half the cost of the Fontana Fire Chief, half the cost of the Fontana Deputy Fire Chief and half the cost of part-time EMS personnel beyond the initial fourteen FTE EMS

personnel; all said costs per this Section 8.a. are set forth more specifically in Addendum "A", attached hereto and incorporated herein by reference.

- 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 not more often than monthly, in writing, to the Williams Bay Treasurer. Williams Bay shall pay such invoices within thirty (30) days of receipt of same.
- d. In the event of the non-payment or incomplete payment of compensation, as defined herein, owed by Williams Bay to Fontana within the time period called for by this Agreement, then Fontana may then provide written notice of delinquency to Williams Bay. Said written notice shall include a demand for payment in full within seven days. If the past due payment is not received in full by Fontana within seven days of said notice, then at any time thereafter Fontana may terminate this Agreement by written notice thereof to Williams Bay.

- e. If a dispute arises between the Parties as it relates to this Agreement, or the alleged breach thereof, and if the dispute cannot be settled through direct negotiation, the Parties agree to first try in good faith to settle the dispute by mediation administered by a jointly selected mediator. The Parties shall each pay half the costs billed by the mediator for mediation services.

Any controversy or claim arising out of or relating to this Agreement, or the alleged breach thereof, not resolved through mediation shall be settled by arbitration administered by a jointly selected arbitrator. The judgment on award rendered by the arbitrator shall be binding on the Parties and may be entered in any court having jurisdiction thereof. The prevailing Party in such an arbitration shall be awarded its costs and reasonable attorney's fees, including those fees incurred during mediation. The Parties shall each pay half the costs billed by the arbitrator for arbitration services.

- f. Payments from Williams Bay to Fontana shall continue in a timely manner "under protest" during the period of any dispute arising out this Agreement or services provided by this Agreement, subject to the final outcome of mediation or arbitration.
- g. Fontana shall share, on an equal basis, funds received from other contracting municipalities for EMS services, other than funds received for Administrative Fees, for Fire Services or expenses not listed in this Agreement in Addendum "A".

9. TERM. This Agreement will commence on _____, 2025 and remain in effect for ten years until _____, 2035.

If Fontana Terminates this Agreement prior to the end date provided in Section 9, then Fontana shall continue to perform the services set forth in this Agreement for up to another six months, and on

the same terms, for as to allow Williams Bay to obtain alternate EMS coverage. In addition, Fontana shall reimburse Williams Bay for its actual cost of obtaining new EMS coverage, including, but not limited to reasonable Attorney, Consultant and start up fees. Said reimbursement shall be capped at \$50,000.00.

If Williams Bay terminates this Agreement prior to the end of the term provided in Section 9, then Williams Bay shall pay Fontana for the "Costs" of any employees hired pursuant to Section 8. a. in excess of 9, up to a limit of 13, until the end of the Term or until the number of said employees is reduced to 9 or less through attrition, whichever occurs first.

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.

10. 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, with the first meeting prior to April 1st and the second meeting prior to September 1st of each year that this Agreement remains in place. The purpose of such meetings 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.

b. Joint Emergency Services Committee. There shall be established a Joint Emergency Services Committee ("Committee"). The purpose of the Committee is to provide review and comment regarding past, current and future fire and EMS budgets

and expenditures. All Committee members shall be entitled to vote. The Committee shall be comprised of the following members:

- (1) Two representatives appointed by Fontana;
- (2) Two representatives appointed by Williams Bay;
- (3) One representative appointed by any municipality contracting for EMS services from ~~Wisconsin~~Fontana;
- (4) Fontana Fire Department Fire Chief or his or her designee.

The duties and membership of the Committee as set forth in this Agreement may be reviewed and amended by mutual agreement of the Parties.

The Committee shall meet not less than once annually and prior to October 15 each year. Additional Committee meetings may be held as needed. Committee meetings may be called at the request of any member municipality.

11. 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.

12. MISCELLANEOUS.

- a. 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 the consent of the other Party to this Agreement.
- b. Amendment. This Agreement may be amended by the Parties only in a written document signed by the Parties.
- c. Interpretation. This Agreement must be interpreted and construed reasonably and neither 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. sec. 66.0301 be interpreted liberally in favor of cooperative action.
- d. Public Record Law. The Parties to this Agreement agree to at all times cooperate with regard to Public Record Law requests as may be filed pursuant to Chapter 19 of the Wisconsin Statutes, including responding to each other with regard to individual record requests in a timely manner and without additional costs.
- e. HIPAA Compliance. The Parties to this Agreement shall carry out their obligations under this Agreement in compliance with the Privacy regulations set forth in Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended, in order to protect the privacy of personally identifiable protected information that is collected, processed or learned as a result of services provided pursuant to this Agreement.
- f. Notice. Any notice required to be given to either Party pursuant to this Agreement shall be provided as follows:

If notice is given to the Village of Fontana-on-Geneva Lake:

Attention Village Clerk, 175 Valley View Drive PO Box 200, Fontana, WI 53125

If notice is given to the Village of Williams Bay:

Attention Village Clerk, P.O. Box 580, Williams Bay, WI 53191

Notice shall be given either in person or by regular mail. If notice is given by regular mail, it shall be deemed received three calendar days from mailing.

- g. Articles and Headings. The Article and Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement
- h. Severability. If any provision of this Agreement shall be held or made invalid by court, decision, statute or rule, or shall otherwise be rendered invalid, the reminder of this Agreement shall not be affected thereby.
- i. Entire Agreement. This Agreement and the Addenda attached hereto shall constitute the entire contract between the Parties to this Agreement, and no representation, inducement, promise, agreement, oral or otherwise, as it pertains to the obligations set forth in this Agreement shall be enforceable.
- j. Authorization. The Parties to this Agreement, as a material inducement to enter into this Agreement, do hereby represent that all approvals required by Wisconsin Law have been fulfilled and that this Agreement has been legally approved by each Party municipality.

DATED: _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____

William Duncan, President

Attest: _____

Tina Kolls , Clerk

DATE: _____, 2025.

VILLAGE OF FONTANA-ON-GENEVA LAKE

By: _____

Patrick Kenny, President

Attest: _____

Bonnie Liptak, 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

- 3) Capital Purchases – Purchases of items needed to provide EMS services.
- 4) Fire Station Replacement – Williams Bay and Fontana shall make a good faith effort to share obligations supporting a new Village of Fontana Fire Station through the terms of this Agreement. Costs shall include construction, furnishing, and associated costs dedicated to Fire and EMS specific to administrative and training facilities
- 5) Administrative Fees – Annual administrative fees shall be billed independent of the operational and capital budget. Administrative fees will be shared equally among all municipalities contracting to be served by the Fontana Fire Department, including the Village of Fontana.

Total billed administrative fees shall be based on twenty percent of the most recent annual budgeted salaries and benefits for the Village of Fontana Administrator and fifteen percent of the most recent annual budgeted salaries and benefits Treasurer. (i.e. if split between three municipalities, each would contribute six and 2/3 percent for the Village Administrator expense and 5 percent of the Village Treasurer expense)

- 6) Reconciliation. At the end of each calendar year Fontana shall compare actual Fontana Fire Department Fire and EMS operating expenses to the annual budget and compare to the Williams Bay “costs” as paid by Williams Bay to Fontana for said calendar year. Fontana shall either reimburse the Village of Williams Bay for excess “costs” in the event actual expenses are less than annual budgeted expenses or bill the Village of Williams Bay for the deficiency in the event that actual expenses exceed the annual budget expenses.
- 7) The Parties agree to work together in good faith in order to reach agreement in the event that Williams Bay chooses to add fire protection services from Fontana.

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 Patties"

Recitals

- A. The Patties 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 Patties, and upon the further consideration of the recitals herein set forth, the Patties 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 patties have executed this Agreement on the day and first written above.

DATED: _____, 2023.

VILLAGE OF WILLIAMS BAY

By: _____

Attest: _____

DATED: _____, 2023.

VILLAGE OF FONTANA-ON-GENEVA LAKE

By: _____

Attest: _____