



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

FINANCE & PERSONNEL (F&P) COMMITTEE MEETING

MONDAY, FEBRUARY 17, 2025 AT 6:15 PM

Village Hall Council Room

250 Williams Street

Williams Bay, WI 53191

There may be a quorum of Village Trustees present, no board business will be conducted.

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 Intergovernmental Agreement (IGA) with the Village of Walworth for the Village of Williams Bay Ambulance
- IV.** Adjourn

Lowell Wright
Finance & Personnel 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: 02/14/2025 5:00 PM

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