

Cornell Area Ambulance Service

**A JOINT MUNICIPAL DEPARTMENT FORMED BY
INTERGOVERNMENTAL COOPERATION AGREEMENT**

BY AND BETWEEN

**THE CITY OF CORNELL
THE TOWN OF ARTHUR
THE TOWN OF BIRCH CREEK
THE TOWN OF CLEVELAND
THE TOWN OF COLBURN
THE TOWN OF EAGLE POINT
THE TOWN OF ESTELLA
THE TOWN OF LAKE HOLCOMBE
THE TOWN OF RUBY**

CORNELL AREA AMBULANCE SERVICE

INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF CORNELL AND THE TOWNS OF ARTHUR, BIRCH CREEK, CLEVELAND, COLBURN, EAGLE POINT, ESTELLA, LAKE HOLCOMBE AND RUBY

This Agreement is made and entered into by and between the City of Cornell and the Towns of Arthur, Birch Creek, Cleveland, Colburn, Eagle Point, Estella, Lake Holcombe and Ruby, each of which is organized as existing under the laws of the State of Wisconsin, which are signatory to this Agreement (the "Member Municipalities").

RECITALS

WHEREAS, under Sections 60.565 and 62.133 of the Wisconsin Statutes each of the Member Municipalities is authorized to provide ambulance services for its residents; and

WHEREAS, the Member Municipalities are authorized by Section 66.0301 of the Wisconsin Statutes to enter into contracts for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, prior to this Agreement, the Member Municipalities had, by intergovernmental cooperation agreement, established a non-profit corporation under Chapter 181 of the Wisconsin Statutes to provide ambulance services for their residents; and

WHEREAS, due to certain difficulties with the organization of the corporation and to recent changes in the law that make organization as a corporation a less desirable alternative than a municipal department, the Member Municipalities have agreed to dissolve the corporation; and

WHEREAS, the Member Municipalities, acting for their benefit and for the health, safety and welfare of their citizens, deem it to be in their mutual interests to join together to form the Cornell Area Ambulance Service under Section 66.0301 of the Wisconsin Statutes to be generally governed by the Cornell Area Ambulance Service Commission (the "Commission") and to provide ambulance services for their residents.

NOW THEREFORE, for and in consideration of the benefits, covenants, and agreements set forth in this Agreement, the parties agree as follows:

ARTICLE 1 - CORNELL AREA AMBULANCE SERVICE

Section 1.1 Establishment. The Cornell Area Ambulance Service (the "Ambulance Service") is hereby created to provide ambulance services to the Member Municipalities. The Ambulance Service shall be governed by a Commission as set forth by the terms of this Agreement.

Section 1.2 Composition/Voting. The Commission shall consist of one representative from each Member Municipality. Each representative shall be called a Commissioner and shall have one vote.

Section 1.3. Appointment of Commissioners. Each Member Municipality, by municipal board action, shall appoint a Commissioner. Commissioners are to be appointed in the month of May with offices to run from June 1 through May 31 of every other year. The initial Commissioners shall be directors of Cornell Area Ambulance, Inc. at the time of its dissolution and will proceed to organize the Ambulance Service and operate the same until successors are elected by their respective municipal boards.

Section 1.4 Term. The terms for each appointed Commissioner shall be two (2) years. In the event of the death, resignation, or removal of a Commissioner, the Member Municipality entitled to appoint that representative shall appoint a successor to fill the unexpired term of said individual. Two (2) consecutive absences from scheduled regular meetings of the Commission shall constitute a vacancy under this section. If a Member Municipality does not appoint a Commissioner, the Commission shall continue to operate, but that Member Municipality will not have the vote of the absent Commissioner.

ARTICLE 2 - POWERS AND DUTIES OF COMMISSION

Section 2.1 Limitation. The powers of the Commission are limited to those powers expressly granted by this Agreement.

Section 2.2 Management of Service. The Commission shall govern, manage and supervise the operation of the Ambulance Service and carry out the provisions of this Agreement. Consistent with the provisions of this Agreement, the Commission shall adopt such rules and regulations as are necessary to carry out its responsibilities, including but not limited to personnel rules and operating policies and rules.

Section 2.3 Equipment. The Commission shall be responsible for the maintenance, replacement and upgrading of all ambulance equipment.

Section 2.4 Books and Records. The Commission shall see to it that complete and accurate books and records are kept and maintained of all income and expenditures arising from the operation of the Ambulance Service; that minutes of the proceedings of the Commission, or any committee with the authority of the Commission, are kept; and that, if necessary, an annual audit of the service accounts by a reputable certified public accounting firm experienced in conducting municipal audits is performed. Any books, records or minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. All relevant books and records of the Ambulance Service must be open for public inspection at any reasonable time.

Section 2.5 Charges for Services. The Commission shall set fees for providing ambulance services to the residents of the Member Municipalities and the Ambulance Service shall be responsible for directly billing said residents. The Commission may take any steps it deems necessary for the collection of amounts owed to it by residents of Member Municipalities.

Section 2.6 Budget. The Commission shall adopt a budget as provided in Article 5 below.

Section 2.7 Employees. The Commission shall employ such persons as deemed necessary by the Commission, incur the costs of reimbursing such employees on terms as approved by the Commission and pay any and all taxes that may arise out of said employment.

Section 2.8 Salaries. The Commission shall fix salaries, personnel rates, or any other employee benefits. Salaries shall be reviewed at least annually as part of the budgeting process.

Section 2.9 Supervision. The Commission shall supervise all Ambulance Service officers, agents and employees and see to it that their duties are properly performed.

Section 2.10 Contracts. The Commission shall prepare any necessary contracts for Member Municipalities and enter such other contracts as are necessary to carry out Commission duties and responsibilities.

Section 2.11 Legal Counsel. The Commission may retain legal counsel to advise the Commission on all matters concerning the Commission and the operation of the Ambulance Service.

Section 2.12 Insurance. The Commission shall procure and maintain adequate liability, hazard and property insurance to protect the Member Municipalities from liability; to protect the Ambulance Service from loss; and to protect employees from harm or liability.

Section 2.13 Contracts for Service. The Commission, in its discretion, may approve contracts for service with non-member municipalities or other non-participating groups. Such contracting parties shall be known as subscribers. Through such contracts, the Ambulance Service may provide ambulance services to a subscriber for a fee as determined by the Commission. A subscriber for service would hold no ownership interest in any assets of the Ambulance Service, would have no voting rights at meetings, and would not be entitled to representation on the Commission. No contract for service may be entered into if it would impair the ability of the Ambulance Service to provide ambulance services to Member Municipalities.

ARTICLE 3 - MEETINGS

Section 3.1 Regular Meetings. The Commission shall meet at least quarterly for the transaction of its normal business, with the first meeting to be held on the third Wednesday of January, 2010, and each third month thereafter, unless otherwise changed by the Commission by resolution.

Section 3.2 Special Meetings. Special meetings of the Commission may be called at any time by any member of the Commission.

Section 3.3 Quorum. A majority of the Commissioners then-serving shall constitute a quorum. If a Commissioner cannot attend a meeting, said Commissioner may designate another person to attend and vote by written proxy. If a quorum is present, the affirmative vote of the majority of the Commissioners at the meeting and a tally of the vote on the subject matter shall be the act of the Commission.

Section 3.4 Annual Meeting. The annual meeting shall be held in the month of April of each year but may be altered by the Commission to a date not more than two weeks prior to or after April 15. The annual meeting shall be the regular meeting for the month of April and any business required to be transacted at an annual meeting by law or this Agreement can be transacted at such regular meeting.

ARTICLE 4 - OFFICERS

Section 4.1 Elections. The Commission shall organize and elect from its members a President and a Vice President. The Commission shall also elect a Secretary and a Treasurer that may, but need to be, members of the Commission. Officers shall hold office for a two (2) year term.

Section 4.2 Resignation and Removal. Any officer may be removed from office with or without cause by the Commission. Any officer 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 in office may be filled by appointment by the Commission. The officer appointed shall serve for the remainder of the term of the officer replaced.

Section 4.3 Duties. The duties of the officers are as follows:

- a. **President.** The President shall be the chief executive officer of the Commission, and, subject to the control of the Commission, shall generally supervise all of the business affairs of the Ambulance Service; preside at all meetings of the Commission; see that the orders and resolutions of the Commission are carried out; and sign all leases, mortgages, deeds and other written instruments. The president shall serve notice of the meetings of the commission and of the members; keep appropriate records showing the commission members of the Ambulance Service along with their contacts.
- b. **Vice President.** The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Commission.
- c. **Secretary.** Does not need to be a commissioner. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Commission and of the members.
- d. **Treasurer.** Does not need to be a commissioner. The Treasurer shall monitor compliance with year to date budget requirements; assist with collecting and investing Ambulance service funds, paying of debts, and all

duties of payroll accounting. Review and verify all accounting procedures; and shall provide such other reports and perform such other duties as required by the Commission.

Section 4.4 Compensation. Compensation of officers shall be established by the Commission by resolution and shall be reviewed at least annually as part of the budgeting process.

ARTICLE 5 - BUDGET

Section 5.1 Annual Budget. The annual budget for the Ambulance Service shall be determined by the Commission, except that the final budget adopted by Cornell Area Ambulance, Inc. shall serve as the initial budget for the Ambulance Service. Every subsequent budget shall be determined by the Commission prior to the third Wednesday of October of each year, it being necessary that the Ambulance Service budget be determined in advance of the respective Municipal Member budgets. The Operating Manager shall present his or her respective budget request to the Commission at this time.

Section 5.2 Cost Sharing. Every year, each Member Municipality shall pay to the Ambulance Service an amount equal to its current population times a per capita charge, such charge to be established by the Commission. Said computation shall be based on the most current population estimates provided by the Wisconsin Department of Administration. Each Member Municipality shall pay its amount in a manner determined by the Commission. The contributions made by all Member Municipalities shall be held in a special segregated account pursuant to Section 6.4 below. Any interest arising therefrom shall be credited to the Ambulance Service.

ARTICLE 6 - ASSETS

Section 6.1 Ownership. All equipment, vehicles and other property held, acquired or purchased by the Ambulance Service shall be the property of the Commission. Ownership of all such property shall be titled in the name of the Cornell Area Ambulance Service.

Section 6.2 Control of Property. The Commission shall have exclusive charge and custody of all equipment owned or leased by it.

Section 6.3 Debt or Real Property Acquisition. The Commission shall, by majority vote, have the authority to borrow money for capital improvements or emergency operations.

Section 6.4 Accounts. All monies of the Commission, other than the Fundraiser Account described in Section 6.5 below, shall be kept in a public depository or depositories designated by the Commission. All funds of the Ambulance Service shall be considered public deposits. The Commission shall maintain a system of accounting in conformity with generally accepted accounting methods. An annual report shall be furnished to each of the Commissioners and to the Clerk of each of the municipalities. This report shall be filed at the annual meeting.

Section 6.5 Fundraiser Account. Pursuant to Wis. Stat. § 66.0608, all funds that are raised by employees of the Ambulance Service through fund-raising activities, donations, and similar sources, and/or donations to any Member Municipality restricted to Ambulance Service use ("Volunteer Funds"), shall be kept in a public depository or depositories designated by the Commission segregated from the other monies of the Commission. The employees of the Ambulance Service, through the Operating Manager, or his or her designated representative, shall have exclusive control over the expenditure of Volunteer Funds, subject to any restrictions imposed by the donors or the organizational documents for the Ambulance Service. Expenditures withdrawn from the Fundraiser Account shall be made only upon majority vote of the employees of the Ambulance Service, provided that withdrawals and expenditures from the Fundraiser Account may be made for any purpose that promotes the ability of the Ambulance Service to provide the services for which it is organized.

Section 6.6 Expenditures. The Commission shall have exclusive charge and control of the expenditure of any monies appropriated to the Ambulance Service other than expenditures under Section 6.5 above. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Ambulance Service shall be signed by such officer or officers, agent or agents of the Ambulance Service and in such manner as shall from time to time be determined by the Commission.

ARTICLE 7 - ADMISSION OF NEW MEMBERS

The Member Municipalities may, at the annual meeting or at a special meeting called by the Commission, admit new municipalities to the Ambulance Service by majority vote. Such new members shall be subject to the terms of this Agreement and all rules and regulations of the Ambulance Service.

ARTICLE 8- WITHDRAWAL AND DISSOLUTION

Section 8.1 Voluntary. Any Member Municipality may terminate membership effective at the end of any calendar year by giving written notice to the Secretary of the Commission no later than September 30th of that year.

Section 8.2 Involuntary. Membership of any Member Municipality may be terminated upon the unanimous vote of the remaining Member Municipalities with reason or for cause.

Section 8.3 Remaining Operating Costs. Any Member Municipality removed pursuant to Section 8.1 or 8.2 above shall remain liable for its assessed share of operating costs for the remainder of that year, but shall have no further liability for operating costs.

Section 8.4 Distribution Upon Withdrawal. Any Member Municipality removed pursuant to Section 8.1 or 8.2 above shall be entitled to a distribution equal to fifty percent (50%) of its share of the net worth of the Ambulance Service's assets. The value of each Member Municipality's share shall be determined by multiplying the total value of the Ambulance Service's assets by a fraction, the numerator of which is the withdrawing Member Municipality's current population served and the denominator of which is the total population served of all the Member Municipalities, based upon the most current population estimates provided by the Wisconsin Department of Administration.

Section 8.5 Payment of Distribution. The Ambulance Service may pay the distribution required upon withdrawal pursuant to Section 8.4 above in seven (7) equal consecutive annual payments, without interest, commencing one (1) year from the effective date of withdrawal, provided however, that the total annual distributions required upon the withdrawal of one or more Member Municipalities, whether said municipalities withdraw during the same year or in separate years, shall not exceed Four Thousand Dollars (\$4,000). In the event that the total annual distributions required upon withdrawal of one or more Member Municipalities exceeds Four Thousand Dollars (\$4,000), the number of consecutive annual payments to be made shall be increased so as to reduce the total annual payments to be made to all withdrawn Member Municipalities to Four Thousand Dollars (\$4,000).

Section 8.6 Dissolution.

- a. The Ambulance Service may be dissolved by a two-thirds (2/3) vote of the Member Municipalities. In the event that the Ambulance Service is dissolved, except as provided in subsection 8.6(b) below, the business, property and assets of the Ambulance Service shall be divided and distributed to each of the Member Municipalities in proportion to their respective interests in the Ambulance Service.

The value of each Member Municipality's interest in the Ambulance Service shall be determined in accordance with Section 8.4 above as if each Member Municipality was withdrawing from the Ambulance Service.

- b. Notwithstanding the preceding paragraph, upon the dissolution of the Ambulance Service, any assets held in the Fundraiser Account described in Section 6.5 above shall be distributed to one more charitable organizations or public bodies as may be selected by the majority of the employees of the Ambulance Service to be used to serve the public welfare of the community.

Section 8.7 Valuation of Assets. Any dispute which may arise with respect to the Ambulance Service's assets for the purposes of withdrawal or dissolution shall be resolved by appraisal. The objecting Member Municipalities shall select an appraiser and the remaining Member Municipalities shall select a second appraiser. These two (2) appraisers shall select a third appraiser. The fair market value of the assets in dispute shall be determined by a majority of said appraisers, provided, however, that if a majority of said appraisers cannot agree upon a fair market value, then either party may petition a court of competent jurisdiction to determine the fair market value. The value so determined shall be binding upon all parties with each side paying the cost of its respective appraiser and one-half (½) of the cost of the third appraiser.

ARTICLE 9 - OPERATING MANAGER

Section 9.1 Duties and Responsibilities. The Commission may hire an Operating Manager who shall have following responsibilities

- a. Responsibility for day-to-day operations of the Ambulance Service;
- b. Prepare and present quarterly reports to the Commission;
- c. Assist Treasurer with posted budgets for consideration by the Commission;
- d. Evaluate personnel, vehicles, supplies, equipment and services available to the Ambulance Service and make recommendations for their purchase or hiring by the Commission.
- e. Purchase supplies and equipment for the Ambulance Service, provided that no single purchase shall exceed Fifteen Hundred Dollars (\$1500) and the total purchases the Operating Manager can make during any year without the Commission's approval shall not exceed Twelve Thousand Dollars (\$12,000).
- f. Perform such other duties as assigned by the Commission.
- g. Make all reports required to state agencies and the Member Municipalities.

Section 9.2 Assistant Operating Manager. The Commission may hire an Assistant Operating Manager who shall perform the duties and responsibilities of the Operating Manager in the event he or she is unable or unwilling to act.

Section 9.3 Compensation. Compensation of the Operating Manager and the Assistant Operating Manager shall be established by the Commission by resolution and shall be reviewed at least annually as part of the budgeting process.

Section 9.4 Qualifications. The Operating Manager and Assistant Operating Manager shall be licensed by the State of Wisconsin as an Emergency Medical Technician ("EMT"), or a more advanced license, with at least five (5) years of experience.

ARTICLE 10 - MISCELLANEOUS

Section 10.1 Amendment. This Agreement may be amended at any time by an instrument in writing executed by the authorized officers of all the Member Municipalities supported by certified copies of each municipal resolution duly adopted by a majority vote of the municipal governing board of each Member Municipality.

Section 10.2 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute the same agreement.

Section 10.3 Entire Agreement. This Agreement constitutes the entire and complete agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings between the parties to this Agreement regarding the subject matter of this Agreement.

Section 10.4 Notices. Notices for meetings of the Commission shall be governed by the Open Meetings Law of the State of Wisconsin.

Section 10.5 Procedural Rules for Meetings. All meetings of the Commission, or sub-committees thereof, shall be governed by current Robert's Rules of Order.

Section 10.6 Prohibition Against Assignment. Neither Member Municipalities nor the Commission may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member Municipality shall have any right claim or title to any part, share, interest, fund or asset of the Commission.

Section 10.7 Severability. Each Provision of this Agreement shall be considered severable, and if for any reason any provision or provisions of this Agreement are determined to be invalid or contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid.

2010 – Originally drafted by Ruder Ware, L.L.S.C. - Eau Claire, WI 54701
Sept. 2023- April 2024 – Amended and adopted by resolution the following by CAAS
Commission Board:

1. 4.1 Elections - striking of ‘New Elections shall be held annually’
2. Section 4.3 Duties
3. Section 9.1 Operating Manager