

Intergovernmental Agreement
Sugar River Emergency Medical Services District
June 30, 2026 – December 31, 2036

Village of Belleville
Village of New Glarus
Town of New Glarus
Town of Exeter
Town of Montrose
Town of Brooklyn
Town of Oregon

Adopted: _____

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Agreement

Pursuant to Section 66.0301 of the Wisconsin Statutes and in consideration of the mutual covenants hereinafter set forth, the Villages of Belleville and New Glarus and the Towns of New Glarus Exeter, Montrose, Brooklyn and Oregon, hereinafter referred to individually as a “Municipality”, and collectively as the “Municipalities”, hereby agree as follows:

Section I: Emergency Medical Service District Created

1.1 Creation. The Sugar River Emergency Medical Services District, hereinafter referred to as the “District”, shall consist of all lands within the Villages of Belleville and New Glarus along with the Towns of New Glarus, Exeter and Montrose and partial lands in the Towns of Brooklyn and Oregon is hereby created.

(A) Village of Belleville. All the area within the corporate limits of the Village of Belleville, Dane and Green Counties, Wisconsin

- (B) Village of New Glarus. All the area within the corporate limits of the Village of New Glarus, Green County, Wisconsin
- (C) Town of New Glarus. All the area within the corporate limits of the Town of New Glarus, Green County, Wisconsin
- (D) Town of Montrose. All the area within the corporate limits of the Town of Montrose, Dane County, Wisconsin
- (E) Town of Exeter. All the area within the corporate limits of the Town of Exeter, Green County, Wisconsin
- (F) Town of Brooklyn. The South 1/2 of Section 7 and the whole of Section 18 in the Town of Brooklyn, Green County, Wisconsin
- (G) Town of Oregon. Section 18, 19 and 30 in the Town of Oregon, Dane County, Wisconsin

1.2 Purpose. The District shall provide for the administration of Emergency Care Procedures, and to provide transportation for sick, disabled, and injured person(s) to institutions providing health services. The provision of services shall be guided and governed by Wis. Stat §§ 60.23(1), 60.565, 61.34(1), 61.64, and 66.0301.

Section II: Management of the District

- 2.1 Board. The Sugar River Emergency Medical Services District Board, hereinafter referred to as the “Board”, is hereby created to set policy and provide direction for the District.
- (A) Appointment. The Board shall consist of seven (7) board members, one from each municipality, with each member having equal voting authority. Municipalities that decide to contract with this district for emergency medical services are not entitled to a board seat unless they are formally added to the District as an official member. See section 6.2
 - (B) Term. Each municipal appointed board member shall be appointed to serve a term as designed by the respective Municipality.
 - (C) Removal. Any municipal appointed board member may be removed by the appointing Municipality.
 - (D) Vacancies. Vacancies shall be filled for the remainder of the term. A Municipality must fill any vacancy in the Board created by death, relocation outside of the Municipality where appointed, resignation, or removal of its appointee within forty-

five (45) days of the creation of such vacancy. In the event that the Municipality is unable to fill the vacancy within this time-period the Village President, Town Chairperson or their designee shall serve until a replacement is appointed by the Municipality.

(E) Compensation. Board members shall receive no compensation from the District for attendance at Board meetings or for any time spent on Board business.

(F) Officers. The Board shall annually elect a Chairperson, Vice Chairperson, Secretary, and Treasurer to serve in that position starting at the first regular meeting in June.

(1) Chairperson. The Chairperson shall represent a municipality whose full territorial area is part of the District. The Chairperson shall preside at all meetings of the Board; ensure that all the actions of the Board are effectuated; execute all documents authorized by the Board; and do all the things prescribed from time to time by the Board.

(2) Vice Chairperson. The Vice Chairperson shall represent a municipality whose full territorial area is part of the District. The Vice Chairperson shall perform the duties of the Chairperson in the event of the absence or disability of the Chairperson. The Vice Chairperson shall perform such other duties as may be prescribed from time to time by the Board.

(3) Secretary. The Secretary may be a non-Board member. If the Secretary is a member of the Board, they shall have voting rights and will not receive compensation. If the Secretary is selected from outside the Board, they shall not have voting rights and may receive compensation. The Secretary shall keep a complete record of the transactions and proceedings of the District and shall have other responsibilities prescribed by the Board from time to time.

(4) Treasurer. The Treasurer may be a non-Board member. If the Treasurer is a member of the Board, they shall have voting rights and will not receive compensation. If the Treasurer is selected from outside the Board, they shall not have voting rights and may receive compensation. The Treasurer shall establish and act as custodian of one or more segregated funds that shall be used solely for receipts and disbursements relating to emergency medical services. The Treasurer shall see that all monies allocated to the District shall be properly received, deposited, segregated, applied and accounted for. The Treasurer shall have such additional duties as may from time to time be prescribed by the Board.

(G) Meetings.

- (1) Open Meetings. Board meetings shall be open to the public. A notice of date, time, location, and agenda will be published in the official publication(s) of each Municipality and/or posted at the prescribed locations in the municipality.
- (2) Closed Meetings. If needed, the Board may hold a closed session, per applicable Wisconsin Statutes.

2.2 Duties of the Board. Decisions of the Board shall be made by a simple majority vote of the Board members attending a meeting.

The Board, by using its best efforts and by working in cooperation with the EMS Chief shall:

- (A) Develop, review and approve an annual budget for operations and capital expenditures.
- (B) Approve the budget for the succeeding fiscal year on or before September 30th of each calendar year for review and approval by the municipalities
- (C) Host two annual budget hearings, one each in New Glarus and Belleville, to review operating and capital budget needs of the Emergency Medical Services department.
- (D) Make rules and regulations for its own proceedings and establish policy, operating procedures, and providing general direction of the EMS District, and make adequate provision for the enforcement of such rules and regulations.
- (E) Maintain books of account. The District shall: (a) have charge and custody of and be responsible for all funds of the District; and (b) receive and give receipts for monies due and payable to the District from any source whatsoever, and ensure deposit of all such monies in the name of the District in such banks, trust companies, or other depositories as shall be selected by the Board.
- (F) Review the following:
 - (1) Reports summarizing the affairs of the District;
 - (2) Monthly fiscal reports; and
 - (3) Annual audit
- (G) Make provision for the management of the District.
- (H) Make provision for the control, maintenance, acquisition, and placement of all real and personal property acquired by the District.

- (I) Establish user fees for the services provided by the District and see that all charges therefore are duly made, collected, and deposited into the account(s) of the District.
- (J) Obtain all necessary liability and property damage insurance, not otherwise provided by other agreements or contracts.
- (K) Obtain such licenses as may be required by the District to operate as an ambulance service provider.
- (L) Should any member of the Board request the Board to forward an issue to legal counsel for review, the Board shall forward the issue to counsel for a review not to exceed two (2) billable hours. The Board, by a majority vote of the voting members, may authorize legal counsel to exceed the two (2) hour limitation for a specific question. Should counsel deem additional time is necessary to review the issue, counsel will be instructed to provide an initial report to the EMS Chief and advise the EMS Chief of what additional work may be necessary to completely review or opine on the issue. The Board may by a majority vote of the voting members authorize additional review by legal counsel.
- (M) Keep records of each Municipality's equity interest in the assets of the District, in the manner provided by Section 5.2.
- (N) The Board shall review and base decisions on staffing and/or operational resource allocation based on the following:
 - (1) Monthly and annual call volumes;
 - (2) Vehicle performance, with review of maintenance either completed or needed;
 - (3) Percentage of calls requiring mutual aid response;
 - (4) Percentage of time at least one unit remains available in the system;
 - (5) District wide membership updates
 - (6) Chief, Assistant Chief and Primary officer group updates, which should include information from the training division, training center, special events, and overall District highlights.
- (O) Audit District finances annually and make these findings publicly available

2.3 Powers of the Board.

- (A) The Board shall have the power to:

- (1) Subject to compliance with Wis. Stat §§ 60.47 and 62.15, enter into contracts or agreements in the name of and for the benefit of the District with approval of all the Municipalities.
 - (2) Establish and maintain, in a bank of its choice, an EMS Fund.
 - (3) Hire/terminate and conduct performance reviews of the department Chief and Assistant Chief(s).
 - (4) Ensure that all District policies and procedures align with County, State, and Federal guidelines and regulations.
 - (5) Delegate authority to the EMS Chief (who shall serve at the pleasure of the Board) to manage the day-to-day operations of the District and carry out the powers enumerated in subsections (4) and (5) of this section.
- (B) The Board shall not have the authority to levy taxes, issue bonds, or borrow money; or to enter contracts or commit funds in excess of the budget without approval of all the Municipalities.

Section III: Board Meetings

- 3.1 Regular Meetings. The Board shall have a regular monthly meeting. Attendance of a majority of the voting members shall constitute a quorum for the purpose of transacting all business. The notice given for any meeting shall state the purpose, date, time, and place for the meeting. The chair of the Board can forego hosting a monthly District meeting in the event there are no pending action items or matters to review/discuss.
- 3.2 Special Meetings. Special meetings of the Board may be held for the purpose of transacting any business of the District upon the request of the Chairperson and/or two (2) Board members. Notice of a special meeting shall be given at least twenty-four (24) hours prior to the commencement of such meeting, unless for an emergency, in which case shorter notice may be given, but in no case may the notice be provided less than two (2) hours in advance of the meeting. Attendance of a majority of the voting members shall constitute a quorum for the purpose of transacting all business with the exception of voting for operating or capital expenditures. The notice given for any meeting shall state the purpose, date, time, and place for the meeting.
- 3.3 Who to Preside. The Chairperson of the Board shall preside at the meeting when present, but if absent, the Vice Chairperson shall preside. If both the Chairperson and Vice Chairperson are absent, the Board shall select one of the Board members present to preside.

Section IV: Expenses of the District

The District and Board will maintain its year-to-year level of monetary effort as required by 2023 Wisconsin Act 12 to avoid reduction of county and municipal aid payments.

4.1 Budget Increase Cap. The annual District budget increase over the previous year shall not exceed the Consumer Price Index (CPI) plus two percent (2%). CPI shall be determined by the U.S. Bureau of Labor Statistics as of August 1st of the current year.

4.2 Operating Expenses.

(A) Defined. The term “operating expense” shall mean and include any expense paid or accrued during the fiscal year which is attributable to the actual day-to-day operations of the District including but not limited to expense for salaries, rent, utilities, repairs or equipment, fuel and insurance. If any questions arise regarding whether any expenditure or expense is an “operating expense” or a “capital expenditure” the matter shall be resolved by the application of generally accepted accounting principles. Notwithstanding the foregoing, any single expenditure of less than \$5,000 shall be an “operating expense”.

(B) Payment. All operating expenses shall be paid from the income of the District. If the District income is not sufficient to meet the operating expenses, each municipality shall pay their fair share of the operating expenses, which is determined by same calculation used for the budget apportionment.

4.3 Capital Expenditures.

(A) Defined. The term “capital expenditure” shall mean all expenses for acquisition of physical assets not included as operating expenses, and includes any expenditure made or liability accrued in the amount of \$5,000 or more for a physical asset which has a useful life in excess of one (1) year or which extends the life of a physical asset more than one (1) year beyond its current useful life.

(B) Non-Budgeted Capital Expenditures. Any non-budgeted capital expenditure shall require a majority vote of the Board, and a unanimous vote of the Municipalities.

(C) Apportionment. Each municipality’s proportion of a capital expenditure shall be determined at the time of approval of purchase. Proportion shall be determined with percentage rounded to the nearest two decimal points.

(D) Bid Requirement. All capital expenditure items above \$100,000 may not be approved without a bid. Where possible, multiple bids are preferred for review

(E) Ten-Year CIP. The District must maintain a 10-year capital improvement plan, that will be prepared by the EMS administration and modified as needed annually

- 4.4 Annual Budget Process. The EMS Chief shall submit their annual recommended operating and capital budget by September 1st. The Board shall review and recommend for approval the Emergency Medical Services operating and capital budget requests by September 30th.

There shall be a joint meeting of the Board and the Municipalities on or before October 30th for final approval of the operating and capital budget. The annual operating budget and capital expenditures will be deemed to have passed when it has been approved by a majority of the Board.

If the Municipalities have not passed the proposed budget by December 1st, the previous year's budget less capital expenditures will be used, except that budget increases previously approved by all Municipalities for salaries and benefits, may increase in accordance with the previous year's approval.

- 4.5 Budget Amendments. No changes in the amounts of the various appropriations and the purposes of such appropriations as stated in the budgets finally approved shall be made unless approved unanimously by the Board.

- 4.6 Undesignated Funds. The EMS Fund shall have its own undesignated fund. Monies not expended by the end of the fiscal year shall be placed into the individual undesignated fund. The Board may utilize the excess funds for operating budget shortfalls or for cash deposits for capital expenditures. The use of the undesignated fund must be approved unanimously by the Board.

- 4.7 Budget Apportionment. For the first three years of the term of this agreement, each municipality shall contribute funds to the approved District operating budget in the proportion of that municipality's current population within the District, to the current population of the District, by using the most recent population figures as provided by the Wisconsin Department of Administration (DOA) as determined for purposes of state tax sharing and Wis. Stat. Ch. 79.

Beginning in the fourth year and extending through remaining duration of this agreement, cost apportionment will be determined by a formula consisting of a rolling average of the previous three years of EMS call volume, equalized value, and the population of each participating municipality. Each municipality's portion of the budget is determined by an apportionment percentage derived from the average of population percentage, share of equalized value plus EMS calls for service in that respective township/village.

For Example: If a municipality has 30% of the population of the district, 40% of the equalized value of the district and 50% of the call volume, it would pay 40% of the District's annual budget.

- 4.8 Time for Payment. The Municipalities shall pay their proportionate share of each operating budget, as billed, to the District Treasurer in two (2) installments: (a) fifty percent (50%) shall be paid by February 15th of each year; and (b) fifty percent (50%) shall be paid by September 15th of each year.
- 4.9 Application of Innovation Fund Monies. All participating municipalities of this EMS District agree to dedicate any grant revenues awarded related to this EMS project via the Wisconsin Innovation Fund directly to EMS related expenses.

Section V: Ownership of Assets

- 5.1 District Owns. The title to all property whether real or personal and regardless of how it is obtained shall vest in the District.
- 5.2 Equity of Previous EMS District/Municipalities. Each Municipality shall be deemed to have an equity interest in the assets of the District. The value of assets obtained prior to the creation of this new district, as previously acquired by the Belleville, Montrose, Exeter Fire and EMS District, shall remain solely with those member municipalities. An appraisal of the Belleville EMS Station at 480 River Street shall be completed prior to the effective date of this agreement. Equity of assets acquired by this new district will be determined by multiplying the current value of each asset by the appropriate budget apportionment at the time the asset was purchased. Equity interests shall be reduced to reflect depreciation of the assets on the straight-line basis. The Municipalities shall have no equity interest in assets of the District acquired by gift or donation except in the event that the District is terminated.
- 5.3 Earned Equity of Newly Added Municipalities. Any municipality joining the District after the effective date of this Agreement shall only be eligible for equity interest of an asset if the municipality participated in the purchase of said asset or provides assets when joining.
- 5.4 Start-up costs of Newly Added Municipalities. Start-up costs to a new municipality entering into this Agreement and the District will be determined through negotiations at the time of entry and are subject to unanimous approval by all District Municipalities.
- 5.5 Disposition of EMS District Property. The Municipalities acknowledge that this Agreement will dissolve the EMS District previously created by the Municipalities in order to create a new EMS District. All property owned by the previous EMS District located at 480 River Street, Belleville, WI 53508 (the EMS facility location) shall be transferred to the new Sugar River EMS District created by this Agreement upon executing this Agreement. The real property in which the current EMS facility is located (Dane County parcel 050834187551) shall be conveyed to the EMS District upon executing this Agreement.

Section VI: Contracting with Third-Party Municipalities

- 6.1 Contracted Services. Upon request of a third-party municipality, the District may enter into agreements providing emergency medical services to non-member municipalities. The contract shall be negotiated between the non-member municipality and Board. Approval of the contract shall require a two-thirds vote by members of the Board. A third-party municipality solely contracting for service shall not have any equity interest in the assets of the District.
- 6.2 New District Membership. A portion or entirety of any city, village, or township may petition to join the District at any time. New members shall adhere to the provisions outlined in this agreement, including having representation on the District Board and expense sharing as outlined in this agreement. Approval of any new participating member is subject to approval by member municipalities.
- 6.3 Budget Apportionment. Any future contract to provide emergency medical services to a non-member municipality shall require that the third-party municipality pay the District based on the funding formulas described in Section 4.4, except that the Board, when it determines that it is in the best interest of the public, may use a different funding formula with the third-party municipality.

Section VII: Withdrawal from the District

- 7.1 Notice Required. A Municipality may only withdraw from the District at the end of a fiscal year (the District's fiscal year shall be the calendar year) only if the withdrawing Municipality has provided written notice to the Board and each participating Municipality prior to January 1st of that fiscal year. Any municipality providing this one-year notice of intent to withdraw will continue to receive EMS service from the district while still being responsible for its share of costs to provide that service consistent with the formula outlined in this agreement. If all Municipalities or all but one Municipality provides a notice to withdraw, then at the end of the fiscal year provided by the first notice, the District shall terminate as provided in Section VIII.
- 7.2 Distribution to Withdrawing Municipality.
- (A) Definitions.
- (1) For the purposes of this section, the generally accepted accounting principles in place at the end of the fiscal year shall govern all calculations.
 - (2) The term "assets" shall include, but not be limited to, cash, accounts receivable, and equipment.
 - (3) The term "equipment" shall include all tangible property. The value of equipment at the time of withdrawal will be calculated.

(B) Audit.

- (1) Upon withdrawal, the previous year's audit shall be used to determine the assets and liabilities of the District.

(C) Calculations.

- (1) Equipment will be valued at the existing value as of the date of the withdrawal. Equipment shall be calculated as the purchase price of the equipment and less depreciation using straight line depreciation as determined by the auditors.
- (2) Any item listed with an anticipated useful life of less than one (1) year will be considered an operating expense.

- (D) Commencing on the date of withdrawal and continuing for twelve (12) months after withdrawal, cash and accounts receivable attributable to the withdrawing Municipality, for periods prior to the date of the withdrawal, shall be held in a separate bank account.

When the audit has been concluded, the amount due and owing the withdrawing Municipality shall be finalized shall be based on its equity in the District determined pursuant to Section 5.2.

The District will then have the option to pay out the value of the equipment either in five (5) equal annual payments with the first payment to be paid one (1) year after withdrawal or as a single lump sum to be paid within three (3) years after withdrawal.

7.3 Liability of Withdrawing Municipality.

- (A) In the event that the liabilities of the District exceed its assets at the time of withdrawal, the withdrawing Municipality shall pay that percentage of the deficit, which is determined by the withdrawing Municipality's budget apportionment calculated in the most recent year. The withdrawing Municipality shall have the option of making such payment to the District in a lump sum or in annual installments over a period not in excess of five (5) years from the date of the withdrawal. Election of the installment method shall not entitle the District to earn interest on the unpaid balance.

- (B) The withdrawing Municipality shall remain liable for its percentage of any adverse claim asserted against the District which occurred during the time the withdrawing Municipality was a member of the District.

Section VIII: Term and Termination of District

- 8.1 Term. This Agreement, as amended from time to time, shall remain in force and effect until December 31, 2036
- 8.2 Termination of District. The District may be terminated by the unanimous written consent of the Municipalities and shall be terminated if its membership drops to one (1) Municipality.
- 8.3 Distribution of Assets upon Termination. Should the district be terminated, its assets, including those acquired by gift or donation, shall be liquidated and the money remaining after payment of all the District's obligations shall be distributed to the Municipalities which are then members of the District. Each Municipality shall receive that percentage of the money, which is equal to its equity in the District determined pursuant to Section 5.2. In the event of dissolution, an appraisal will determine the value of the Belleville EMS Station at 480 River District (unless the District sold this asset throughout the course of this agreement). The difference in value between this appraisal and the one obtained at the effective date of this agreement shall inform the share of equity from this asset to members of the District.

Section IX: Dispute Resolution

- 9.1 Informal Dispute Resolution. If any municipality has a dispute concerning any of the matters in this Agreement, the Municipality asserting the dispute shall first seek to have the matter resolved informally by providing each other Municipality with a written notice stating the nature of the dispute.

If informal resolution is not reached within sixty (60) days from the date of the notice, the Municipalities agree to mediate the dispute.

- 9.2 Mediation.

- (A) The Municipalities agree to name a mediator within fourteen (14) days of the expiration of the time period to reach informal resolution. If no mediator is agreed upon within said fourteen (14) days, each Municipality shall name a third party and the third-parties so named shall pick a mediator within ten (10) days. The Municipalities shall present their dispute to the mediator within sixty (60) days of the mediator being named. Nothing in this provision shall preclude any

Municipality from filing a notice of claim or taking other action required by statute to preserve its rights under applicable notice of claim statutes.

(B) The mediator shall not have the authority to add, change, alter or modify any of the terms or provisions of this Agreement.

(C) The expense of the mediator shall be divided equally between the Municipalities.

9.3 Arbitration. Arbitration is to follow any unsuccessful mediation unless the Municipalities agree to forego mediation and proceed directly to arbitration. If any of the terms, duties, obligations, or responsibilities of this Agreement cannot be resolved via mediation, or if any Municipality believes that a provision is unenforceable or that there have been a material breach of this Agreement, the Municipalities agree that they will timely notify the others, or their successors or assigns, of any intent to seek arbitration for a final and binding declaration concerning such dispute or breach of this Agreement.

A determination of disputed matters described in this Agreement and/or whether there has been a material breach of this Agreement, will be conducted via arbitration hearing, that the arbitrator's decision to be final and binding upon the Municipalities. The Municipalities shall agree upon a single arbitrator to decide the dispute, or if no agreement on selection of an arbitrator can be reached within five (5) business days of notice of arbitration, any party may petition the Dane County Circuit Court for appointment of the arbitrator. Each Municipality shall bear equal costs of any arbitration proceeding. All other provisions of the arbitration and the conduct of the hearing shall be pursuant to Wis. Stat. Chapter 788, or its successor, unless otherwise ordered by the arbitrator or agreed by the Municipalities.

9.4 Authority of Arbitrators Limited. The arbitrators shall not have the authority to add to, change, alter, or modify any of the terms or provisions of this Agreement.

Section X: Miscellaneous Provisions

10.1 Severability. If any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof.

10.2 Non-Integration. Beginning on the Effective Date, this Agreement shall supersede any and all agreements previously made between the parties relating to the subject matter of this Agreement. Beginning on the Effective Date, all previous agreements are hereby rescinded and repealed.

10.3 Effective Date. This Agreement shall become effective June 30, 2026 (the "Effective Date").

- 10.4 Amendments. Amendment(s) to this Agreement shall require a majority vote of all board members, and unanimous approval by each Municipality.

IN WITNESS WHEREOF, the municipalities have caused this Agreement to be executed by their duly authorized officers.

Village of Belleville

Village of New Glarus

Village President

Village President

Village Clerk

Date

Town of Exeter

Town Chair

Town Clerk

Date

Town of Oregon

Town Chair

Town Clerk

Date

Town of New Glarus

Town Chair

Town Clerk

Village Clerk

Date

Town of Montrose

Town Chair

Town Clerk

Date

Town of Brooklyn

Town Chair

Town Clerk

Date

Date