

BOYCEVILLE COMMUNITY AMBULANCE DISTRICT AGREEMENT

WHEREAS, The Towns of Tiffany, Stanton, Hay River, Sherman, New Haven, and Sheridan and the Village of Boyceville all municipal corporations, (Municipalities) desire to cooperate for ambulance service in their respective municipalities; and

WHEREAS, it is deemed to be to the mutual advantage of all the municipalities to have a definite agreement as to the charges to be made for ambulance service and for the maintenance and replacement of equipment.

NOW, THEREFORE, IT IS AGREED by and between the Municipalities as follows:

1. The Villages and Towns agree to form the Boyceville Community Ambulance District Board of Directors as follows:

Each member Municipality shall appoint a member of their respective Town or Village Board that will represent the interests of the Member Municipality on the Board of Directors.

The Board of Directors shall elect from their appointed members a Chairman and Vice Chairman. The Chairman shall facilitate all meetings of the Board and the Vice Chairman shall act as Chairman in the absence of the Chairman.

The Board shall be responsible for the following activities but not limited to:

- a. General oversight and operational management of the ambulance services in conjunction with the Department Chiefs.
- b. Monthly meetings as scheduled by the Board to review and approve all payments prior to any payments being made.
- c. Coordinate operations with the Department Chiefs.
- d. Develop and propose an annual Budget for the full District approval.

- e. Develop and maintain a 5-year plan of capital improvements identifying capital needs and projected costs for capital needs of the departments.
 - f. Propose and present the 5-year plan to the District yearly with the Budget submittal for approval by the full District.
 - g. Develop and propose options to ensure ongoing service levels for general operations and option to fund the capital improvements identified in the 5 year plans as approved by the District.
2. The ambulance equipment and service shall be owned by the Boyceville Community Ambulance District.
3. Municipalities agree to pay annually an assessment which will be determined by the Ambulance District Board on the basis of the proportionate per capita population and use charge of each municipality or part of a municipality served by the ambulance service. Each year during Budget approval the District shall review the method of accounting for the District and shall have the option of notifying the Village of Boyceville that the District will secure alternative methods for maintaining the District accounts beginning with the start of the next calendar year. The District shall be responsible for the costs associated with the accounting for the District.
4. The parties hereto agree to charge for each ambulance call on the basis of a payment schedule to be drawn by the EMS Chief and approved by the Board. All charges for ambulance calls shall be paid by the individuals served payable to the designated billing service.
5. The Village of Boyceville shall provide the village fire station to house the ambulance equipment. Should the District vacate the space for more than 60 days, the obligation to provide the space shall cease.
6. The presiding officer of each municipality shall serve as a representative on the Ambulance District Board or shall appoint a representative to act in his or her place. Said Board shall engage an EMS Chief, whose responsibility it shall be to

manage the ambulance service in accordance with this agreement, state statutes, district policies and job descriptions.

7. The Village Clerk-Treasurer of Boyceville shall maintain a separate set of records needed for accurate budgeting and annual auditing purposes entitled "Ambulance District Fund". The District shall pay a fee to the Village of Boyceville for this service in an amount to be negotiated at the July quarterly meeting.
8. The District shall carry public liability and other forms of insurance as may be necessary for the protection of persons, property and the respective municipalities.
9. The District hereby agrees for and in consideration of the foregoing covenants herein contained that it will:
 - a. House the ambulance service at the Village Fire Hall in the Village of Boyceville at a fee to be negotiated, unless the service decides to relocate.
 - b. Answer all ambulance calls from any area.
 - c. In the event the ambulances are in use when an ambulance call is received, no municipality shall be liable for any damages by reason of delay or failure to answer an ambulance call.
 - d. It will maintain an accounting showing all income and expenses, which shall include housing rental, maintenance of equipment, insurance and telephones in connection with the ambulance service as well as all sums of money received by the Village Clerk-Treasurer of Boyceville, and all assessments and charges for all ambulance runs.
 - e. Develop a preliminary Budget for the October quarterly meeting to be approved at the January annual meeting. This preliminary Budget shall include projected assessment charges as well as charges for ambulance runs and other expenses needed for review by the District.
 - f. The Annual meeting of the municipalities and Boyceville shall be held on the 4th Tuesday of January in the Village Hall where the annual Budget will be reviewed and acted upon. A chair of the District shall be elected at the meeting to serve for one (1) year. The Chair shall have the responsibility and authority to approve payment of the monthly bills of the District. Quarterly meetings of the Ambulance District Board will be held

in April, July, and October of each year, the time to be set as agreeable by the majority of members. The purpose of these meetings shall be to analyze the operational costs, review the Budget, make suggestions, and plan for the future.

- g. The Clerk of each partial municipality shall furnish the Clerk-Treasurer of Boyceville an accurate census of the area served by the Agreement on or before February 1st of each year. The Clerk-Treasurer of Boyceville shall contact the Dept. of Revenue for the current population of the whole Towns and Villages served by the Boyceville Community Ambulance service.
- h. The District agrees that prior to any contemplated changes in equipment, either by adding to, replacing of, or trading of any ambulance vehicles or ambulance equipment on which they are mounted, all members of this agreement shall be notified and consulted; each member shall vote by writing either pro or con for the contemplated change, and the majority shall rule. Any purchase shall be paid for by the parties to this agreement in shares to be determined on a per capita basis of each unit of government either up front for by annual assessment.

District hereby agrees that it will continue to serve the area covered by this agreement to the best of its ability with only the following exception: that any of the Municipalities may request to detract from their given area or may terminate this Agreement upon eighteen (18) months notice to the District. Said notice shall be given by certified mail to the District, c/o the Clerk-Treasurer of the Village of Boyceville, and the area adjustment or termination request shall be presented at a meeting of all members of this Agreement. In the event any municipality terminates their participation in this agreement, the terminating municipality shall be entitled to its pro-rata share of the cash on hand, less outstanding amounts payable to the ambulance fund, pursuant to this agreement. The payments shall be made on the same basis as the payments for annual assessments.

The parties hereto do hereby represent that their respective governing bodies authorized the signing of these presents by an appropriate motion or resolution adopted at a regular or special meeting of their respective governing bodies with the understanding that it replaces all previous agreements.

THE AMBULANCE AGREEMENT FOR THE BOYCEVILLE COMMUNITY AMBULANCE DISTRICT SHALL BE REVIEWED AT ANYTIME AS DEEMED NECESSARY.

THIS AGREEMENT shall be effective on the 1st day of the month following approval of all Municipalities' Boards.

TOWN OF HAY RIVER

By: Stanley E. Andrews 8-14-12
(date)

TOWN OF NEW HAVEN

By: Roger H. Hanson
(date)

TOWN OF SHERIDAN

By: Peter Score
(date)

TOWN OF SHERMAN

By: Paul Wood 08/07/12
(date)

TOWN OF STANTON

By: Ronald E. Myer 8-14-12
(date)

TOWN OF TIFFANY

By: Thomas J. Jural 8-14-12
(date)

VILLAGE OF BOYCEVILLE

By: GK 13 AUG 12
(date)