

RESOLUTION NO. 99-012

RESOLUTION RELATIVE TO AMBULANCE AGREEMENT WITH TOWNSHIPS:

WHEREAS, the City of Portage has entered into an Agreement with the Divine Savior Hospital and Nursing Home for ambulance service;

AND WHEREAS, that Agreement recognizes that the City may enter into agreements with the Towns of Caledonia, Fort Winnebago, Lewiston and Pacific to share the cost of any shortfall that the City is otherwise responsible for under the Ambulance Service Agreement;

AND WHEREAS, attached to this Resolution is a proposed Agreement between the City and the Towns setting forth their respective rights and liabilities;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council, of the City of Portage, that the Mayor and City Clerk be and they are hereby authorized to execute the attached Agreement and to forward it to the Towns for their approval and execution.

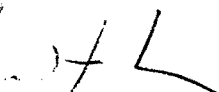
DATED this 28th day of January, 1999.



(Rita A. Maass)

Adopted: 02/04/99

Approved: 02/04/99



William Tierney, Acting Mayor

AGREEMENT

THIS AGREEMENT made this 4th day of February, 1999 by and between the City of Portage hereinafter referred to as City and the Towns of Caledonia, Fort Winnebago, Lewiston and Pacific hereinafter referred to as Towns;

WHEREAS the City and the Towns have each separately entered into an Ambulance Service Agreement with Divine Savior Hospital and Nursing Home, Inc., hereinafter referred to as Hospital;

AND WHEREAS each Agreement provides for certain duties and obligations on the part of each of the parties to those respective agreements relating to ambulance service;

AND WHEREAS the parties desire to create a unified structure within which to share the monetary responsibilities of the various Ambulance Service Agreements;

NOW THEREFORE, IT IS HEREBY AGREED by and between and the City and the Towns in consideration of mutual covenants herein as follows:

1. The City has executed an Ambulance Service Agreement wherein it was provided, among other things that the City would lease to the Hospital ambulances and related equipment necessary for the operation of the ambulance service. A schedule of the ambulance related equipment that the City has purchased and would lease to the Hospital is attached to this Agreement as Exhibit A.

2. Pursuant to the Lease Agreement, the Hospital is to pay the sum of \$82,635.00 per year, amortized on a monthly basis for a period of five (5) years at the conclusion of which, the Hospital is to have the option of purchasing the equipment at a purchase price of \$1.00.

3. In fulfilling its responsibilities to purchase the ambulance related equipment in order to lease it to the Hospital, the City of Portage will issue Notes not to exceed \$365,000.00 in General Obligation Promissory Notes. It is anticipated that the lease payments, if the Lease runs its full term, will be sufficient to pay all amounts due and owing under this borrowing.

4. As owner of the equipment, the City does hereby assign to the Towns on a per capita basis to be adjusted on January 1 of each year, its ownership interest in the Hospital ambulances and equipment purchased by the City of Portage with the initial percentage of ownership for 1999 to be as follows:

Caledonia	.0773
Ft. Winnebago	.0569
Lewiston	.0794
Pacific	.1541
Portage	<u>.6323</u>
	1.0000

5. The percentage of ownership interest that each of the parties to this Agreement have in the ambulance and related equipment shall be adjusted annually on January 1 based on population figures provided by the State of Wisconsin Department of Administration-Demographic Services Center.

6. By accepting ownership interest in the ambulance and hospital equipment, the Towns agree to be responsible on a per capita basis for the payments to pay the General Obligation Promissory Notes issued by the City as set forth above based upon the applicable percentage of ownership at the time any payments are required to be made, even if the Hospital fails to make their required lease payments.

7. In the event the Lease Agreement with the Hospital is terminated and the hospital equipment is returned by the Hospital, the City and Towns shall attempt to establish an alternate ambulance service if practicable. Failing any agreement to do so, then the ambulance and hospital equipment shall be sold and the net proceeds shall be divided according to the percentages of ownership in existence at the time such sale takes place.

8. Pursuant to the Agreement between the City and the Hospital, within 60 days of the end of the contract year of December 31 of any particular year, the Hospital shall prepare and deliver to the City a Reconciliation Statement showing expenses and revenue for the preceding contract year from the operation of the ambulance service. If the Reconciliation Statement shows that expenses exceeded revenue for the previous contract year, then the City is obligated to pay the Hospital within 30 days of the receipt of the Reconciliation Statement in an amount equal to the difference of expenses and revenue, referred to as the shortfall for the preceding contract year.

9. The Towns agree to reimburse the City any amounts due within 30 days from receipt of the notice from the City to the Towns of their respective shares of the shortfall based on population percentages, to be adjusted annually on January 1 of each year during the term of this Contract as set forth in paragraph 5.

10. The term of this Contract between the City and Towns shall run concurrently with the length of the Agreement between the City and the Hospital. In the event any of the Towns terminate their agreement with the Hospital, they shall be still be obligated under the terms of this Agreement with the City for their percentage share of any shortfall. In the event

the Ambulance Service Agreement between the City and the Hospital is hereby terminated,
then this Agreement between the City and Towns shall be terminated subject to any
requirements for payment required based on the City's annual service agreement with the
Hospital.

DATED this 4th day of February, 1999.

CALEDONIA TOWNSHIP

James Ramsay
By: James Ramsay, Chairman

Mary Williams
By: Mary Williams, Town Clerk

CITY OF PORTAGE

W. L.
By: William Tierney, Acting Mayor

Marie R. Moe
By: Marie Moe, City Clerk

FORT WINNEBAGO TOWNSHIP

William A. Schroeder, Sr.
By: William Schroeder, Sr. Chairman

Kay E. Gjavenis
By: Kay E. Gjavenis, Town Clerk

LEWISTON TOWNSHIP

Leon Hinze
By: Leon Hinze, Chairman

John J. Lathrop
By: John J. Lathrop, Town Clerk

PACIFIC TOWNSHIP

Harlan B. Horton
By: Harlan B. Horton, Chairman

Ethel A. Smith
By: Ethel A. Smith, Town Clerk