

**AMENDMENT NO. 3
TO INTERGOVERNMENTAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES (EMS)**

This Amendment No. 3 to Intergovernmental Agreement for Emergency Medical Services (EMS) (this “Amendment No. 3”) is entered into as of January 1, 2022 (the “Amendment Effective Date”), by and between Milwaukee County, a Wisconsin municipal body corporate (“County”), and (“Municipality”). Each of the County and Municipality also may be referred to herein as a “Party” and both may be referred to collectively as the “Parties.”

RECITALS:

Whereas, County and Municipality entered into that certain Intergovernmental Agreement Between Milwaukee County and [_____] For Emergency Medical Services(EMS) (2017 – 2018), effective as of January 1, 2017 (the “Agreement”), relating to the provision of a coordinated delivery system of EMS services to the residents of the County and others; and

Whereas, County and Municipality previously extended the term of the Agreement via Amendment #1: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) dated July 21, 2017, through December 31, 2020 pursuant to Article VII(E) thereof; and

Whereas, County and Municipality previously extended the term of the Agreement via Amendment #2: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) File 20-197 dated May 28th 2020, through December 31, 2025 thereof; and

Whereas, representative of the strength of the County EMS System, as proven by the robust system-wide collaboration and response to the COVID-19 pandemic; and

Whereas, the Parties desire to further amend the Agreement as more particularly set forth herein;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties herebyagree as follows:

1.0 AMENDMENT TO COUNTY FUNDING REQUIREMENTS. The subsections of Article V are hereby amended as follows:

a. The ICC EMS Formula Schedule in Article V(B) will be used to calculate the funds to be distributed to the agencies providing ALS Transport capability. Annual amounts will be specified in Exhibit A. The funding is calculated using a formula that takes into consideration population, service area, and ALS call volume. Amendment #3 adds an additional \$1.5 million dollars to the Agreement for a total contract amount of \$3.0 million dollars.

b. The recognition of a new ALS transporting agency will be defined as the agency being considered operating at full practice as an ALS agency for more than 90 days (3 months), will be eligible for County funding in the next quarterly payment.

2.0 AMENDMENT TO MUNICIPALITY REQUIREMENTS. This will serve as written notice to Milwaukee County of [_____]'s commitment to participate in the data sharing and data consolidation to advance the health of the county. The intent of the information sharing clause is not to serve as a qualifier to receive the additional distributions. It is intended as a good faith effort to gather consistent information to improve system-wide operations. Additional sources of data that contribute to the advancement of healthcare operations in Milwaukee County will be proposed to MCAFC for consensus.

3.0 MISCELLANEOUS. Except as modified by this Amendment No. 3, the Agreement remains in full force and effect. In the event of a conflict between the terms of the Agreement, Amendment No. 2, and Amendment No. 3; Amendment No. 3 shall prevail. Capitalized terms used but not otherwise defined herein shall have the meanings provided for them in the Agreement.

Signature Page Follows