

1 **INTERGOVERNMENTAL AGREEMENT BETWEEN**
2 **MILWAUKEE COUNTY AND CITY OF MILWAUKEE FOR**
3 **EMERGENCY MEDICAL SERVICES (EMS) (2017 – 2018)**
4

5 THIS AGREEMENT is entered into pursuant to Section 66.0301, Wisconsin Statutes, between
6 Milwaukee County, a municipal body corporate (hereinafter referred to as “County”), and
7 City of Milwaukee, a Wisconsin municipal corporation, pursuant to an
8 intergovernmental agreement as authorized under the provisions of Wis. Stat. § 66.0301,
9 (hereinafter referred to as “Municipality”). Together, County and Municipality, shall be referred to
10 as “Parties”.

11 **RECITALS:**

12 **Whereas**, Section 66.0301(2), Wisconsin Statute authorizes agreements between a county, city or
13 village for the receipt and furnishing of emergency medical services; and

14 **Whereas**, Chapter 256 of the Wis. Stats., Department of Health Services (DHS) Chapter 110 of the
15 Wis. Administrative Code, Department of Transportation (DOT) Chapter 309 of the Wis.
16 Administrative Code, which are incorporated by reference into this contract to define emergency
17 medical services (EMS) as set forth herein; and

18 **Whereas**, the County wishes to provide for the coordinated delivery system of EMS services to the
19 citizens of the County and others, and both Parties are willing to share in the costs of the program;
20 and

21 **Whereas**, the County, the Fire Chiefs of Milwaukee County, the Intergovernmental Cooperation
22 Council (ICC), and the contracted-for-service Medical Director and associated health system, all
23 desire that fire-based emergency medical services provide for the most efficient and seamless
24 provision of quality emergency medical care to the residents and visitors of Milwaukee County; and

25 **Now therefore**, in consideration of the objectives of the Parties and the mutual benefits accruing to
26 the Parties from performance of the covenants herein made, it is mutually agreed that this
27 Agreement sets forth their respective responsibilities in conjunction with the provision of
28 Emergency Medical Services within Milwaukee County.

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30 **ARTICLE I. PURPOSE AND SCOPE**
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32 A. The Parties enter into this Agreement for the purpose of providing EMS Services to the
33 citizens and visitors of Milwaukee County, which may include (check all that apply):

34 Advanced Life Support (ALS) services at the paramedic level (also hereinafter referred
35 to as “paramedic service”), and/or

36 Basic Life Support (BLS) services, and/or, (also hereinafter referred to as “BLS
37 service”), and/or

38 Advanced Emergency Medical Technician (AEMT) services.

39 The Parties agree that the Municipalities in Milwaukee County, the Milwaukee County Fire Chiefs
40 Association (MCAFC), the Intergovernmental Cooperation Council (ICC), Milwaukee County and
41 its contracted-for-service Medical Director and associated health system, desire that a uniform EMS
42 delivery system be in place that enhances resources and benefits to the public in an efficient and
43 cost effective manner.

44 B. The Parties agree that EMS services will be performed and their respective duties and
45 responsibilities will be in accord with the provisions of this Agreement and further in accordance
46 with Wisconsin State Statute Chapter 256; Wisconsin Administrative Code, Chapter DHS 110 and
47 Chapter Trans 309; and Milwaukee County Ordinance Chapter 97, as they exist at the time this
48 Agreement is entered into, which are incorporated by reference into this Agreement as if set forth
49 herein. The adoption by reference is intended to incorporate future amendments to the provisions of
50 state law or county ordinance to provide the EMS level services as intended by this Agreement; and
51 if the provisions of state law or county ordinance were or are recodified or renumbered, the
52 reference or adoption is intended to incorporate the recodification or the renumbering.

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54 **ARTICLE II. TERM**

55 This Agreement shall be effective from January 1, 2017 until December 31, 2018 unless extended
56 or terminated in accordance with terms of this contract.

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58 **ARTICLE III. COUNTY REQUIREMENTS**

59 A. County will provide both initial (classroom, skills lab, clinical and distance learning) and
60 continuing education training at the paramedic level at no cost to Municipality:

- 61 1. That have been issued an independent State Emergency Medical Technician –
- 62 Paramedic (EMT-P) license, and
- 63 2. Whose paramedics meet the saturation level as defined herein, ARTICLE III(B)(5).

64 B. Municipality and County shall work together to create the most efficient means possible to
65 deliver educational services herein with the intent to ensure provider departments are able to
66 provide ALS services to their assigned response area(s) while also balancing the County’s access to
67 education resources.

68 1. County reserves the right to provide services detailed in this section either through
69 County employees or contractors.

70 2. County reserves the right to limit class enrollment and change or cancel class
71 scheduling based on resources to include budget and staff.

72 3. County reserves the right to establish minimum entrance requirements for EMT-P
73 candidates.

74 4. The education programs shall meet the State of Wisconsin license requirements and
75 qualify students for participation in the National Registry Examination for an Emergency Medical
76 Technician – Paramedic (NREMT-P).

77 5. County will accept enrollment and continuing education of paramedic providers to a
 78 saturation point listed below for each Municipality. Municipality may have a number greater than
 79 the saturation number, however, those associated excess education costs shall be borne by said
 80 Municipality on a fee for service basis.

SATURATION NUMBERS								
	MED UNITS	PARAMEDIC*	FIRE STATIONS	PARAMEDIC**	FORMULA PARAMEDICS	2017 PARAMEDICS*	VARIANCE	SATURATION NUMBERS
Franklin	3	27	3	12	39	38	1	39
Greendale	2	18	1	4	22	13	9	22
Greenfield	4	36	2	8	44	42	2	44
Milwaukee	13	117	36	144	261	191	70	261
North Shore	3	27	5	20	47	33	14	47
Oak Creek	3	27	3	12	39	38	1	39
South Milwaukee	3	27	1	4	31	15	16	31
Wauwatosa	3	27	3	12	39	54	-15	54
West Allis	4	36	3	12	48	62	-14	62
TOTAL					570	486	84	599

* The numbers to be used will be the actual paramedics licensed by January 1st, 2017.
 I. Applicable to Municipalities that hold State EMT-P licenses.
 II. Formula based on # Med Units and # of Fire Stations.
 III. Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time. E.g., 1 Med Unit operating 3 shifts needs 9 paramedics.
 IV. Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time.
 V. Saturation number based on the higher of the formula, or number of trained paramedics as of January 1st, 2017.
 VI. Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count.
 VII. The Saturation number may change if a Municipality increases or decreases the number of Med Units or Fire Stations.
 VIII. Additional Municipalities may be added to the Saturation table should they become state-licensed or should they ride on a partnering Municipality's state license, with approval from the State DHS.

- 81
- 82 a. Paramedic saturation numbers are a balance of:
- 83 i. Paramedic proficiency (increased numbers diminish medical practice
 84 occurrences in the field);
- 85 ii. Staffing complexities of ALS transport units, or Med Units;
- 86 iii. Grandfathering of paramedics already licensed by the Municipality on
 87 the date of January 1st, 2017; and
- 88 iv. County budget restraints on education and equipment resources.

89 C. County shall provide on-line and off-line medical direction to include formal patient care
 90 protocols, policies, procedures and standards and medical oversight for municipal employees active
 91 in the provision of EMS services.

92 D. County shall maintain the current inventory of cardiac monitor-defibrillator equipment and
 93 communication equipment necessary to transmit voice and electrocardiogram (ECG) data on
 94 transporting paramedic ambulances, or Med Units, as defined in Wisconsin Administrative Code,
 95 Department of Health Services, DHS Section, 110.50. Capital replacement of cardiac monitors and
 96 communication equipment will be based on the annual budgetary appropriations of the County.

97 1. Replacement of the current inventory of cardiac monitor-defibrillator equipment and
 98 communications equipment shall be in accordance with the number of paramedic ambulances, or
 99 Med Units, in each municipality, shown below.

	MED UNITS
Franklin	3
Greendale	2
Greenfield	4
Milwaukee	13
North Shore	3
Oak Creek	3
South Milwaukee	3
Wauwatosa	3
West Allis	4

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101 2. The County shall consult the Municipality, with adequate advanced notice, for the
102 planned replacement of equipment that is within the County's financial responsibility.

103 3. The County must approve cardiac monitor-defibrillators and communications
104 equipment that is purchased independently by a Municipality before it can be operated in EMS
105 service.

106 4. The County and Municipality will negotiate responsibility for purchase and
107 maintenance of cardiac monitor-defibrillator and communication equipment for new paramedic
108 ambulances, or Med Units, placed in service.

109 E. County shall allow municipalities providing BLS services to enter into separate agreements
110 with the County Office of Emergency Management (OEM) - EMS Education Center on a fee for
111 service basis for refresher class, continuing education and Internet web based education.

112 F. County shall be solely responsible for securing funding, equipment, and education,
113 necessary to allow the Municipality to participate in research projects that are initiated by an
114 institution with approval from a fully accredited Institutional Review Board (IRB) via the
115 Association for the Accreditation of Human Protection Programs, Inc. (AARPP) with oversight
116 from a Human Research Protection Program (HRPP). The County shall also:

117 1. Assure that any patient care research that requires new or updated equipment,
118 software or hardware will be considered a direct expense of the organization requesting a
119 research study be conducted by the EMS agencies within the County of Milwaukee. All
120 avenues to recover and reimburse these costs will be explored by the organization requesting
121 the research study within the research organization's legal and ethical constraints.

122 2. Be responsible to ensure research protocol education and training will be integrated
123 into existing Wisconsin Department of Health Services (DHS) EMS Section mandated
124 continuing education programming whenever possible.

125 3. Ensure all studies conducted within the County EMS System shall have Institutional
126 Review Board (IRB) approval from an accredited IRB for federal-wide assurance of
127 protection of human subjects and Office of Emergency Management (OEM) - EMS
128 Research Committee approval and that said study is monitored by a Human Research
129 Protection Program (HRPP).

130 4. Ensure that indirect costs of research such as but not limited to, meeting attendance,
131 protocol compliance and quality improvement efforts will be based on a mutually agreed

132 upon exchange of services and payment between the County and the Principle Investigator
133 of the study. County will pass along to the Municipality the exchange of services or
134 payments received.

135 5. Ensure all EMS research studies performed in the County of Milwaukee will be
136 reviewed and approved consistent with the County OEM - EMS Research Policies and
137 Procedures and by the County OEM - EMS Research Committee.

138 6. Research is a matter of policy determination by the Milwaukee County Board of
139 Supervisors per MCGO 97.07(6), noting the duties and powers of the emergency medical
140 services council as “recognizing that the county board of supervisors reserves the right to
141 review all policies and programs.”

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143 **ARTICLE IV. MUNICIPALITY REQUIREMENTS**

144 A. The Municipality is responsible for the purchase of any vehicle and all equipment required
145 under Wisconsin Administrative Code, Department of Transportation (DOT), Chapter Trans 309.
146 The Municipality is responsible for insuring and maintaining its vehicles and equipment. The
147 Parties agree to collectively develop standard equipment inventory for paramedic services. Non-
148 disposable equipment provided by the County shall remain the property of the County and the
149 County may, upon written notification provided 72 hours in advance to the Municipality, remove
150 any County-owned equipment. All equipment purchased by the Municipality will remain property
151 of the Municipality.

152 B. The Municipality shall assume liability for replacement of County-owned equipment when
153 the equipment is lost and/or damaged due to an act of negligence on the part of Municipality’s
154 employee(s). The Municipality will not be held liable for defects in equipment purchased by the
155 County.

156 C. If the Municipality performing EMS service chooses to bill users for services, it will do so in
157 accordance with local, state and federal guidelines. Transport coding shall be commensurate with
158 said guidelines, current medical billing standards, and EMS scope of practice. The Municipality
159 shall retain EMS revenue earned to cover the cost of providing services. The County shall not be
160 held fiscally responsible for the inability to collect any revenues, contractual allowances or other
161 write-offs for individual accounts associated with those invoices for EMS services.

162 D. Municipality is responsible for EMS services to conform with Wis. s.s. 256, DHS 110, DOT
163 309, MCGO 97, and published standards, protocols, policies and procedures of the OEM – EMS
164 Division.

165 E. Municipality will ensure their County-equipped, on-duty paramedic transport unit resources,
166 or Med Unit(s), are available to all municipalities within the boundaries of Milwaukee County if
167 requested and the resources are available at the time of the request. Daily operations, to include
168 peak demand periods which require extraordinary resource utilization, may require mutual aid
169 assistance from outside the Municipality. The intent herein is for all requested and available units
170 to be sent to Municipality requesting such mutual aid. Should the sending Municipality require

171 similar aid, the same shall hold true. Said Municipality shall not be required to provide services
172 when:

173 1. Equipment and/or staffing is unavailable due to emergency conditions and/or
174 hazardous situations confronting the Municipality requested to make available its paramedic
175 resources;

176 a. An emergency condition is defined as a sudden, urgent, unexpected
177 occurrence or occasion requiring immediate action, including any condition requiring fire protection
178 or emergency medical services or both;

179 b. A hazardous situation is a situation that creates a level of threat to life,
180 property, health or the environment.

181 F. Municipality paramedic transport units, or Med Units, that are equipped by the County, shall
182 be staffed and available 25% or more during each year in order to count as a Med Unit;
183 Municipality shall provide verification of such availability quarterly to the County.

184 G. Municipality agrees that attendance standards for paramedic training set by the County shall
185 be adhered to; in absence thereof, students may be withdrawn from their current training and the
186 Parties shall meet on a case-by-case basis to assess re-enrollment of affected individuals.

187 H. Municipality agrees to cooperate with County in administering a progressive quality
188 improvement program consistent with other high performing EMS systems in the United States.
189 This includes specific adherence to existing performance metrics captured and tracked by OEM -
190 EMS Quality Assurance/Improvement with deviation standards commensurate with national
191 benchmarking and previously established through a Performance Measurement Initiative (PMI).
192 Municipalities of any EMS service are required to meet PMI requirements in order to maintain
193 medical control and system practice privileges for their EMS providers. Failure of Municipality to
194 comply with PMI standards will result in a loss of County funds outlined in ARTICLE V(B).

195 I. Municipal paramedics licensed after July 1, 2010, shall achieve and maintain credentials as a
196 National Registry Emergency Medical Technician – Paramedic (NREMT-P) throughout their tenure
197 as a paramedic within Milwaukee County.

198 J. Municipality shall provide electronic patient care records for patients treated and/or
199 transported by an EMS unit, electronically, within 72 hours, which meets the County’s database
200 and/or repository needs. The data collection method utilized by the Municipality shall meet the
201 National EMS Information System Project (NEMESIS) dataset standards in effect during the term of
202 the contract.

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204 K. Municipality shall provide connectivity to/from the video conferencing system, and also
205 ensure it is operating and maintained, as previously deployed in partnership by County and
206 Municipalities as of the date of execution of this contract.

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208 L. Respond to all quality assurance and quality improvement inquiries from the County in the
209 timeframe established by the County.

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211 M. Municipality shall agree to participate in research as determined by the OEM - EMS
212 Research Committee. This could include, but is not limited to enrolling patients, data collection and

213 educational sessions. Municipalities shall have a minimum of one representative of all
 214 Municipalities on the OEM - EMS Research Committee. Municipalities are not responsible to fund
 215 equipment, medications or education that is related to a research study conducted under authorities
 216 in ARTICLE III(F).
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218 **ARTICLE V. COUNTY FUNDING REQUIREMENTS**

219 A. The County shall include in its adopted annual budget, funds to be paid to contracted
 220 Municipality to assist in provision of coordinated, county-wide delivery of paramedic services in
 221 the amounts detailed below.

- 222 2017: \$1,875,000;
- 223 2018: \$1,750,000;
- 224 2019: \$1,625,000; available for Municipalities under contract extension only;
- 225 2020: \$1,500,000; available for Municipalities under contract extension only.

226 B. The County shall make payment of the first \$1.5M of the funds detailed in ARTICLE V(A)
 227 according to the distribution formula developed by the Intergovernmental Cooperation Council
 228 (ICC) of Milwaukee County on the schedule provided below. The County shall make equal
 229 payments to the Municipality during the first week of each quarter of the years covered by this
 230 agreement.

231 ICC EMS Formula Schedule. Formula noted in Attachment A:

DISTRIBUTION OF COUNTY \$1.5M					
	ORIGINAL ICC FORMULA 2016	ORIGINAL ICC FORMULA 2017	FIRST YEAR OF THE 30-30-40 FORMULA 2018	SECOND YEAR 30-30-40 FORMULA 2019*	THIRD YEAR 30-30-40 FORMULA 2020*
Franklin	\$ 125,004.00	\$ 125,004.00	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79
Greendale	\$ -	\$ -	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56
Greenfield	\$ 115,149.00	\$ 115,149.00	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26
Milwaukee	\$ 601,066.50	\$ 601,066.50	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82
North Shore	\$ 181,252.50	\$ 181,252.50	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66
Oak Creek	\$ 136,591.50	\$ 136,591.50	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84
South Milwaukee	\$ 144,916.50	\$ 144,916.50	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28
Wauwatosa	\$ 97,234.50	\$ 97,234.50	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35
West Allis	\$ 98,785.50	\$ 98,785.50	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

232 * If Contract Extension occurs.

233 C. The remaining funds, beyond \$1.5M but not to exceed the figures detailed in ARTICLE
 234 V(A), shall be distributed on a basis of \$30 per ALS transport on a schedule determined by the
 235 County. Estimates are provided in the table below based on ALS transports between 2013 and the
 236 second quarter of 2016. Distribution will be based on the actual number of transports during the
 237 contract period and shall not exceed \$375,000 in 2017, \$250,000 in 2018, and \$125,000 in 2019.
 238 There will be no payments in 2020.

ESTIMATE OF DISTRIBUTION OF COUNTY FUNDS PER AVERAGE ALS TRANSPORT					
	ACTUAL \$30/ALS TRANSPORT 2016	ESTIMATE \$30/ALS TRANSPORT 2017	ESTIMATE \$30/ALS TRANSPORT 2018	ESTIMATE \$30/ALS TRANSPORT 2019*	N/A 2020*
Franklin	\$ 21,407.44	\$ 16,055.58	\$ 10,703.72	\$ 5,351.86	\$ -
Greendale	\$ 12,764.50	\$ 9,573.38	\$ 6,382.25	\$ 3,191.13	\$ -
Greenfield	\$ 40,108.26	\$ 30,081.20	\$ 20,054.13	\$ 10,027.07	\$ -
Milwaukee	\$ 252,214.62	\$ 189,160.97	\$ 126,107.31	\$ 63,053.66	\$ -
North Shore	\$ 44,045.28	\$ 33,033.96	\$ 22,022.64	\$ 11,011.32	\$ -
Oak Creek	\$ 25,129.17	\$ 18,846.88	\$ 12,564.59	\$ 6,282.29	\$ -
South Milwaukee	\$ 15,194.37	\$ 11,395.78	\$ 7,597.19	\$ 3,798.59	\$ -
Wauwatosa	\$ 38,970.23	\$ 29,227.67	\$ 19,485.12	\$ 9,742.56	\$ -
West Allis	\$ 50,166.10	\$ 37,624.58	\$ 25,083.05	\$ 12,541.53	\$ -
TOTAL**	\$ 500,000	\$ 375,000	\$ 250,000	\$ 125,000	\$ -

* If Contract Extension occurs.

** 2017 total shall not exceed \$375,000. 2018 total shall not exceed \$250,000. 2019 total shall not exceed \$125,000.

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ARTICLE VI. LIABILITY AND RISK ALLOCATION REQUIREMENTS

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A. Indemnity and Hold Harmless. Subject to the provisions of Wisconsin law, Municipality and County hereby agree to defend, indemnify and hold the other Party harmless for actions by each Party’s respective employees, agents, or authorized representatives and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, and liabilities arising out of the injury or death of either Party’s employees, agents, or authorized representatives caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either Party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this Agreement. Each Party’s aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the Party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence of willful misconduct of the Party indemnified or held harmless.

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B. Insurance and Indemnification. Each Party shall procure the necessary insurance to protect against claims that may arise out of this Agreement. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the rendering or failing to render emergency medical services by its paramedics and for the worker's compensation coverage of its paramedics, shall be the responsibility of the Municipality, it being understood and agreed that said paramedics are the employees of the Municipality for whom they work and are not the agents of Milwaukee County. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the negligence or fault of the County or the County’s Medical Director, shall be the responsibility of the County, it being understood and agreed that said Medical Director is the agent of Milwaukee County.

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C. Immunity. The Parties to this Agreement are governmental entities entitled to governmental immunities under law, including but not limited to Section 893.80, Wisconsin Statutes. Nothing contained herein shall waive the rights and defenses to which each Party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 893.80, Wisconsin Statutes or any subsequent amendments thereof.

269 D. Limitation on Claims. This Agreement shall not give rise to any liability or legal
270 responsibility arising from, or relating to, failure to respond to any request for aid, lack of speed in
271 responding to such a request, inadequacy or malfunction of equipment or supplies, or the abilities,
272 training, experience, errors or omissions of responding personnel.

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274 **ARTICLE VII. GENERAL PROVISIONS**

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276 A. Independent Relationship. None of the provisions of this Agreement are intended to create
277 nor shall they be deemed or construed to create a partnership, joint venture or any relationship
278 between the Parties other than that of independent entities contracting with each other hereunder
279 solely for the purpose of effectuating the provisions of this Agreement. Nothing contained within
280 this agreement is intended to be a waiver or estoppel of the Parties or its insurer to rely upon the
281 limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.80
282 or any other statutory provision. To the extent that indemnification is available and enforceable, the
283 Parties or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater
284 than the limits of liability of municipal claims established by Wisconsin law.

285 B. Governmental Functions and No Third Party Rights. All functions and activities performed
286 under this Agreement are hereby declared to be governmental functions conducted pursuant to the
287 powers conferred by the Wisconsin Statutes. Functions and activities performed under this
288 Agreement are carried out for the benefit of the general public and not for the benefit of any specific
289 individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an
290 agreement for the benefit of any third parties or persons and no third parties or persons shall have
291 any right of action under this Agreement for any cause whatsoever.

292 C. General Termination. Either party may terminate this Agreement without cause by serving a
293 sixty (60) day notice via certified mail in the event of passage and signing of a resolution by the
294 respective governing body declaring the intention of ending the provision of EMS services or
295 withdrawing support from the EMS system. Additionally, either party may terminate this
296 Agreement for-cause if either party is in material breach of its obligations under the terms of the
297 Agreement. Material breach of any provision of the contract, by either Party, may serve as grounds
298 for termination of the contract. In the event of a material breach of the Agreement, the offending
299 party shall have thirty (30) days from the date notice has been given to initiate correction of the
300 situation. If there is failure to initiate correction at the end of the 30-day period, the contract shall
301 be considered terminated 60 days from the original date of notification and any further obligations
302 on behalf of the Municipality and/or the County are terminated.

303 D. Emergency Termination by the County in Critical Service Situations. In recognition that the
304 OEM - EMS Program operates to provide health and safety services to all county residents and that
305 situations may arise which would prohibit the delivery of these services, thereby jeopardizing the
306 health and safety of county residents, the County may, with the recommendation of its contracted-
307 for-service Medical Director, suspend this contract on twenty-four (24) hours notice whenever a
308 situation occurs which would prohibit the Municipality from fulfilling its responsibility to provide
309 services to residents at the level mandated by the OEM - EMS program and which cannot be
310 corrected within a twenty-four (24) hour time span. For the purposes of this section, situations
311 which might interrupt the delivery of services to residents include, but are not limited to acts of

312 nature, acts of the Municipality or its employees or any other action which would reduce the
313 availability of trained and authorized EMS providers. In the event such a situation exists which
314 jeopardizes the health and safety of County residents and which warrants execution of the County's
315 right to suspend the contract under this section, the following shall occur:

316 1. The County shall inform the Municipality in writing of the situation jeopardizing the
317 safety and health of county residents and the intention of the County to suspend the OEM -
318 EMS contract for services within 24 hours unless the situation can be addressed and
319 corrected within a time span not to exceed 24 hours from the time of notification. This
320 notification shall include the date and exact time of suspension and shall be delivered to the
321 Municipality either electronically with verification of receipt, or through a postal service
322 with delivery confirmation.

323 2. The Director of the Office of Emergency Management shall inform the Office of the
324 County Executive and the Chair of the Committee on Judiciary, Safety and General Services
325 of the decision to suspend the contract under this section and provide a justification of the
326 action and the anticipated actions required to insure continuous delivery of services to
327 County residents. A full report of the situation shall be provided to the Municipality and
328 made available for the County Board of Supervisors and the County Executive within a ten
329 (10) day period following the execution of the County's right to suspend the contract under
330 this section. This report shall include, but not be limited to, the situation which warranted
331 the suspension of the contract, the actions of the Office of Emergency Management to insure
332 delivery of services to residents once the contract for services was suspended, the plans of
333 the Office of Emergency Management to insure continued delivery of services to residents
334 in the immediate future, and what, if any future contract changes would be required with the
335 Municipality or any other Municipality with which the County contracts for paramedic
336 services to insure the delivery of services.

337 3. Upon notification of the County's intent to suspend the contract under these
338 provisions, the Municipality shall address the concerns of the County within eight (8) hours
339 of receipt of notification of the County's intent to suspend the contract under this section
340 with a plan to correct the situation in a time frame not to exceed the twenty-four (24) hour
341 time frame, if the Municipality desires to maintain the operation of the Program(s).

342 4. The County has the right to reject any and all corrective action plans if those plans
343 do not, in the opinion of the County, insure the safety and health of County residents. The
344 contract shall be considered void twenty-four (24) hours from the original date and time of
345 notification and any obligations on behalf of the Municipality and/or the County suspended.

346 E. Contract Extensions: Should the County initiate a Capital Project for public safety data
347 interoperability and analytics, Capital Project WO30301 of the 2017 Milwaukee County
348 Recommended Capital Budget, County shall provide written notification to the Municipality. If the
349 Municipality chooses to participate in the Capital Project, the Municipality shall provide written
350 notification in kind and the Municipality shall be eligible for an automatic two-year extension of
351 this contract.

352 F. Disputes. Both Parties agree to attempt in good faith to resolve disputes informally as they
353 arise. In the event that informal dispute resolution is unsuccessful, either party may bring the

354 dispute before a third party mediator for consideration and final resolution. Nothing in this dispute
355 resolution process shall preclude either party from pursuing remedies available under the law.

356 G. Non-discrimination, Affirmative Action, Equal Opportunity and the Fair Labor Standards
357 Act. In the performance of work under this Agreement, the Parties shall not discriminate against any
358 employee or applicant for employment because of race, religion, color, national origin, age, sex,
359 sexual orientation, gender identity, or handicap, which shall include, but not be limited to,
360 employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
361 suspension; rates of pay or other forms of compensation; and selection for training including
362 apprenticeships.

363 H. Governing Law. This Agreement has been executed and delivered in, and shall be construed
364 and enforced, in accordance with the laws of the State of Wisconsin and ordinances of Milwaukee
365 County.

366 I. Endorsement. Each signatory to this Agreement represents that he or she has authority from
367 his or her respective Municipality or the County to enter into this Agreement in compliance with
368 Wisconsin State Statutes Section 66.0301.

369 J. Amendments. This Agreement may be amended from time to time by mutual agreement of
370 the Parties provided that any amendment shall be in writing and approved by the respective Parties
371 governing body.

372 K. Assignment. No Party may assign this Agreement.

373 L. Notices. Any notices under this Agreement given to the Parties shall be conclusively
374 deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed or
375 sent electronically [should include to whom notices should be sent for each Party].

376 M. The Municipality and the County shall carry out its obligations under this Agreement in
377 compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996,
378 known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F –
379 Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy
380 of any personally identifiable protected health information (“PHI”) that is collected, processed or
381 learned as a result of Municipality services provided.

382 END OF TERMS – SIGNATURE PAGE FOLLOWS

383

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the day and year set forth herein.

For the City of Milwaukee

Tom Barrett
By Mayor Tom Barrett

4/30/17
Date

For the County of Milwaukee

Office of Emergency Management (OEM):

DocuSigned by:
Christine Westrich
By Christine Westrich, Director of OEM

5/1/2017
Date

Corporation Counsel:
Reviewed for Execution by Corporation Counsel:

DocuSigned by:
Paul D. Englitsch
By Corporation Counsel

5/5/2017
Date

Community Business Development Partners (CBDP) DBE:
Reviewed as to disadvantaged business enterprise (DBE);
Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
Rick Norris
By C42021450...

5/8/2017
Date

Risk Management:

DocuSigned by:
Paul Schweigel
By Risk Management

5/8/2017
Date

