

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE  
AND THE VILLAGE OF WEST MILWAUKEE  
REGARDING FIRE SERVICES**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Milwaukee, a municipal corporation (“City”), and the Village of West Milwaukee, a municipal corporation (“Village”).

Whereas, The City and the Village entered into an agreement in 1991, which was replaced with a new intergovernmental cooperation agreement in 2003 (the “2003 Agreement”) whereby the City provides fire suppression and ambulance services to the Village;

Whereas, The City and Village are desirous of continuing that intergovernmental cooperation agreement with certain modifications;

Whereas, This Agreement amends and, in effect, replaces the 2003 Agreement;

Whereas, The City, acting through its Fire Department, has available the necessary personnel and equipment to provide the specified level of services to the Village; and

Whereas, The Village has authorized its Village President to enter into this Agreement pursuant to Resolution Number \_\_\_\_ dated \_\_\_\_\_, 2013; and

Whereas, The City has authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number \_\_\_\_ dated \_\_\_\_\_, 2013; and

Whereas, Section 66.0301, Wis. Stats., authorizes metropolitan communities to contract with each other for the receipt or furnishing of services.

Now, Therefore, In consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

**I.**

**DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

A. "Ambulance service" means the present service provided by the Village for transporting basic life-support patients.

B. "Annual Fee" means the amount paid by the Village to the City for services rendered pursuant to this Agreement, as calculated under the provisions of Section IV. of this Agreement.

C. "Fire Department Operating Budget" means the operating budget provided in the annual City budget for the Fire Department plus projected wage and benefit settlement costs to bring salaries to a current budget level, and a 5% administrative overhead. This amount will be reduced by Fire Department revenues received by the City from sources other than this contract.

D. "Fire-suppression services" means: the commitment of all City Fire Department resources in responding to, combating, and controlling fire-related incidents, natural or man-made disasters, and personal-injury accidents; the hazardous-materials team, deep-tunnel rescue team, and dive rescue team; and basic life-support

services and advanced life-support services, all in accordance with Exhibits A and B annexed hereto. Fire-suppression services do not include a response under any present in-force and reciprocal agreements between the Village and other municipalities, fire or building-inspection services, or ambulance services.

E. "Lease Agreement" means the lease dated April 4, 1991, entered into between the City and the Village and attached as Exhibit E, as subsequently amended by the Amendment to Lease Agreement dated October 1, 2011, attached as Exhibit F, and by the Second Amendment to Lease Agreement, attached as Exhibit C.

F. "Private Ambulance Network" means the ambulance network certified by the City for transporting basic life-support patients pursuant to Section 75-15, Milwaukee Code of Ordinances, and as amended from time to time. The attached Exhibits A and B (Emergency Medical Services System Handbook and Milwaukee Fire Department Emergency Medical Services Standard Guidelines Support 2.1) describe the network plan. The network plan has been amended to include the Village geographical area.

## **II.**

### **AGREEMENT ON BEHALF OF THE CITY**

A. The City shall provide the Village with general and adequate fire-suppression services at the same level of services as are provided by the City within its own boundaries.

B. The City shall provide the Village residents with access to its private ambulance network on the same basis as City residents have access to that network.

### **III.**

#### **AGREEMENT ON BEHALF OF THE VILLAGE**

A. During the term of this Agreement, the Village will continue to lease to the City under the terms of the Lease Agreement the premises located at 4515 West Burnham, in the Village, for the sum of \$165,000.00 for the first year of this Agreement. Thereafter, the annual rent payment shall increase by \$4,000.00 per year. The term "Annual Rent" shall refer to the annual rent payment due under the Lease Agreement in any given year. The Second Amendment to Lease Agreement is annexed hereto as Exhibit C.

B. The Village shall assure that the City can continue to use the leased premises at 4515 West Burnham for the term of the Lease Agreement for the provision of fire-suppression services under this Agreement, by assuring that the necessary Village authorized permits, approvals, access, and ingress and egress shall be provided to the City. The Village shall provide adequate police protection and traffic-control services in conjunction with City activities within the Village under this Agreement.

C. The Village shall continue to receive all incoming 911 calls for the Village. The Village shall relay all calls relating to services to be provided by the City under this Agreement to the City.

D. The Village agrees to continue to make improvements to the leased premises at 4515 West Burnham, other than routine maintenance, as necessary in order for such premises to meet City Fire Department standards applicable to all City fire stations. For the purpose of this section, "routine maintenance" does not include capital repair or replacement, such as HVAC, structural elements, and fixtures. A non-exhaustive listing of the types of repairs or replacements that would be considered capital repair or replacement is appended as Exhibit D.

#### IV.

#### COMPENSATION TO THE CITY

A. For services to be provided under this Agreement, the Village shall pay the City the Annual Fee based on the following:

##### 1. Population

Thirty-three and 33/100 percent (33.33%) of the total Annual Fee shall be calculated by dividing the Village's population by the total population of the Village and the City combined. The resulting percentage shall be multiplied against the City Fire Department's operating budget and capital improvements for the year in which the Annual Fee is due and services are rendered.

##### 2. Equalized Valuation

Thirty-three and 33/100 percent (33.33%) of the total Annual Fee shall be calculated by determining the Village's total equalized property valuation, excluding land, as determined by the State of Wisconsin for the prior year and as adjusted as hereinafter provided.

Total equalized property valuation, excluding land, shall be divided into residential, commercial, and industrial classifications. A multiplier of 1 for total residential valuation, 2 for total commercial valuation, and 3 for total industrial valuation shall be applied. The total of the multiplied valuations for the Village

shall be divided by the total of the multiplied valuations for the City and the Village combined. The resulting percentage shall be multiplied against the City Fire Department's operating budget and capital improvements for the year in which the Annual Fee is due and services are rendered.

### 3. Usage

Thirty-three and 34/100 percent (33.34%) of the total Annual Fee shall be calculated by determining the Village's percentage share of usage. Usage shall be based upon the Village's share of total incident runs over the preceding three-year period.

Usage shall be calculated based on the actual number of incident runs for each fire or E.M.S. run. Usage is determined without regard to where the personnel responding are stationed.

This percentage shall be multiplied against the City Fire Department's operating budget and capital improvements for the year in which the Annual Fee is due and services are rendered.

B. Beginning with the 2013 payment, the annual increase of the Annual Fee shall not be more than 2% over the Annual Fee calculated for the previous year. This 2% maximum increase shall be calculated prior to applying the credit described in Section IV.C., below.

C. Each year, the Village shall receive a credit against the Annual Fee in an amount equal to the Annual Rent.

D. The Village shall pay the City the Annual Fee for the services to be provided in 2013 on July 26, 2013, less applicable credits. The Annual Fee less credits for subsequent years shall be paid on or before February 25 of each year.

V.

## LIABILITY AND INDEMNIFICATION

A. All wage and disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expense for the services to be provided by the City under this Agreement shall be paid by the City, it being understood and agreed that members of the Milwaukee Fire Department are the employees of the City and are not agents or employees of the Village. The Village shall carry worker's compensation and employer's liability coverage on its own employees for any of their activities under this Agreement.

B. The Village agrees to indemnify, defend, and save harmless the City and its officers, directors, employees, and agents from and against any and all liability for injuries or damages to persons or property as a result of this Agreement or the provision of services under this Agreement, not arising through the fault of the City, including, but not limited to, the City's liability to the Village or third parties in contract, in tort, or under federal or state law arising or resulting from performance or failure to perform under this Agreement, and in addition, for any and all related expenses including, but not limited to, defense costs and reasonable attorney's fees, except as provided elsewhere in this Agreement.

C. The Village shall name the City as an additional insured on its policy of general liability coverage and its automotive policy to protect risks assumed under this Agreement, as long as coverage for the City is available at cost that both parties agree is reasonable. The insurance shall provide coverage on an occurrence basis and shall

be continuously in force and effect during the terms of this Agreement. The insurance shall at all times be evidenced by a delivery to the City of a current certificate of insurance requiring 30 days notice of cancellation or nonrenewal. Such insurance shall provide coverage limits in the amount of \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Should coverage at these limits become unavailable, the parties agree that the limits may be adjusted to the limits of coverage applicable to the general liability policy issued to the Village.

## **VI.**

### **INDEPENDENT CONTRACTOR**

The City, its officers, agents, and employees, for purposes of this Agreement, constitute an independent contractor. The City shall have complete control over its employees in the method of performing its work under this Agreement. Nothing contained in this Agreement shall be deemed to be construed to appoint such officers, agents or employees of the City as officers, agents or employees of the Village.

## **VII.**

### **DURATION, TERMINATION AND LIQUIDATED DAMAGES**

A. This Agreement shall become effective upon its execution by both parties and shall be in force for a period of three years thereafter. This Agreement shall be automatically renewed for three-year periods, subject to the right of either party to provide a written notice of termination at least three years in advance of the desired termination date. This provision is subject to the City's right to reopen.



B. The City may reopen the amount and/or calculation of the Annual Fee each year after 2013 by giving the Village written notice. If the City does not reopen, the Annual Fee calculation for the previous year shall remain in force and effect for the subsequent year. If the City reopens and the parties do not reach agreement, within 90 days, the City may give the Village six months written notice of its intention to terminate the Agreement. During those six months, the City shall continue to provide services under this Agreement utilizing the same Annual Fee calculation that was in effect for the year immediately preceding the reopening date.

C. If the Village shall fail to make any payment under Article IV. of this Agreement, the Village shall pay to the City liquidated damages in the amount of \$10,000.00 for each day of violation and, in addition, the City may at its option terminate this Agreement on 30 days advance written notice.

D. If the Village shall fail to provide the current insurance certificate required by this Agreement, and the Village has not exhausted all reasonable efforts to obtain insurance, the Village shall pay the City liquidated damages in the amount of \$10,000.00 for each day of violation. The Village shall notify the City whenever the Village is unable to fulfill the insurance requirements of this Agreement. Upon receipt of such notice, the City shall have the option of terminating the Agreement on 30 days advance written notice.

E. The Village may terminate this Agreement for cause if the City reduces the level of fire-suppression service to the Village or if fire-suppression service costs decline and the City does not reopen the Annual Fee for the previous year.

Termination shall occur at the end of a year and shall be preceded by one year's advance written notice.

F. In the event of termination, the City shall have no further obligations to the Village under this Agreement.

## VIII.

### CONFLICT OF INTEREST AND NONDISCRIMINATION

#### A. Conflict of Interest

1. Interest in Contract. No officer, employee, or agent of the City or the Village exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this Agreement.

2. Interest of Other Local Public Officials. No member of the governing body of the City or the Village and no other public official of the City or the Village who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

#### B. Discrimination Prohibited

1. Both parties warrant that they are equal opportunity employers and fully support the letter and spirit of Title VII of the Civil Rights Act of 1964, as amended, and that they are in compliance with such Act and all applicable legally managed Affirmative Action Programs.

2. The parties will comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3. The parties will cause the foregoing provisions to be in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## **IX.**

### **AMENDMENT**

This Agreement may be amended at any time in writing upon mutual agreement of the parties.

## **X.**

### **NOTICES**

A. All notices to be given by the parties shall be in writing and served by personal delivery, telefacsimile or United States mail, first class, postage prepaid, addressed as follows:

1. City of Milwaukee  
Fire Chief  
711 West Wells Street  
Milwaukee, WI 53233
  
2. Village of West Milwaukee  
Office of the Village Administrator  
4755 West Beloit Road  
West Milwaukee, WI 53214

**XI.**

**ENTIRE AGREEMENT**

This Agreement and the Exhibits attached hereto set forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings either oral or written other than are herein set forth.

**XII.**

**TERMINATION OF PRIOR AGREEMENT**

The 2003 Agreement of the parties for the provision of fire-suppression services shall terminate upon execution of this Agreement.

In Witness Whereof, The parties hereto have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

\_\_\_\_\_

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_

\_\_\_\_\_  
James R. Owczarski, City Clerk

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
Martin Matson, Comptroller

VILLAGE OF WEST MILWAUKEE

\_\_\_\_\_

\_\_\_\_\_

Village President

---

Village Clerk

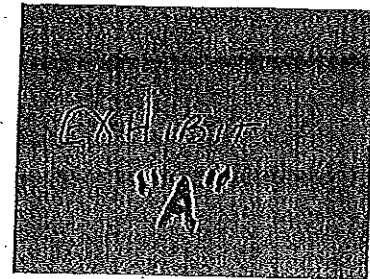
COUNTERSIGNED:

---

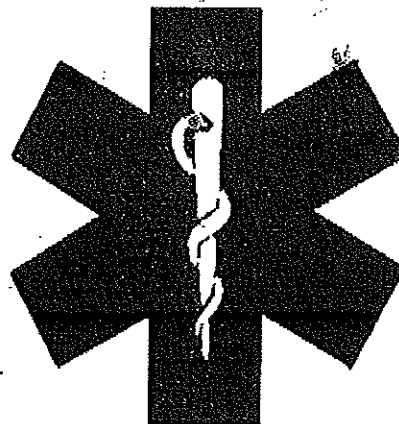
Village Treasurer

1061-2013-759:190568

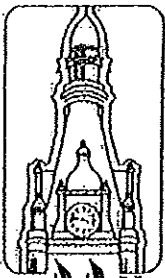
**E**MERGENCY



**M**EDICAL



**S**ERVICES



**City  
of  
Milwaukee**

**Emergency Medical Services System**

**Handbook of Operations**

Publication Date: December 1997

## TABLE OF CONTENTS

REGULATION .....	1
VIOLATIONS .....	1
PATIENT RIGHTS .....	2
GENERAL DESCRIPTION .....	3
SERVICE COMPONENTS .....	4
PRIVATE PROVIDER PARTICIPATION REQUIREMENTS .....	5
CONTINUOUS QUALITY IMPROVEMENT .....	6
PUBLIC INFORMATION AND EDUCATION .....	7
EMERGENCY VEHICLES .....	10
RESPONSE MODE .....	11
EMERGENCY VEHICLE OPERATING PROCEDURES .....	12
PRIVATE PROVIDER DISPATCHING .....	14
INTERFACE WITH MILWAUKEE FIRE DEPARTMENT .....	16
TRANSPORT PROTOCOL .....	23
EMS COMMUNICATIONS SYSTEM .....	29
EMS REPORT FORM .....	31
PUBLIC AND SPECIAL EVENTS .....	31
MULTI-CASUALTY INCIDENTS .....	32
INTERFACE WITH THE MILWAUKEE POLICE DEPARTMENT .....	34
TRANSPORT OF PERSONS IN POLICE CUSTODY .....	36
INITIATION AND/OR TERMINATION OF CPR .....	38
MANAGEMENT OF DECEASED PERSONS .....	39
APPENDIX .....	48

## REGULATION

Regulation for activities of certified private ambulance providers in the City of Milwaukee emergency medical service system is provided by Section 75-15 of the Milwaukee Code of Ordinances.

The City of Milwaukee Emergency Medical Services System Handbook of Operations is a written document which outlines rules, regulations and procedures for the safe and efficient operation of the city-wide Emergency Medical Services System.

## VIOLATIONS

Failure to comply with any of the provisions of the handbook shall be managed in accordance with Section 75-15 (16) of the City of Milwaukee Ordinances.

Under this ordinance:

**Section 75-15 (16) VIOLATIONS. a. Suspension and Revocation.** The Common Council may, subsequent to a hearing conducted by the license committee, suspend, revoke, deny or not renew a certificate issued under this section for any reasonable cause which shall be in the best interests and good order of the city, including, but not limited to, the following findings:

a-6. Failure to comply with any of the provisions of the city of Milwaukee emergency medical services system handbook of operations.



## PATIENT RIGHTS

1. The patient has the right to receive quality EMS care without regard to his/her ability to pay for it.
2. The patient has the right to privacy. A patient's billing information and medical condition is considered to be privileged.
3. The patient has the right to be transported to a hospital of his/her choice within Milwaukee County. For exceptions to this, see TRANSPORT PROTOCOL.
4. The patient may be accompanied in the ambulance by one family member or friend, riding in the front seat unless a member of the ambulance crew feels that this may adversely affect the care of the patient or the safety of the crew members. An interpreter for a patient who speaks no English, or a parent of a young child may ride in the patient compartment if medically necessary.
5. The patient has the right to be treated with respect and dignity.
6. The patient has the right to be informed of all that is being done for him/her by EMS personnel.
7. A patient has the right to refuse service, unless incapacitated or detained by a police officer for mental observation pursuant to Wisconsin Statute 51.15.

## GENERAL DESCRIPTION

1. The EMS System is designed to meet the prehospital emergency medical care needs of the citizens and visitors of the City of Milwaukee in a timely and efficient manner.

The EMS System operates on a tiered response that consists of:

- a. Basic life support (BLS) units
    - 1) Engine companies
    - 2) Ladder companies
    - 3) Fire squads
    - 4) Private ambulance providers (hereafter called private providers)
  - b. Advanced life support (ALS) units
    - 1) MED units
    - 2) Paramedic engines
2. Deployment of personnel and equipment within the system is in accordance with a plan developed by the Chief of the Milwaukee Fire Department (MFD) and an Ambulance Service Plan for private providers approved by the Common Council.
  3. The Milwaukee Fire Department Bureau of Technical Services Communications Section (dispatch) is responsible for receiving and processing all 911 and other calls to the Milwaukee Fire Department for emergency medical assistance. The most appropriate unit(s) is dispatched based upon information received from the caller regarding the nature of the emergency, in accordance with the approved dispatch protocol.
  4. When present at the scene, the fire department is in charge of scene management.

## SERVICE COMPONENTS

1. MFD Engine/Ladder Companies: Engine and ladder companies are staffed with a minimum of one Emergency Medical Technician-Defibrillation (EMT-D). Engine or ladder companies may be dispatched as first response units.
2. MFD Fire Squads: Fire squads are staffed by two persons with a minimum certification of EMT-D. Fire squads may be dispatched as first response units and can provide basic life support transport.
3. MFD MED Units/ Paramedic Engines: MED units and Paramedic engines are staffed by a minimum of two Emergency Medical Technicians-Paramedic (EMT-P), who are trained and equipped to provide advanced life support (ALS) care and transport, and one EMT-D. These units operate as part of a Milwaukee County-wide paramedic system but primarily serve Zone B (City of Milwaukee). The Milwaukee Fire Department has agreements with suburban municipalities for provision of emergency medical services by their respective paramedic units in areas of the City of Milwaukee.
4. Private Ambulance Providers: Private providers, certified by the City, provide basic life support care (BLS) and transport for the EMS System. Ambulances are staffed by two persons with a minimum certification of EMT-B. Private providers are designated to cover a service area, or to provide back-up support.

## PRIVATE PROVIDER PARTICIPATION REQUIREMENTS

1. All private providers participating in the EMS System must be recommended by the Ambulance Service Board and approved by the City of Milwaukee Common Council. Private providers are governed by Section 75-15 of the Milwaukee Code of Ordinances.
2. Each primary private provider must participate in the Milwaukee Fire Department Computer Aided Dispatch improvements. New primary private providers must buy-in on an equitable basis.
3. Private provider EMT personnel must participate in emergency medical technician continuing education activities and other educational programs required by the State of Wisconsin. These training records are to be maintained by the employer and be made available to the city upon request.
4. A representative from each private provider must attend meetings scheduled by the Milwaukee Fire Department.
5. Private providers must participate in disaster management planning and training exercises as requested by the Milwaukee Fire Department.
6. Private providers must participate in approved county-wide continuous quality improvement programs, including, but not limited to, access to patient care outcome data to the extent allowable by state and federal regulations addressing confidentiality of medical information and data.
7. Private providers must insure that access to EMS system is available at each respective dispatch center.
8. Private providers may operate only under Milwaukee County EMS Council approved plans.

## CONTINUOUS QUALITY IMPROVEMENT

Private providers are required to participate in audits of emergency medical services as determined by the City of Milwaukee Ambulance Service Board, the Chairman, or designee.

An accurate account will be kept of all requests for an ambulance within the City of Milwaukee EMS system. The following information is to be documented:

- a. date
- b. location
- c. time call received
- d. time dispatched
- e. time arrived at scene
- f. patient's name
- g. time departing scene
- h. transport destination
- i. time arriving at destination
- j. time call is completed

Multiple transports from a single incident are to be logged separately.

Audio recordings of ambulance requests and dispatches are to be retained for a period of sixty (60) days and made available to the city upon specific request.

Ambulance logs and other records may be subpoenaed as evidence and must be provided to the City upon request.

Private providers must complete the approved "Private Ambulance Service Provider Monthly Report" (see appendix) and submit it to the Milwaukee Fire Department, Bureau of Emergency Medical Services by the 15th of the following month.

Concerns/complaints regarding patient care within the City of Milwaukee EMS system may be referred to the Milwaukee County EMS incident hotline (257-6663).

Concerns/complaints not concerning patient care should be directed to the Health Commissioner.

## PUBLIC INFORMATION AND EDUCATION

The Emergency Medical Services System within the City of Milwaukee is a complete system with each of its component parts easily accessible for use by the general public. The component parts are the Milwaukee Fire Department and the private provider sector. To insure the health, safety and welfare of its citizens, initial entry into the system is controlled by the Milwaukee Fire Department.

The Ambulance Service Board finds that the City of Milwaukee has a substantial interest in regulating the advertising of ambulance companies to prevent public confusion regarding the proper phone number to call in the event of a life-threatening emergency. Accordingly, the Board has determined that the following guidelines are essential toward the end of insuring the health, safety and welfare of the citizens of Milwaukee and protecting the substantial interest of the City of Milwaukee.

City of Milwaukee private providers shall not:

- Engage in advertising, communication, marketing, publicity, distributing of informational literature, or other such efforts which misinform or misrepresent the nature of their ambulance service or its capacity or capability within the City of Milwaukee.
- Knowingly advertise, communicate, market, or publicize their ambulance service for the care and handling of life-threatening emergencies in the city of Milwaukee.
- Initiate, engage in, or participate with any efforts, whatever their nature, which are designed with the intent to disrupt or interfere with the orderly and regulated operation of the City of Milwaukee Emergency Medical Services System.

City of Milwaukee private providers shall comply with the following:

- Submit all forms of proposed advertising and marketing of their services directed to the general public to the Commissioner of Health and the Chief of the Fire Department for review prior to its being disseminated in any form to the general public. The City officials shall complete their review of the submitted material within ten (10) business days of its receipt. The review is for the purpose of ensuring that the communication is not misleading or untruthful; regards a lawful activity; and has no adverse impact upon the substantial interests of the City of Milwaukee. It is also undertaken to prevent public confusion regarding the proper telephone number to call in the event of a life-threatening emergency.

If the City officials make an adverse finding, they shall immediately so advise the private provider which submitted the material, and the City officials or their designee shall work with that provider to develop an unobjectionable alternative. No material submitted to City officials for review shall be disseminated to the general public in any fashion without the prior written approval of the designated City officials.

In the event private providers elect to distribute telephone stickers to the general public they agree to use a standard format telephone sticker listing the appropriate telephone numbers for the Fire Department/Paramedics/Ambulance (911), for the Police Department (911) and the private provider's telephone number. When the private provider's telephone number is listed, the telephone sticker shall include the following statement prominently displayed:

"For Life-Threatening Emergencies, call 911"

The letters and telephone numbers identifying the Fire Department/Paramedics/Ambulance (911), Police Department (911) and private provider shall be of the same dimension and color.

Additionally, all forms of marketing, including--without limitation by enumeration--written documents, newspaper and magazine advertising, note pads, electronic media (such as an internet web site) and television and radio advertising, shall include the words: "For Life-Threatening Emergencies, Call 911" in the text of the ad. These words must be visible by looking at the information straight-on. In radio advertising, they shall be audible. In television advertising, they shall be both audible and visible. Pencils, pens and pins, which are extremely small marketing items and do not reasonably allow room for these words, are exempt from this requirement.

Additional exceptions from this requirement may be made by the Commissioner of Health and the Chief of the Fire Department on a case by case basis during their prior review of all advertising. In situations which there is disagreement between the two reviewers, the matter will be brought to the Ambulance Service Board.



## EMERGENCY VEHICLES

1. All private provider ambulances must pass an initial fire department inspection, unannounced inspections by the City, and an annual inspection by the State of Wisconsin.
2. Participating private providers are required to keep a current record of all ambulances serving the City of Milwaukee EMS System. This includes filing a description of each vehicle and the vehicle identification number with the City of Milwaukee Ambulance Service Board.
3. All ambulances must be in satisfactory mechanical condition and must receive periodic mechanical and safety inspections.
4. Vehicle exteriors are to be kept clean. Vehicle interiors are to be maintained in a clean and sanitary condition.
5. Vehicles in service are to undergo a daily inspection including, but not limited to, the following:
  - a. Check on presence and operating status of all ambulance equipment and supplies.
  - b. Check oxygen tank levels.
  - c. Check all fluid levels, including fuel.
  - d. Check battery terminals for corrosion.
  - e. Check all lights.
  - f. Check tires for damage and inflation pressure.
  - g. Check radio operation. Request radio test from dispatcher.
  - h. A visual safety inspection of vehicle.

## RESPONSE MODE

### EMERGENCY

1. A request for emergency response will be made for the following situations:
  - a. Private provider responding alone to an incident.
  - b. Transport of patient(s) involved in motor vehicle accidents.
  - c. Transport of patient(s) outside in inclement weather.
  - d. Transport of patient(s) from a public venue.
  - e. No MFD ALS unit is available, or response is delayed and immediate patient transport is required.
2. When requested to respond in an emergency mode by fire department dispatch, the driver of the emergency vehicle must give visual warning with red lights, as well as audible warning with the siren.
3. Patients are to be transported using red lights and sirens only when life or limb-threatening situations exist (i.e., "load and go" situations, no MFD ALS unit is available or patient's condition deteriorates enroute).

### NON-EMERGENCY

1. When requested to respond in a non-emergency mode by fire department dispatch, the driver of an authorized emergency vehicle is to respond at normal traffic speed, obeying all traffic laws.
2. Patients should be stabilized in the field and transported using normal traffic speed, obeying all traffic laws.

## EMERGENCY VEHICLE OPERATING PROCEDURES

1. When responding to an emergency call, the driver of an authorized emergency vehicle is exempt from certain rules of the road, but only under the conditions set forth in Section 346.03 of the Wisconsin Statutes, as amended.
2. Procedures to be followed when operating the siren:
  - a. WAIL            The siren should normally be set in the wail position, as this is the mode most widely recognized. However, because this is a nondirectional mode of operation, drivers of other vehicles may have difficulty ascertaining the direction from which the siren is approaching.
  - b. YELP            This mode is more directional, but less recognized as a vehicle siren. The use of the yelp mode should be reserved for approaching intersections and heavy traffic conditions.
  - c. HI-LOW, AIR HORN, PHASER  
                      Use of these modes should be avoided as the general public does not recognize them as vehicle sirens. They are the least directional siren modes.
  - d. PUBLIC ADDRESS SYSTEM (P.A.)  
                      Use of the P.A. in conjunction with the siren is discouraged.
3. The use of red lights and sirens to move ambulances into position for a possible Milwaukee Fire Department response is prohibited.
4. Use of seat belts is required for all occupants, with the exception of the EMT providing patient care.
5. The driver of an authorized emergency vehicle is required to drive with due regard for the safety of all persons. The driver of an authorized emergency vehicle is responsible for the consequences of reckless disregard for the safety of others.

6. Speed on arterial streets should not exceed 10 m.p.h. above the posted limit. Speed on residential side streets should be restricted to the posted limit. Other considerations affecting speed are weather, road and traffic conditions, and the presence of pedestrians.
7. The emergency vehicle driver should use the left traffic lanes because the driver of a motor vehicle is required to pull to the right and stop upon the approach of an emergency vehicle.
8. The driver of an emergency vehicle is to exercise extreme caution in passing another vehicle on the right, as the other driver is legally required to pull to the right. In the event another vehicle does not pull to the right, but stops in the left hand lane, the emergency vehicle driver may pass on the right side at a greatly reduced speed, being alert that the motor vehicle driver may pull to the right unexpectedly. After passing on the right, the driver of the emergency vehicle should immediately return to the left traffic lane.
9. When approaching an intersection protected by a stop sign or red signal light, the vehicle shall come to a complete stop. The vehicle operator, after ascertaining that all traffic is yielding, shall proceed through the intersection with caution.
10. Driving the wrong way on a one-way street should be avoided.

## PRIVATE PROVIDER DISPATCHING

1. Fire department requests for an ambulance are to be given priority over privately received requests, without exception.
2. Private provider dispatchers are to be familiar with the EMS System policies and procedures, the boundaries of the ambulance service areas, and the current ambulance service plan. "Jumping" ambulance calls (responding to another provider's call without being dispatched) is not permitted.
3. Upon receiving a fire department ambulance request, private providers must dispatch an ambulance, or turn the request back to the fire department dispatcher in sixty seconds or less.

Private providers must report the number of staffed ambulances available to the City when requested by MFD dispatch.

4. The time standard to be applied to each private provider responding in an emergency mode is as follows;

90% of calls in 8 minutes and 59 seconds or less  
99% of calls in 12 minutes and 59 seconds or less.

All calls taking over 12 minutes and 59 seconds will be reviewed monthly by the Milwaukee Fire Department.

The private provider must notify the Milwaukee Fire Department dispatcher if any unexpected delays occur following the initial dispatch of the unit. A Milwaukee Fire Department unit may be dispatched if necessary.

5. The time standard to be applied to each private provider responding in a non-emergency mode is as follows:

90% of calls in 10 minutes and 59 seconds or less  
99% of calls in 13 minutes and 59 seconds or less

All calls taking over 13 minutes and 59 seconds will be reviewed by the Milwaukee Fire Department.

6. Private providers are to triage all non-interfacility calls received privately according to the MFD dispatch protocol for MFD ALS unit response.
7. Whenever a private provider activates the EMS System after receiving a call privately, that private provider will be authorized to transport the patient in the event that an advanced life support (ALS) transport is not required, even though such call is outside of their assigned service area.
8. When a private provider is activated privately, and the EMS system is separately activated for the same incident, the EMS system provider for the designated service area is to transport, unless otherwise specified by the patient and/or family.

## PRIVATE PROVIDER INTERFACE WITH MFD

### Transfer of Patient Care

In order to provide efficient and high-quality patient care, MFD and private provider personnel should strive to expedite patient transfer from one service to the other.

1. When possible; MFD personnel should relay patient information and equipment needs to private provider personnel upon the latter's arrival on-scene. Unless directed otherwise by MFD personnel, upon initial contact with the patient private provider personnel are to bring an oxygen kit and a patient movement device.
2. **If, based on their assessment of the patient, the private provider personnel believe the patient meets the Handbook of Operations criteria for ALS evaluation, the private provider personnel are to notify the MFD personnel in charge of scene management and a MFD ALS unit is to be requested.**
3. Using uniform patient care products also expedites patient transfers. Therefore, when the first responding MFD EMS personnel on the scene initiate patient care and the patient's condition warrants transfer to another EMS service (BLS → ALS or ALS → BLS), replacement of MFD-approved EMS supplies will occur at the scene. The list of EMS supplies to be replaced is developed by the MFD.

If the private provider does not have the required supply item available for replacement at the scene, MFD personnel are to fill out an F-115R "MFD EMS Supply Replacement Form." The private provider is to deliver the replacement supply item within 72 hours.

## MFD Advanced Life Support (ALS) Units

MFD ALS personnel may evaluate and triage patients to basic life support transport units if it is determined that the patient does not require advanced life support care or monitoring.

The private provider must request a MFD ALS unit for patients meeting the following criteria. (This list does not exclude any other patient from assessment by a MFD ALS unit.)

1. An EMT, physician or nurse on the scene requests ALS/paramedic transport. This does not include transports that meet established criteria for interfacility transports.
2. Mechanism of injury includes:
  - a. Motor vehicle accident in which:
    - estimated crash impact speed was 40 mph or greater
    - prolonged or complicated extrication was required
    - passenger compartment intrusion is greater than 12 inches (eg. doors, dashboard)
    - another occupant in the same vehicle was killed
    - the patient was ejected from the vehicle
    - the vehicle rolled over
  - b. Motorcycle or bicycle accident in which:
    - estimated impact speed was greater than 20 mph
    - the rider was thrown from the cycle
  - c. Pedestrian struck by a motor vehicle
  - d. Fall of 20 feet or greater.



3. Injuries that include:
  - a. Penetrating injury to the head, neck, chest, axilla, abdomen, back, buttocks, pelvis, or groin
  - b. Flail chest
  - c. Burns to the face, airway, or body surface area greater than 18%.
  - d. Two (2) or more long bone fractures (humerus, femur)
  - e. Amputation above the wrist or ankle
  - f. New-onset paralysis of traumatic origin
4. Glasgow Coma Scale of 13 or less. (Table of Glasgow coma scale in appendix.)
5. Experiencing status or recurrent seizures
6. Suspected tricyclic overdose, regardless of the number taken or present signs/symptoms.
7. Experiencing complicated childbirth with any of the following:
  - a. Excessive bleeding
  - b. Amniotic fluid contaminated by fetal material
  - c. Multiple births
  - d. Premature imminent delivery
  - e. Abnormal fetal presentation (breech)
  - f. Prolapsed umbilical cord
  - g. Newborn with pulse less than 140
  - h. Newborn flaccid or poor cry

8. Chief complaint of non-traumatic chest pain with any of the following:
  - a. Cardiac history - MI, angina, coronary bypass surgery, angioplasty, valve replacement, arrhythmia, pacemaker, automatic implanted cardiac defibrillator (AICD), bradycardia, tachycardia, heart surgery
  - b. Taking/prescribed two (2) or more cardiac medications
  - c. Diabetes
  - d. Renal failure/dialysis
  - e. Cocaine use within the last 24 hours
  - f. Pain radiation to neck, jaw or arm
  - g. Diaphoresis
  - h. Nausea/vomiting
  - i. Age 40 and older
  
9. Age 50 or older with non-traumatic pain to neck, jaw or arm and accompanied by any of the following:
  - a. Diaphoresis
  - b. Nausea/vomiting

10. Respiratory distress:

Adult (age 12 and older) with abnormal respiratory rates (see abnormal vital sign chart) and/or any of the following:

- a. Inability to speak in full sentences
- b. Retractions
- c. Cyanosis
- d. Poor aeration
- e. Accessory muscle use
- f. Wheezing

Pediatric (under age 12) with abnormal respiratory rates (see chart) and/or any of the following:

- a. Inability to speak (if normally verbal)
- b. Retractions
- c. Grunting
- d. Cyanosis
- e. Wheezing

11. Abnormal vital signs (see abnormal vital sign chart - page 21)

12. History or physical examination indicates a potentially life-threatening situation

13. An ALS procedure has been initiated by the private provider and interfacility criteria are not met
14. Known blood glucose level of less than 80 mg% or greater than 400 mg% with altered mental status (see #4).

### ABNORMAL VITAL SIGNS

AGE	RESPIRATIONS	PULSE	BLOOD PRESSURE
Newborn	poor cry	< 140	CRT > 3 seconds
< 1 year	< 30 or > 44	< 100 or > 160	CRT > 3 seconds
1 - 4 years	< 20 or > 40	< 90 or > 140	< 80 or > 110 systolic
5 - 11 years	< 16 or > 26	< 60 or > 120	< 80 or > 130 systolic
12-17 years	< 10 or > 28	< 60 or > 130	< 90 or > 140 systolic
Adults 18 years & over	< 10 or > 28	< 56 or > 130	< 90 or > 220 systolic or > 140 diastolic

< means less than      > means greater than      CRT = capillary refill time

### Deviation from ALS Evaluation Policy (Load and Go)

If the private providers on the scene determine that the patient may expire on the scene if ALS treatment is delayed, the following procedure is to be complied with in this sequence:

1. The private provider on the scene must immediately request a MFD ALS transport unit and information regarding the location from which the unit is responding.
2. The private provider on the scene is to initiate treatment and prepare the patient for transport. ALS treatment by private providers is to be consistent with Milwaukee County EMS policy and procedure.
3. If the transporting ALS unit is not on the scene when the patient is ready for transport, the MFD dispatcher is to be contacted. If the ALS unit's remaining response time is greater than the transport time to the closest, medically appropriate facility, the EMS provider may transport the patient to that facility.
4. An ALS intercept may be considered if the closest hospital is not a medically appropriate facility.

## Private Provider Interfacility Unit

If a private provider interfacility unit is on the scene of a non-interfacility call and personnel determine that a patient requires ALS evaluation/care in accordance with the **City of Milwaukee Emergency Medical Services System Handbook of Operations, PRIVATE PROVIDER INTERFACE WITH MFD, MFD Advanced Life Support Units**, the following procedure is to be followed:

1. As soon as possible, the interfacility unit on the scene is to request a Milwaukee County MED unit and information regarding the locations from which the MED unit is responding.
2. The inter-facility unit shall only operate under the scope of practice as approved by the State of Wisconsin and the Milwaukee County Paramedic System as approved by the Director of Medical Services, Milwaukee County EMS.
3. The interfacility unit on the scene is to contact their Medical Control and begin providing advanced life support care as approved by the State of Wisconsin and the Milwaukee County Paramedic System as approved by the Director of Medical Services, Milwaukee County EMS.
4. The interfacility unit on the scene should continue ALS care until the MED unit arrives and a transfer of patient care occurs.
  - a. It will be the responsibility of the responding Milwaukee County MED unit to transport the patient.
  - b. If a load and go situation may exist, **Deviation from ALS Evaluation Policy (Load and Go)** must be followed.
5. The transference of medical control will automatically be assumed at the time that patient care is transferred to the responding Milwaukee County MED unit.
6. Continuous quality improvement
  - a. All ambulance transfers that require an interface with a Milwaukee County Paramedic MED Unit shall be reviewed by the individual inter-facility provider utilizing the approved CQI form.
  - b. A copy of the patient transfer record and dispatch record shall be attached to the completed Inter-facility CQI Form and forwarded to the Director of Medical Services, Milwaukee County EMS upon request.
  - c. Policy and procedure will be developed to safeguard patient care information in accordance with all State laws and rules.

## TRANSPORT PROTOCOL

The patient is to be transported to the hospital of his/her choice unless medical or weather conditions warrant transport to the closest medically appropriate hospital.

Patient transport to a hospital which does not offer full-time emergency care requires previous arrangements by the patient's physician.

### **Minors**

In a medical emergency situation, where a parent, guardian or parent-designated responsible party is not present, the child may be transported without parental permission. In such instances, a message should be left for the parents or guardian briefly describing circumstances and identifying the destination.

### **Refusal**

If a patient refuses treatment and/or transport:

1. Attempt to complete a history and physical examination to determine the primary working assessment.
2. Advise the patient (parent or guardian if the patient is a minor) of your findings and/or reasons why there is a need to examine the person and why assistance may be necessary.
3. Ask the patient (parent or guardian if the patient is a minor) if he/she understands the explanation. Attempt to evaluate the patient's level of comprehension of the English language and of the content of the discussion.

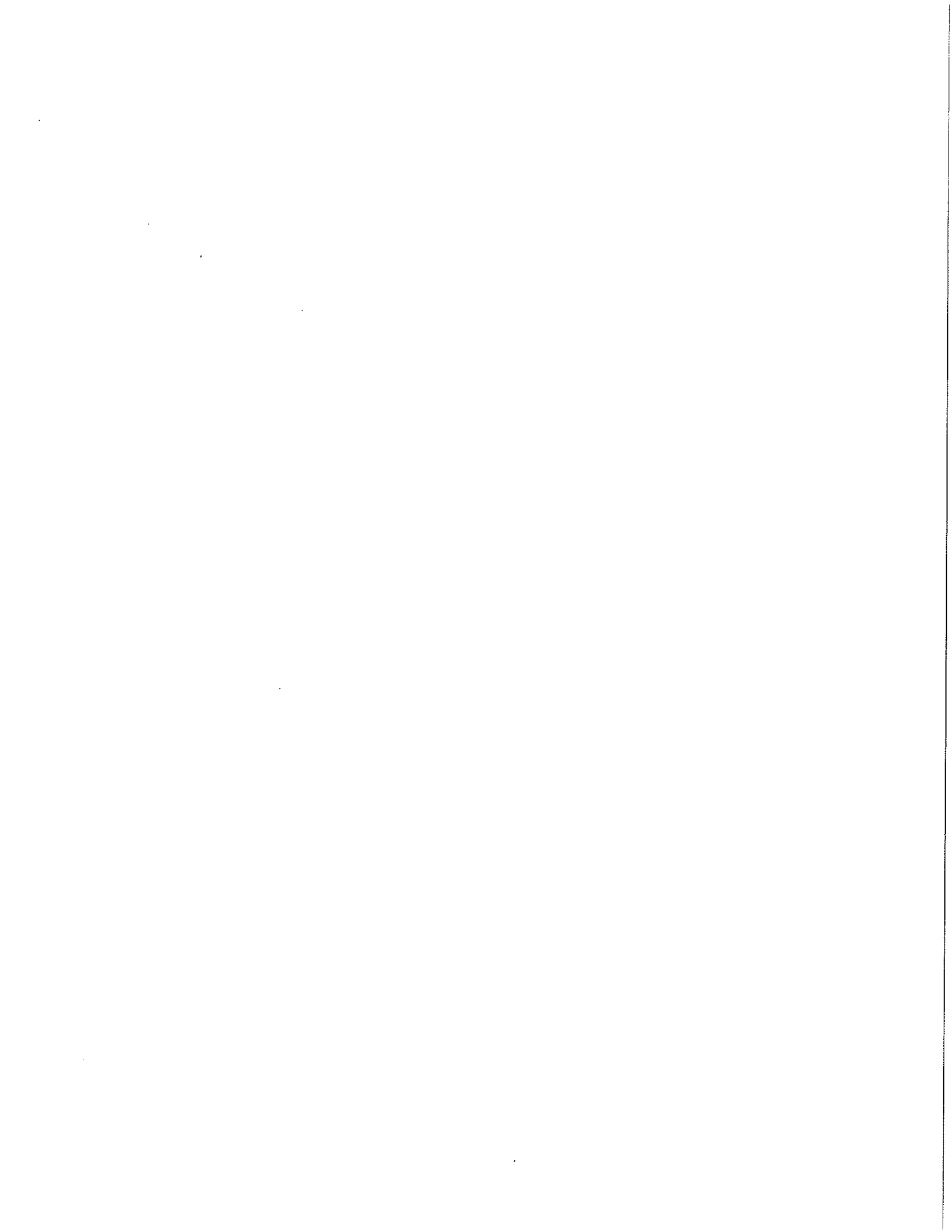
4. Encourage consent if the patient appears undecided.
5. Ask the patient (parent or guardian if the patient is a minor) if he/she understands, and accepts the potential consequences of refusal of care and/or transport.
6. Determine whether the patient has potential injuries, illness and/or judgment-altering substance use that may impair decision-making ability.

If, in the judgement of the EMS team, the patient is not able to fully comprehend the consequences of refusing medical care and/or transport (e.g., the patient does not have decision-making ability), the appropriate law enforcement agency must be contacted to facilitate patient transport.

If, in the judgement of the EMS team, the patient is able to fully comprehend the consequences of refusing medical care and/or transport, and the patient continues to the following information is to be documented on the EMS report form:

1. Medical evaluation/treatment offered
2. Ambulance transport offered
3. Explanation to patient of possible complications of non-treatment/transport. Threat to life/limb if appropriate.
4. Explanation of hazards of transport by other than emergency vehicle
5. Methods to receive evaluation/treatment if desired at a later time





Patients in need of specialty care should be transported to the closest appropriate receiving facility based on the following information:

PATIENT ASSESSMENT	SPECIALTY HOSPITAL
Medical emergencies (paramedic receiving)	Children's Hospital of Wisconsin Columbia Community Memorial Froedtert Memorial Lutheran St. Francis St. Joseph's St. Luke's - Milwaukee St. Luke's - South Shore St. Mary's - Milwaukee St. Mary's - Ozaukee St. Michael Sinai Samaritan - East Campus West Allis Memorial
Need for trauma center evaluation (see criteria list on page 30)  Burns and/or possible carbon monoxide poisoning <b>WITH</b> <b>major/multiple trauma</b>	Froedtert Memorial Lutheran Children's Hospital of Wisconsin
Possible carbon monoxide poisoning <b>WITHOUT</b> burns/major <b>trauma</b>	<b>Transport to the closest:</b> Froedtert Memorial Lutheran St. Luke's - Milwaukee St. Mary's - Milwaukee
Significant burns (thermal, chemical or electrical) <u>with or</u> <u>without</u> possible carbon monoxide poisoning <b>WITHOUT</b> major <b>trauma</b>	St. Mary's - Milwaukee

PATIENT ASSESSMENT	SPECIALTY HOSPITAL
Other hyperbaric (air embolism, decompression disease--bends)	Froedtert Memorial Lutheran St. Luke's - Milwaukee
Major pediatric illness/injury	Children's Hospital of Wisconsin
Unstable newborns	<b>Transport to the closest Neonatal Intensive Care Unit:</b> Children's Hospital of Wisconsin Sinai Samaritan - East Campus St. Joseph's St. Mary's
Sexual Assault - without co-existing life threatening condition	Female adults (over 18) Sinai Samaritan - West Campus  Children- (18 and under) Children's Hospital of Wisconsin

## Trauma Center Evaluation

Trauma patients assessed with the following are to be transported to a trauma center for evaluation:

1. Glasgow coma scale 13 or less  
(Table of Glasgow coma scale in appendix)
2. Systolic blood pressure < 90
3. Respiratory rate <10 or >29
4. Injuries that include:
  - a. Penetrating injury to head, neck, chest, axilla, abdomen, back, buttocks, pelvis, groin
  - b. Flail chest
  - c. Trauma plus burns to face, airway or 18+% total body surface area
  - d. Two or more proximal long bone fractures (femur, humerus)
  - e. Amputation above wrist or ankle
  - f. New-onset paralysis (traumatic)

5. Mechanism of injury that includes:
  - a. Motor vehicle accident in which:
    - 1) The estimated crash speed was 40 mph or greater.
    - 2) Prolonged or complicated extrication was required.
    - 3) Passenger compartment intrusion of greater than 12 inches occurred.
    - 4) Another occupant of the vehicle was killed.
    - 5) The patient was ejected from the vehicle.
    - 6) The vehicle rolled over.
  - b. Injuries from a motorcycle or bicycle accident in which:
    - 1) The estimated impact speed was 20 mph or greater.
    - 2) The rider was thrown from the cycle.
  - c. Struck by a motor vehicle (pedestrian).
  - d. Fall of 20 feet or greater.

## EMS COMMUNICATIONS SYSTEM

1. In Milwaukee County UHF radio frequencies are used to communicate between ambulances and hospital emergency departments. There are two assigned frequencies: north side hospitals and south side hospitals.
2. The receiving hospital should be notified by radio of patient transport as soon as possible.
3. To contact a specific hospital, switch to the appropriate frequency and key in the appropriate code on the touch tone pad. The codes are:

a. North side hospitals:

St. Michael	101
Northwest General	102
St. Mary's - Milwaukee	103
Columbia	104
Sinai Samaritan - East	105
St. Joseph's	106
Sinai Samaritan - West	108

b. South side hospitals:

St. Luke's - South Shore	501
Veteran's	502
Milwaukee County Paramedic Base*	503
West Allis Memorial	504
St. Luke's	505
St. Francis	508

\* Includes Children's Hospital of Wisconsin and Froedtert Memorial Lutheran Hospital.

4. Ambulances may also relay information on the state network by patching through Paramedic Base.
5. When making a report to a receiving hospital, the following format is to be used:
  - a. Identify private provider and squad number.
  - b. Patient's age and sex.
  - c. Major complaints.
  - d. Vital signs.
  - e. Level of consciousness.
  - f. Significant medical history.
  - g. Care given.
  - h. Estimated time of arrival.
  - i. Make comments or answer questions.
  - j. Clear channel by announcing call letters.

### EMS REPORT FORM

1. All providers of basic life services participating in the City of Milwaukee Emergency Medical System must use an EMS report form which has been approved by the State of Wisconsin.
2. An EMS report is to be generated for each patient contact.
3. Provider is to present a verbal and written EMS report to the receiving provider whenever transfer of patient care occurs.
4. The private provider is to retain a copy of the EMS report for a minimum of seven years.
5. The EMS report form is to be completed accurately and legibly. It may be subpoenaed as a legal document.
6. The EMS report is the property of the originating agency. Any copy that is handed over to the transporting unit is to be given to the receiving facility. The report, or a copy, is not to be kept by the transporting unit, if not the originating agency.

### SPECIAL EVENT COVERAGE

A "Special Event" is defined as any event in which previous arrangements have been made for a designated EMS provider to be on site for any period of time. The presence of a designated EMS provider on site for any period of time will constitute "special event coverage".

#### **Special Event Coverage Notification Policy -**

Submission of special event coverage notification is required of every City of Milwaukee private ambulance provider in attendance at a special event in the City of Milwaukee, regardless of the size of the event.

The City of Milwaukee Fire Department and the Health Department will review the special event coverage notification information and determine if the indicated special event coverage, the size, nature and location of the event has an impact on the City of Milwaukee EMS system.

#### **Special Event Coverage Notification Procedure -**

The private ambulance provider participating in special event coverage must submit the following notification forms at least 5 business days prior to the event:

1. Form 1 - Submitted to the City of Milwaukee Health Department and the Milwaukee Fire Department for all special event coverage.
2. Form 2 - Submitted any time special event coverage is provided outside of a private ambulance provider's designated service area. This form is to be submitted to the private ambulance provider in whose designated service area the event coverage is occurring.

#### **Special Event Responses (BLS)**

When proper notification has been made regarding a provider's standby at a special event, and a 911 call is received by MFD dispatch requiring a private provider to respond to a special event, the sector provider will be dispatched. The first provider to access the patient is to be allowed to continue care and provide transport if required. If units arrive simultaneously, the event provider will be allowed to provide care and transport.



## MULTI-CASUALTY INCIDENTS (MCI)

A multi-casualty incident exists whenever six or more patients may require transport from a single incident.

The Milwaukee Fire Department Bureau of Technical Services Communications section (dispatch) must be notified in the event of any MCI. The MFD paramedic shift supervisor will be dispatched to assist with scene management.

### **Hospital Notification**

The first EMS unit to arrive on the scene, with the ability to contact paramedic base (Car 15, MED unit, paramedic engine, fire squad, or private provider) must contact paramedic base to:

1. Report the type of incident and location.
2. Report the approximate number of patients.

Hospital poll information from paramedic base is to be relayed to the MFD EMS Operations Officer.

### **Staging**

Upon arrival at a known multiple patient incident, the responding private provider personnel are to report to:

1. The EMS Staging Officer if a staging area has been established.
2. The MFD EMS Operations Officer if no staging area has been defined.

Private provider personnel are to position the ambulance in a manner that allows for rapid egress and does not interfere with other responding units.

All EMS units on the scene will operate under the direction of the EMS Operations Officer.

## Transport

The following information must be reported to the MFD EMS Operations Officer for any patient transported from a multi-casualty incident or fire scene:

1. Name
2. Sex
3. Home address
4. Location of patient when found
5. Chief complaint
6. Other injuries
7. Transport destination

Transport of patients from a MCI will be as directed by the transport officer. When transporting, each transport unit will contact the receiving hospital with the following information:

1. Private provider name and squad number.
2. Patient's age.
3. Major complaint(s) or triage code (red, yellow, green).
4. Estimated time of arrival.

**PRIVATE PROVIDER INTERFACE**  
**WITH THE MILWAUKEE POLICE DEPARTMENT**

**Crime Scenes and Potentially Dangerous Situations**

When responding to crime scenes and potentially dangerous situations, private providers are to:

1. Make a determination regarding the safety of the scene based upon **both** the given information and scene observation.

If it is determined that the scene is not safe to enter, the unit is to stage in a safe area in the vicinity of the alarm until the scene is secured.

2. Leave the scene if it becomes potentially dangerous.

The private provider is to wait for police assistance or until the scene has become controllable prior to reentry.

3. Attempt to preserve the scene. If the victim of an apparent crime/suicide is dead, **do not move the body**. Do not touch or move anything else. Prior to leaving the scene, remove medical waste after receiving clearance from the investigating officer.

**Notification**

The Milwaukee Police Department should be notified immediately in the following circumstances:

1. Any death
2. Suspected SIDS (including patients that have been transported to a hospital)
3. Any injury caused by firearms or other weapons

4. Assault/battery complaints
5. Suspected child abuse/neglect - Wisconsin Statute 48.981 (1)
6. Suspected elder abuse - Wisconsin Statute 46.90
7. Sexual assaults - Wisconsin Statute 940.225
8. Overdose
9. Poisonings (whether homicidal, suicidal, or accidental)  
- Wisconsin Statute 979.01
10. Any other crime
11. Need for emergency detainment or protective custody
12. Any critical injury caused by unusual circumstances such as explosion or industrial accident
13. Personal injury motor vehicle accident
14. Personal injury on city property
15. Whenever there is a question whether or not the police should be contacted.

### **Police Investigations**

All EMS personnel are required to cooperate in police investigations (Wisconsin Statute 946.41).

## TRANSPORT OF PERSONS IN POLICE CUSTODY

1. Ambulance transport for persons in police custody, exclusive of emergency detention under Wisconsin Statute 51.15, and protective custody under Wisconsin Statute 51.45 (11)(b), is to be to the closest medically appropriate hospital.
2. Ambulance transports for persons placed under protective custody pursuant to Wisconsin Statute 51.45 (11)(b), may be transported to the detoxification facility designated by Milwaukee County under the provisions of Wisconsin Statute Chapter 51.42, or the closest medically appropriate hospital.
3. All persons held on emergency police detention under Wisconsin Statute 51.15, may be transported directly to the Milwaukee County Mental Health Psychiatric Crisis/Admitting Center by private providers in accordance with the following guidelines:

### If the patient is suicidal -

All of the following conditions must be met:

No ingestion/overdose or injury to self

Vital signs are normal

No active, ongoing medical problems (e.g., untreated diabetes mellitus)

If the patient is not suicidal -

All of the following conditions must be met:

History of psychiatric illness

No ingestion/overdose or injury to self

Vital signs are normal

No active, ongoing medical problems (e.g., untreated diabetes mellitus)

If the patient's status is unclear, contact the Psychiatric Crisis Service.

If medical care is necessary, transport to the closest, medically appropriate hospital.

An officer may accompany the patient. Private provider personnel will be provided with a completed MPD Form PP-42.

4. Prisoner transports are to be made according to the transport protocol. An officer is to accompany all prisoners.

### **Billing**

Billing for transport of persons in police custody will be done in accordance with the contract currently in place between the City of Milwaukee and the private providers.

## INITIATION AND/OR TERMINATION OF CARDIOPULMONARY RESUSCITATION (CPR)

The following guidelines are to be followed regarding the initiation and/or termination of cardiopulmonary resuscitation (CPR).

1. CPR must be initiated as soon as safely possible on all pulseless, apneic patients except in the presence of:
  - a. Decapitation. (Removal of the head or a penetrating head injury with gross extrusion of brain matter.)
  - b. Rigor mortis. (Rigidity of the body due to changes in the muscles after death.)
  - c. Tissue decomposition. (Deterioration of body tissue after death.)
  - d. Dependent lividity. (Purple/blue discoloration due to gravitation of blood to the lowest areas of the body after death.)
  - e. Do not resuscitate orders, if approved by the private provider's medical director.
  - f. A valid State of Wisconsin Do Not Resuscitate (DNR) bracelet.
2. Any pulseless, apneic patient that does not meet these criteria must be evaluated by a MFD ALS unit. The private provider is to initiate basic life support and defibrillation protocol if applicable. If no MFD ALS unit is available, the private provider is to provide transport to the closest medically appropriate hospital.
3. If CPR is not initiated, documentation must include which of the criteria listed in #1 (e.g., rigor mortis of the neck and jaw) was used to determine that CPR was not indicated.

## MANAGEMENT OF DECEASED PERSONS

The following guidelines are to be adhered to by private provider personnel for management of deceased persons.

### I. **Suspicious Deaths**

The death is considered to be from other than natural causes, including suspected sudden infant death syndrome (SIDS), crimes, suicide and accidental death.

#### A. Notification of Police/Medical Examiner (M.E.)

1. **CPR was not indicated**, as per criteria for beginning CPR.
  - a. Private provider personnel are to request through their dispatcher:
    - (1) Milwaukee Police Department (MPD) notification
    - (2) Medical Examiner (ME) notification
2. **CPR was initiated** by the first-in BLS unit and care turned over to responding ALS unit.
  - a. MFD ALS unit personnel are to request notification of MPD and ME.
  - b. If non-MFD ALS unit, private provider personnel are to request notification of MPD and ME through their dispatcher.



B. Interface with the Police Department

1. To maintain the chain of custody, an EMS provider must stand by until the arrival of the police department or medical examiner.
  - a. The private provider is to stand by if the only EMS provider on the scene.
  - b. If ALS interventions performed
    - (1) by MFD unit - MFD unit is to stand by.
    - (2) by non-MFD unit - private provider is to stand by.
2. The MPD/ME will assume custody of the body upon arrival.
3. If standing by, the private provider personnel will supply the Milwaukee Police Department investigating officer/Medical Examiner with a verbal report of the following information:
  - a. Names of personnel staffing the responding unit.
  - b. The time that it was determined that the patient met criteria for non-resuscitation (decapitation, rigor mortis, tissue decomposition, or dependent lividity)

or
  - c. The time it was determined that the patient had a valid "do not resuscitate" order/bracelet.

or

or

- d. The time paramedics discontinued resuscitation efforts or determined that no resuscitation efforts were indicated.
4. If assessment/resuscitation attempt was performed by the ALS unit, the paramedic report is to be completed and given to the Medical Examiner investigator or funeral director. In the event that the M.E. or funeral director is not on the scene, the envelope should be left in the custody of the MPD.
5. The private provider may return to service when the transfer of the body is complete.

C. Disposition of the body

1. Do not move the body unless necessary for assessment, resuscitation attempt or scene control.
  - a. The body should not be covered unless absolutely necessary, and then only with a clean, disposable blanket.
  - b. Transportation will be arranged through the Medical Examiner's office by MPD personnel.
2. If the body was placed in the private provider's unit for assessment, resuscitation attempt or scene control
  - a. The body is not to be moved to another vehicle; the unit will transport to the Medical Examiner's office.
  - b. A Criminal Investigation Bureau Detective or Lieutenant of Detectives must first authorize transport of the body.

- c. A police officer or detective will ride with the unit to the Medical Examiner's office to ensure proper transfer of custody of the body.

D. Private Provider Guidelines for Transport of Deceased Persons

1. The private provider is to notify the Medical Examiner's office of the transport via telephone at 223-1200.
2. If no investigator is available, the Milwaukee County Sheriff's dispatcher taking the call will provide the private provider with the phone number of the investigator's cellular phone.
  - a. The private provider is to contact the investigator via the cellular phone to arrange for access to the Medical Examiner's office.
  - b. If the investigator will be delayed longer than 30 minutes, personnel from the Medical Examiner's office will be called in from off duty to accept the body.
3. The Medical Examiner's office is located at 933 West Highland Avenue. Enter on 9th street between West Highland Avenue and West State Street at pole #1041. Ring the bell to gain entry.
4. An EMS report is to be completed and a copy will be left at the Medical Examiner's office.
5. A member of the transporting private provider unit will witness and sign the property inventory performed by the Medical Examiner's investigator.

## II. Non-suspicious Deaths

The death is apparently due to natural causes

### A. Notification of Police/Medical Examiner

1. **CPR was not indicated**, as per criteria for beginning CPR.
  - a. Private provider personnel are to request through their dispatcher:
    - (1) Milwaukee Police Department notification
    - (2) Medical Examiner notification
2. **CPR was initiated** by the first-in BLS unit, and care turned over to responding ALS unit.
  - a. MFD ALS unit personnel are to request notification of MPD and ME.
  - b. If non-MFD ALS unit, private provider personnel are to request notification of MPD and ME through their dispatcher.

### B. Interface with the Milwaukee Fire Department

1. If MFD personnel are on the scene, they will assume custody of the body and the private provider will be released.
2. If MFD units are standing by and the MPD or ME is not on the scene within 20 minutes of dispatch notification of 10-99, the MFD dispatcher will request a private provider. The MFD dispatcher will also request an estimated time of

arrival (ETA) from the MPD unit and relay to the responding private provider.

- a. The private provider will assume custody of the body and stand by in place of the MFD unit until the arrival of the MPD/ME.
- b. Based on the ETA of the responding MPD unit, the private provider may decide to stand by at the scene or to transport directly to the Medical Examiner's office.

C. Interface with the Police Department

1. To maintain the chain of custody, an EMS provider must stand by until the arrival of the police department or medical examiner.
  - a. The private provider is to stand by if the only EMS provider on the scene or if ALS unit on scene is non-MFD.
    - (1) If the police department is not on the scene within 20 minutes after notification (confirm time elapsed with dispatch), the transport unit may proceed to the Medical Examiner's office without police interface.
2. The MPD/ME will assume custody of the body upon arrival.
3. The private provider personnel will provide the Milwaukee Police Department investigating officer/Medical Examiner with a verbal report of the following information:

- a. Names of personnel staffing the responding unit.
- b. The time that it was determined that the patient met criteria for non-resuscitation (decapitation, rigor mortis, tissue decomposition, or dependent lividity, DNR order/bracelet).

or

- c. The time paramedics discontinued resuscitation efforts or determined that no resuscitation efforts were indicated.
4. If assessment/resuscitation attempt was performed by the ALS unit, a paramedic report is to be completed and given to the Medical Examiner investigator or funeral director. In the event that the M.E. or funeral director is not on the scene, the envelope should be left in the custody of the MPD.
  5. The private provider may return to service when the transfer of the body is complete.

D. Disposition of the body

1. If the body is in a private building, residence or a public area that can be secured from public view:
  - a. Do not move the body or disturb the scene.
  - b. The body should not be covered unless absolutely necessary, and then only with a clean, disposable blanket.

- c. Transportation will be arranged through the Medical Examiner's office by MPD personnel.
2. If the body is located in a public area that cannot be secured from public view:
  - a. The body is to be placed in the private provider's unit.
3. If the body was placed in the private provider's vehicle for assessment, resuscitation attempt, or scene control, or to secure from public view, the unit will transport to the Medical Examiner's office.

E. Transport Guidelines for Private Providers

1. The private provider must notify the Medical Examiner's office of the transport via telephone at 223-1200.
2. If no investigator is available, the Milwaukee County Sheriff's dispatcher taking the call will provide the private provider with the phone number of the investigator's cellular phone.
  - a. The private provider is to contact the investigator via the cellular phone to arrange for access to the Medical Examiner's office.
  - b. If the investigator will be delayed longer than 30 minutes, personnel from the Medical Examiner's office will be called in from off duty to accept the body.

3. The Medical Examiner's office is located at 933 West Highland Avenue. Enter on 9th street between West Highland Avenue and West State Street at pole #1041. Ring the bell to gain entry.
4. An EMS report is to be completed and a copy will be left at the Medical Examiner's office.
5. A member of the transporting private provider unit will witness and sign the property inventory performed by the Medical Examiner's investigator.

Billing for transport of deceased persons to the Medical Examiner's office will be done in accordance with the current agreement between the Medical Examiner and the private providers.



## APPENDIX

### Glasgow Coma Scale

EYES	VERBAL	MOTOR
4 - Opens spontaneous	5 - Oriented	6 - Obeys spontaneous
3 - Opens to speech	4 - Confused	5 - Localizes
2 - Opens to pain	3 - Inappropriate	4 - Withdraws
1 - None	2 - Incomprehensible sounds	3 - Flexor posturing
	1 - None	2 - Extensor posturing
		1 - None

The number corresponding to the most appropriate description should be selected in each column and totaled for the Glasgow coma scale.

MILWAUKEE FIRE DEPARTMENT

STANDARD GUIDELINES  
EMERGENCY MEDICAL SERVICES

EXHIBIT

"B"

INDEX: SUPPORT 2.1

DATE: June 6, 1996

SUBJECT: PRIVATE AMBULANCE PROVIDER RESPONSES/SERVICE AREAS

APPROVED BY:

PRIVATE AMBULANCE PROVIDER RESPONSES

The following guidelines have been established to govern situations involving private ambulance provider services within the City of Milwaukee Emergency Medical Services (EMS) System.

1. A Milwaukee Fire Department unit requests a private provider for transport.
  - a. The private provider dispatched by the Fire Department is to make the transport, unless specified otherwise by the patient or family.
  - b. When a private provider is requested because the patient requires ALS transport and no MED units or Life Saving Squads are available, the private provider dispatched by the Fire Department is to make the transport.
  - c. Patient care is to be transferred from the Milwaukee Fire Department unit to the private provider before transport can be initiated by any private provider.
  
2. More than one (1) private provider responds to the scene.
  - a. The designated provider for the service area is to make the transport, unless specified otherwise by the patient or family.
  - b. The MFD dispatcher is to be contacted for confirmation regarding which ambulance company was dispatched by the Fire Department.

3. A private provider receives a private call which meets the MFD protocol for an ALS response.
  - a. The private provider is to notify MFD dispatch.
  - b. MFD will dispatch the nearest MFD BLS and ALS unit.
  - c. The private provider company receiving the original call will dispatch a transport vehicle (no lights or siren).
  - d. The Car 300 radio transmission will include the name of the private ambulance provider which will be responding with the MFD unit.
  - e. If it is determined that an ALS transport is not necessary, the private provider that received the original call will be allowed to make the transport, regardless of the service area, unless specified otherwise by the patient or family.
  
4. A private provider is contracted by individuals/groups to stand-by at an event in another private provider's service area. The City of Milwaukee EMS system (911) is activated for a response to the event.
  - a. The private provider designated for that service area (dispatched by the EMS system) will make the transport, unless specified otherwise by the patient or family.
  
5. A conflict arises between MFD units and the private provider(s) on the scene.
  - a. The company officer is to intervene to mitigate the situation.
    - 1) The Bureau of EMS is to be notified at extension 8960 after returning to quarters regarding the situation. A message may be left if there is no answer.
    - 2) A Form F-105 is to be forwarded to the Chief explaining the circumstances of the incident.

### PRIVATE AMBULANCE PROVIDER SERVICE AREAS

Milwaukee City Ordinance 75-15, specifies the boundaries of the service areas and the certified ambulance provider to which each service area is assigned. This plan has been amended by Common Council File Number 921626.

#### SERVICE AREA #1 - PARATECH AMBULANCE SERVICE

**East, North, and West boundaries** are City Limits. **South boundary:** East on West Burleigh Street (exclusive) from City Limit to North 35th Street. North on North 35th Street (exclusive), from West Burleigh Street to West Townsend Street. East on West Townsend Street (inclusive), from North 35th Street to North 27th Street. North on North 27th Street (inclusive), from West Townsend Street to West Keefe Avenue. East on West Keefe Avenue (inclusive), from North 27th Street to Milwaukee River.

#### SERVICE AREA #2 - MEDA-CARE AMBULANCE SERVICE

**East and West boundaries** are City Limits. **North boundary:** East on West Burleigh Street (inclusive), from City Limit to North 35th Street. North on North 35th Street (inclusive), from West Burleigh Street to West Townsend Street. East on West Townsend Street (exclusive), from North 35th Street to North 27th Street. North on North 27th Street (exclusive), from West Townsend Street to West Keefe Avenue. East on West Keefe Avenue (exclusive), from North 27th Street to Milwaukee River. East from Milwaukee River (inclusive), along East Edgewood Avenue (inclusive) to City Limit. **South boundary:** East on West North Avenue (exclusive), from City Limit to North 20th Street. North on North 20th Street (inclusive), from West North Avenue to West Center Street. East on West Center Street (inclusive), from North 20th Street to North 6th Street. South on North 6th Street (inclusive), from West Center Street to West North Avenue. East on West North Avenue (exclusive), from North 6th Street to City Limit.

#### SERVICE AREA #3 - CURTIS UNIVERSAL AMBULANCE SERVICE

**West and South boundaries** are City Limits. **North Boundary:** East on West North Avenue (inclusive), from City Limit to North 20th Street. **East Boundary:** South on North 20th Street (exclusive), from West North Avenue to West Greenfield Avenue. East on West Greenfield Avenue (exclusive), from South 20th Street to South 17th Street. South along South 17th Street, approximately 1700 West (exclusive), from West Greenfield Avenue to West Layton Avenue. South from @ 1700 West Layton Avenue, and West of North South Freeway I-94 (inclusive), South to City Limits.

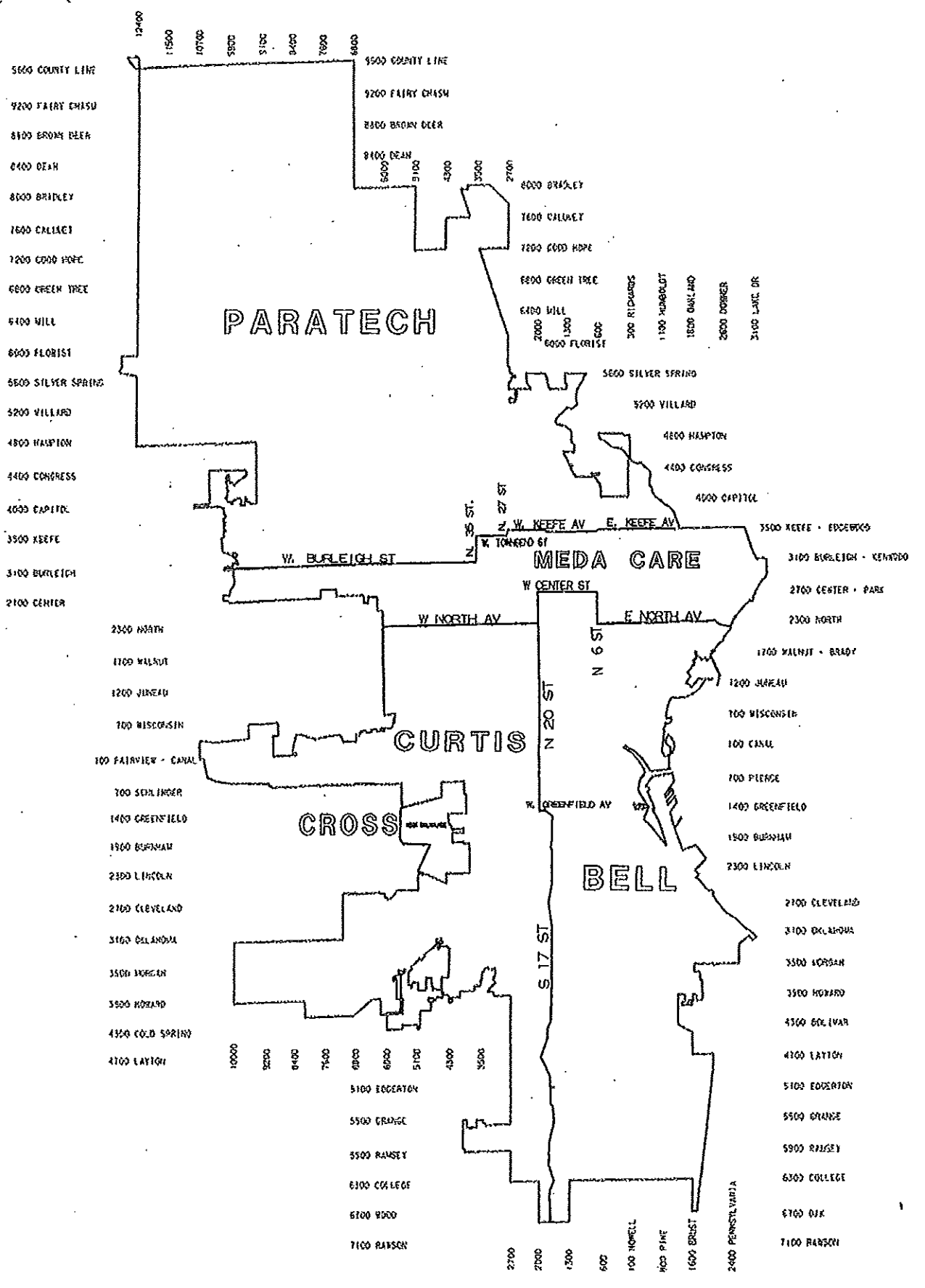
**SERVICE AREA #4 - BELL AMBULANCE SERVICE**

**East and South boundaries** are City Limits. **North boundary:** East on West Center Street (exclusive), from North 20th Street to North 6th Street. South on North 6th Street (exclusive), from West Center Street to West North Avenue. East on West North Avenue (inclusive), from North 6th Street to City Limit. **West boundary:** South on North 20th Street (exclusive), from West Center Street to West North Avenue. South on North 20th Street (inclusive), from West North Avenue to West Greenfield Avenue. East on West Greenfield Avenue (inclusive), from South 20th Street to South 17th Street. South on south 17th Street, and approximately 1700 West (inclusive), from West Greenfield Avenue to West Layton Avenue. South from @ 1700 West Layton Avenue, and East of North/South Freeway I-94 (exclusive), South to City Limits.

**SERVICE AREA #5 - CROSS AMBULANCE SERVICE**

City of West Milwaukee boundaries.

Original: 9/15/95
Revised: 6/6/96



5600 COUNTY LINE  
 9200 FAIRY CHASM  
 8100 BROWN DEER  
 8400 DEAN  
 8600 BRADLEY  
 7600 CALWELLY  
 7200 GOOD HOPE  
 6600 GREEN TREE  
 6400 MILL  
 6000 FLORIST  
 5600 SILVER SPRING  
 5200 VILLARD  
 4800 HAMPTON  
 4400 CONGRESS  
 4000 CAPITOL  
 3500 KEEFE  
 3100 BURLEIGH  
 2700 CENTER

2300 NORTH  
 1700 WALNUT  
 1200 VINEAUX  
 700 WISCONSIN  
 100 FAIRVIEW - CANAL  
 700 SEHLINGER  
 1400 GREENFIELD  
 1900 BURMAN  
 2300 LINCOLN  
 2700 CLEVELAND  
 3100 DELAWARE  
 3500 MORGAN  
 3900 HOWARD  
 4300 COLD SPRING  
 4700 LATTIN

10000  
 9200  
 8400  
 7600  
 6800  
 6000  
 5100  
 4300  
 3500  
 5100 EDUCATION  
 5500 ORANGE  
 5900 RAMSEY  
 6300 COLLEGE  
 6700 WOOD  
 7100 HANSON

2700  
 2000  
 1300  
 600  
 100 HOWELL  
 100 PINE  
 1600 BRIST  
 2400 PENNSYLVANIA

5600 COUNTY LINE  
 9200 FAIRY CHASM  
 8100 BROWN DEER  
 8400 DEAN  
 8600 BRADLEY  
 7600 CALWELLY  
 7200 GOOD HOPE  
 6600 GREEN TREE  
 6400 MILL  
 6000 FLORIST  
 5600 SILVER SPRING  
 5200 VILLARD  
 4800 HAMPTON  
 4400 CONGRESS  
 4000 CAPITOL  
 3500 KEEFE - EDGERTON  
 3100 BURLEIGH - KENTWOOD  
 2700 CENTER - PARK  
 2300 NORTH  
 1700 WALNUT - BRADY  
 1200 JUREAU  
 700 WISCONSIN  
 100 CANAL  
 700 PIERCE  
 1400 GREENFIELD  
 1900 BURMAN  
 2300 LINCOLN  
 2700 CLEVELAND  
 3100 DELAWARE  
 3500 MORGAN  
 3900 HOWARD  
 4300 BOLIVAR  
 4700 LATTIN  
 5100 EDGERTON  
 5500 ORANGE  
 5900 RAMSEY  
 6300 COLLEGE  
 6700 OAK  
 7100 HANSON

PARATECH

CURTIS

CROSS

MEDA CARE

BELL

## SECOND AMENDMENT TO LEASE AGREEMENT

### Exhibit C to Intergovernmental Cooperation Agreement Between the City of Milwaukee and Village of West Milwaukee Regarding Fire Services, \_\_\_\_\_, 2013

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** ("Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the VILLAGE OF WEST MILWAUKEE ("LESSOR") and the CITY OF MILWAUKEE ("LESSEE").

#### RECITALS

- A. In 1991, LESSOR and LESSEE entered into a fire suppression services agreement and a corresponding lease for the firehouse premises located at 4515 West Burnham Street, West Milwaukee (the "1991 Fire Services Agreement" and the "1991 Lease," respectively).
- B. In 2003, LESSOR and LESSEE entered into that certain Intergovernmental Cooperation Agreement Between the City of Milwaukee and the Village of West Milwaukee Regarding Fire Services (the "2003 Fire Services Agreement"), which terminated and replaced the 1991 Fire Services Agreement.
- C. In 2011, LESSOR and LESSEE entered into an Amendment to Lease Agreement dated October 1, 2011, which made certain amendments to the 1991 Lease (The Amendment to Lease Agreement and the 1991 Lease shall be referred to herein collectively as the "Lease") which had been contemplated by the 2003 Intergovernmental Cooperation Agreement, but not executed contemporaneously with the 2003 Agreement.
- D. In 2013, LESSOR and LESSEE entered into an amended Intergovernmental Cooperation Agreement Between the City of Milwaukee and the Village of West Milwaukee Regarding Fire Services (the "2013 Fire Services Agreement"), which terminated and replaced the 2003 Fire Services Agreement.
- E. Section III.A of the 2013 Fire Services Agreement contemplated an amendment to the Lease to revise the annual rent charged under the Lease and to make the Lease otherwise consistent with the 2013 Fire Services Agreement.
- F. Consistent with the provisions of the 2013 Fire Services Agreement, LESSOR and LESSEE wish to confirm amendment of the Lease as set forth herein.
- G. LESSEE's entry into this Amendment was authorized by City of Milwaukee Common Council File No. \_\_\_\_\_ dated \_\_\_\_\_, 2013, and LESSOR's entry into this Amendment was so authorized by Village of West Milwaukee Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2013.

## AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants herein and in the Lease contained, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. **Recitals.** The recitals above are hereby agreed to.
2. **Capitalized Terms.** Capitalized terms used herein, but not separately defined herein, shall have the meanings ascribed to those terms in the Lease.
3. **Amendment.** The Lease shall be, and is, amended as provided herein.
4. **Lease ¶ 2. (a) Restated.** Lease ¶ 2. (a) is hereby deleted in its entirety and replaced with the following:
  - (a) **Fire Services Agreement.** The Intergovernmental Cooperation Agreement Between the City of Milwaukee and the Village of West Milwaukee Regarding Fire Services dated \_\_\_\_\_, 2013.
5. **Lease ¶ 3 Restated.** Lease ¶ 3 is hereby deleted in its entirety and replaced with the following:
  3. **Rent.** LESSEE shall pay rent for its use of the Premises in the amount of Ninety Thousand Dollars (\$90,000.00) per annum through 2012. In the year 2013, rent shall be the sum of \$165,000.00. Thereafter, the annual rent payment shall increase by \$4,000.00 per year.
6. **Effective Date.** This Amendment shall be effective as of January 1, 2013.
7. **Title of Agreement.** This document shall be referred to and attached to the 2013 Intergovernmental Cooperation Agreement Between the City of Milwaukee and the Village of West Milwaukee Regarding Fire Services, \_\_\_\_\_ 2013 as "Exhibit C."
8. **Limited Amendment.** Except as provided herein, all other terms, conditions, and provisions of the Lease shall remain in full force and effect and are hereby ratified and reaffirmed by the parties hereto.
9. **Counterparts.** This Amendment may be executed in one or more counterparts which, when taken together, shall constitute one and the same document.



**IN WITNESS WHEREOF**, the parties executed this Amendment as of the date first written above.

<b>LESSOR: VILLAGE OF WEST MILWAUKEE</b>	<b>LESSEE: CITY OF MILWAUKEE</b>
By: _____ Ronald G. Hayward, President	By: _____ Tom Barrett, Mayor
And By: _____ Susan M. Schupp, Clerk	_____ James R. Owczarski, Clerk
	<b>COUNTERSIGNED:</b>  _____ Martin Matson, Comptroller

**THIS DOCUMENT WAS DRAFTED BY:**  
Mary L. Schanning, Assistant City Attorney  
City Attorney's Office, Milwaukee, Wisconsin

## **EXHIBIT D**

### **CAPITAL REPAIR AND REPLACEMENT**

For purposes of this agreement, the Village's responsibility for capital repair and replacement shall include any and all repairs or replacement of roof and structural elements of the premises (including roof, floors, subfloors, interior and exterior walls and foundation), plumbing, air conditioning and heating equipment. The Village shall be responsible for replacement (but not repair cabinets and lighting fixtures).

March 5, 1991

LEASE AGREEMENT

THIS INDENTURE, Made and entered into this 4th day of April, 1991, by and between the VILLAGE OF WEST MILWAUKEE, a Wisconsin municipal corporation, (hereinafter referred to as "LESSOR") and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, (hereinafter referred to as "LESSEE").

WITNESSETH:

LESSOR does hereby lease, demise and let to LESSEE the real property located at 4515 West Burnham Street, West Milwaukee, Wisconsin, which is legally described on Exhibit "A" attached hereto and by this reference incorporated herein, (hereinafter referred to as the "Premises") to be used for a fire house and activities undertaken by the Milwaukee Fire Department, but for no other purpose whatsoever without the written consent of LESSOR. This indenture is made and entered into by the parties hereto upon the following terms and conditions:

1. Term. The initial term of this Agreement shall commence as of the date of execution and shall terminate on December 31, 1991. The term of this Agreement shall be automatically extended for successive Lease Years unless LESSEE gives thirty (30) days advance written notice of its determination not to extend the term of this Agreement, or LESSOR exercises its option, under the terms of the Fire Service Agreement, to convey the Premises to LESSEE. Notwithstanding any

Exhibit  
E

other term of this Agreement to the contrary, this Agreement shall terminate upon termination of the Fire Service Agreement.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) Fire Service Agreement. The Agreement between LESSOR and LESSEE dated \_\_\_\_\_, 1991 providing for LESSEE to provide fire protection and other services to LESSOR. A copy of the Fire Service Agreement is attached as Exhibit "B".
- (b) Improvements. The modifications and additions to the Premises described on Exhibit "C".
- (c) Lease Year. The annual period from January 1st to December 31.

3. Rent. LESSEE shall pay rent for its use of the Premises during the term of this Agreement Ninety Thousand Dollars per annum plus the Incremental charge specified in the Fire Service Agreement. The rental for 1991 shall be prorated in accordance with the Fire Service Agreement.

4. Use of the Premises.

LESSEE shall use the Premises solely for a fire house and for activities undertaken by the Milwaukee Fire Department, but for no other purpose whatsoever without the written consent of LESSOR.

5. Improvements.

LESSOR agrees to furnish or construct the Improvements subject to the following terms and conditions:

- (a) LESSOR shall commence construction of the Improvements upon the execution of this Agreement and shall use its best efforts to substantially complete the Improvements by December 31, 1991.
- (b) The cost of the Improvements to be borne by LESSOR.
- (c) LESSOR shall complete the construction of the Improvements in substantial compliance with the plans and specifications approved by LESSEE.
- (d) LESSOR shall consult with the LESSEE concerning the construction design and materials to be utilized in conjunction with the completion of the Improvements, however, all decisions and actions pertaining to the administration of contracts for the completion of the Improvements shall be undertaken by LESSOR acting in its sole discretion. Notwithstanding the foregoing, LESSOR shall contract with LESSEE for communications, telephone and alarm installation and may contract with LESSEE for all Improvements set forth in Exhibit "C" at cost not to exceed the total cost set forth in Exhibit "C."
- (e) LESSOR, at its expense after the initial

construction of the Improvements is completed, shall make such permanent improvements, alterations or additions to the interior of Premises as LESSEE deems necessary, in order for the Premises to meet LESSEE's Fire Department standards, as well as any applicable State of Wisconsin standards and further provided that LESSEE shall have provided LESSOR with plans and specifications depicting such permanent improvements, alterations, or additions prior to the commencement of construction. All such additional improvements shall be undertaken consistent with the term of the Fire Service Agreement.

6. Fixtures.

- (a) LESSEE May Install: LESSEE may install and affix to the Leased Premises such fixtures, equipment and personal property as LESSEE may deem desirable, which shall remain LESSEE's sole property.
- (b) LESSEE May Remove: LESSEE shall have the right; at any time during the term of this Agreement, to remove or change any personal property or improvements which are not part of the initial improvements and which are

installed by LESSEE, at its sole expense, provided that if such removal damages any part of the Premises, LESSEE shall promptly repair such damage.

7. Housekeeping and Maintenance.

- (a) LESSEE shall furnish at its own expense: Such cleaning necessary to keep the Premises in a clean and sanitary condition. LESSEE's obligation to provide such cleaning services shall be limited to the removal of rubbish, sweeping, dusting, and spot cleaning.
- (b) LESSOR shall furnish at its own expense: maintenance or repair of the interior and exterior portion of the Premises, including the replacement of window and door glass, in order to keep the Premises in substantially the same condition as at the date of commencement of this Agreement, ordinary wear and tear excepted.

8. Utilities.

- (a) Service paid by LESSEE. LESSEE shall furnish, at its expense:
  - i. heating of the premises when required by the season;
  - ii. air conditioning;

- iii. water;
- iv. Electricity;
- v. Telephone service.

If LESSEE installs any equipment requiring additional leasehold improvements for the provision of utility service, LESSEE shall bear the cost of such improvements. Such facilities may be removed by LESSEE at its own expense upon the expiration or other termination of the term of this Agreement.

9. Damage to the Premises.

(a) If the Premises, or any portion thereof, during the term of this Agreement shall be damaged (otherwise than by causes ordinarily covered by fire and extended coverage insurance), by the act, default or negligence of LESSEE, or of LESSEE'S agents, employes, or guests LESSEE will pay to LESSOR upon demand such sum as shall be necessary to restore the Premises to their condition as of the commencement of this Agreement, except for ordinary wear and tear. The LESSEE hereby assumes full responsibility for the character, acts and conduct of its agents, employes and invited guests.

(b) In the event that the Premises or a substantial portion thereof shall be damaged by fire or some other cause not attributable to LESSEE so as to render the Premises unfit for use and occupancy by LESSEE, and if the Premises can be restored with reasonable diligence and at reasonable expense, in LESSOR'S sole discretion, within one hundred twenty (120) working days from



said damage, LESSOR may restore the Premises, at its sole expense, to their condition as of the commencement of this Agreement, reasonable wear and tear excepted. If LESSEE is unable to occupy the premises due to their condition and if replacement space cannot be provided by LESSOR, rent payments shall abate for the period that the Premises cannot be occupied by LESSEE. In the event that only a portion of the Premises cannot be occupied, then there shall be a proportionate rent abatement for such period.

10. Destruction of the Premises. In the event that the Premises, or a substantial portion thereof, shall be destroyed or so badly damaged by fire or some other cause so as to render the entire Premises unfit for use and occupancy by LESSEE, and if the Premises cannot be restored with reasonable diligence within one hundred twenty (120) working days from said destruction or damage, then this Agreement may be terminated by either party upon written notice to the other as provided herein. In the event of such termination, LESSEE shall pay rental for the Premises only up to the time the Premises are rendered unfit for use and occupancy by LESSEE, at the rate herein specified, and LESSEE hereby waives any and all claims for damages or compensation should this Agreement be so terminated. LESSEE expressly does not indemnify or hold LESSOR harmless from any claim for injury to person or property arising out of the negligent acts or omissions of LESSOR'S agents, employees or guests.

11. Indemnification and Insurance.

(a) LESSEE'S Indemnification. LESSEE agrees to indemnify and hold harmless LESSOR and its agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any injury or damage to any person (including death), property or business (1) sustained in or about the Premises; (2) resulting from the negligence or willful act of LESSEE, or its employees, or (3) resulting from the failure of LESSEE to perform its obligations under this Agreement; provided, however, LESSEE's obligations under this Paragraph shall not apply to injury or damage resulting from the negligence or willful act of LESSOR or its agents or employees.

(b) LESSOR'S Indemnification. LESSOR agrees to indemnify and hold harmless LESSEE and its agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any injury or damage to any person (including death) property or business (1) sustained in or about the Premises; (2) resulting from the negligence or willful act of LESSOR, its employees, agents, servants or invitees, or (3) resulting from the failure of LESSOR to perform its obligations under this Agreement, provided, however, LESSOR's obligations under this paragraph shall not apply to injury or damage resulting from the negligence or willful act of LESSEE, or its employees.

(c) LESSOR'S Insurance. At all times during the term of this Lease, the LESSOR shall maintain in effect insurance covering the Premises in substantially the form and with the limits and coverage set forth on Exhibit "D".

(d) Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Agreement, LESSEE shall not be responsible or liable to LESSOR for any event, act or omission to the extent covered by the proceeds of insurance obtained and maintained under this Agreement by LESSOR in connection with the Premises. LESSOR shall cause its policy or policies of insurance to contain effective waivers of subrogation for the benefit of LESSEE.

12. Laws. LESSEE shall, during the Lease Term, promptly comply with all laws, ordinances, rules and regulations applicable to the Premises now or hereafter in effect.

13. Liens and Claims. LESSEE shall not suffer or permit to be enforced against the Premises or any part thereof, any mechanic's, material supplier's, contractor's or subcontractor's lien arising from any work of construction, repair, restoration, replacement or improvement to the Premises by LESSEE. LESSEE shall pay any such lien, claim or demand before any action is brought to enforce it against the Premises. LESSEE agrees to hold LESSOR and the Premises harmless from all liability for all such liens, claims and demands, together with all costs in connection therewith.

14. Termination and Surrender. LESSEE further covenants and agrees to quit and surrender up the Premises to LESSOR at the end of the term in substantially the same condition as at the date of the commencement of the term of this Agreement, ordinary wear and tear excepted.

15. Assignment and Subletting.

LESSEE shall not assign, sublet, sell or otherwise transfer any portion of the Premises or LESSEE's interest therein, including this Agreement without the prior written consent of LESSOR which consent shall not be unreasonably withheld.

16. Access to the Premises. LESSEE shall have direct access to the Premises through the exterior entrances depicted on Exhibit "A". LESSOR shall have access to the Premises for inspection and maintenance purposes after providing reasonable advance notice to LESSEE.

17. Identification Sign(s). LESSEE may place an identification sign or signs on the exterior of the Premises to identify the Premises as LESSEE's fire house, provided, however, that the design, size and location of such sign or signs must be approved by LESSOR, which approval shall not be unreasonably withheld. All construction costs related to the placement and maintenance of such identification signs shall be borne by LESSEE and LESSEE shall be responsible for securing any necessary permits.

18. Exhibits. The Exhibits attached to this Lease are incorporated in full by this reference.

19. Time of the Essence. It is expressly understood and agreed to by the parties hereto that time is of the essence of each term and provision of this Agreement.

20. Waiver. One or more waivers by either party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by either party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party. If either party brings an action for the recovery of any sum due hereunder, or because of the breach of any covenant in this Agreement, or for any other relief against the other party, declaratory or otherwise, arising out of this Agreement, the party in whose favor the judgment is entered shall be entitled to recover from the other party reasonable attorney's fees to be fixed by the court which rendered such judgment, as well as reasonable costs of suit.

21. Sole Agreement. This Agreement and the attached Exhibits to which reference is made herein contain all of the agreements and covenants made between the parties hereto, shall be binding upon the parties hereto and their respective successors and assigns, may not be modified orally or in any

other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

22. Governing Law. This Agreement shall be governed by the interal laws of the State of Wisconsin. If any term or provision of this Agreement or any Exhibits hereto, or the application thereof to any person or circumstances, shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement and Exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

23. Force Majeure. In the event performance of any covenant, agreement or obligation by either party is prevented, interrupted or delayed by causes beyond its reasonable control, the date or time or times for the performance of such covenant, agreement or obligation shall be extended for a period of time equal to the duration of the delay. In such case, neither party shall be liable for any costs, losses, damages, injuries or liabilities caused to or suffered or incurred by the other party in connection with, or as the result of, any such delay.

24. Notice. In the event any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States

mail, postage prepaid, certified or registered, return receipt requested, in which latter even it shall be deemed given five days after the date mailed. If it is to be sent to LESSOR, then it shall be addressed as follows:

Village of West Milwaukee  
Office of the Village Administration  
4755 West Beloit Road  
West Milwaukee, WI 53214

If it is to be sent to LESSEE, then it shall be addressed as follows:

City of Milwaukee  
Chief Engineer - Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

IN THE PRESENCE OF:

George J. Kauer  
Philip J. [unclear]

VILLAGE OF WEST MILWAUKEE

Keth Mar  
Village President  
Darlene S. Robertson  
Village Clerk

COUNTERSIGNED:

John P. [unclear]

Darlene S. Robertson  
Village Treasurer

CITY OF MILWAUKEE

Rud. E. Wyttenbach  
Kathleen H. Mollan

John E. [unclear]  
Mayor  
Ronald Leonhardt  
City Clerk

COUNTERSIGNED:

AM. Dubat

[Signature]  
DEPUTY Comptroller GN

TOG:lp  
AGR/Gartner-WestMilw

EXHIBIT B

(Fire Service Agreement)



FIRE SERVICE CHARGES TO WEST MILWAUKEE - DRAFT - JANUARY 9, 1991

ONE-TIME ADD-ON CHARGES AND CREDITS - SCHEDULE #2

One-Time Add-On Charges for West Milwaukee Fire Station  
Modifications and Dispatch Alarm System Extensions

<u>Item</u>	<u>Amount</u>
Fire Station Modifications	
Exhaust System - Apparatus Floor .....	\$ 7,500
Toilet Separation .....	20,000
Dispatch and Alarm System Extension	
CAD - Equipment and Furnishings .....	\$ 6,840
CAD - Geocoding & File Modifications .....	18,685
Telephone & Associated Alarm Systems .....	17,000
Total - One-Time Add-On Charges .....	\$ 70,025

EXHIBIT C

EXHIBIT D TO

VILLAGE OF WEST MILWAUKEE AND  
CITY OF MILWAUKEE LEASE AGREEMENT  
FOR REAL PROPERTY AT  
4515 WEST BURNHAM STREET  
WEST MILWAUKEE, WISCONSIN

The Village of West Milwaukee, as Lessor, is to certify to the City of Milwaukee, as Lessee, that the following types and amounts of insurance coverage are in effect:

Property

Coverage Amounts

Building	\$990,000
Lessee Owned Fixtures, Equipment and Personal Property	\$ 50,000
Lessee Owned Vehicles Including Equipment Thereon	\$200,000

To Include

All risk insuring agreement including loss caused by flood, earthquake and collapse  
Replacement cost valuation clause on all property other than Lessee owned vehicle  
Valuation clause on Lessee owned vehicle - stated amount  
Waiver of subrogation endorsement which relieves the Lessee from any responsibility for loss to Lessor owned property  
City of Milwaukee as additional insured and loss payee with respect to City owned property in building or on premise known as 4515 West Burnham Street, West Milwaukee, WI  
30 days notice of cancellation

General Liability

Limits of Liability

Bodily Injury/Property Damage each occurrence \$1,000,000  
general aggregate 1,000,000

To Include

Commercial general liability insuring agreement  
Occurrence coverage  
Premises operations coverage  
Contractual liability for risks assumed in the Fire Service Agreement and Lease  
City of Milwaukee as additional insured  
30 days notice of cancellation



**Automobile Liability**

Limits of Liability

Bodily Injury/Property Damage    each accident    \$1,000,000

To Include

Liability coverage for all vehicles  
Contractual liability for risks assumed in  
the Fire Service Agreement  
City of Milwaukee as additional insured  
30 days notice of cancellation

**Umbrella Liability**

Limits of Liability

Bodily Injury/Property Damage    each occurrence    \$4,000,000  
aggregate    4,000,000

To Include

City of Milwaukee as additional insured  
30 days notice of cancellation

**Workers Compensation and  
Employers Liability**

Coverage Amounts

Workers Compensation Employers Liability		Statutory
Bodily Injury By Accident	each accident	\$100,000
Bodily Injury By Disease	each employee	100,000
	policy limit	500,000

Such insurance shall at all times be evidenced by a delivery to the LESSEE of an in force certificate of insurance requiring thirty (30) day's notice of cancellation or nonrenewal and meeting with the approval of LESSEE'S risk management consultant.

Exhibit  
F

**AMENDMENT TO LEASE AGREEMENT**

**Exhibit C to  
Intergovernmental Cooperation Agreement Between the  
City of Milwaukee and Village of West Milwaukee  
Regarding Fire Services, October 2003**

**THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into as of the 1st day of October, 2011, by and between the VILLAGE OF WEST MILWAUKEE ("LESSOR") and the CITY OF MILWAUKEE ("LESSEE").**

**RECITALS**

- A. In 1991, LESSOR and LESSEE entered into a fire suppression services agreement and a corresponding lease for the firehouse premises located at 4515 West Burnham Street, West Milwaukee (the "1991 Fire Services Agreement" and the "Lease," respectively).
- B. In 2003, LESSOR and LESSEE entered into that certain Intergovernmental Cooperation Agreement Between the City of Milwaukee and the Village of West Milwaukee Regarding Fire Services (the "2003 Fire Services Agreement"), which terminated and replaced the 1991 Fire Services Agreement.
- C. Section III.D. of the 2003 Fire Services Agreement set forth provisions addressing maintenance of the Premises, including reference to an "Exhibit D," a non-exhaustive listing of repairs or replacements that would be considered capital in nature pursuant to the agreement of the parties.
- D. Section III. A of the 2003 Fire Services Agreement contemplated an amendment to the Lease to make the Lease consistent with the provisions of Section III.D. of the 2003 Fire Services Agreement and to make the Lease otherwise consistent with said Agreement.
- E. Consistent with the provisions of the 2003 Fire Services Agreement, LESSOR and LESSEE wish to confirm amendment of the Lease as set forth herein.
- F. LESSEE's entry into this Amendment was authorized by City of Milwaukee Common Council File No. 030709, and LESSOR's entry into this Amendment was so authorized by Village of West Milwaukee Board Resolution No. 17-R dated October 6, 2003.

**AGREEMENT**

**NOW, THEREFORE, for and in consideration of the covenants herein and in the Lease contained, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.**

1. Recitals. The recitals above are hereby agreed to.
2. Capitalized Terms. Capitalized terms used herein, but not separately defined herein, shall have the meanings ascribed to those terms in the Lease.
3. Amendment. The Lease shall be, and is, amended as provided herein.
4. Lease ¶ 2. (a) Restated. Lease ¶ 2. (a) is hereby deleted in its entirety and replaced with the following:

- (a) Fire Services Agreement. The Intergovernmental Cooperation Agreement between LESSOR and LESSEE regarding fire services dated October 6, 2003. A copy of said Fire Service Agreement is attached as Exhibit "B-2."

5. Lease ¶ 3 Restated. Lease ¶ 3 is hereby deleted in its entirety and replaced with the following:

LESSEE shall pay rent for its use of the Premises during the term of this Agreement Ninety Thousand Dollars (\$90,000.00) per annum.

6. Lease ¶ 7. (a) and (b) Restated. Lease ¶ 7. (a) and (b) is hereby deleted in its entirety and replaced with the following:

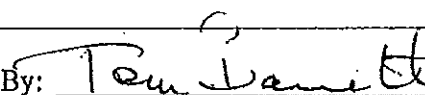
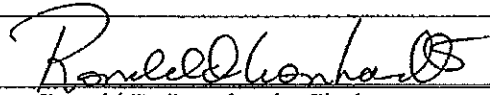
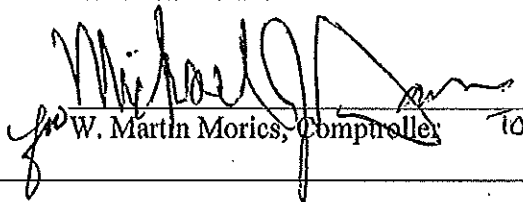
7. Housekeeping and Maintenance.

- (a) LESSEE shall be responsible, at its expense, for all routine cleaning and maintenance of the Premises. For purposes of this Agreement, "routine maintenance" does not include capital repair or replacement as addressed in ¶ 7. (b), herein.
- (b) LESSOR shall continue to make improvements to the Premises as necessary in order for the Premises to meet City of Milwaukee Fire Department standards applicable to all City fire stations. LESSOR shall be responsible, at its expense, for all capital repairs and replacements at the Premises including, but not limited to, any and all repairs or replacement of: roof and structural elements of the Premises (including roof, floors, subfloors, interior and exterior walls and foundation), plumbing, air conditioning, heating equipment, fixtures, windows and doors (including glass), and replacement (but not repair) of cabinets and lighting fixtures.

7. Effective Date. This Amendment shall be effective as of October 6, 2003.

8. **Title of Agreement.** This document shall be referred to and attached to the 2003 Intergovernmental Cooperation Agreement Between the City of Milwaukee and the Village of West Milwaukee Regarding Fire Services, October 2003 as "Exhibit C."
9. **Limited Amendment.** Except as provided herein, all other terms, conditions, and provisions of the Lease shall remain in full force and effect and are hereby ratified and reaffirmed by the parties hereto.
10. **Counterparts.** This Amendment may be executed in one or more counterparts which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties executed this Amendment as of the date first written above.

<b>LESSOR: VILLAGE OF WEST MILWAUKEE</b>	<b>LESSEE: CITY OF MILWAUKEE</b>
By: Ronald G. Hayward, President	By:  Tom Barrett, Mayor
And By: Susan M. Schupp, Clerk	 Ronald D. Leonhardt, Clerk
	<b>COUNTERSIGNED:</b>  W. Martin Morics, Comptroller

**THIS DOCUMENT WAS DRAFTED BY:**  
Danielle M. Bergner, Assistant City Attorney  
City Attorney's Office, Milwaukee, Wisconsin

1049-2010-840:169082