



# City of West Allis

Resolution: R-2017-0009

7525 W. Greenfield Ave.  
West Allis, WI 53214

**File Number: R-2017-0009**

**Sponsor(s): Administration & Finance Committee**

**Final Action:**

JAN 17 2017

Resolution approving an Intergovernmental Emergency Medical Services Agreement for Emergency Medical Services (EMS) between Milwaukee County and the City of West Allis for 2017-2018.

WHEREAS, the City of West Allis (the "City") and Milwaukee County (the "County") desire to continue to provide for EMS to the citizens of the City of West Allis and to other individuals as deemed appropriate by the Common Council and Milwaukee County in a cost effective and efficient manner which coordinates care and services throughout the County; and

WHEREAS, the City and the County desire to enter into an agreement to set forth their respective responsibilities in connection with continuing the provision of EMS within Milwaukee County.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Intergovernmental Emergency Medical Services Agreement for EMS between Milwaukee County and the City of West Allis for 2017-2018, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and are hereby authorized and directed to execute the aforesaid Agreement on behalf of the City of West Allis.

ADM\ORDRES\ADMRS74.EMS AGMT 17-18

ADOPTED

APPROVED

Monica Schultz, City Clerk

Dan Devine, Mayor

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**INTERGOVERNMENTAL AGREEMENT BETWEEN  
MILWAUKEE COUNTY AND CITY OF WEST ALLIS FOR  
EMERGENCY MEDICAL SERVICES (EMS) (2017 – 2018)**

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

**RECITALS:**

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

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

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

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

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

**ARTICLE I.          PURPOSE AND SCOPE**

A. The Parties enter into this Agreement for the purpose of providing EMS Services to the citizens and visitors of Milwaukee County, which may include (check all that apply):

- Advanced Life Support (ALS) services at the paramedic level (also hereinafter referred to as “paramedic service”), and/or
- Basic Life Support (BLS) services, and/or, (also hereinafter referred to as “BLS service”), and/or
- Advanced Emergency Medical Technician (AEMT) services.

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

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

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54 **ARTICLE II. TERM**

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

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58 **ARTICLE III. COUNTY REQUIREMENTS**

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

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

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

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

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

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

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

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

SATURATION NUMBERS								
	MED UNITS	PARAMEDIC*	FIRE STATIONS	PARAMEDIC**	FORMULA PARAMEDICS	2017 PARAMEDICS*	VARIANCE	SATURATION NUMBERS
Franklin	1	27	3	12	39	33	1	39
Greendale	2	18	1	4	22	13	9	22
Shoreland	1	36	2	8	44	42	2	44
Milwaukee	13	117	36	144	261	191	70	261
North Shore	3	27	5	20	37	31	6	47
Oak Creek	3	27	3	12	39	38	1	39
South Milwaukee	3	27	1	4	31	15	16	31
Wauwatosa	3	27	3	12	39	54	-15	54
West Alle	2	36	2	8	44	65	-21	69
<b>TOTAL</b>					<b>570</b>	<b>493</b>	<b>77</b>	<b>606</b>

\* The numbers to be used will be the actual paramedics licensed by January 1st, 2017.

I. Applicable to Municipalities that hold State EMT-P licenses.

II. Formula based on # Med Units and # of Fire Stations.

III. Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time. E.g., 1 Med Unit operating 3 shifts needs 9 paramedics.

IV. Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time.

V. Saturation number based on the higher of the formula, or number of trained paramedics as of January 1st, 2017.

VI. Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count.

VII. The Saturation number may change if a Municipality increases or decreases the number of Med Units or Fire Stations.

VIII. Additional Municipalities may be added to the Saturation table should they become state-licensed or should they ride on a partnering Municipality's state license, with approval from the State DHS.

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a. Paramedic saturation numbers are a balance of:

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i. Paramedic proficiency (increased numbers diminish medical practice occurrences in the field);

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ii. Staffing complexities of ALS transport units, or Med Units;

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iii. Grandfathering of paramedics already licensed by the Municipality on the date of January 1<sup>st</sup>, 2017; and

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iv. County budget restraints on education and equipment resources.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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143 **ARTICLE IV. MUNICIPALITY REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

208 M. Municipality shall agree to participate in research as determined by the OEM - EMS  
209 Research Committee. This could include, but is not limited to enrolling patients, data collection and  
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213 educational sessions. Municipalities shall have a minimum of one representative of all  
 214 Municipalities on the OEM - EMS Research Committee. Municipalities are not responsible to fund  
 215 equipment, medications or education that is related to a research study conducted under authorities  
 216 in ARTICLE III(F).

218 **ARTICLE V. COUNTY FUNDING REQUIREMENTS**

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

222 2017: \$1,875,000;

223 2018: \$1,750,000;

224 2019: \$1,625,000; available for Municipalities under contract extension only;

225 2020: \$1,500,000; available for Municipalities under contract extension only.

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

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

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

\* If Contract Extension occurs.

232 C. The remaining funds, beyond \$1.5M but not to exceed the figures detailed in ARTICLE  
 233 V(A), shall be distributed on a basis of \$30 per ALS transport on a schedule determined by the  
 234 County. Estimates are provided in the table below based on ALS transports between 2013 and the  
 235 second quarter of 2016. Distribution will be based on the actual number of transports during the  
 236 contract period and shall not exceed \$375,000 in 2017, \$250,000 in 2018, and \$125,000 in 2019.  
 237 There will be no payments in 2020.  
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ESTIMATE OF DISTRIBUTION OF COUNTY FUNDS PER AVERAGE ALS TRANSPORT					
	ACTUAL \$30/ALS TRANSPORT 2016	ESTIMATE \$30/ALS TRANSPORT 2017	ESTIMATE \$90/ALS TRANSPORT 2018	ESTIMATE \$30/ALS TRANSPORT 2019*	N/A 2020*
Franklin	\$ 21,407.44	\$ 16,055.58	\$ 10,703.72	\$ 5,351.86	\$ -
Greendale	\$ 12,764.50	\$ 9,573.38	\$ 6,382.25	\$ 3,191.13	\$ -
Greenfield	\$ 40,108.26	\$ 30,081.20	\$ 20,054.13	\$ 10,027.07	\$ -
Milwaukee	\$ 252,214.62	\$ 189,160.97	\$ 126,107.31	\$ 63,053.66	\$ -
North Shore	\$ 44,045.28	\$ 33,033.96	\$ 22,022.64	\$ 11,011.32	\$ -
Oak Creek	\$ 25,129.17	\$ 18,846.88	\$ 12,564.59	\$ 6,282.29	\$ -
South Milwaukee	\$ 15,194.37	\$ 11,395.78	\$ 7,597.19	\$ 3,798.59	\$ -
Wauwatosa	\$ 38,970.23	\$ 29,227.67	\$ 19,485.12	\$ 9,742.56	\$ -
West Allis	\$ 50,166.10	\$ 37,624.58	\$ 25,083.05	\$ 12,541.53	\$ -
<b>TOTAL**</b>	<b>\$ 500,000</b>	<b>\$ 375,000</b>	<b>\$ 250,000</b>	<b>\$ 125,000</b>	<b>\$ -</b>

\* If Contract Extension occurs.

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

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**ARTICLE VI. LIABILITY AND RISK ALLOCATION REQUIREMENTS**

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

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

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

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

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274 **ARTICLE VII. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

382 END OF TERMS – SIGNATURE PAGE FOLLOWS  
383

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

**For the City of West Allis**

*Dan Devine*  
By Dan Devine, Mayor

1/31/17  
Date

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**For the County of Milwaukee  
Office of Emergency Management (OEM):**

DocuSigned by:  
**Christine Westrich**  
By Christine Westrich, Director of OEM  
388798845FAD431...

3/7/2017  
Date

**Corporation Counsel:**  
Reviewed for Execution by Corporation Counsel:

DocuSigned by:  
*Paul D. Kuglitsch*  
By Corporation Counsel  
7B97A7027E043...

3/8/2017  
Date

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

DocuSigned by:  
*Rick Norris*  
By CBDP  
7C84D0231450...

3/8/2017  
Date

**Risk Management:**

DocuSigned by:  
*Paul Schwegel*  
By Risk Management  
48D50B2E68949A...

3/9/2017  
Date

**Comptroller:**

DocuSigned by:  
  
By Comptroller

3/9/2017  
Date

**County Executive:**

DocuSigned by:  
  
Chris Abele, County Executive

3/9/2017  
Date

**Corporation Counsel:**

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

DocuSigned by:  
  
By Corporation Counsel

3/13/2017  
Date

## ATTACHMENT A

**\$ 1,500,000**

	30-30-40 FORMULA							TARGET		
	POPULATION SERVED	30% OF POPULATION	SQ. MILES SERVED	30% OF SQ. MILES	AVG ALS TRANSPORT	40% OF ALS TRANSPORTS				
Franklin	35,451	3.7% \$	16,845	34.69	14.5% \$	65,166	4.2% \$	24,935	\$	106,947
Greendale	14,332	1.5% \$	6,810	5.57	2.3% \$	10,463	2.5% \$	14,985	\$	32,259
Greenfield	36,720	3.9% \$	17,448	11.52	4.8% \$	21,641	7.2% \$	43,241	\$	82,330
Milwaukee	612,928	64.7% \$	291,246	100.4	41.9% \$	188,604	52.3% \$	313,922	\$	793,771
North Shore	65,240	6.9% \$	31,000	24.69	10.3% \$	46,381	7.9% \$	47,585	\$	124,966
Oak Creek	35,053	3.7% \$	16,656	28.45	11.9% \$	53,444	4.5% \$	27,006	\$	97,106
South Milwaukee	39,577	4.2% \$	18,806	9.57	4.0% \$	17,977	3.1% \$	18,566	\$	55,349
Wauwatosa	47,102	5.0% \$	22,382	13.25	5.5% \$	24,890	9.1% \$	54,345	\$	101,617
West Allis	60,624	6.4% \$	28,807	11.41	4.8% \$	21,434	9.2% \$	55,415	\$	105,655
<b>TOTAL</b>	<b>947,027</b>	<b>100.0% \$</b>	<b>450,000</b>	<b>239.55</b>	<b>100.0% \$</b>	<b>450,000</b>	<b>100% \$</b>	<b>600,000</b>	<b>\$</b>	<b>1,500,000</b>

TEN-YEAR ADJUSTMENT FORMULA TO A NEW 30-30-40 FORMULA												
	2016/2017	10-YR +/-	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027 TARGET
Franklin	\$ 125,004.00	-\$ 1,805.74	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79	\$ 117,781.06	\$ 115,975.32	\$ 114,169.59	\$ 112,363.85	\$ 110,558.12	\$ 108,752.38	\$ 106,947
Greendale	\$ -	\$ 3,225.85	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56	\$ 12,903.41	\$ 16,129.27	\$ 19,355.12	\$ 22,580.97	\$ 25,806.83	\$ 29,032.68	\$ 32,259
Greenfield	\$ 115,149.00	-\$ 3,281.91	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26	\$ 102,021.35	\$ 98,739.43	\$ 95,457.52	\$ 92,175.61	\$ 88,893.69	\$ 85,611.78	\$ 82,330
Milwaukee	\$ 601,066.50	\$ 19,270.44	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82	\$ 678,148.27	\$ 697,418.71	\$ 716,689.15	\$ 735,959.59	\$ 755,230.03	\$ 774,500.47	\$ 793,771
North Shore	\$ 181,252.50	-\$ 5,628.61	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66	\$ 158,738.04	\$ 153,109.43	\$ 147,480.81	\$ 141,852.20	\$ 136,223.58	\$ 130,594.97	\$ 124,966
Oak Creek	\$ 136,591.50	-\$ 3,948.55	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84	\$ 120,797.28	\$ 116,848.73	\$ 112,900.18	\$ 108,951.62	\$ 105,003.07	\$ 101,054.52	\$ 97,106
South Milwaukee	\$ 144,916.50	-\$ 8,956.74	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28	\$ 109,089.54	\$ 100,132.80	\$ 91,176.07	\$ 82,219.33	\$ 73,262.59	\$ 64,305.85	\$ 55,349
Wauwatosa	\$ 97,234.50	\$ 438.28	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35	\$ 98,987.64	\$ 99,425.92	\$ 99,864.21	\$ 100,302.49	\$ 100,740.77	\$ 101,179.06	\$ 101,617
West Allis	\$ 98,785.50	\$ 686.98	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43	\$ 101,533.41	\$ 102,220.39	\$ 102,907.36	\$ 103,594.34	\$ 104,281.32	\$ 104,968.30	\$ 105,655
<b>TOTAL</b>	<b>\$ 1,500,000</b>		<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000</b>

- I. The intent is to adjust the ICC % formula into a known, data driven distribution.
- II. Ten years of adjustment time is calculated to reach the target formula.
- III. The ten year adjustment approach does not guarantee future funding beyond the contract.
- IV. NEW 30-30-40 Formula would be implemented in 2018, year 2 of the contract.
- V. For 2017 and 2018, monies not-to-exceed \$375k and \$250k, respectively, would be distributed at \$30/ALS transport.