



VILLAGE OF THIENSVILLE
Southern Ozaukee Fire & EMS Board
AGENDA

DATE: Wednesday, November 30, 2022

LOCATION: 250 Elm Street, Thiensville, WI

TIME: 5:30 PM

I. CALL TO ORDER

II. ROLL CALL

MEQUON MAYOR ANDREW NERBUN
MEQUON ADMINISTRATOR WILL JONES
MEQUON ALDERMAN BRIAN PARRISH
MEQUON ALDERWOMAN KATHLEEN SCHNEIDER

THIENSVILLE PRESIDENT VAN MOBLEY
THIENSVILLE ADMINISTRATOR COLLEEN LANDISCH-HANSEN
THIENSVILLE TRUSTEE KRISTINA ECKERT

III. APPROVAL OF MINUTES

A. October 26, 2022 (att)

IV. SWEARING IN OF FIRE CHIEF

V. REVIEW AND DISCUSSION ITEMS

- A. Operation Accomplishments Since October 26, 2022
- B. Merger Related Action Items to be Completed Prior to January 1, 2023
- C. Staffing/Battalion Chief Update
- D. Department of Health Flex Grant Award Update
- E. Staffing Trendline

VI. REVIEW AND APPROVE

- A. Meeting Schedule Beginning 2023 (att)

B. Letter of Engagement for Attorney Services (att)

C. Subrecipient Agreement between Ozaukee County and SOFD (att)

D. Paramedic Intercept Agreement with the City of Cedarburg Fire Department (att)

E. Approval of SOFD Logo (att)

F. Approval of Registration Process and Fee for Mobile Kitchens (att)

G. Approval of Vehicle Usage Agreement Between City of Mequon, Village of Thiensville and SOFD (att)

H. Approval of Work Plan for 2023 (att)

VII. NEXT MEETING DATE/TIME

A. January 11, 2023

VIII. ADJOURNMENT

Amy L. Langlois, Village Clerk

November 29, 2022

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

Notice is hereby given that a quorum of the Village Board and/or Village Committees may be in attendance at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take any formal action thereto at this meeting.



VILLAGE OF THIENSVILLE
Southern Ozaukee Fire & EMS Board
MINUTES

DATE: Wednesday, October 26, 2022

LOCATION: 250 Elm Street, Thiensville, WI

TIME: 5:30 PM

I. CALL TO ORDER

President Mobley called the meeting to order at 5:30 PM.

II. ROLL CALL

MEQUON MAYOR ANDREW NERBUN
MEQUON ADMINISTRATOR WILL JONES
MEQUON ALDERMAN BRIAN PARRISH
MEQUON ALDERWOMAN KATHLEEN SCHNEIDER

THIENSVILLE PRESIDENT VAN MOBLEY
THIENSVILLE ADMINISTRATOR COLLEEN LANDISCH-HANSEN
THIENSVILLE TRUSTEE KRISTINA ECKERT

III. APPROVAL OF MINUTES

A. September 21, 2022 (att)

MOTION by Alderwoman Schneider, **SECONDED** by Mayor Nerbun to approve the September 21, 2022, Minutes. **MOTION CARRIED UNANIMOUSLY.**

IV. REVIEW AND DISCUSSION ITEMS

A. Operation Accomplishments Since September 21, 2022

Chief Bialk shared department accomplishments since the prior meeting, noting that the Mequon Common Council and Thiensville Village Board have both approved the 2023 Southern Ozaukee Fire & EMS Department budget.

B. Merger Related Action Items to be Completed Prior to January 1, 2023

The Department is working on completing several necessary agreements. Administrator Jones suggested the Board begin considering a work plan for 2023, including fleet consolidation.

C. Staffing Trendline

Deputy Chief Zellman presented a report on the staffing of shifts. Staffing will continue to be tracked. Those on the schedule are working long hours with a high volume of calls. The number of calls has been increasing annually. Data from July 2022 will be added to tracking reflects the start of Mequon and Thiensville working together.

D. Staffing/Battalion Chief Update

Chief Bialk noted that a Battalion Chief has resigned. The job has been posted with applications due November 4, 2022. Depending on the hiring timeline, the individual could initially be hired by Mequon. President Mobley suggested a Board member attend the interviews.

E. Department of Health Flexgrant Award

Chief Bialk noted that Mequon and Thiensville applied for and have been awarded the Department of Health Flexgrant which allocates ARPA money for fire and EMS. The City of Mequon and Village of Thiensville will receive \$202,000 combined. The grant will be spent on cardiac monitors, narcotics storage vaults, narcotics tracking software, wireless technology for ambulances, medical supplies, uniforms and an allocation toward the purchase of a new ambulance.

F. 2023 SOFD Budget Adoption By City of Mequon and Village of Thiensville

The 2023 SOFD Budget has received approval from Thiensville's Village Board and Mequon's Appropriations Committee. Administrator Jones suggested the Southern Ozaukee Fire & EMS Board be a standing committee of the Mequon Common Council. If future items need Common Council approval, the SOFD Board would serve as the committee prior to consideration by the Common Council.

V. REVIEW AND APPROVE

A. Letter of Engagement for Labor Attorney Services (att)

Chief Bialk noted the City of Mequon contracts with von Briesen & Roper, S.C. for personnel-related legal representation. Administrator Jones added the City of Mequon has been very pleased with the work performed by Kyle Gulya of von Briesen & Roper.

MOTION by Mayor Nerbun, **SECONDED** by Alderwoman Schneider to approve Letter of

Engagement for Labor Attorney Services with von Briesen & Roper, S.C. **MOTION CARRIED UNANIMOUSLY.**

B. Ozaukee County Dispatch Agreement (att)

Chief Bialk noted that Mequon will no longer have its own dispatching service starting on January 1, 2023. Dispatching will be provided by Ozaukee County at that time. The agreement is between Ozaukee County, the City of Mequon and the Southern Ozaukee County Fire & EMS Department. The Mequon Common Council will consider the agreement on November 9, 2022.

MOTION by Trustee Eckert, **SECONDED** by Alderman Parrish to approve Ozaukee County Dispatch Agreement for Dispatch Services between Ozaukee County, the City of Mequon and the Southern Ozaukee Fire & EMS Department to begin on January 1, 2023. **MOTION CARRIED UNANIMOUSLY.**

VI. NEXT MEETING TIME/DATE

A. TBD

The next SOFD meeting will be at 5:30 PM on Wednesday, November 30, 2022. There may be a meeting in December if necessary. In 2023, meetings will tentatively occur on the second Wednesday every other month starting on Wednesday, January 11, 2023.

VII. ADJOURNMENT

MOTION by Mayor Nerbun, **SECONDED** by Alderwoman Schneider to Adjourn the Meeting at 6:34 PM. **MOTION CARRIED UNANIMOUSLY.**

Submitted by,

Gary Achterberg
Village of Thiensville
Administrative Assistant

Signed by,

Amy L. Langlois,
Village of Thiensville
Village Clerk/Deputy Treasurer

Meeting Calendar for SOFD 2023

All meetings will be held at 5:30pm, Thiensville City Hall

January 11, 2023

March 8, 2023

May 10, 2023

July 12, 2023

September 13, 2023

November 8, 2023

WESOLOWSKI, REIDENBACH & SAJDAK, S.C.

ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

JESSE A. WESOLOWSKI
FREDERICK E. REIDENBACH 1919-2002
BRIAN C. SAJDAK
EDUARDO M. BORDA
COOPER S. PRINDL

TELEPHONE (414) 529-8900
FACSIMILE (414) 529-2121

JANE C. KASSIS,
LEGAL SECRETARY

SENDER'S EMAIL:
BRIAN@WRSLEGAL.NET

November 15, 2022

Chief David L. Bialk
Southern Ozaukee Fire and EMS Department
11300 N. Buntrock Avenue
Mequon, WI 53092

Dr. Van A. Mobley, President
Southern Ozaukee Fire and EMS Board
250 Elm Street
Thiensville, WI 53092

Re: Engagement Agreement

Dear Chief Bialk and President Mobley:

You have asked us to represent the Southern Ozaukee Fire and Emergency Medical Services Board and Department ("SOFD") regarding all general legal matters concerning SOFD's operations, and we are pleased to do so. We understand that our representation does not extend to labor and personnel matters, which are handled by another firm. This letter and the enclosed Statement of Terms and Conditions describe the services we will perform for you and how we will bill you for our services. We understand that you may ask us to represent you on other matters in the future, but at present, our engagement is limited to this specific matter. Any changes to the scope of our engagement and any resulting changes in fees will be communicated to you.

We must advise you that this firm is also general counsel to the City of Mequon. Generally, that representation is on wholly unrelated matters, and is not adverse to SOFD. It is anticipated that there will be situations where the interests of the City and SOFD will be aligned such that the legal advice provided to either party would be the same. When faced with these circumstances, we will continue to provide representation to both parties. In the event that a matter arises where the respective interests of the City and SOFD are adverse, we will cease representation of both parties on that matter once that conflict is identified. By signing below, SOFD reflects its understanding of above, and waives any conflicts where the City of Mequon and SOFD are not directly adverse.

I will have primary responsibility for this representation, and I will use other attorneys and staff members in our firm when, in my professional judgment, that is best. It is our policy, to the

maximum extent compatible with ensuring the quality of our work, to assign our personnel in a way designed to produce efficient and economic handling of matters.

Our services will be billed on an hourly basis based upon the actual time required to perform the services. Our current hourly rates for attorneys and other staff members are based on the individual's years of experience, specialization, training, practice and level of professional attainment. Our services include, but are not limited to, the following: office conferences, telephone conversations, attending meetings, reading and writing correspondence and emails, preparing and reviewing documents, analyzing reports and records, and travel to and from destinations associated with this representation.

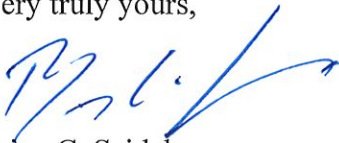
For the purposes of this engagement, our services will be billed at a rate of \$180 per hour. Please note that our hourly rates are reviewed and adjusted regularly, and you will be notified of any adjustments. Expenses incurred by the firm will be charged to you at their actual cost or in accordance with the enclosed Statement of Terms and Conditions.

Due to the nature of this assignment, which does not allow us to know in advance everything that we will have to do, we are unable to provide a specific estimate of our fees in this case.

The enclosed Statement of Terms and Conditions contains basic information about our billing practices and procedures. We believe these practices and procedures are fair to you and the firm. This Statement also includes a description of the limited liability law under which we are organized and operate. Please review our Statement of Terms and Conditions and contact us if you have any questions.

We feel privileged and honored to have the opportunity to serve SOFD. Please call me at any time regarding any aspect of this letter or of our firm's representation.

Very truly yours,



Brian C. Sajdak

Enclosure

I have read the above letter and I am authorized on behalf of the Southern Ozaukee Fire and Emergency Medical Services Department and the SOFD Board to agree and consent to the representation as described above.

Chief David L. Bialk

Date

Dr. Van A. Mobley, President

Date

WESOLOWSKI, REIDENBACH & SAJDAK, S.C.
ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

TERMS AND CONDITIONS OF REPRESENTATION

Limited Liability Law

Our firm is registered as a service corporation with the Wisconsin Department of Financial Institutions. In order to operate as a service corporation, our firm is required by Wisconsin Supreme Court Rule to file an annual registration with the State Bar of Wisconsin, maintain specified minimum levels of insurance and include an appropriate limited liability designation in our name (which is done through the use of "S.C"). We are also required to explain to you the significance that operating as a service corporation has on our responsibility for our acts and omissions.

As a service corporation, each attorney who will render services to you may be liable for his or her acts and omissions, as may each attorney who actually supervises and controls that attorney. The firm as an entity may also be liable for the acts and omissions of its attorneys. However, individual attorneys who have no involvement with a matter are not subject to unlimited personal liability for that matter.

Fees and Expenses

The fees for our legal services are determined in accordance with the applicable rules of professional conduct. A number of factors are considered in this determination including, but not limited to, the time and labor required, the novelty and difficulty of the matter, the skills required to perform the services, any time limitations imposed by the client, the circumstances of the case, the nature and length of the professional relationship with the client, and the experience, reputation and ability of the attorney involved.

Standard practice is to send monthly statements to our clients. Payment is due within thirty (30) days of receipt of the statement.

Unless otherwise agreed upon in advance, the fees for professional services indicated on the monthly statements are the product of the amount of time worked on a particular matter multiplied by the hourly rate for the attorney(s) and/or legal assistant(s) who worked on the matter. We may modify our rates over time, and will notify you of those changes.

In addition to the fees for our services, we also bill our clients for all necessary and reasonable costs and expenses incurred or paid out in the performance of our services. Reimbursable expenses include computerized legal research, long distance telephone charges, photocopying, travel, mileage (at the published IRS approved rate), delivery services, and litigation costs and disbursements (e.g., filing fees, process server fees, deposition transcripts and similar items). We will send significant bills for these costs and expenses directly to the client for payment. Whenever possible, we will obtain prior clearance for any major expenditures.

All third-party vendors used are reputable and continually monitored for quality and competitiveness. We also encourage clients to have as many charges as possible billed directly to them.

Fee Advances

In certain circumstances, we ask that a client provide us with an advance payment. Unearned fees and advanced payments of fees shall be held in our trust account until earned. At least five business days before the date on which a disbursement is made from a trust account for the purpose of paying fees, with the exception of contingent fees, we will deliver in writing an itemized bill or other accounting showing the services rendered, notice of the amount owed and the anticipated date of the withdrawal and a statement of the balance of your funds in our trust account after the withdrawal. Depending on our arrangement with the client, we either return any unused amounts to the client or retain them as a final payment. We also reserve the right, at any time, to request an additional advance payment to cover anticipated costs of a project.

Interest on Past Due Accounts

We reserve the right to charge interest at the rate of eighteen percent (18%) per annum (1- ½% per month) on all statements not paid within 30 days after their date. In the event that interest is charged, payments will be applied first to interest then due and any surplus to discharge principal.

Assistance of Other Professionals

If we conclude that proper representation of a client requires the assistance of another professional (e.g., an accountant, appraiser, expert witness, special counsel, etc.) we first confer with that client. If the client authorizes us to proceed, we will then engage the other professional. Depending on the situation, we will ask that professional to send the bills for that assistance either to us or directly to the client.

Termination of our Services

A client has the right to terminate our representation at any time. Likewise, in the event a client fails to comply with the terms of our engagement letter, if applicable, or these Terms and Conditions, or to provide an additional fee advance as requested, we have the right to end our representation of that client to the extent permitted by the Wisconsin Rules of Professional Conduct for Attorneys.

Communication Concerning Terms & Conditions

It is our policy to be open about the terms and conditions of our representation. If a client at any time has a question concerning these terms and conditions we encourage that client to contact the attorney handling the matter on their behalf for clarification.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN OZAUKEE COUNTY AND SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between OZAUKEE COUNTY (herein called the “COUNTY”) and THE SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT, a Wisconsin Municipal Corporation (herein called the “SUBRECIPIENT”).

WHEREAS, the United States Government, through the Public Law No: 117-2 (3/11/2021) American Rescue Plan Act of 2021 (hereinafter “ARPA”) providing additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, under section 602(c)(3) of the ARPA, the COUNTY may transfer funds to other levels or units of government to assist COUNTY in carrying out COUNTY programs for the purpose of meeting ARPA’s goals; and

WHEREAS, the COUNTY on April 6, 2022 with RESOLUTION NO. 21-72 established the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds (hereinafter “Program”); and

WHEREAS, the Program provides that \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide;

WHEREAS, the SUBRECIPIENT is a municipality operating a fire and emergency medical services department within the geographical boundaries of COUNTY; and

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY in so utilizing ARPA funds to improve emergency medical services by entering into this SUBRECIPIENT Agreement (Agreement).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering the Program in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds, including, but not limited to, all such eligible activities, terms and conditions of Ozaukee County Board RESOLUTION NO. 21-72, a copy of which the SUBRECIPIENT acknowledges receiving and reviewing and which is incorporated herein by reference as Attachment A.

B. Staffing

The SUBRECIPIENT shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks required to recruit and retain Fire Paramedic positions funded by the Program.

C. Performance Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards. Performance that is inconsistent with the standards for providing grant funds, as determined by the COUNTY in its sole discretion, will constitute noncompliance with this Agreement. If action to correct such performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, suspension or termination procedures under Subsection VI. G. of this Agreement will be initiated.

Additional information on what the COUNTY may monitor is included in Attachment B, Performance Monitoring, which is incorporated herein by reference.

II. TIME OF PERFORMANCE

The Program provides that performance may begin effective April 6, 2022. Accordingly, services of SUBRECIPIENT shall start on April 6, 2022, and end on December 31, 2025, which shall be the term of this Agreement. The award Grant shall only be used to pay for eligible expenses incurred during the performance period. The Agreement, associated funding, and the provisions herein shall not be extended to cover any additional time period. A schedule of performance is shown on Attachment C, Performance Schedule, which is incorporated herein by reference.

III. BUDGET

The budget is attached as Attachment D, Budget, which is incorporated herein by reference. In addition, the COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content reasonably prescribed by the COUNTY. Any amendments to the budget shall be approved in writing by both the COUNTY and the SUBRECIPIENT.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed the amount shown on the Budget at Attachment D, or future budget amendments. Reimbursement of eligible expenses shall be made against the line item budgets specified in Section III. herein, or otherwise in accordance with the Budget if no such specified line item budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Section II., and as shown on Attachment C, Performance Schedule.

Reimbursement payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR 200.

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the SUBRECIPIENT, when requesting reimbursement for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide quarterly payroll rosters and any backup documentation to support such expenditures. Reimbursement requests may be submitted by SUBRECIPIENT monthly. Reimbursement requests must include a statement, signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY, as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Upon receipt of the SUBRECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible Program expenditures therein within thirty (30) days of receipt of said reimbursement request. The dissemination of funds shall only occur after the COUNTY reviews the SUBRECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified by the US TREASURY. All payments from the COUNTY to the SUBRECIPIENT are contingent on the availability of ARPA funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.

The COUNTY may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the term of this Agreement.

No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

V. NOTICES

Except as otherwise provided herein (e.g. for SUBRECIPIENT notices of termination), notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

Jason Dzwinel
Title: County Administrator
Ozaukee County
Address: 121 W. Main Street
Port Washington, WI 53074
262.284.9411
Email: jdzwinel@co.ozaukee.wi.us

SUBRECIPIENT

Name: Van Mobley
Title: Board President
Municipality: SOFD Mequon/Thiensville
Address: 11300 N Buntrock Ave
Mequon, WI 53092
262-242-2530
Email: vmobley@village.thiensville.wi.us

VI. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA income tax withholdings, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

C. Hold Harmless and Indemnification

SUBRECIPIENT shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by SUBRECIPIENT and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the COUNTY. SUBRECIPIENT shall reimburse the COUNTY for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which SUBRECIPIENT is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement and for any reasonable attorney fees incurred by COUNTY to enforce this provision. SUBRECIPIENT'S total liability to COUNTY and anyone claiming by, through, or under COUNTY for any injuries, losses, damages and expenses caused in part by the negligence of SUBRECIPIENT and in part by the negligence of COUNTY or any other negligent entity or individual, shall not exceed the percentage share that SUBRECIPIENT'S negligence bears to the total negligence of SUBRECIPIENT, COUNTY, and all other negligent entities and individuals. Nothing contained within this Agreement is intended to be a waiver or estoppel of any Party or their respective insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 893.80, 895.52, and 345.05 or common law, and the Parties or their respective insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability under Wisconsin law.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Amendments

The COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Ozaukee County Public Safety Committee when necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement, without SUBRECIPIENT's signature, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the Scope of Service, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both COUNTY and SUBRECIPIENT.

F. Suspension or Termination

In accordance with 2 CFR 200.339, the COUNTY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement including, but not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and US TREASURY guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect and that SUBRECIPIENT fails to correct within seven days after receipt of written notice of such incorrect or incomplete report.

In accordance with 2 CFR 200 Appendix II (b), this Agreement may also be terminated for convenience by either the COUNTY or the SUBRECIPIENT, in whole or in part, by providing a notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award Grant will not accomplish the purpose for which the award Grant was made, the COUNTY may terminate the award Grant in its entirety.

In the event of termination by the SUBRECIPIENT, prior notice shall be required. Specifically, the SUBRECIPIENT may terminate this Agreement as described above in this subsection only upon delivering advance written notice to the COUNTY by Certified Mail, Return Receipt Requested,

not less than six (6) months prior to the effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of SUBRECIPIENT's termination.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 2 CFR §200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred.

B. Documentation and Record Keeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records of equipment acquired;
- c. Financial records as required by 2 CFR 200.302 and other relevant provisions of 2 CFR 200.

2. Retention

The SUBRECIPIENT shall retain all financial records supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to US TREASURY in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Audits and Inspections

All SUBRECIPIENT records relevant to this Agreement shall be made available to all agencies with the authority to conduct audits, including, but not limited to, the COUNTY, US TREASURY, the Comptroller General of the United States and any of their authorized

representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data, for as long as the records are retained. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted at its own expense in accordance with current 2 CFR 200 Subpart F – Audit Requirements, if applicable. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for unallowable costs under this Agreement or any amendment, the SUBRECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

C. Close-outs

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over ARPA funds, including program income.

D. Procurement

1. Compliance

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR §§ 200.317 to 200.327 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Travel

The SUBRECIPIENT shall obtain written approval from the COUNTY for any travel outside Ozaukee County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR §200.475 – Travel Costs.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds

1. Compliance

SUBRECIPIENT agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes,

regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Protection for Whistleblowers:

In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;

- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of COUNTY who has the responsibility to investigate, discover, or address misconduct.

3. Increasing Seat Belt Use in the United States:

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

4. Reducing Text Messaging While Driving:

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

5. Assurances of Compliance with Civil Rights Requirements:

As a condition of receipt of federal financial assistance under this Agreement, SUBRECIPIENT provides the following assurances with respect to activities financed in whole or in part by this federal assistance:

- (a) SUBRECIPIENT will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (b) SUBRECIPIENT acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to

improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

- (c) SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (d) SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and its successors, transferees, and assignees for the period in which such assistance is provided. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.
- (e) Any subrecipient, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.

- (f) SUBRECIPIENT shall cooperate with COUNTY in any enforcement or compliance review activities by the Department of Administration or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.
- (g) SUBRECIPIENT shall assist COUNTY in maintaining a complaint log and informing the Department of Administration and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT shall also assist COUNTY in informing the Department and the Department of the Treasury if COUNTY or SUBRECIPIENT have received no complaints under Title VI.
- (h) SUBRECIPIENT shall assist COUNTY in providing documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

B. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for any of the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR §200.112, which includes (but is not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It shall require that the language of paragraph d. be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j), such as worship, religious instruction, or proselytization.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The COUNTY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement.

XIII. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and federal law and regulations, to the extent applicable. The venue for any dispute shall be Ozaukee County, Wisconsin.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: OZAUKEE COUNTY

SUBRECIPIENT:

By: _____
Title: Chief Elected Official or Executive Officer
Date: _____

By: _____
Title: _____
Date: _____

Attest: _____
Title: County Clerk or _____
Date: _____

Attest: _____
Title: Board President
Date: _____

REVIEWED AS TO FISCAL PROVISIONS:

By: _____
Title: Finance Officer or _____
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Title: Corporation Counsel or _____
Date: _____

ATTACHMENT A

RESOLUTION NO. 21-72

ESTABLISHING THE OZAUKEE COUNTY EMERGENCY MEDICAL SERVICES GRANTS PROGRAM FROM AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, the provision of fire and emergency medical services in Ozaukee County is a base level expectation of all citizens and taxpayers; and

WHEREAS, historically nine municipal fire and emergency medical services departments have steadfastly provided protection to the public when fire or medical events impact their lives, relying primarily on a paid-on-call or volunteer staffing model; and

WHEREAS, requests for emergency medical services constitute eighty percent of calls for service from the municipal fire and emergency medical services departments countywide; and

WHEREAS, requests for emergency medical services by senior age populations in Ozaukee County encompass more than other age groups and demographic projections anticipate nearly 34% growth in the senior populations from 2020-2040; and

WHEREAS, increasing demand for emergency medical services and the unsustainability in the paid-on-call or volunteer staffing model result in one Ozaukee County community with a response time under the State of Wisconsin average response time of eight minutes and six seconds and some with times in excess of fourteen minutes; and

WHEREAS, a recent analysis of the provision of fire and emergency medical services in Ozaukee County by the Wisconsin Policy Forum revealed,

1. The primary weakness that must be immediately addressed in Ozaukee County pertains to EMS response, as opposed to fire response.
2. If policymakers wish to consider options to move toward full-time staffing models and achieve service levels approaching those of the North Shore Fire Department, then they would be served best from both a financial and programmatic perspective by doing so collaboratively as opposed to individually.

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the designation of \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to Ozaukee County to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide establishing the Ozaukee County EMS Grants Program; and

FURTHER RESOLVED, that the Ozaukee County EMS Grants Program is established with the following grant terms:

1. Municipalities operating a fire and emergency medical services department may apply for a three-year grant of \$200,000 per year to recruit and retain Fire Paramedic positions in their municipality; and
2. Municipalities applying for the Ozaukee County EMS Grants Program that submit applications with an agreement to consolidate services with another municipality are eligible for \$100,000 per year per each consolidating municipality; and
3. If three or more municipalities applying for the Ozaukee County EMS Grants Program

consolidate services with three or more municipalities capital awards can be applied for up to \$100,000 per municipality; and

4. Municipalities must provide a budget narrative demonstrating how the Fire Paramedic positions recruited will improve the response times for the municipal EMS services; and
5. Municipalities must provide information on the current personnel and operating budget expenses and revenues, current budget restraints, current fire and EMS community responding statistics, call volumes; and
6. Municipalities must identify matching funds contributed by the municipality or municipalities that will be used to recruit and retain Fire Paramedic positions under the Ozaukee County EMS Grants Program; and
7. Municipalities must provide a sustainability plan including;
 - a. Analysis of all associated fees, assessments, taxes, etc. and the best possible formula for cost recovery; and
 - b. Identify revenue sources for consideration, municipal levy limit impact and alternative revenue sources, and any requested ongoing county property tax levy support; and
 - c. Develop a projected integrated budget for applications consolidating one or more consolidating municipality; and
8. All participating municipal government(s) must approve a sustainability plan before May 1, 2023 to continue funding under the Ozaukee County EMS Grants Program to remain eligible for ongoing funding under the program; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to develop a grant application process for the Ozaukee County EMS Grants Program with a goal of recruiting and retaining up to eighteen Fire Paramedic positions countywide with the oversight of the Ozaukee County Public Safety Committee to review the submitted grant applications and approve requests satisfying grant terms; and

FURTHER RESOLVED, that all grants approved and funding amounts awarded under the Ozaukee County EMS Grants Program will be reported to the Ozaukee County Board of Supervisors when approved by the Ozaukee County Public Safety Committee; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to enter into Memorandums of Understanding with participating local municipalities awarding funds under the Ozaukee County EMS Grants Program with the oversight of the Ozaukee County Public Safety Committee.

FURTHER RESOLVED, that all participating municipal government(s) in the Ozaukee County EMS Grants Program must report, by March 1, 2024, the impact of the funding on:

1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and
2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and
3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and

4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Dated at Port Washington, Wisconsin, this 6th day of April 2022.

SUMMARY: Establishing the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds.

VOTE REQUIRED: Two Thirds Members Elect

EXECUTIVE COMMITTEE

RESULT:	APPROVED [UNANIMOUS]
MOVER:	R. Nelson, Supervisor District 6
SECONDER:	K. Geracie, Supervisor District 15
AYES:	Schlenvogt, Melotik, Geracie, Nelson, Jobs, Grabow

ATTACHMENT B

PERFORMANCE MONITORING

The following is a partial listing of the areas that the COUNTY may monitor to ensure SUBRECIPIENT compliance with the SUBRECIPIENT Agreement and all referenced and/or applicable laws and regulations. The items listed below represent some, but not all, of the items that the County may examine:

- Record Keeping Systems (24 C.F.R. §570.506)
 - Overall filing system – Can the required records be quickly and easily found
 - Contractor bonding and insurance
 - National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- Financial Management Systems
 - Did SUBRECIPIENT expend \$750,000 or more in Federal funds (from all sources) during the SUBRECIPIENT's last fiscal year?
 - If yes, was an Independent Audit prepared?
 - If yes, the County will need a copy for its records.
 - If no, the County will need to know why one was not prepared.
- Procurement & Bonding
 - Procurement Procedures
 - Conflict of Interest
- Non-Discrimination and Actions to Further Fair Housing

**ATTACHMENT C
PERFORMANCE SCHEDULE**

Submit the following documentation required for the COUNTY:

Due Date	Activity
Prior to Start of Program	• Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the twelve (12) months preceding the execution of Subrecipient Agreement.
Three Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Six Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Nine Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
May 1, 2023	• Submit to County Administrator's Office EMS Sustainability Plan as approved by governing body • Sustainability Plan shall identify the number of EMS personnel budgeted for Municipal EMS Services and any identified county funding that would be required to maintain services at the same level as of January 1, 2026.
Twelve Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Fifteen Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds

Eighteen Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
March 1, 2024	• Submit to County Administrator's Office EMS Reporting as Required by Resolution No. 21-72 including: 1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and 2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and 3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and 4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Twenty-One Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Twenty-Four Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Twenty-Seven Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Three Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Six Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Nine Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
January 31, 2025	• Program Close Out

ATTACHMENT D

BUDGET

PROJECT BUDGET & MATCHING FUNDS

CONTRACT # + +
(enter only after award)

GRANTEE:

DATE:

ACTIVITY	EMS PROGRAM FUNDS	MATCH FUNDS <i>(if applicable)</i>	TOTAL COSTS (by Activity)
Expenditures	\$	\$	\$
Salaries	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel/Training	\$	\$	\$
Supplies	\$	\$	\$
Purchased Services	\$	\$	\$
Interdepartmental Charges	\$	\$	\$
Other Expenses	\$	\$	\$
Capital Expenses	\$	\$	\$
Total:	\$	\$	\$

PARAMEDIC INTERCEPT SERVICES AGREEMENT

This Advanced Life Support Paramedic Intercept Agreement (“Agreement”) between the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”) and the Cedarburg Fire Department (“CFD”) is effective January 1, 2023.

WHEREAS, SOFD employees trained and licensed paramedics, owns advanced life support equipment, including a vehicle, and is authorized to provide Advanced Life Support (“ALS”) intercept services; and

WHEREAS, Wis. Stat. § 66.0301 authorizes Wisconsin municipalities to enter into agreements for the purposes of providing services; and

WHEREAS, Wis. Admin. Code § DHS 110.34(10) authorizes and requires an emergency medical services provider to maintain written mutual aid and coverage agreements with ambulance service providers operating within or adjacent to the provider’s primary service area;

NOW, THEREFORE, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, SOFD and CFD agree as follows:

1. SOFD shall provide CFD with ALS intercept service when CFD requests such service and SOFD is available to provide such service. When such response is requested and provided, the billing procedures outlined within this Agreement will be followed.

2. When SOFD provides ALS service and transports the patient, SOFD will be responsible for the billing and collection associated with its service.

3. When SOFD provides ALS service, attends to the patient during transport and CFD transports the patient in its vehicle:

a. CFD will be responsible for the billing and collection associated with the ALS service provided by SOFD as required by Centers for Medicare & Medicaid Services (“CMS”) regulations for all patients that are insured by any Medicare or Medicaid products.

i. The parties shall be jointly and severally liable to CMS for any Medicare overpayment related to claims submitted pursuant to this Agreement;

ii. Additionally, SOFD shall have reasonable access to claims submitted to CMS for services provided by CFD.

iii. CFD agrees to pay SOFD flat fee of \$200.00 of the funds collected from any Medicare and/or Medicaid product and any secondary billings regarding ALS transports. Payments shall be made within a thirty days of CFD’s recovery.

b. CFD will bill the patient independently and be responsible for their billings for any patient not insured by any Medicare or Medicaid products; with any revenues from such calls being retained independently.

i. Billing is based on approved respective EMS fee schedules. SOFD agrees to bill patients treated on behalf of CFD at the applicable 'resident' rate regarding paramedic intercept incidents occurring within CFD's primary service area.

ii. CFD agrees to pay SOFD flat fee of \$200.00 of the funds collected from any patient not insured by any Medicare and/or Medicaid product and any secondary billings regarding ALS transports. Payments shall be made within a thirty days of CFD's recovery.

c. SOFD's Medicare provider number shall only be used when CFD is involved in a transport.

d. CFD accepts responsibility and shall defend and hold harmless SOFD to accurately track reimbursements for ALS intercepts in which CFD provides transport and shall adhere to the guidelines set forth in this Agreement.

4. When SOFD provides ALS service on-scene within CFD's primary service area but the patient is not transported by either party, CFD will bill the patient independently and be wholly responsible for their billing process, including the independent retention revenue from such incidents. In such circumstances, CFD shall pay to SOFD a flat fee of \$100.00 for the on-scene ALS evaluation of care of a patient, regardless of the patient's insurance provider and or status.

5. As SOFD is the primary paramedic service provider for the primary service area covered by CFD, SOFD is entitled to records and/or data retained by CFD relating to incidents and/or patient care for the sole purpose of quality assurance, quality improvement, or training of either SOFD or CFD medical practitioners.

6. SOFD and CFD shall each hold the other harmless and indemnify the other and their agents from and against any and all claims and demands, including all claims of negligence, damages, losses, costs, charges and expenses, including attorney fees arising out of the defense of said claims related to this Agreement and the services provided herein and for any loss occasioned by the acts or omissions of the other party, their employees or agents. Nothing herein shall waive the rights and defenses to which each party may be entitled under the law, including all of the immunities, limitations and defenses under Wis. Stats. §893.80 or any subsequent amendment thereto. This paragraph shall survive the termination of this Agreement.

7. The initial term of this Agreement shall be one year, commencing as of the effective date. Thereafter, this Agreement shall automatically renew for one year periods unless terminated as set forth below.

a. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

b. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying such breach.

c. This Agreement may be terminated upon notice by either party upon the occurrence of any of the following to the other party:

i. Loss of its license or Medicare or Medicaid certification

ii. The filings of a voluntary petition bankruptcy or an assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.

8. It is not the intent of either party to this Agreement that any remuneration, benefit, or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in the Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

9. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any part, term or provision and the rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

10. This Agreement may be signed in several counterparts, each of which shall be an original but all of which together shall constitute the same instrument. Delivery of a signed counterpart by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

11. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers. Negotiations and other agreements of any kind related to the subject matter hereof. There are no representations or understandings of any kind other than as set forth herein. Any modification of or amendments to this agreement must be in writing and executed by both parties.

12. Each individual executing this Agreement on behalf of any entity which is a party to this Agreement represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity.

**SOUTHERN OZAUKEE FIRE AND
EMERGENCY MEDICAL SERVICES DEPARTMENT**

David L. Bialk, Chief

CEDARBURG FIRE DEPARTMENT

Jeffrey J. Vahsholtz, Chief

SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT



Logo progression spanning over five months...

Current Design

Proposed SOFD Mobile Kitchen Yearly Registration Process

Purpose – This simple registration process is recommended to be implemented to ensure the safe operation of transient mobile cooking process operating within the community. The focus of this process is limited to the fire safety aspects of community risk reduction and not intended to regulate the food safety aspects of mobile kitchen operation.

Mobile kitchens that would require a single annual permit (***Fee TBD***) to operate within SOFD protected communities would include food trucks, trailers, or stand-alone booth type operations.

This process provides a mechanism to ensure that mobile kitchens operating within the SOFD protected communities are aware of and adhere to the minimum fire safety requirements in place for the regulated aspects of mobile kitchen operations. The aspects of fire safety are as follows; the fuel sources used in the cooking process(s), the cooking process exhaust and vapor control systems (hood systems for griddles and deep fat fryers) employed in the operation and the operational status of required fire suppression systems for the cooking process(s) employed.

Heat sources used in mobile kitchens may be one of the following sources:

Vapor fuel systems, such as propane and Liquified Natural Gas Liquid fuel systems – alcohol & white gas stoves - solid fuel – wood, charcoal, pellet, gelled alcohol, etc. Electrical heat sources, gasoline/diesel generators and associated wiring.

Cooking Exhaust systems are required over griddles, burners, and deep fryers. Cooking exhaust systems are required to be cleaned maintained and operational. Many cooking exhaust systems are also required to be inspected and tagged and have built in automatic fire suppression systems over the heat source and within the ducting system of the hood.

All cooking operations are required to have the proper type and size of fire extinguisher based on their cooking process(s). Specialized fire extinguishers (K-Type) are required when deep frying or ABC type dry chemical type extinguishers are required in all other mobile kitchens. The presence of correct sizing, and operational status of traditional fire extinguishers, is required to be verified for mobile kitchens.

To accomplish the tasks of ensuring public safety, notifying the fire department of operation and that only verified safe process cooking process and systems are allowed, SOFD proposes implementing an annual permitting process for mobile kitchens. The mobile kitchen permitting process is patterned after the existing Mequon annual burn permit process. Whereby a mobile kitchen vendor wishing to operate within the SOFD community would contact SOFD and request a permit. SOFD would collect the vendors name and respective contact information (Phone #, Email, base address, etc.) for retention in an SOFD database. In return, SOFD would provide the requesting vendor a list of verifiable and safety requirements for mobile kitchens and offer options for a one time inspection of the mobile kitchen.

Upon inspection of and/or attestation by the vendor that the appropriate safety measures are in place, and payment of a fee to be determined by the SOFD board is remitted, an annual permit shall be issued to the vendor that shall be valid for operations in the year of issue. There shall be no prohibition on how many times or different locations a permitted mobile kitchen shall be allowed to operate.

VEHICLE USAGE AGREEMENT

WHEREAS, the City of Mequon (the “City”) and the Village of Thiensville (the “Village”) each operated a Fire Department which required the ownership and use of certain fire and emergency medical service vehicles; and

WHEREAS, the City and Village entered into an intergovernmental agreement (the “IGA”) to combine their two fire departments into a single department known as the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”); and

WHEREAS, the IGA provides that SOFD may initially utilize the fire and emergency medical service vehicles and apparatus that are owned by the City or Village; and

WHEREAS, the City, Village and SOFD desire to enter into the Vehicle Usage Agreement to formalize the terms of SOFD’s use of City and/or Village fire and emergency medical service vehicles;

NOW, THEREFORE, the parties hereby agree that SOFD may utilize the fire and emergency medical service vehicles and other apparatus of the City and/or the Village subject to the following conditions:

1. Commencing on January 1, 2023, SOFD shall be entitled to utilize the fire and emergency medical service vehicles and other apparatus of either the City, the Village, or both until such time as title to the vehicles transfers to SOFD pursuant to the IGA, or December 31, 2023, whichever is sooner (the “Term”).
2. During the term of this Agreement, the City in the case of City-owned equipment, or the Village in the case of Village-owned equipment, will provide the labor for the maintenance of the vehicles and apparatus used by SOFD to keep the equipment in good working order. SOFD shall be responsible for the cost of any parts or materials necessary for the maintenance of the vehicles and apparatus, the full costs of any repairs necessary on the equipment, and any other expenses associated with operating the equipment.
3. SOFD shall pay the cost of auto collision and comprehensive insurance coverage to insure against physical damage to the equipment used. Each of the parties agrees to secure and maintain at all times during the term of this agreement general liability insurance to protect each party against any and all claims for injury or loss arising out of or related to the provision and use of the equipment.
4. Each party hereby agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of

anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the indemnified party its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The indemnifying party shall reimburse the indemnified party, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

5. The City and Village retain sole ownership of the City or Village equipment utilized by SOFD, subject only to the rights of use granted to SOFD pursuant to this Agreement.

6. No lease or rental payment shall be due to the City or Village for SOFD's use of the fire and emergency medical service vehicles and apparatus pursuant to this Agreement.

7. All parties agree that their respective benefits pursuant to this agreement constitutes sufficient consideration for the Agreement.

8. No change or other agreement will be binding unless in writing and signed by the parties.

VILLAGE OF THIENSVILLE

CITY OF MEQUON

Van A. Mobley, President

Andrew Nerbun, Mayor

Amy Langlois, Clerk

Caroline Fochs, City Clerk

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney

**SOUTHERN OZAUKEE FIRE AND
EMERGENCY MEDICAL SERVICES DEPARTMENT**

Van A. Mobley, President

Andrew Nerbun, Vice President

Work Plan for SOFD 2023

Review IGA

Consolidate fleet and equipment (Capital Budget)

Hiring of 3.5 fulltime Firefighter/Paramedics

Pay plan compensation

Employee manual/handbook

Review of buildings and rental agreements

2024 Budget

Financial policy