

**MEMORANDUM OF AGREEMENT  
BETWEEN THE WISCONSIN DEPARTMENT OF MILITARY AFFAIRS  
AND THE CITY OF MADISON  
FOR EMERGENCY MEDICAL SERVICES SUPPORT**

**SUBJECT:** Cooperative Support between the State of Wisconsin Department of Military Affairs (DMA) and the City of Madison Fire Department (City or MFD) for the provision of Emergency Medical Services (EMS) at the Dane County Regional Airport and Truax Field.

1. **Purpose.** This Memorandum of Agreement (MOA) will establish the parameters for the cooperative support between DMA and MFD in the provision of EMS support.
2. **Scope.** It is the intent of the parties herein to maximize available resources, equipment, supplies and trained emergency medical technicians (EMT's) for rapid emergency medical response at the Dane County Regional Airport and Truax Field and to cooperatively address the needs of both parties.
3. **Parties Involved.**
  - a. The Wisconsin Department of Military Affairs (DMA), which operates the Truax Fire Department located at Truax Field, City of Madison, Wisconsin.
  - b. The City of Madison, Wisconsin, a municipal corporation, which operates the City of Madison Fire Department (MFD).

**Term of MOU.**

1. This Memorandum of Agreement becomes effective the day of the last signature is obtained on this agreement and will run through December 31, 2015.
2. **Integration into Emergency Medical Service Plan.** The MFD has an approved Emergency Medical Services Plan (Plan) under §256.12(2), Wis. Stats. To conduct an emergency medical service program using emergency medical technicians – paramedics for the delivery of emergency medical care to sick, disabled or injured individuals at the scene of an emergency and during transport to a hospital. MFD agrees to integrate the EMTs and First Responder employees of the DMA Truax Fire Department into the MFD emergency medical service plan. DMA agrees and understands that it will not transport sick, disabled or injured individuals at or from the scene of an emergency.

5. All initial, reoccurring and required skills training expenses required ensure continuing licensure of DMA EMT's;
  6. Costs to integrate Truax DMA Fire Department into *Cityscape* system.
- a. DMA will reimburse City for MFD training services for DMA employees as follows:
1. For a total of Sixteen Thousand Nine Hundred Dollars (\$16,900);  
FY15 (\$8,450 paid before Sept. 30, 2015); And FY16 (\$8,450 paid after Oct. 1, 2015).

Such reimbursements shall be made within thirty (30) days of receiving an invoice from the City. Invoices shall be sent to DMA Department of Military Affairs at the following address:

Truax Fire Department  
DMA Department of Military Affairs  
Dane County Regional Airport  
Attention: Fire Chief Gary Peck  
Truax Field 3110 Mitchell Street, Bldg. # 430  
Madison, WI 53704

8. **Patient Billing.** MFD understands that DMA has no ability to bill patients for emergency medical services, patient care items, supplies or equipment provided. MFD agrees to bill patients for equipment, supplies and MFD emergency medical services provided. MFD agrees that patient care items and supplies used by DMA on a patient transported by MFD will be replaced/replenished by MFD with the costs to be reimbursed by DMA as provided in Section 10 above.
9. **Standard Operating Guidelines/Protocols.** DMA and MFD agree that emergency medical service operations will be conducted in accordance with Standard Operating Guidelines/Protocols that will be mutually approved by the parties to this MOU and subject to final approval by the MFD Medical Director. DMA further agrees that it will ensure that the Truax Fire Department and its EMT and First Responder employees will comply with all applicable requirements and cooperate with the Physician Medical Director as specified so that s/he may perform his/her responsibilities as Medical Director as set forth in the attached contract between the City and the Board of Regents of the University of Wisconsin for Medical Director Services, Addendum A.

13. **Notices.** All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid or hand delivered to the addresses of the parties listed below:

For the City:                    Steven Davis, Fire Chief  
30 W. Mifflin Street, 8<sup>th</sup> Floor  
Madison, WI 53703-2295

For Department of Military Affairs:

Donald P. Dunbar, Maj Gen, WI ANG  
The Adjutant General  
WI Dept. of Military Affairs  
2400 Wright Street, PO Box 8111  
Madison, WI 53708-8111

14. **Third Party Rights.** This contract is intended to be solely between the parties thereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

15. **Applicable Law.** This Agreement shall be governed under the laws of the State of Wisconsin. DMA and MFD shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect emergency medical services or its conduct.

16. **Termination.** The Department of Military Affairs at any time may terminate this Agreement by giving the Fire Chief, Madison Fire Department at least thirty (30) days written notice. The Madison Fire Department at any time may terminate this Agreement by giving the Adjutant General, Department of Military Affairs at least thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS

By: \_\_\_\_\_  
DONALD P. DUNBAR, Maj Gen, WI ANG  
The Adjutant General

CITY OF MADISON, WISCONSIN  
a municipal corporation

By: \_\_\_\_\_  
Paul R. Soglin, Mayor

Date: \_\_\_\_\_

**Approved:**

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Eric T. Veum, Risk Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael P. May, City Attorney

Date: \_\_\_\_\_

*Reviewed  
JMW  
USPFO-WI  
1 June 05*