

**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).
4. **Term of MOA.** This Memorandum of Agreement shall commence on January 1, 2021 and run through December 31, 2025 and may be renewed annually in writing upon agreement and option of the parties.
5. **Integration into Emergency Medical Service Plan.** MFD has an approved Emergency Medical Services Plan under §146.55(2) of the Wisconsin Statutes 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.
6. **Licensure and Certification.**
  - a. DMA shall obtain and maintain emergency medical technician - basic licenses, as defined in Wis. Stats. §§ 146.50 (1) (f); 256.15 (5); 256.01(5); 256.01(6), for all its firefighters providing emergency medical services under the Plan outlined in Sec. 5, and any other license(s) required by law or as may become required by law for the performance of EMT and First Responder service delivery.

b. DMA agrees that Truax Fire Department will conduct at its own expense quarterly skills training and validation for its employees integrated into the Plan. MFD will offer education and instruction for designated train-the-trainers appointed by Truax Fire Department to become eligible to conduct skills training and validation. This training will be available to DMA Truax Fire Department employees under the established MFD training schedule.

7. **Costs for DMA Employee Benefits, Wages, Retirement System and Tax Payments.** DMA shall be responsible for any and all costs associated with DMA employee benefits, wages and any contributions for any Public Employees Retirement Withholding System benefit(s). DMA shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes. It is agreed by the Parties that DMA employees are employees of the State and are not employees of the City for any purpose.
8. **Worker's Compensation.** DMA employees are considered employees of the State of Wisconsin for purposes of worker's compensation benefits.
9. **DMA will reimburse MFD for medical direction services, training, equipment and expendable products as follows:**
- a. Calendar Year 2021- Twenty Thousand Dollars (\$20,000);
  - b. Calendar Year 2022- Twenty Thousand Six Hundred Dollars (\$20,600);
  - c. Calendar Year 2023- Twenty One Thousand Two Hundred Dollars (\$21,200);
  - d. Calendar Year 2024- Twenty One Thousand Eight Hundred Dollars (\$21,800);
  - e. Calendar Year 2025- Twenty Two Thousand Four Hundred Dollars (\$22,400)

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

Truax Fire Department  
Dane County Regional Airport  
3110 Mitchell Street, Bldg. # 430  
Madison, WI 53704  
ATTN: Chief Josh Loescher

10. **Patient Billing.** MFD understands that DMA has no ability to bill patients for emergency medical services. MFD has the sole authority to bill patients for MFD emergency medical services and transport.
11. **Standard Operating Guidelines/Protocols.** DMA and MFD agree that emergency medical service operations will be conducted in accordance with Dane County EMS Protocols. 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 MFD Medical Director as specified so that they may perform their 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.

12. **Hold Harmless.** The State of Wisconsin, Department of Military Affairs also agrees to hold harmless the City, its officers, agents and employees from any disputes DMA may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause..
13. **Liability.** The Department of Military Affairs, an agency of the State of Wisconsin, provides liability coverage for its officers, agents, officials and employees consistent with Section 895.46(1) and 893.82 of the Wisconsin Statutes. DMA's employees and military members of the 115th Fighter Wing who participate in the activities resulting from this MOA are either employees of the State of Wisconsin or the Wisconsin Air National Guard. Although the liability coverage provided by the State of Wisconsin under Wis. Stats. sec. 895.46(1) is self-funded, unlimited, and continuous; it is subject to the damage cap in Wis. Stats. sec. 893.82(6). Such liability coverage includes, but is not limited to claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out this MOA and founded upon or growing out of the acts or omissions of any of the employees of DMA and the military members of the 115th Fighter Wing while acting within the scope of their employment where protection is afforded by Sections 893.82 and 895.46(1) of the Wisconsin Statutes.
14. **No Waiver.** No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or DMA shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or DMA therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
15. **Non-Discrimination.** In the performance of work under this contract, DMA agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. DMA further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
16. **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

314 W. Dayton Street.

Madison. WI 53703-2295

For Department of Military Affairs:

Maj Gen Donald P. Dunbar. The Adjutant General

WI Dept. of Military Affairs

2400 Wright Street. PO Box 8111

Madison WI 53708-8111

17. **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.

18. **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.

19. **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 \_\_\_\_\_,

STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS

By: \_\_\_\_\_  
DONALD P. DUNBAR

Maj Gen, Wisconsin National Guard  
The Adjutant General

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

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

CITY OF MADISON, WISCONSIN  
a municipal corporation

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

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

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

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

Approved as to Form:

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

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

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

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

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

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