

Village of Mukwonago  
**Notice of Meeting and Agenda**

**VILLAGE & TOWN PROTECTIVE SERVICES COMMITTEE MEETING**  
**Monday, September 19, 2022**

Time: **6:30 pm**

Place: **Town Hall Building, W320 S8315 Beulah Road, Mukwonago**

**1. Call To Order**

**2. Roll Call**

**3. Approval of Minutes**

- 3.1 Minutes of the Joint Protective Services Committee of August 22, 2022  
[2022-08-22 Draft JT Protective Services Minutes](#)

**4. Public Comments**

**5. New Business**

- 5.1 Election of President and Secretary pursuant to Section E of the Amended Joint Town and Village of Mukwonago FIRE/EMS Department Agreement.  
[Joint Fire EMS Agreement Village and Town 2021.pdf](#)
- 5.2 Reports to Review  
[Finacials 01-01-2022 to 08-31-2022.pdf](#)  
[Incident-Type-Report-\(Summary\)\\_01-01-2022 to 08-31-2022.pdf](#)
- 5.3 ProHealth Care 2023 Contract  
[1U42581-Inter-Facility Transfer Agreement Between Fire Department and Pro Health-Mukwonago Legal review.docx](#)
- 5.4 Waukesha County Hazard Mitigation Plan Adoption  
[Waukesha Approval 8.25.22.pdf](#)  
[Waukesha Co Hazard Mitigation Plan Executive Overview 2022.pdf](#)  
[2021 Sample Adoption Resolution.docx](#)

**6. Adjourn**

**Membership**

*Village: Decker, Johnson, Reeves*

*Town: Wrasman, Boucher, Topczewski*

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of

individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

**MINUTES OF THE VILLAGE & TOWN JOINT PROTECTIVE SERVICES MEETING  
Monday, August 22, 2022**

Time: **7:00 pm**

Place: **440 River Crest Court, Mukwonago, WI 53149**

**Call To Order**

Meeting was called to order by Trustee Decker at 7:05pm.

**Roll Call**

Present:

Village Trustee Ken Johnson  
Village Trustee Scott Reeves  
Village Trustee James Decker  
Town Supervisor Richard Wrasman  
Town Supervisor Lyle Boucher

Absent: Town Supervisor Peter Topczewski

Also Present: Clerk Diana Dykstra

**Approval of Minutes**

Minutes were not available. The committee noted they haven't met since last year and will find those minutes for the next meeting.

**Public Comments**

None.

**New Business**

**Fire and Ambulance Reports for 2022 (For Information only)**

Chief Stien noted this is a report that shows the calls and runs for the year. He asked what type of report they would like to see. They agreed this is good. Trustee Decker noted he would like to see the type of report that went to the last Board meeting.

**Hose Testing Results (For Information Only)**

Chief noted that annually they are to test hose. 2019 was the last time they tested because 2020 was out due to Covid. Now it is 2022 and they are starting again and they need to replace hose. About 25% is out of commission and is estimated at \$20,000

**PHC Inter-Facility Contract Update (For Information Only)**

Chief noted next Wednesday is meeting and he will keep everyone posted and it will go to respective boards.

**ACT102 ARPA Funding For Stryker Arms and Ferno mounts**

Chief noted that ARPA funding provided an additional one time allotment in the amount of \$24,000. They will get in two installments. They would like to spent this on equipment such as swing arms for a gurney and one for ventilator.

Boucher/Decker motion to proceed. Unanimously carried.

**Adjourn**

Decker/Wrasman motion to adjourn at 7:26pm. Unanimously carried.

**AMENDED JOINT TOWN OF MUKWONAGO**  
**AND VILLAGE OF MUKWONAGO**  
**FIRE/EMS DEPARTMENT AGREEMENT**

This agreement made this 21 day of April, 2021 by and between the Village of Mukwonago, a municipal corporation with principal offices at 440 Rivercrest Court in said Village, hereinafter referred to as "Village", and the Town of Mukwonago, a municipal corporation with principal offices at W320S8315 Beulah Road in said Township, hereinafter referred to as "Town".

WHEREAS, the parties hereto have together operated the Mukwonago Fire/EMS Department over a period of time under the terms of an Agreement dated June 5, 1962, a lease dated April 1, 1971 and an Agreement dated January 8, 1993, all of which have been renewed from time to time; and,

WHEREAS, the parties hereto desire to enter into a joint operation of the Mukwonago Fire/EMS Department pursuant to the provisions of Sections 60.55, 61.65, 62.13 (where applicable), Wisconsin Statutes, for the furnishing of fire fighting, fire protection, and emergency medical and resuscitation services within the corporate boundaries of the said Village and Town; and,

NOW, THEREFORE, it is mutually agreed as follows:

**----- SECTION I -----**

The principal offices of the Mukwonago Fire/EMS Department shall be located 1111 Fox Street, and an auxiliary station located at W320S8315 Beulah Road.

**----- SECTION II -----**

There is hereby created, pursuant to Sections 60.57, 61.65, and 62.13, Wisconsin Statutes, a Joint Fire Commission to govern the Department with the purpose of removing management of the Fire/EMS Department from political influences and to provide basic protection and security in employment, promotion, and disciplinary practices. The Joint Fire Commission shall not have the optional powers contained in Section 62.13(6), Wisconsin Statutes. The Commission is hereby created as follows:

- A) The Joint Fire Commission shall consist of five (5) Commissioners and two (2) non-voting Liaisons:
  - 1) One Village Board member shall be appointed for an indeterminate term as a non-voting Liaison by the Village President, and one Town Board member shall be appointed for an indeterminate term as a non-voting Liaison by the Town Chairman.
  - 2) Initially, one citizen member each shall be appointed for three-year terms as voting members by the Village President and the Town Chairman; one



citizen member each shall be appointed for two-year terms as voting members by the Village President and the Town Chairman; and one citizen member shall be appointed for a one-year term as a voting member by the Village President.

- 3) Thereafter, all voting appointments shall be for three-year terms, with the exception that the one-year appointment shall be on a rotating basis by the Town Chairman in even-numbered years, and by the Village President in odd-numbered years.
- B) All appointments of citizen members shall be made no later than May 1, for a term of three years. All nominations made by the Town Chair shall be subject to approval of the Town Board. All nominations made by the Village President shall be subject to approval of the Village Board in accordance with Chapter 1 of the Municipal Code.
- C) A majority of the Commission is a quorum.
- D) The duties of the Commission are:
- 1) To prevent any undesirable influences affecting the operation of the Department and protect the rights of firefighters from unfair or unreasonable acts of their chiefs.
  - 2) To recruit and examine qualified applicants for entry into the Department.
  - 3) To hold quasi-judicial hearings and resolve complaints by or against firefighters and may impose disciplinary or discharge penalties against any officer of the Department, including chiefs, or may sustain or reverse such actions taken by the chiefs against subordinates.
- E) The members of the Commission shall elect among themselves a President and Secretary whose duties shall be as follows:
- 1) The President shall preside over meetings of the Commission; call special meetings when necessary; ensure that they are regularly conducted; receive written charges filed against the chief officers or subordinates; issue subpoenas; and compel the attendance of witnesses.
  - 2) The duties of the Secretary are to conduct all correspondence; send out all notices required by law, ordinance, or the Commission; arrange such official publications as may be necessary; attend all meetings and hearings; prepare and keep calendars, dockets, and minutes of Commission meetings; provide for the taking and recording of testimony and other evidence in a permanent record, and certify the record to the circuit court when notice of appeal from a decision of the Commission is served.
- F) Open Meetings and Public Records Retention:
- 1) The President shall be responsible to timely provide Notice and Agenda of meetings and Notice of Public Hearing, whenever required, to Village and Town Clerks for posting according to applicable statute.

- 2) The Secretary shall be responsible to timely provide Minutes of each meeting to Village and Town Clerks for posting to their respective websites.
  - 3) The President or his designee shall be responsible for secure retention of records, at minimum, for the time specified by statute.
- G) The Commission shall meet at least quarterly each year.
- H) The Commission shall appoint the Chief of the Department who shall hold such office subject to suspension or removal by the Commission for cause.
- I) A performance review of the Fire Chief shall be conducted jointly by the Town Board and the Village Board, or their designee, on an annual basis and in accordance with procedures for such review as established by the Village and/or Town for the review of other department heads.
- J) Fire Commission Authority to Develop Rules:
- The Commission may adopt, and may repeal or modify, rules calculated to secure the best service in the Department, subject to approval by the Town Board and the Village Board. These rules shall provide such competitive examinations as the Commission shall determine, and for the classification of positions with special examinations for each class. The Commission shall print and distribute the rules and all changes in them, at Village and Town expense.
- K) Personnel Actions:
- The Chief and the Fire Commission shall each have the duties and authority specified in Section 62.13(4), (5) and (5m), Wisconsin Statutes, as it relates to hiring, personnel, discipline, dismissal, and layoffs. To the extent permitted by law, the Commission shall have the authority to create rules and procedures addressing hiring, personnel actions, disciplinary procedures, disciplinary hearings, and layoffs, subject to approval by the Town Board and the Village Board.
- L) Compensation:
- Compensation of all Fire/EMS Department Employees shall be fixed jointly by the Village Board and the Town Board. Such compensation, when so fixed, may be increased but not decreased by the Village Board and Town Board without a previous recommendation of the Commission.

### **----- SECTION III -----**

- A) Joint Village and Town Protective Services Committee:
- 1) The Committee shall consider relevant Fire/EMS Department matters and shall serve in an advisory capacity to the respective Boards.

- 2) Generally, and as needs warrant, this Committee shall meet on the Monday preceding the third Wednesday of each month.
- 3) A majority of the Committee is a quorum.
- 4) No later than May 1 each year, the Village President shall appoint three current Village Board members, and the Town Chairman shall appoint three current Town Board members to serve as the Joint Village and Town Protective Services Committee.
- 5) The members of the Committee shall elect among themselves a Chairman and Secretary.
- 6) Chairmanship of this Committee shall alternate, the Village in even-numbered years, and the Town in odd-numbered years.
- 7) The Chairperson shall be responsible to timely provide Notice and Agenda of meetings and Notice of Public Hearing, whenever required, to Village and Town Clerks for posting according to applicable statute.
- 8) The Secretary shall be responsible to timely provide Minutes of each meeting to Village and Town Clerks for posting to their respective websites.
- 9) The Chairman or his designee shall be responsible for secure retention of records, at minimum, for the time specified by statute.

#### ----- SECTION IV -----

The Village of Mukwonago and Town of Mukwonago hereby recognize the Mukwonago Fire/EMS Department as the official Department for the purpose of firefighting, the prevention of fires and establishment of emergency and resuscitation services within the corporate boundaries of the Village and that portion of the Town served by the Department. Its organization and internal regulation shall be governed as follows:

A) Organization:

- 1) The Department may make rules and regulations for its management, control, and government not inconsistent with this agreement. Such rules, regulations, and proceedings shall be subject to the approval of the Commission. Amendments to such rules, regulations and government may be made in the same manner.
- 2) The Village Board of the Village of Mukwonago and Town Board of the Town of Mukwonago shall jointly appropriate funds to provide for the use of said Department on an annual basis as they may deem expedient and necessary to maintain efficiency and protection of life and property from fire.
- 3) The officers and members of the Department shall receive such compensation from the Village and Town or may from time to time be fixed by their respective boards.

B) Membership:

- 1) The Department shall be adequately staffed, which may consist of the following officers:

- a) The Fire Chief shall be appointed by the Commission, subject to the terms of the Chief's employment being approved by the Town Board and Village Board
  - b) Chief Officers, Supervisory, and Line Officers, and as many drivers and firefighters who live and/or normally work in the Village or Town as may be recommended by the Chief and approved by the Commission.
- 2) Any person desiring to be a member of the Department may file with the secretary an application on such forms as the Commission may require. Each applicant shall also file a certificate of physical fitness from an NFPA qualified physician as arranged by the Department. All members accepted for membership in the Department shall serve a minimum of one (1) year probationary period before final acceptance.
- 3) All resignations from the Department shall take the same course as applications for and appointments to membership.
- C) Companies:
- 1) The Department shall organize into one or, at the option of the Chief, into two or more companies. The Chief may at any time transfer members which the Chief deems necessary between companies.
  - 2) Each of the companies of the Department shall be in charge of a Captain, or in the Captain's absence, a Lieutenant, who shall be responsible to the Chief.
- D) Powers and Duties of Chief:
- 1) The Chief shall have general supervision of the Department subject to this agreement and shall be responsible for coordinating and directing the activities of the Fire and Emergency Medical Services in the Town and Village.
  - 2) It shall be the duty of the Chief or the Chief's designee to be present at all fires, to have complete command of and entire responsibility for all fire fighting operations, to plan the control of the same, to direct the action of the companies when they arrive at a fire, to observe that every company does its duty, to grant leaves of absence at a fire when said Chief may deem it proper and to see that the fire apparatus is kept in proper condition at all times.
  - 3) The Chief shall have the power to demote or expel any officer or member of the Department for neglect or refusal to perform his or her departmental duties, and such demotion or expulsion to be subject to an appeal to the Commission.
  - 4) No later than September 15 of each year, the Chief shall file with the Village President and Town Chair a detailed estimate of budget of the appropriations needed for the conduct of the Department during the ensuing fiscal year which shall be jointly considered between Village Board and Town Board in workshop sessions prior to the action by each board.
  - 5) It shall be the duty of the Chief to submit a written report to the Village

President and Town Chair not later than March 15 of each year, and at such other times as the Chief deems desirable, relating to the conditions of various pieces of apparatus and appurtenances, the number of fires occurring since the previous report, the date of same and loss occasioned thereby, the number of members in the Department and resignations and expulsions from the Department. The Chief shall also report upon the drill and training program of the Department, together with other pertinent information, including recommendations of such improvements as the Chief deems proper and necessary for the operation of the Department.

- 6) The Chief shall enforce all fire prevention ordinances of the Village and Town and any state laws and regulations pertaining to fire prevention and shall keep citizens informed on fire prevention methods and on the activities of the Department.
- 7) The Chief shall keep a fire record book of every fire to which any company was called and shall enter in such book the locality of fire, time alarm was received, cause of fire, where fire started, cause of delay, if any, in responding, method of extinguishment and equipment used, estimated fire loss, time fire was extinguished, names of firefighters responding and general remarks.
- 8) The Chief shall keep an inventory of all apparatus and equipment.
- 9) The Chief shall perform such other duties as are incumbent on the commanding officer of the Department and as directed by the Village President and Town Chair.

E) Equipment and Apparatus:

- 1) The Chief shall have control of all apparatus used by the Department and shall be responsible for its proper maintenance. Emergency repairs may be authorized by the Chief with notification to the Village President and Town Chairman.
- 2) No apparatus shall be used for any purpose except for fire fighting within the Town and Village limits, or in training therefore, except
  - a) pursuant to a mutual aid agreement approved by the Town and Village after the Chief has given his or her recommendations on such use, and except
  - b) that such apparatus and equipment may be used for purposes other than fire fighting, such as in Village or Town parades or firefighters funeral processions, only with the recommendation of the Chief and the approval of the Village President and Town Chairman (or Chairs of the Protective Services Committee in their absence).

F) Fire Inspector:

- 1) The Chief of the Department shall hold the office of Fire Inspector, with power to appoint one or more deputy fire inspectors, who shall perform the same duties and have the same powers as the Fire Inspector.
- 2) It shall be the duty of Fire Inspectors to inspect, at the frequency permitted by law, all buildings, premises, and thoroughfares within fire limits of the

Town and Village for the purpose of noting and causing to be corrected any condition liable to cause fire. The Inspector shall investigate, and issue permits in accordance with the regulations of the state agency for the storage and handling of explosives and flammable liquids within the Village and Town. The inspectors shall perform such other duties as required by a state agency.

- 3) Whenever or wherever in the Town and Village any inspection by the Chief or the Chief's deputies reveals a fire hazard, the Chief or the Chief's deputies shall serve a notice in writing upon the owner of the property giving said owner a reasonable time in which to remedy the hazard. In the event the fire hazard is not removed within the time allowed, it shall be deemed a public nuisance. The Chief or Chief's deputy is authorized to have the same removed by the Town or Village and the cost of such removal shall be recovered in an action by the Town or Village against the owner of the property.
- 4) The Chief shall keep written records of each property inspected, which shall conform to the requirements of the state agency and shall make the semiannual report of inspection required by the said state agency.
- 5) No person shall deny the Chief or the Chief's deputies from access to any property within the Village or Town at any reasonable time for the purpose of making fire inspections. No person shall hinder or obstruct the Fire Inspector in the performing of his or her duty or refuse to observe any lawful direction by him or her.

G) Police Power of the Department:

- 1) The Chief or designee in command at any fire is hereby vested with full and complete police authority at fires. Any officer of the Department may cause the arrest of any person failing to give the right-of-way to the Department vehicles in responding to a fire.
- 2) No person shall willfully injure in any manner any hose, hydrant or fire apparatus belonging to the Department or the Village or the Town, and no vehicle shall be driven over any unprotected hose of the Department when laid down on any street, private driveway, or other place to be used at any fire or alarm of fire without the consent of the Department official in command.
- 3) The Chief may prescribe certain limits in the vicinity of any fire within which no persons, except for firefighters and police officers and those admitted by order of the officer of the Department, shall be permitted to enter. The Chief shall have the power to cause the removal of any property whenever it shall become necessary for the preservation of such property from fire or to prevent the spreading of fire or to protect the adjoining property, and during the progress of any fire the Chief shall have the power to order the removal or destruction of any property necessary to prevent the further spread of the fire. The Chief shall also have the power to cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the Department during the progress of a fire.
- 4) It shall be lawful for any firefighter, while acting under the direction of the



Chief or designee in command, to enter upon the premises adjacent to or in the vicinity of any building or other property when on fire for the purpose of extinguishing such fire, and in case any person shall hinder, resist or obstruct any firefighters in the discharge of his or her duty as is hereinbefore provided, the person so offending shall be deemed guilty of resisting a firefighter in the discharge of their duty.

- 5) Every person who shall be present at a fire shall be subject to the order of the Chief or designee in command, and may be required to render assistance in fighting the fire or removing or guarding property. Such officer shall have the powers to cause the arrest of any person or persons refusing to obey said orders.

## ----- SECTION V -----

- A) The Chief shall prepare an annual budget, consisting of capital and operating components, and submit to the Town Board and the Village Board on or before September 15 preceding the budget cycle. Both municipalities must make a diligent and timely effort to agree on the budget. The previous budget component(s) shall remain in effect until agreement is reached.
- B) The Town and the Village shall each contribute fifty percent (50%) of the annual operating budget and the annual capital equipment expenditures budget of the Fire/EMS Department. The contributed funds shall be held in a non-lapsing fund. No monies may be removed from budget accounts for any purposes other than the budgeted purposes without the consent of both the Town and the Village, pursuant to 65.90(5)(a), Wisconsin Statutes.
- C) The fiduciary agent may not disburse funds in excess of budget without the express consent of both the Town and Village Boards.
- D) The Town and the Village shall each forward to the Village Treasurer, as the fiduciary agent for the Department, on the first business day of the calendar month, one-twelfth (1/12) of their proportionate share of the annual operating budget and recurring capital equipment items approved within the budget. Jointly approved capital equipment expenditures that are not recurring in nature are also shared equally between the Town and the Village. Upon purchase of the approved item, the Village shall invoice the Town their half of the total cost. Payment from the Town to the Village is due upon receipt of the invoice.
- E) The Fire/EMS Department budget shall be reconciled quarterly to show the position of actual revenues relative to actual expenditures. Actual settlement of any excess revenues over expenditures to the Village and Town shall occur annually in March for the preceding year's activity. The Town and the Village shall each share fifty percent (50%) of the Fire/EMS Department revenues or overages. Unanticipated expenditures that threaten to cause overall expenditures to exceed revenues shall be immediately brought to the attention of both the Village and Town Boards for Board action.

- F) All equipment of the Joint Fire/EMS Department shall be owned equally by the Town of Mukwonago and the Village of Mukwonago. Any proceeds from the sale of equipment or from grants received to purchase equipment shall also be shared. Grants or sale proceeds meant to offset the cost of new equipment can be applied as a credit against the amount billed to the Town. If the sale or grant proceeds are received after the purchase of new equipment, and Town's share has already been billed and paid, the Village shall refund that amount to the Town.

## ----- SECTION VI -----

This agreement may be amended at any time by the mutual consent of the parties.

- A) Dissolution:

The Joint Fire Commission and the Joint Fire/EMS Department created herein may be dissolved by a two-thirds (2/3) vote of either the Village Board of the Village of Mukwonago or the Town Board of the Town of Mukwonago. In the case of a vote for dissolution by either party, all equipment owned by the Department shall be appraised by a third party appraiser appointed by the Village President and Town Chair. Upon completion of said appraisal, either party shall be given the right to purchase any equipment at the appraised price and if the parties are unable to agree upon either party purchasing or if neither party opts to purchase, the equipment shall be offered for sale for the best price obtainable.

- B) Arbitration:

Failure of the parties to agree upon any matter arising under this contract, other than the decision by either party to dissolve either the Joint Commission or the Joint Department, shall subject the parties to arbitration pursuant to Chapter 788, Wisconsin Statutes.

The Joint Fire Commission and Joint Fire/EMS Department created herein are subunits of the Village of Mukwonago and the Town of Mukwonago and may not enter into any contract other than as approved by the parties hereto nor can the Commission or the Department sue or be sued in their own names.

This Agreement shall take effect on April 21, 2021 and shall supersede the Agreement dated 1/8/1993 and all subsequent amendments. This Agreement shall be effective for a term of ten (10) years. Thereafter the Agreement shall be renewed on identical terms of five (5) years unless either party shall give twelve (12) months notice in writing in advance of their intent to terminate the Agreement. In any event, this agreement may be terminated at any time on twelve (12) months notice by either party.



Dated this 13<sup>th</sup> day of May, 2021

VILLAGE OF MUKWONAGO

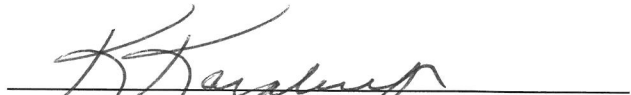
  
Fred Winchowky, Village President

  
Diana Dykstra, Clerk-Treasurer

Dated this 13<sup>th</sup> day of May, 2021

TOWN OF MUKWONAGO

  
Peter Topczewski, Town Chairman

  
Kathy Karalewitz, Administrator/Clerk-Treasurer

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 08/31/2022	ACTIVITY FOR MONTH 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 150 - FIRE/AMBULANCE FUND						
Revenues						
Dept 4100 - TAXES						
150-4100-411100	GENERAL PROPERTY TAX	194,835.00	129,890.00	16,236.25	64,945.00	66.67
Total Dept 4100 - TAXES		194,835.00	129,890.00	16,236.25	64,945.00	66.67
Dept 4300 - INTERGOV T REVENUES						
150-4300-434200	STATE AID OR GRANT	0.00	9,079.06	0.00	(9,079.06)	100.00
150-4300-434400	EMS ACT102 GRANT	6,000.00	19,032.16	0.00	(13,032.16)	317.20
150-4300-434700	STATE FIRE DUES PROGRAM	41,000.00	41,596.05	0.00	(596.05)	101.45
Total Dept 4300 - INTERGOV T REVENUES		47,000.00	69,707.27	0.00	(22,707.27)	148.31
Dept 4620 - PUBLIC SAFETY						
150-4620-432000	FIRE DEPT CHARGES FOR SERVICES	100.00	220.14	135.14	(120.14)	220.14
150-4620-432500	AMBULANCE COUNTY COLLECTIONS	23,000.00	19,341.98	2,726.77	3,658.02	84.10
150-4620-473000	EBIX AMBULANCE REVENUE	509,312.00	559,413.89	90,462.20	(50,101.89)	109.84
150-4620-473700	EBIX FIRE REVENUE	4,312.00	0.00	0.00	4,312.00	0.00
150-4620-474100	EBIX INTERFACILITY ALS& BLS	367,376.00	0.00	0.00	367,376.00	0.00
150-4620-474200	EBIX INTERFACILITYCRITICALCARE	137,995.00	0.00	0.00	137,995.00	0.00
Total Dept 4620 - PUBLIC SAFETY		1,042,095.00	578,976.01	93,324.11	463,118.99	55.56
Dept 4700 - INTERGOV T CHARGES FOR SERVICE						
150-4700-434700	STATE FIRE DUES PROGRAM	37,000.00	39,210.90	39,210.90	(2,210.90)	105.98
150-4700-473100	FIRE/AMBULANCE SERVICE TO TOWN	194,835.00	129,890.00	16,236.25	64,945.00	66.67
Total Dept 4700 - INTERGOV T CHARGES FOR SERVICE		231,835.00	169,100.90	55,447.15	62,734.10	72.94
Dept 4800 - MISC REVENUE						
150-4800-488500	INSURANCE PROCEEDS/OFFSET LOSS	0.00	13,522.00	0.00	(13,522.00)	100.00
150-4800-489000	DONATIONS RECEIVED	0.00	980.00	280.00	(980.00)	100.00
150-4800-489900	MISC. REVENUES	0.00	53.64	53.64	(53.64)	100.00
Total Dept 4800 - MISC REVENUE		0.00	14,555.64	333.64	(14,555.64)	100.00
Dept 4810 - INTEREST REVENUE						
150-4810-487100	INTEREST REVENUE	270.00	442.02	0.00	(172.02)	163.71
Total Dept 4810 - INTEREST REVENUE		270.00	442.02	0.00	(172.02)	163.71
Dept 4820 - COMMERCIAL REVENUE						
150-4820-488000	SALE OF OWNED PROPERTY	0.00	5,139.46	10.00	(5,139.46)	100.00
Total Dept 4820 - COMMERCIAL REVENUE		0.00	5,139.46	10.00	(5,139.46)	100.00
Dept 4900 - OTHER FINANCING SOURCES						
150-4900-493000	FUND BALANCE APPLIED	40,403.00	0.00	0.00	40,403.00	0.00

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 08/31/2022	ACTIVITY FOR MONTH 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 150 - FIRE/AMBULANCE FUND						
Revenues						
Total Dept 4900 - OTHER FINANCING SOURCES		40,403.00	0.00	0.00	40,403.00	0.00
TOTAL REVENUES		1,556,438.00	967,811.30	165,351.15	588,626.70	62.18
Expenditures						
Dept 5140 - ADMINISTRATIVE & GENERAL						
150-5140-511000	SALARIES & WAGES	21,895.00	14,596.64	1,824.58	7,298.36	66.67
150-5140-511200	SOCIAL SECURITY	1,675.00	1,116.64	139.58	558.36	66.67
150-5140-515200	RETIREMENT	2,025.00	1,350.00	168.75	675.00	66.67
150-5140-515400	HEALTH	2,244.00	1,496.00	187.00	748.00	66.67
150-5140-515900	OTHER FRINGE BENEFITS	30.00	20.00	2.50	10.00	66.67
Total Dept 5140 - ADMINISTRATIVE & GENERAL		27,869.00	18,579.28	2,322.41	9,289.72	66.67
Dept 5221 - FIRE ADMINISTRATION						
150-5221-511000	SALARIES & WAGES	553,098.00	316,929.20	39,997.54	236,168.80	57.30
150-5221-511100	OVERTIME	43,501.00	28,815.44	8,698.16	14,685.56	66.24
150-5221-511200	SOCIAL SECURITY	45,640.00	25,602.05	3,613.91	20,037.95	56.10
150-5221-515200	RETIREMENT	71,831.00	41,627.65	5,862.96	30,203.35	57.95
150-5221-515400	HEALTH	93,731.00	64,112.04	7,123.56	29,618.96	68.40
150-5221-515900	OTHER FRINGE BENEFITS	3,367.00	3,539.87	255.53	(172.87)	105.13
150-5221-521900	PROFESSIONAL SERVICES	38,000.00	20,848.83	962.13	17,151.17	54.87
150-5221-521901	IT PROFESSIONAL SERVICES	0.00	133.54	0.00	(133.54)	100.00
150-5221-522100	WATER-SEWER	2,500.00	1,397.13	0.00	1,102.87	55.89
150-5221-522200	ELECTRIC	19,000.00	14,112.57	1,208.61	4,887.43	74.28
150-5221-522500	TELEPHONE	15,500.00	5,676.02	1,080.10	9,823.98	36.62
150-5221-522600	INSURANCE PREMIUMS	88,000.00	63,801.37	0.00	24,198.63	72.50
150-5221-522900	SOFTWARE SUPPORT/MAINTENANCE	0.00	4,087.75	1,364.38	(4,087.75)	100.00
150-5221-531100	SUPPLIES	6,000.00	3,743.03	365.01	2,256.97	62.38
150-5221-531300	FIRE PREVENTION MATERIALS	2,750.00	1,165.24	(1,165.24)	1,584.76	42.37
150-5221-532400	MEMBERSHIP DUES	1,500.00	1,029.05	0.00	470.95	68.60
150-5221-533500	TRAINING & TRAVEL	7,000.00	1,182.11	125.00	5,817.89	16.89
150-5221-534600	CLOTHING ALLOWANCE	3,500.00	1,368.21	0.00	2,131.79	39.09
150-5221-539500	REPAIRS & MAINTENANCE	600.00	168.18	0.00	431.82	28.03
150-5221-539900	OTHER	7,100.00	3,941.30	561.22	3,158.70	55.51
Total Dept 5221 - FIRE ADMINISTRATION		1,002,618.00	603,280.58	70,052.87	399,337.42	60.17
Dept 5222 - FIRE SUPPRESSION						
150-5222-511000	SALARIES & WAGES	14,517.00	8,462.13	1,084.81	6,054.87	58.29
150-5222-511200	SOCIAL SECURITY	1,111.00	639.99	(325.04)	471.01	57.60
150-5222-515200	RETIREMENT	752.00	510.18	69.26	241.82	67.84
150-5222-531100	SUPPLIES	6,500.00	1,766.06	208.46	4,733.94	27.17
150-5222-534600	CLOTHING ALLOWANCE	3,000.00	135.44	0.00	2,864.56	4.51
150-5222-535100	MOTOR FUEL & OIL	7,000.00	8,332.10	3,541.46	(1,332.10)	119.03
150-5222-539500	REPAIRS & MAINTENANCE	25,000.00	12,245.99	1,794.99	12,754.01	48.98
Total Dept 5222 - FIRE SUPPRESSION		57,880.00	32,091.89	6,373.94	25,788.11	55.45
Dept 5223 - FIRE TRAINING						
150-5223-511000	SALARIES & WAGES	21,020.00	10,866.22	613.64	10,153.78	51.69
150-5223-511200	SOCIAL SECURITY	1,608.00	831.38	46.91	776.62	51.7

## PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 08/31/2022	ACTIVITY FOR MONTH 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 150 - FIRE/AMBULANCE FUND						
Expenditures						
150-5223-515200	RETIREMENT	801.00	430.34	21.21	370.66	53.73
150-5223-531100	SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
150-5223-533500	TRAINING & TRAVEL	3,000.00	2,193.05	96.57	806.95	73.10
Total Dept 5223 - FIRE TRAINING		27,429.00	14,320.99	778.33	13,108.01	52.21
Dept 5231 - AMBULANCE						
150-5231-511000	SALARIES & WAGES	183,084.00	110,317.25	11,992.02	72,766.75	60.25
150-5231-511200	SOCIAL SECURITY	14,006.00	8,439.27	1,324.86	5,566.73	60.25
150-5231-515200	RETIREMENT	7,614.00	6,300.36	537.16	1,313.64	82.75
150-5231-515400	HEALTH	1,188.00	720.08	52.92	467.92	60.61
150-5231-515900	OTHER FRINGE BENEFITS	12.00	14.13	0.00	(2.13)	117.75
150-5231-521900	PROFESSIONAL SERVICES	69,000.00	48,135.63	8,326.80	20,864.37	69.76
150-5231-531100	SUPPLIES	57,500.00	40,097.61	5,571.21	17,402.39	69.73
150-5231-531500	POSTAGE	500.00	84.94	9.12	415.06	16.99
150-5231-535100	MOTOR FUEL & OIL	12,000.00	13,247.74	453.19	(1,247.74)	110.40
150-5231-539500	REPAIRS & MAINTENANCE	13,000.00	4,056.84	394.92	8,943.16	31.21
Total Dept 5231 - AMBULANCE		357,904.00	231,413.85	28,662.20	126,490.15	64.66
Dept 5232 - AMBULANCE TRAINING						
150-5232-511000	SALARIES & WAGES	9,666.00	6,351.17	665.88	3,314.83	65.71
150-5232-511200	SOCIAL SECURITY	739.00	485.90	50.94	253.10	65.75
150-5232-515200	RETIREMENT	333.00	249.44	19.27	83.56	74.91
150-5232-531100	SUPPLIES	1,000.00	586.48	50.98	413.52	58.65
150-5232-533500	TRAINING & TRAVEL	3,000.00	2,055.00	0.00	945.00	68.50
Total Dept 5232 - AMBULANCE TRAINING		14,738.00	9,727.99	787.07	5,010.01	66.01
Dept 5700 - CAPITAL OUTLAY EXPENDITURES						
150-5700-571300	FIRE DEPT CAPITAL EQUIP	18,000.00	4,935.00	0.00	13,065.00	27.42
150-5700-571400	AMBULANCE CAPITAL EQUIP	18,000.00	2,749.63	(161.11)	15,250.37	15.28
150-5700-572100	FIRE ADMINISTRATION	2,000.00	751.42	0.00	1,248.58	37.57
Total Dept 5700 - CAPITAL OUTLAY EXPENDITURES		38,000.00	8,436.05	(161.11)	29,563.95	22.20
Dept 5880 - USE OF GRANTS/DONATIONS						
150-5880-580500	ACT 102 EXPENSES	0.00	2,184.16	1,204.16	(2,184.16)	100.00
Total Dept 5880 - USE OF GRANTS/DONATIONS		0.00	2,184.16	1,204.16	(2,184.16)	100.00
Dept 5900 - OTHER FINANCING USES						
150-5900-592500	TRANSFER TO DESIGNATED FUNDS	30,000.00	0.00	0.00	30,000.00	0.00
Total Dept 5900 - OTHER FINANCING USES		30,000.00	0.00	0.00	30,000.00	0.00
TOTAL EXPENDITURES		1,556,438.00	920,034.79	110,019.87	636,403.21	59.11

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 08/31/2022	ACTIVITY FOR MONTH 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 150 - FIRE/AMBULANCE FUND						
Fund 150 - FIRE/AMBULANCE FUND:						
TOTAL REVENUES		1,556,438.00	967,811.30	165,351.15	588,626.70	62.18
TOTAL EXPENDITURES		1,556,438.00	920,034.79	110,019.87	636,403.21	59.11
NET OF REVENUES & EXPENDITURES		0.00	47,776.51	55,331.28	(47,776.51)	100.00

## Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
<b>Incident Type Category (FD1.21): 1 - Fire</b>						
111 - Building fire	11	0.76%	20,000.00	10,000.00	30,000.00	59.41%
114 - Chimney or flue fire, confined to chimney or flue	3	0.21%	5,000.00	0.00	5,000.00	9.90%
131 - Passenger vehicle fire	1	0.07%	15,000.00	0.00	15,000.00	29.70%
140 - Natural vegetation fire, other	1	0.07%	0.00	0.00	0.00	0.00%
143 - Grass fire	5	0.35%				
161 - Outside storage fire	2	0.14%	500.00	0.00	500.00	0.99%
<b>Total: 23</b>		<b>Total: 1.60%</b>	<b>Total: 40,500.00</b>	<b>Total: 10,000.00</b>	<b>Total: 50,500.00</b>	<b>Total: 100.00%</b>
<b>Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>						
311 - Medical assist, assist EMS crew	13	0.90%				
321 - EMS call, excluding vehicle accident with injury	607	42.18%				
3212 - Interfacility Transfer	379	26.34%				
3213 - Intercept	166	11.54%				
322 - Motor vehicle accident with injuries	22	1.53%				
324 - Motor vehicle accident with no injuries.	15	1.04%				
361 - Swimming/recreational water areas rescue	1	0.07%				
381 - Rescue or EMS standby	2	0.14%				
<b>Total: 1,205</b>		<b>Total: 83.74%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>						
400 - Hazardous condition, other	1	0.07%				
411 - Gasoline or other flammable liquid spill	2	0.14%				
412 - Gas leak (natural gas or LPG)	4	0.28%				
440 - Electrical wiring/equipment problem, other	1	0.07%				
444 - Power line down	3	0.21%				
463 - Vehicle accident, general cleanup	1	0.07%				
<b>Total: 12</b>		<b>Total: 0.83%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 5 - Service Call</b>						
500 - Service call, other	4	0.28%				
511 - Lock-out	2	0.14%				
522 - Water or steam leak	2	0.14%				
542 - Animal rescue	1	0.07%				
551 - Assist police or other governmental agency	2	0.14%				
553 - Public service	2	0.14%				
561 - Unauthorized burning	1	0.07%	0.00	0.00	0.00	0.00%
571 - Cover assignment, standby, moveup	7	0.49%				
<b>Total: 21</b>		<b>Total: 1.46%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 6 - Good Intent Call</b>						
611 - Dispatched and cancelled en route	107	7.44%				
622 - No incident found on arrival at dispatch address	9	0.63%				
631 - Authorized controlled burning	4	0.28%				
651 - Smoke scare, odor of smoke	4	0.28%				
671 - HazMat release investigation w/no HazMat	8	0.56%				
<b>Total: 132</b>		<b>Total: 9.17%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>						

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
700 - False alarm or false call, other	1	0.07%				
733 - Smoke detector activation due to malfunction	8	0.56%				
734 - Heat detector activation due to malfunction	3	0.21%				
735 - Alarm system sounded due to malfunction	4	0.28%				
736 - CO detector activation due to malfunction	6	0.42%				
740 - Unintentional transmission of alarm, other	1	0.07%				
741 - Sprinkler activation, no fire - unintentional	2	0.14%				
743 - Smoke detector activation, no fire - unintentional	4	0.28%				
744 - Detector activation, no fire - unintentional	1	0.07%				
745 - Alarm system activation, no fire - unintentional	15	1.04%				
746 - Carbon monoxide detector activation, no CO	1	0.07%				
	<b>Total: 46</b>	<b>Total: 3.20%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
	<b>Total: 1,439</b>	<b>Total: 100.00%</b>	<b>Total: 40,500.00</b>	<b>Total: 10,000.00</b>	<b>Total: 50,500.00</b>	<b>Total: 100.00%</b>

## INTER-FACILITY TRANSFER AGREEMENT

This Inter-facility Transfer Agreement (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between ProHealth Care, Inc. (hereinafter referred to as “ProHealth” or “PHC”) and the **Mukwonago Fire/EMS Department, which was created pursuant to an intergovernmental agreement between the Village of Mukwonago and the Town of Mukwonago, hereinafter referred to as the “MUKWONAGO FIRE DEPARTMENT”**.

### RECITALS

**WHEREAS**, ProHealth operates ProHealth Waukesha Memorial Hospital, ProHealth Oconomowoc Memorial Hospital, and the ProHealth Waukesha Memorial Hospital - Mukwonago Emergency Department, among other facilities; and

**WHEREAS**, MUKWONAGO FIRE DEPARTMENT is a combination department, composed of paid command staff and on-premises and on-call paid volunteers, that is operated on behalf of the Village of Mukwonago and the Town of Mukwonago;

**WHEREAS**, ProHealth has the periodic need to transfer patients from one of its emergency facilities to one of its inpatient hospital facilities; and

**WHEREAS**, the Mukwonago Fire Department offers BLS and ALS ambulance services and possesses the equipment, as well as the trained personnel to provide transportation of emergent or non-emergent patients between health care facilities; and

**WHEREAS**, the parties are desirous of documenting the arrangement, policies and procedures governing the inter-facility transfers as provided for hereunder in order to facilitate appropriate transport for patients.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

### ACKNOWLEDGEMENT

1. ProHealth has identified MUKWONAGO FIRE DEPARTMENT as able to provide ambulance transports for patients between its acute care facilities. The parties acknowledge that, pursuant to Wisconsin Statutes Chapter 256 and Department of Health Services (“DHS”) Administrative Rules Chapter DHS 110 and 111, there are standards for the transfer of emergent and non-emergent patients. The parties do further acknowledge that the responsibility for safe inter-facility transfers rests with the transferring hospital and that such transport shall only occur to the extent that they will not compromise the local EMS resources of MUKWONAGO FIRE DEPARTMENT.

2. The parties acknowledge that they are covered entities under the provisions of the Standards of Privacy for Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

3. The parties do also acknowledge that MUKWONAGO FIRE DEPARTMENT is a Wisconsin licensed provider of ambulance services and has an approved inter-facility operational plan on file with DHS.



4. ProHealth acknowledges that it is the responsibility of the transferring physician in consultation with the receiving hospital to determine the appropriateness of the transfer; the appropriate level of care required by the patient's condition; the appropriate mode of transportation; and the appropriate personnel necessary to provide care during the transport.

5. Subject to the following terms, acknowledgments and conditions, Mukwonago Fire Department agrees to provide inter-facility transports to ProHealth as provided for hereunder in accordance with the Schedule of Fees attached hereto as Exhibit A. Notwithstanding the foregoing, the services provided by Mukwonago Fire Department to ProHealth shall include BLS non-emergency or ALS Level 1 non-emergency transports. The parties further agree that if Medicare adjusts its reimbursement rates for the services identified in Exhibit A, the reimbursement rates hereunder shall be adjusted accordingly.

6. Mukwonago Fire Department represents that its ambulances are staffed with a minimum of two (2) licensed crew members. Mukwonago Fire Department further represents that it shall not significantly compromise the local EMS resources of Mukwonago Fire Department by providing the inter-facility transports and shall constantly monitor whether it has adequate resources available to maintain appropriate coverage to Mukwonago Fire Department before committing to the requested transport from ProHealth.

7. Mukwonago Fire Department shall not be the exclusive provider of all inter-facility transport services to ProHealth. See Exhibit B

8. ProHealth further agrees to identify and agree upon telephonic medical control prior to patient transport. The referring physician or receiving institution physician shall provide medical direction as needed and must be readily available via a voice contact within a reasonable time. ProHealth acknowledges that Mukwonago's medical directors will be the default provider of medical control and has final authority if there is any dispute regarding the care and services requested.

9. ProHealth agrees to identify patients requiring clinical skills and/or equipment beyond those of an EMT, AEMT, EMT-IV, EMT-P and EMTCCP, which patient shall only be transported by a critical care transport service and accompanied by appropriately trained and equipped clinical personnel who can safely and appropriately manage that patient's condition.

10. For purposes of this Agreement, the terms hereunder shall have the following definitions:

**"Ambulance"** has the meaning specified in Wisconsin Statutes Section 256.01(1), namely, an emergency vehicle, including any motor vehicle, boat or aircraft, whether privately or publicly owned, which is designed, constructed or equipped to transport sick, disabled or injured individuals.

**"Ambulance service"** has the meaning specified in Wisconsin Statutes Section 256.01(2), namely, the business of transporting sick, disabled or injured individuals by ambulance to or from facilities or institutions providing health services.

**"Ambulance service provider," "ambulance provider" or "provider"** has the

meaning specified in Wisconsin Statutes Section 256.01(3), namely, a person engaged in

the business of transporting sick, disabled or injured individuals by ambulance to or from facilities or institutions providing health services.

**“Basic life support” or “BLS”** means emergency medical care that is rendered to a sick, disabled or injured individual, based on signs, symptoms or complaints, prior to the individual’s hospitalization or while transporting the individual between health care facilities and that is limited to use of the knowledge, skills and techniques received from training under Wisconsin Statutes Section 256.15 and Chapter DHS 110 as a condition for being issued an EMT-basic license.

**“Critical care and specialty care transport”** means use of licensed health care personnel (RN, NP, MD, DO, EMT-P, PA, RRT, etc.) with hospital-defined and approved critical care skills and a scope of practice that is more comprehensive than that of an ALS ambulance service provider, thereby allowing for the highest level of care available for emergent and/or specialty (e.g. obstetric, neonatal, pediatric, extracorporeal technology, etc.) inter-facility transport of patients with a high degree of clinical acuity and potential for deterioration.

**“Advanced life support” or “ALS”** means use, by appropriately trained and licensed personnel, in pre-hospital and inter-facility emergency care and transport of patients, of the medical knowledge, skills and techniques included in the department-approved training required for licensure of emergency medical technicians-intermediate under Chapter DHS 110 or emergency medical technicians-paramedic under Chapter DHS 110 and which are not included in base life support.

**“Inter-facility transport”** means scheduled or prearranged transportation of emergent or non-emergent patients between health care facilities.

**“Medical control”** means direction, through verbal orders or a department-approved protocol, supervision and quality control by the medical director or by a physician designated by the medical director, of the activities of an EMT performing skills in the pre-hospital setting or during inter-facility transport of a patient.

**“Operational Plan”** means a document submitted for review and approval by the Department of Health and Family Services that represents an ambulance service provider’s plan for the delivery of emergency care and transportation of patients.

**“EMTALA”** means The Emergency Medical Treatment and Active Labor Act enacted in 1986.

**“Transfer Agreement”** means a written understanding between a facility and an inter-facility transport service with regards to the service’s specific scope of practice as defined in their DHFS approved operational plan, the level of care available and the responsibility for medical control.

11. ProHealth agrees, pursuant to EMTALA and its implementing regulations, to ensure that any patient that PHC may request be transported is stable, that the patient has consented to the transfer or the transfer is otherwise appropriate in accordance with EMTALA regulations,

and that PHC has determined that the patient will benefit from care available at the receiving hospital that is not available at the referring facility. ProHealth further agrees that said transfer shall only be conducted in accordance with the Wisconsin EMS Statute and related administrative rules and EMTALA. Under said rules, the transferring physician is responsible for identifying the receiving hospital and writing appropriate transfer orders. The transferring physician shall be responsible for determining the method of transport; the necessary and most appropriate personnel to accompany the patient; the necessary and approved life support equipment to accompany the patient; and the medical treatment and medication orders for the duration of the transfer to cover any reasonable foreseeable complications during transfer.

12. ProHealth agrees that the patients that are referred for transfer will be adequately assessed and stabilized prior to the request for transfer. ProHealth agrees to communicate to Mukwonago Fire Department the expertise level of personnel needed to accompany the patient; the necessary and appropriate life support equipment to accompany the patient; and the medical treatment and medication orders for the duration of the transfer. The parties acknowledge that once the Mukwonago Fire Department transport team assumes care of the patient, the medical director of Mukwonago Fire Department, or his or her surrogate, shall have final authority for the care of the patient and protection of the transport team, particularly where there may be a conflict in orders or direction between the transferring physician and the receiving physician. Notwithstanding the foregoing, Mukwonago Fire Department agrees to follow the orders of the transferring or receiving physicians to the extent they are not inconsistent with each other.

13. Mukwonago Fire Department agrees to maintain required licenses with the State of Wisconsin concerning the scope of practice of the personnel under this Agreement, and to have an approved Inter-facility Operational Plan on file with the Department of Health and Family Services. Mukwonago Fire Department further agrees to maintain a system to allow voice communication from the transport team to the appropriate physician, as well as to facilitate radio medical direction. ProHealth agrees to supply standing orders and protocols to deal with reasonably anticipated patient care needs outside of the hospital.

14. The parties acknowledge that even with the anticipation of patient needs during transport through appropriate orders and protocols, situations may arise that cannot be foreseen. In that event, transport personnel are to initiate care based on the protocols of a 911 provider, while seeking consultation with online medical control and requesting the appropriate level of interceptor or diverting to an appropriate facility.

15. This Agreement shall be effective on the Effective Date and continue until either party gives sixty (60) days' written notice to the other of that party's intention to terminate its participation hereunder. In addition, should either institution fail to maintain its licenses or certifications, this Agreement shall automatically terminate as of the date of the termination of the applicable license or certificate.

16. Charges for services performed by Mukwonago Fire Department hereunder shall be invoiced directly to ProHealth. ProHealth shall make payments to Mukwonago Fire Department within thirty (30) days of receipt of the invoice.

17. ProHealth agrees to indemnify, defend and hold the Mukwonago Fire Department, its officers, agents and employees harmless from and against any and all liability, loss, expense,

attorney fees or claims for injury or damages arising out of its performance of this Agreement, but only in proportion to the extent such liability, loss, expense, attorney fees or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of Pro Health. The Mukwonago Fire Department agrees to indemnify, defend and hold ProHealth, its officers, agents and employees harmless from and against any and all liability, loss, expense, attorney fees or claims for injury or damages arising out of its performance of this Agreement, but only in proportion to the extent such liability, loss, expense, attorney fees or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the Mukwonago Fire Department. Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the ability of the Mukwonago Fire Department or the Village or Town of Mukwonago, or their insureds, to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those contained within Wisconsin Statute Section 893.80. To the extent that indemnification is available and enforceable, the Mukwonago Fire Department and the Village and Town of Mukwonago, or their insureds, shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established under Wisconsin law. The Mukwonago Fire Department's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall the Mukwonago Fire Department, or its initiating entities (i.e. the Town or Village of Mukwonago) be required to indemnify ProHealth for its own negligent or intentional conduct.

18. This Agreement is entered into and shall be performed by both parties in compliance with local, state and federal laws, rules, regulations and guidelines, including EMTALA regulations and DHS regulations.

19. The Mukwonago Fire Department warrants that it shall obtain and maintain during the term hereof, at its sole cost and expense, comprehensive general liability insurance and other such appropriate insurance through commercial insurance or self-insurance programs that should be necessary to cover such party and its respective employees, officers, agents and representatives against any and all liability for damages arising from the discharge of such party's responsibilities and obligations under this Agreement.

20. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be given in writing and delivered in person or mailed to the following addresses, unless a different address is specified in writing by the party:

TO: ProHealth Care, Inc.  
Attn: Purchasing Director  
Suite 150  
N17W24100 Riverwood Drive  
Waukesha, WI 53188

TO: Town of Mukwonago  
W320S8315 Beulah Road  
Mukwonago, WI 53149

TO: Village of Mukwonago  
440 River Crest Court

Mukwonago, WI 53149

21. If any legislation, regulation or government policy is passed or adopted, or if such laws, regulations or policies are interpreted in a manner that would materially affect the implementation of this Agreement as written, the parties shall provide notice of such law, regulation or policy to the other, and the parties agree to negotiate in good faith, within thirty (30) days, to modify the terms of this Agreement to comply with applicable law, regulation or policy. If the parties cannot agree upon necessary modification, either party may terminate this Agreement on thirty (30) days' advance written notice.

22. This Agreement contains the entire understanding of the parties hereto with respect to the matters discussed herein and supersedes any and all written or oral agreements, representations or understandings, whether made by the parties or others purportedly on behalf of one of the parties. No changes, amendments or alterations of this Agreement shall be effective unless made in writing and signed by both parties.

23. It is not the intention of either party that any person or entity be a third party beneficiary of this Agreement.

24. Neither party may assign, sell or otherwise transfer this Agreement or any interest in it without the express written prior approval of the other party.

25. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

26. This provision shall apply to the extent required by 42 U.S.C. § 1395x(v)(1)(I). Until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, Mukwonago shall make available, upon written request, to the Secretary of the U.S. Department of Health and Social Services, or upon request to the Comptroller General or any of their duly authorized representatives, this Agreement, and Mukwonago's books, documents and records that are necessary to certify the nature and extent of the cost of services provided hereunder and, if Mukwonago carries out any of the duties of this Agreement through a subcontract, with a value of or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization or individual, such subcontract shall contain a clause to the same effect.

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

**ProHealth**  
ProHealth Care, Inc.

**EXHIBIT A****Schedule of Fees**

HCPSC Code	Description	Medicare Fee Schedule Rate	Medicare Rural Fee Schedule Rate
A0428	Basic Life Support (BLS), Non-emergency	\$228.17	\$230.41
A0429	Basic Life Support (BLS), Emergency	\$365.08	\$368.65
A0426	Advanced Life Support (ALS 1), Non-emergency	\$273.81	\$276.49
A0427	Advanced Life Support (ALS 1), Emergency	\$433.53	\$437.78
A0433	Advanced Life Support (ALS 2), Emergency	\$627.47	\$633.63
A0434	Specialty Care Transport (SCT)	\$741.56	\$748.83
A0425	Mileage (ALS or BLS), Per mile	\$7.62	\$7.69
Specialty Items	Description	Fee Schedule Rate	
Specialty Items	Bariatric Stretcher	\$50.00	
Specialty Items	Extra Crew Members, Per extra crew member utilized (does not apply to first 2 crew members)	\$25.00	
Specialty Items	Ventilator	\$120.00	
Specialty Items	Waiting Time (Charged in 15 Minute Increments)	\$108.00 per hour	
*** Above rates are for a one-way conveyance			
*** Above Rates are all inclusive except for specialty items specifically named			



**Exhibit B**

Facilities

ProHealth Waukesha Memorial Hospital - 725 American Ave, Waukesha, WI 53188

**Emergency Department and floors reserves the right to contact any provider for transport services.**

ProHealth Oconomowoc Memorial Hospital - 791 Summit Ave, Oconomowoc, WI 53066

**Emergency Department and floors reserves the right to contact any provider for transport services.**

ProHealth Mukwonago Hospital - 240 Maple Ave, Mukwonago, WI 53149

**Preferred Provider for transport of patients from Emergency Department. Floors reserves the right to contact any provider for transport services.**

UW Cancer Center at ProHealth - N16 W24131 Riverwood Dr, Waukesha, WI 53188

**Reserve the right to contact any provider for transport services.**

All ProHealth Care Clinics, outpatient and residential living facilities In Waukesha County

**Reserve the right to contact any provider for transport services.**





**FEMA**

August 25, 2022

Ms. Guenevere Drewes  
State Hazard Mitigation Officer  
Wisconsin Emergency Management  
2400 Wright Street, P.O. Box 7865  
Madison, WI 53707-7865

Dear Ms. Drewes:

Thank you for submitting the adoption documentation for the Waukesha County, Wisconsin Hazard Mitigation Plan. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Waukesha County plan met the required criteria for a multi-jurisdiction hazard mitigation plan and the plan is now approved for Waukesha County. Please submit the adoption resolutions for any remaining jurisdictions who participated in the planning process.

The approval of this plan ensures continued availability of the full complement of Hazard Mitigation Assistance (HMA) Grants. All requests for funding, however, will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted.

We encourage Waukesha County and the participating jurisdictions to follow the plan's schedule for monitoring and updating the plan, and to continue their efforts to implement the mitigation measures. The expiration date of the Waukesha County plan is five years from the date of this letter. To continue project grant eligibility, the plan must be reviewed, revised as appropriate, resubmitted, and approved no later than the plan expiration date.

Please pass on our congratulations to the participating jurisdictions for completing this significant action. If you or the communities have any questions, please contact Cadence Peterson at 312-408-5260 or at [cadence.peterson@fema.dhs.gov](mailto:cadence.peterson@fema.dhs.gov).

Sincerely,

Julia McCarthy  
Deputy Director  
Mitigation Division

# Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan Update

Executive Overview  
July 2022

The Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan (Plan) was submitted to Wisconsin Emergency Management (WEM) and FEMA for review and approval in March of this year. FEMA guidance (Disaster Mitigation Act of 2000) requires that the Plan be updated every five years.

Waukesha County Emergency Management updated the 2016 Plan, which now includes 41 participating jurisdictions. The plan received FEMA's Approval Pending Adoption (APA) status on May 25, 2022. The county and participating jurisdictions must now adopt the plan, within one year of the aforementioned date, to have a FEMA-approved hazard mitigation plan and be eligible for funding through the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities (BRIC) program, and the Flood Mitigation Assistance (FMA) program.

The planning area for the hazard mitigation plan encompasses Waukesha County and includes the incorporated and unincorporated jurisdictional areas of the county.

Adoption of the Plan makes participants eligible to apply for grants funds, and FEMA requires that each participating partner adopt the plan by resolution.

The following represent key elements from the Plan update:

- This plan includes all federally required elements of a hazard mitigation plan:
  - A description of the planning process
  - The public involvement strategy
  - A list of goals and objectives

## WHAT IS THIS PLAN?

*Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability and minimize post-disaster community disruption.*

## WHY IS THIS PLAN SO IMPORTANT?

*Adoption of the Hazard Mitigation Plan makes participants eligible to apply for grant funds through the Building Resilient Infrastructure and Communities Program, Flood Mitigation Assistance Program and Hazard Mitigation Grant Program.*

- A countywide hazard risk assessment
- Countywide mitigation initiatives
- A plan maintenance strategy

This plan has been set up in two volumes so that elements that are jurisdiction-specific can easily be distinguished from those that apply to the whole planning area:

**Volume 1** includes all federally required elements of a disaster mitigation plan that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment, mitigation strategy, and a plan maintenance strategy. The following appendices at the end of Volume 1 include information or explanations to support the main content of the plan:

- Appendix A - Notice of Endorsement & Adoption
- Appendix B - Public Outreach & Participation
- Appendix C - Mitigation Project Examples
- Appendix D - Federal Funding Sources and Programs
- Appendix E - Benefit-Cost Analysis Guidance
- Appendix F - Acronyms and Definitions

**Volume 2** includes all federally required jurisdiction-specific elements, in annexes for each participating jurisdiction.

- 41 total jurisdictions participated in the 2022 Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan.

Jurisdiction	Involvement
Waukesha County	Meetings; Mitigation Steering Committee Leadership; Mitigation Actions/Projects
Brookfield City	Meetings; Mitigation Actions/Projects
Delafield City	Meetings; Mitigation Actions/Projects
Muskego City	Meetings; Mitigation Actions/Projects
New Berlin City	Meetings; Mitigation Actions/Projects
Oconomowoc City	Meetings; Mitigation Actions/Projects
Pewaukee City	Meetings; Mitigation Actions/Projects
Waukesha City	Meetings; Mitigation Actions/Projects
Big Bend Village	Meetings; Mitigation Actions/Projects
Butler Village	Meetings; Mitigation Actions/Projects
Chenequa Village	Meetings; Mitigation Actions/Projects
Dousman Village	Meetings; Mitigation Actions/Projects
Eagle Village	Meetings; Mitigation Actions/Projects
Elm Grove Village	Meetings; Mitigation Actions/Projects
Hartland Village	Meetings; Mitigation Actions/Projects
Lac La Belle Village	Meetings; Mitigation Actions/Projects
Lannon Village	Meetings; Mitigation Actions/Projects
Menomonee Falls Village	Meetings; Mitigation Actions/Projects
Merton Village	Meetings; Mitigation Actions/Projects
Mukwonago Village	Meetings; Mitigation Actions/Projects

Nashotah Village	Meetings; Mitigation Actions/Projects
North Prairie Village	Meetings; Mitigation Actions/Projects
Oconomowoc Lake Village	Meetings; Mitigation Actions/Projects
Pewaukee Village	Meetings; Mitigation Actions/Projects
Summit Village	Meetings; Mitigation Actions/Projects
Sussex Village	Meetings; Mitigation Actions/Projects
Vernon Village	Meetings; Mitigation Actions/Projects
Wales Village	Meetings; Mitigation Actions/Projects
Waukesha Village	Meetings; Mitigation Actions/Projects
Brookfield Town	Meetings; Mitigation Actions/Projects
Delafield Town	Meetings; Mitigation Actions/Projects
Eagle Town	Meetings; Mitigation Actions/Projects
Genesee Town	Meetings; Mitigation Actions/Projects
Lisbon Town	Meetings; Mitigation Actions/Projects
Merton Town	Meetings; Mitigation Actions/Projects
Mukwonago Town	Meetings; Mitigation Actions/Projects
Oconomowoc Town	Meetings; Mitigation Actions/Projects
Ottawa Town	Meetings; Mitigation Actions/Projects
Lake Country Fire Dept	Meetings; Mitigation Actions/Projects
Eagle Springs Lake Management District	Meetings; Mitigation Actions/Projects
Western Lakes Fire District	Meetings; Mitigation Actions/Projects

- The **hazard identification and profiling** in the hazard mitigation plan addresses the following hazards considered to be of paramount importance within Waukesha County and listed in descending order of general risk to the county. It is important to note that the Disaster Mitigation Act of 2000 requires that all “**natural hazards**” be addressed in this plan. Hazard impacts were assessed in six categories: population exposure, catastrophic potential of the hazard, property damages, property exposure, future development trends, and economic potential of the hazard. The probability of occurrence of a hazard is indicated by a probability factor based on the likelihood of a “significant” incident occurring on an annual basis.

Hazard Event	Probability Factor	Sum of Weighted Impact Factors	Total (Probability x Impact)
Flooding	3	28	84
Tornadoes and High Winds	2	25	50
Winter Storms	2	24	48
Thunderstorms	3	15	45
Hail	3	13	39
Hazardous Materials Release	2	17	34
Extreme Cold	2	15	30
Utility Failure	2	15	30
Lightning	3	9	27

Earthquakes	1	24	24
Droughts and Dust Storms	2	10	20
Extreme Heat	2	10	20
Dam Failure	1	16	16
Forest and Wildfires	1	13	13
Political Hazard (Terrorism & Civil Disturbance)	1	13	13
Fog	2	6	12
Rail Transportation Incident	1	11	11

- One of the bedrock principles of emergency management is to approach issues from an all-hazards perspective. The planning committee used the all hazards approach to identify **mitigation goals** for the county and all of its municipalities. The purpose of the hazard mitigation plan is to identify hazard areas, assess the risks, analyze the potential for mitigation and recommend mitigation strategies, where appropriate. Potential mitigation projects will be reviewed using criteria that stress the intrinsic value of the increased safety for people and property in relation to the monetary costs to achieve this (i.e., a cost-benefit analysis). With that in mind, the planning goals for this entire plan, as determined by the mitigation planning committee are:

#### MITIGATION GOALS

##### 1. To preserve life and minimize the potential for injuries or death.

- Identify natural and manmade hazards that threaten life in Waukesha County.

##### 2. To preserve and enhance the quality of life throughout Waukesha County by identifying potential property damage risks and recommending appropriate mitigation strategies to minimize potential property damage.

- Implement programs and projects that assist in protecting lives by making homes, businesses, essential facilities, critical infrastructure, and other property more resistant to losses from all hazards.
- Improve hazard assessment information to make recommendations for discouraging new development and encouraging preventive measures for existing development in areas vulnerable to natural hazards.
- Protect life and property by implementing state-of-the-art standards, codes and construction procedures.

##### 3. To promote countywide coordination, planning, and training that avoids transferring the risk from one community to an adjacent community, where appropriate.

- Continue developing and strengthening inter-jurisdictional coordination and cooperation in the area of emergency services.
- Continue to support and develop comprehensive mutual aid agreements.
- Continue providing county and municipal emergency services with training and equipment to address all identified hazards.

##### 4. To identify potential funding sources for mitigation projects and form the basis for FEMA project grant applications.

##### 5. Increase public awareness

- Increase public awareness of existing threats and the means to reduce these threats by conducting educational and outreach programs to all the various community groups in the county.
  - Provide informational items, partnership opportunities and funding resource information to assist in implementing mitigation activities.
- The heart of the mitigation plan is the **mitigation strategy**, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy describes how the county will accomplish the overall purpose, or mission, of the planning process. In this plan, **mitigation actions/projects** were updated/amended, identified, evaluated, and prioritized.
  - A total of **209** mitigation projects were identified for Waukesha County and participating jurisdictions.
  - **113** new mitigation projects were identified as part of this update.



**[INSERT JURISDICTION]**

**Resolution to Adopt the  
Waukesha County All Hazard Mitigation Plan**

**FISCAL IMPACT: NONE**

**WHEREAS**, the **[INSERT JURISDICTION]** recognizes the threat that natural hazards pose to people and property; and

**WHEREAS**, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

**WHEREAS**, an adopted all hazard mitigation plan is required by FEMA as a condition of future grant funding for mitigation projects under FEMA pre- and post-disaster mitigation grant programs; and

**WHEREAS**, the **[INSERT JURISDICTION]** participated jointly in the planning and update process with Waukesha County and other local units of government to prepare an All Hazard Mitigation Plan, which was made available for review and will reside permanently in the Waukesha County Office of Emergency Management; and

**WHEREAS**, the Wisconsin Emergency Management and Federal Emergency Management Agency, Region V, officials have reviewed the 2021 update and approved it contingent upon this official adoption of the participating governing body; and

**NOW THEREFORE IT IS HEREBY RESOLVED** that the **[INSERT JURISDICTION]** hereby adopts the 2021 Waukesha County All Hazards Mitigation Plan as an official plan, and do hereby endorse and agree to participate in the implementation of the Waukesha County All Hazard Mitigation Plan as it applies to this jurisdiction.

Passed this \_\_\_\_ day of \_\_\_\_\_ 2022

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Certifying Official

ATTEST:

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**[Insert Signatory]**