



LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE AGENDA

March 27, 2024 at 4:30 PM

**City Hall - Conference Room 106, 828 Center Avenue,
Sheboygan, WI**

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the City Attorney's Office at 828 Center Avenue, Suite 210, Sheboygan, Wisconsin, Ph. 920-459-3917. Persons other than committee members who wish to participate remotely shall provide notice to the City Attorney's Office at Ph. 920-459-3917 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderperson Felde may attend the meeting remotely.
3. Pledge of Allegiance
4. Introduction of Committee members, staff and guests

MINUTES

5. Approval of Minutes - March 13, 2024

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 123-23-24 (3-18-24) by Fire Chief Eric Montellano pursuant to section 24-400 of the Municipal Code, I herewith submit my annual report for the Fire Department, for the year 2023.
7. Res. No. 195-23-24 (3-18-24) A Resolution authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response Services for the period July 1, 2024 through June 30, 2026.
8. Res. No. 190-23-24 (3-18-24) A Resolution authorizing the appropriate City officials to enter into an Agreement with Waukesha County Technical College for clinical experience with the Sheboygan Fire Department.
9. R. O. No. 125-23-24 (3-18-24) by City Clerk submitting a license application (Brennans).

NEXT MEETING DATE

10. Next meeting date will be April 10, 2024

ADJOURN

11. Motion to adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN
LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES
Wednesday, March 13, 2024

COMMITTEE MEMBERS PRESENT: Chair Alderperson Zach Rust, Alderperson Dean Dekker, Alderperson Joseph Heidemann

COMMITTEE MEMBERS EXCUSED: Vice Chair Alderperson Barb Felde

COMMITTEE MEMBERS UNEXCUSED: Alderperson Betty Ackley

STAFF/OFFICIALS PRESENT: City Attorney Charles Adams, City Clerk Meredith DeBruin, Paralegal Kathy Hoffman

OTHERS PRESENT: None

OPENING OF MEETING

1. Call to Order

Chair Alderperson Zach Rust called the meeting to order at 4:34 PM.

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee members, staff and guests

MINUTES

5. Approval of Minutes

MOTION TO APPROVE THE MINUTES OF THE PREVIOUS MEETING HELD FEBRUARY 28, 2024.

Motion made by Alderperson Dekker, seconded by Alderperson Heidemann.

Voting Yea: Chair Rust, Alderperson Dekker, Alderperson Heidemann.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Gen. Ord. No. 42-23-24 (3-4-24) An Ordinance reestablishing the formerly repealed sidewalk cafe regulations and making various changes and updates to said regulations as recommended by the City Clerk and staff from the Department of Public Works.

City Attorney Adams explained to the committee that this ordinance restores the sidewalk café regulations, decreases the fees, and makes a distinction between initial application fees and renewal application fees.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT GEN. ORD. NO. 42-23-24.

Motion made by Alderperson Dekker, seconded by Alderperson Heidemann.
Voting Yea: Chair Rust, Alderperson Dekker, Alderperson Heidemann.

7. Res. No. 172-23-24 (3-4-24) A Resolution authorizing the Purchasing Agent to issue a purchase order for a 2024 Ford F-150 Four-Wheel Drive Pickup Truck for the Sheboygan Police Dept.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT RES. NO. 172-23-24.

Motion made by Alderperson Heidemann, seconded by Alderperson Dekker.
Voting Yea: Chair Rust, Alderperson Dekker, Alderperson Heidemann.

8. R. O. No. 122-23-24 (3-4-24) by City Clerk submitting a license application (Mojo and Brews LLC).

MOTION TO GRANT THE LICENSE APPLICATION ON R.O. NO. 122-23-24.

Motion made by Alderperson Dekker, seconded by Alderperson Heidemann.
Voting Yea: Chair Rust, Alderperson Dekker, Alderperson Heidemann.

NEXT MEETING DATE

9. The next committee meeting is scheduled to be held on March 27, 2024 at 4:30 p.m.

ADJOURN

10. Motion to adjourn

MOTION TO ADJOURN AT 4:40 PM.

Motion made by Alderperson Dekker, seconded by Alderperson Heidemann.
Voting Yea: Chair Rust, Alderperson Dekker, Alderperson Heidemann.

**CITY OF SHEBOYGAN
R. O. 123-23-24**

BY FIRE CHIEF ERIC MONTELLANO.

MARCH 18, 2024.

Prusuant to section 24-400 of the Municipal Code, I herewith submit my annual report for the Fire Department, for the year 2023.



City of
Sheboygan

FIRE DEPARTMENT

COURAGE. HONOR. INTEGRITY.
2023 Annual Report

In Memory of

Retired Members:
Firefighter Jon Paskiet
Lieutenant Allan R. Krueger

Active Member:
Fire Equipment Operator
Tyler R. Meyer “Rusty”



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Department Overview

Mission

The Sheboygan Fire Department is dedicated to serving all who live, visit, work, and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency, and non-emergency medical services, code enforcement, and education, at the highest professional level in a compassionate, ethical, and cost effective manner.

Police and Fire Commission

The City of Sheboygan Fire Department is overseen by the Board of Police and Fire Commissioners. At the end of 2023, the commissioners serving included:

- Larry Samet, *president*
- Jerry Jones, *secretary*
- Jeanne Kliejunas
- Kristin Blanchard Stearns
- Corrado Cirillo



Sheboygan Fire 01

Then...

During the mid-1800's, progress was being made toward better fire protection for people and their property, and Sheboygan's first volunteer firefighting organization was established. Permanent organization of the fire department was recommended and in 1888, Sheboygan had its first paid hose company. Ever since the earliest days of firefighting, our fire department maintains a great legacy of service.



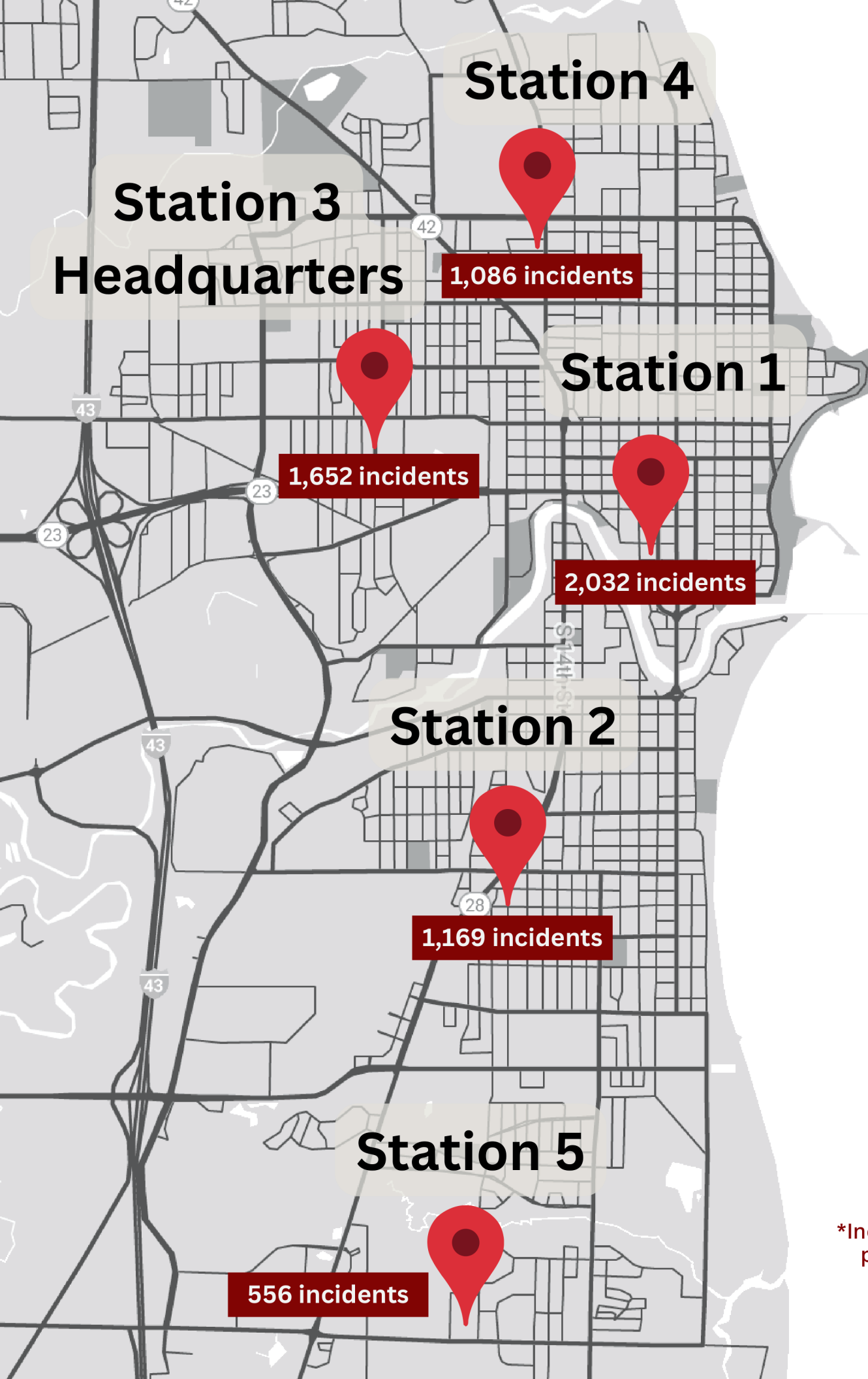
Did you know? Horses were trained and conditioned just like firefighters.

When responding to a fire, the horses were trained to run out of their stalls and in front of the piece of equipment they were to pull. The horses were conditioned by being hitched to an exercise wagon and being taken for a run.

... and Now

The Sheboygan Fire Department is a 24/7 staffed department providing service for fire protection and emergency medical services. Our department responds to a wide range of incident types which may go well beyond internal capabilities. Therefore, our firefighters also train with outside specialty response teams, such as the Sheboygan County Hazmat and Technical Rescue teams including the Sheboygan County Dive Team, which the SFD oversees.





*Incident count per station in 2023

Personnel

ADMINISTRATIVE STAFF

Fire Chief Eric Montellano
Asst. Chief Jeffrey Salzman
Asst. Chief Michael Lubbert
Division Chief Nic Noster

Battalion Chief Pat Nicolaus
Battalion Chief Jamon Ingelse
Battalion Chief Chase Longmiller

Admin. Coordinator Karley Campbell
Admin. Asst. Mindi Garrigan

Chaplain Father Leo Gavrilos

NEW HIRES

Ryan Heitzmann
Joshua Hittman
Daniel Hernandez
Andre Schmitt
Bryce Goodman
Jacob Hittman
Connor Walsh

PROMOTIONS

Lt. Jordan Juday
FEO Ryan Shaw
FEO Larry McBain II
FEO Jestin Demerath
FEO Roy Brion

RETIREMENTS

FEO Scott Mueller, *17 years*
FEO Dean Bauer, *15 years*



STAFFING INCREASE APPROVED

With the support of Common Council, the Fire Department was approved for its first staffing increase in over a decade. With the addition of three firefighter/paramedics, each shift will increase staffing by one member. These additional members will help to staff the city’s fourth front-line ambulance to improve EMS response during peak hours. In an effort to improve crew management and consistency across all five stations, three lieutenant positions were approved for change to the rank of captain which will also take effect in 2024.



Budget Snapshot



1 Operating

2023: \$954,788

Covers day-to-day operational expenses including vehicle maintenance, building maintenance, IT services, contracted services, office supplies, firefighting supplies, medical supplies, gas and utilities.

2 Capital (CIP)

2023: \$2,445,300

This special budget referred to as Capital Improvements Projects (CIP) covers major projects, equipment purchase and replacement. Amount varies based on a 5-year forecast which is submitted annually and presented before Common Council. The Fire Department is currently addressing long neglected fleet replacement and facility updates in urgent need of attention.



3 Personnel

2023: \$8,903,921

The personnel budget is comprised of salaries, overtime, workers compensation and city benefits.



Sheboygan Fire 05

2023 Capital Projects



Basic Gear
59 pounds

Helmet
6 pounds

Breathing Apparatus
27 pounds

Bunker Gear
26 pounds
(boots, pants, coat,
radio, gloves, personal
hand tools)

Turnout Gear \$25,300

Purchased turnout coats and bunker pants. Per NFPA standard, gear must be replaced every ten years. This is typically an annual purchase.

Station 4 Window and Door Replacement \$68,500

Issued purchase order for replacement of original (1990) windows and exterior doors to increase energy efficiency and security throughout the building while addressing health concerns brought on by leaking windows, rotting wood and mold.

Ambulance \$351,500

Issued purchase order as part of the fleet replacement program. The department continues to anticipate receipt of the first replacement ordered in 2021.

As a result of these significant lead times, special permission was granted by common council to order the 2024 replacement this year as well.

Station 3 Phase 1 of 3 \$2,000,000 >>> Justification:

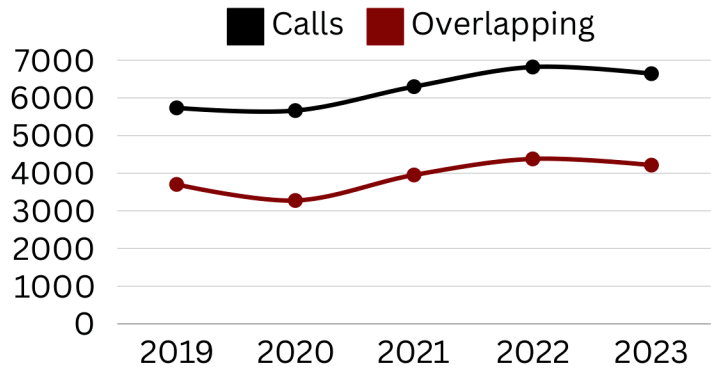
Since 2020, the department has been pursuing replacement of its current headquarters at Fire Station 3 which no longer meets department needs. A new property was identified for construction and the project is pending a sale agreement.

- ADA compliance
- Communal showers are unfit for co-ed living
- Emergency generator is overdue for replacement and parts are unavailable
- Insufficient bunk space
- Failing, asbestos wrapped pipes
- Lack of sufficient training space



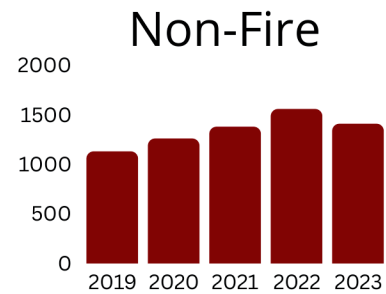
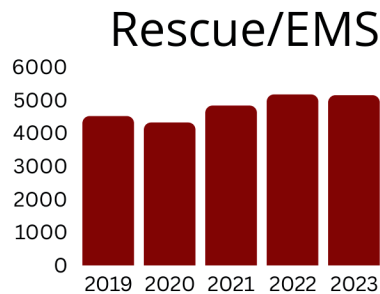
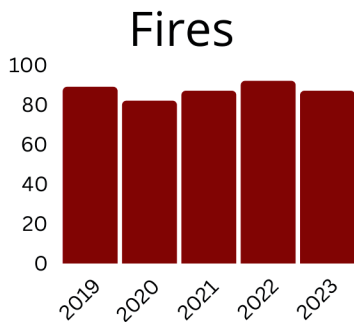
Sheboygan Fire 06

Incident Statistics



INCIDENT TYPE	2019	2020	2021	2022	2023	GOAL
FIRES	89	82	87	92	87	< 90
RESCUE & EMS	4,516	4,321	4,833	5,170	5,147	4,900
NON-FIRES	1,130	1,260	1,379	1,558	1,409	1,400
TOTAL	5,735	5,663	6,299	6,820	6,643	6,300

Breakdown



Why does a fire truck/engine respond to an EMS call in addition to an ambulance?

Each fire truck/engine is staffed with paramedics who can provide extra care if necessary, such as lifting a patient, carrying equipment or assisting in the back of the ambulance. This ensures that patient care needs are met in a timely and safe manner.



5-Year Comparison

INCIDENT COUNT PER STATION	2019	2020	2021	2022	2023	GOAL
STATION 1	1,556	1,620	1,809	2,003	2,032	1,825
STATION 2	1,130	1,016	1,239	1,229	1,169	1,225
STATION 3	1,422	1,400	1,459	1,677	1,652	1,500
STATION 4	1,043	1,026	1,163	1,171	1,086	1,150
STATION 5	543	533	594	609	556	600
MUTUAL AID GIVEN	N/A	N/A	N/A	131	85	
MUTUAL AID RECEIVED	N/A	N/A	N/A	54	56	
FIRE LOSS	2019	2020	2021	2022	2023	
NUMBER OF INCIDENTS	55	67	54	61	60	
PRE-INCIDENT VALUE	N/A	\$70,450,745	\$95,389,290	\$163,942,270	\$59,645,278	
PROPERTY LOSS	\$373,100	\$458,010	\$538,550	\$887,790	\$745,460	
CONTENT LOSS	\$152,565	\$148,850	\$546,617	\$1,115,910	\$205,730	
TOTAL LOSS	\$525,665	\$606,860	\$1,085,167	\$2,003,700	\$951,190	
AVERAGE LOSS	\$9,557	\$9,057	\$20,095.69	\$32,848	\$15,853	
PROPERTY SAVED	N/A	\$69,843,885	\$94,304,123	\$161,938,570	\$58,694,088	
WORKLOAD	2019	2020	2021	2022	2023	GOAL
INSPECTIONS	1,987	2,179	2,267	2,742	2,556	2,300
SCHOOL SAFETY PROGRAMS (STUDENTS)	3,330	3,116	3,148	3,122	3,118	3,200
PUBLIC EVENTS	46	55	56	76	105	60
STATION TOURS	N/A	5	9	16	16	25
NON-COMPLIANCE/ INSTALLED SMOKE ALARMS	128/161	85/90	63/82	78/94	56/79	
INVESTIGATIONS	91	88	84	89	78	



Training & Operations



Mutual aid was requested for a June 2023 structure fire. Assisting departments included Town of Sheboygan FD, Town of Wilson FD, Village of Kohler FD and Sheboygan Police.

Annual Training

Training hour goals were met and exceeded for both EMS and Fire. Fire training hours saw a major increase as compared to previous years as a result of increased training efforts and implementation of a new reporting software.

Firefighter training topics include:

- Hoses
- Confined Space
- High Angle Rescue
- RIT (Rapid Intervention Team)
- Search and Rescue
- Water Rescue
- HazMat

TRAINING	2019	2020	2021	2022	2023	GOAL
FIRE HOURS	8,437	6,494	4,981	6,279	17,060	8,000
EMS HOURS	2,314	2,275	2,072	1,939	2,333	2,100

Working Together

The SFD works closely with neighboring county departments to receive and provide mutual aid. This adds depth to our ability to mitigate incidents.



Emergency Medical Services

5,147 EMS calls

This is just 23 calls shy of the previous year's record high (5,170).

In 2022, the SFD received an Assistance to Firefighters Grant from FEMA for five new automated CPR devices known as LUCAS devices. These devices are used to provide effective, consistent and continuous chest compressions. The order was delivered in spring of 2023 with crews receiving hands-on training prior to implementation.

This year, the SFD received funds from the WI EMS Flex grant to purchase a 6-wheel Polaris Ranger UTV.

Other significant changes of the year include:

- Operating a fourth ambulance as front-line during peak hours
- Engine 1865 transition from Basic Life Support (BLS) to Advanced Life Support (ALS)
- LVO transfers
- New medical director



Fire Station 1 crew members demonstrated use of a LUCAS device at the June 5, 2023 Common Council meeting.



Welcome!

**New Medical Director
Erin McGlynn, MD, MPH**



EMS Medical Director
and Emergency Medicine Physician:
Aurora Medical Center Sheboygan County

Undergraduate and medical school:
University of Wisconsin - Madison

Emergency Medicine Residency:
Detroit Receiving Hospital, Detroit, MI

EMS Fellowship:
Medical College of Wisconsin/Froedtert
Hospital, Milwaukee, WI

Fire Prevention Bureau



78 Fire Investigations

The Sheboygan Fire Department has trained fire investigators. Under WI Statute, fires of more than \$500 need to be investigated for Origin and Cause, where and how did the fire start. This is a highly scientific process which must follow national standards for best practice. The primary role of the fire investigation is to determine if a crime was committed or not. Fire Investigators are the “Detectives” of the fire scene. SFD investigators work closely, as needed, with the Sheboygan Police Department, Sheboygan County Fire Investigation Unit, and the WI Department of Criminal Investigation Fire Marshal’s Office.

2,556 Fire Inspections

Annual inspections are completed for commercial and general assembly occupancies, such as businesses, schools, places of worship, and 3 or more family complexes. Possible exits and the paths taken to reach them, fire extinguishers, electrical systems, emergency lighting, sprinkler systems and fire alarm systems are just some of the items examined. If a violation is noted, a time frame is given to the owner or occupant to make the required corrections. Based on the severity of the violation, a re-inspection may be conducted.

The goal of these inspections is two-fold: the primary goal is to prevent fires and protect community members. The department has seen a decrease in the number of follow-up inspections which can be attributed to property owners correcting violations in a timely fashion. Second, conducting these inspections allows crews to familiarize themselves with properties as well as configure pre-plans in event of an incident.

Our sincere THANKS to all business owners and building managers who assist our crews in conducting property walk-throughs and updating occupancy information. Together we will continue making our community a safer place for all who live, visit, work, and invest in the City of Sheboygan.



Sheboygan Fire 11

Causes of Fire

Things have changed drastically in the fire industry in the past 50 years. Among these changes are the decrease of fire incidents occurring in Sheboygan. The most common causes of fire incidents have differed greatly between 1973 and 2023.

1973	
Automobile and Truck Fires	65
Electrical Fires	48
Grass and Rubbish Fires	38
TV Sets and Appliances	34
Smokers Carelessness	28
Food or Grease Burning	26
Children Playing with Matches	21
Faulty Heating Systems	15
Dust Collectors	11
Spontaneous Combustion	10

2023	
Operating Equipment	27
Undetermined	27
Other Open Flame or Smoking Materials	11
Hot or Smoldering Object	10
Heat Spread from Another Fire	3
Explosives, Fireworks	1



Public Education

Citizens Fire Academy

This year, the SFD hosted its third annual Citizens Fire Academy. Participants learned firsthand about the operations of the Sheboygan Fire Department from our personnel. They were given hands-on training as well as instruction in a classroom setting. Many topics are covered, such as department operations, fire ground operations, search and rescue, technical rescue, fire investigations/inspections, and Emergency Medical Services. As of 2023, the minimum participation requirement is 16 years of age or older to participate.

On Air with WHBL

It is a priority of our department not only to respond to emergencies, but prevent them. One way the SFD accomplishes this is through live on-air broadcasts on WHBL. Assistant Chief Lubbert gives updates regarding fire prevention tips for the season or to inform of upcoming events. The public can tune in to 1330 AM WHBL every third Friday of the month from 8:40am to 8:50am to learn something new about fire safety or to hear good reminders.



SFD Trivia

In the early 1900's, what was the leading cause of fire injuries to Sheboygan citizens?

Due to the extensive use of kerosene, lamps and lanterns, using kerosene as fuel, accounted for more burns and deaths than any other cause. Most fire injuries occurred because people were careless when filling lamps or standing too close when a lamp tipped.occurred because people were careless when filling lamps or standing too close when a lamp tipped.



Sheboygan Fire 13



Lieutenant Langdon demonstrates the "House of Hazards" to a group of students.

School Programs

The SFD has a long history of providing top-tier education to reduce fire risk in the community. Each fall, the SFD commits time and resources to educate our community's children through fire prevention programs. Kindergarteners through 4th graders from the Sheboygan Area School District, parochial schools, and home school groups were taught about fire prevention safety and what to do in case of emergency. Over 3,100 students were reached in 2023. These programs are vital to continue working toward a safer community for everyone.



Sheboygan Fire 14

Other Events



◀◀◀ Professional Fire Fighters of Wisconsin

L483 Union members traveled to Madison to serve as instructors and liaisons for state and local elected officials at PFFW Fire Ops. Fire Ops is an event designed to give political officials the opportunity to experience the duties SFD Union members face on a daily basis. A special thank you to the Secretary of Sheboygan's Board of Police and Fire Commissioners, Gerald Jones, for attending!

Humble Warrior Project



The SFD received mindfulness and yoga training from Humble Warrior. The main focus of this training is health and wellness for first responders using different techniques, such as breathing practices, meditation, and stretching. Firefighters can learn from this training and use it to go from “chaos to calm” in any given situation.



Esslingen Visit

Our German colleagues from Sheboygan's sister city in Esslingen visited us this summer. Our cities partner with each other to foster cultural exchange, strengthen relationships, and share heritage, traditions, and accomplishments. During their visit, Esslingen firefighters participated alongside SFD firefighters in the 4th of July parade and attended rescue swimmer training, among other firefighting activities.



SFD members enjoyed training and camaraderie with Esslingen crew members. Thanks for visiting!





Contact Information

📞 920-459-3327

✉️ fire.department@sheboyganwi.gov

🏠 1326 N 25 Street, Sheboygan, WI 53081

🌐 www.sheboyganfire.com

📘 @SheboyganFireDepartment

📷 @SheboyganFireDepartment

**CITY OF SHEBOYGAN
RESOLUTION 195-23-24**

BY ALDERPERSONS RUST AND FELDE.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response Services for the period July 1, 2024 through June 30, 2026.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Agreement for Urban Search and Rescue Emergency Response Services between the State of Wisconsin Division of Emergency Management and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

CITY OF SHEBOYGAN

**REQUEST FOR LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
CONSIDERATION**

ITEM DESCRIPTION: Res. No. 123-23-24 (3-18-24) by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response Services for the period July 1, 2024 through June 30, 2026.

REPORT PREPARED BY: Eric Montellano, Fire Chief

REPORT DATE: March 21, 2024 **MEETING DATE:** March 27, 2024

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Sheboygan Fire Department is seeking to renew a new contract with Wisconsin Emergency Management after the existing contract expires. This agreement allows Sheboygan FD members to be eligible for deployment in the event of a state or national emergency.

STAFF COMMENTS:

Wisconsin State Task Force (TF 1):

- State asset managed by Wisconsin Emergency Management
- Response to emergencies such as tornadoes, hurricanes, floods, or manmade events
- Can be deployed within the state or nation as part of the Federal Emergency Management Agency (FEMA)
- Participation should be budget neutral
- Training provided by the State
- Provides specialized training for team members who then bring what they learn back to Sheboygan enhancing internal department training that would otherwise be high cost

ACTION REQUESTED:

A motion to recommend that the Council adopt Res. No. 123-23-24.

ATTACHMENTS:

- I. Urban Search and Rescue Emergency Response agreement
- II. Res. No. 123-23-24



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

July 1, 2024, through June 30, 2026

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF SHEBOYGAN

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Sheboygan, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
 - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
 - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
- 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
- 3.2.2 Are employees in good standing.
- 3.2.3 Are not probationary employees.
- 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
- 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
- 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be

reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

- 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

11.0 Reimbursement of Increased Duty Disability Costs:

- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to

providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

18.0 Standard Terms and Conditions: The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any

agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
- 19.7.1 Term: This Agreement shall begin on July 1, 2024, and terminate on June 30, 2026, unless terminated earlier pursuant to Section 19.7.2.
- 19.7.2 Termination:
- 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

permitted assigns.

- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
 Division of Emergency Management
 DMA Wisconsin
 PO Box 7865
 Madison, WI 53707-7865
 Telephone #: (608) 242-3232
 FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
 Wisconsin Department of Military Affairs
 2400 Wright Street
 Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. 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 in the written waiver. 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.

19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement 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.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2024

Greg Engle, Acting Division Administrator

ON BEHALF OF THE CITY OF SHEBOYGAN

Dated this ____ day of _____, 2024

Casey Bradley, City Administrator

ON BEHALF OF THE CITY OF SHEBOYGAN FIRE DEPARTMENT

Dated this ____ day of _____, 2024

Eric Montellano, Fire Chief

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency 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 in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**CITY OF SHEBOYGAN
RESOLUTION 190-23-24**

BY ALDERPERSONS RUST AND FELDE.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Waukesha County Technical College for clinical experience with the Sheboygan Fire Department.

RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement allowing students of Waukesha County Technical College to accompany City Fire Department employees for clinical experience.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CLINICAL/FIELD AFFILIATION AGREEMENT FOR
EMERGENCY MEDICAL SERVICES OCCUPATIONS**

This Agreement is made effective this 14th day of March, 2024 (“Effective Date”) by and between the WAUKESHA COUNTY TECHNICAL COLLEGE a Wisconsin institution for technical education and training ("WCTC"), and Sheboygan Fire Department, a Wisconsin clinical/field education setting ("Clinical Education Setting").

WITNESSETH

WHEREAS, WCTC administers educational curricula for Emergency Medical Services (“EMS”) occupations (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for WCTC students enrolled in the Programs ("Students"); and

WHEREAS, the Clinical Education Setting serves patients in EMS settings through the provision of medical or other services consistent with the one or more Programs, and seeks to train future EMS practitioners by providing Students with supervised clinical/field experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and WCTC; and

WHEREAS, WCTC and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with one or more Program Addenda attached (or that later may be attached) to and made a part of this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, WCTC and the Clinical Education Setting agree as follows:

AGREEMENT

1. WCTC RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, WCTC shall have the following rights and responsibilities:

1.1 Preparation of Students for Clinical/Field Placement. WCTC shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 Assigning Students to the Clinical Education Setting. After receiving from the Clinical Education Setting the number of placements available for Students, WCTC shall select Students to be assigned to the Clinical Education Setting. WCTC shall notify the Clinical Education Setting of the Students assigned to the Clinical Education Setting, and each Student’s availability for participation in clinical/field experiences.

1.3 Educational Coordinator. WCTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. WCTC shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting.

1.5 Accreditation and Licensure. WCTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum (if applicable). WCTC shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.

2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to WCTC before Students may be assigned to the Clinical Education Setting.

2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to WCTC. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. The Clinical Education Setting shall provide WCTC faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical station or location. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by

WCTC and Clinical Education Setting as set forth in any Program Addendum attached hereto.

2.4 Qualified Supervision. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience (a minimum of two years at the level of license, or higher, being sought by the student); (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, ambulances, other apparatus, cafeteria/dining and parking facilities.

2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify WCTC of any change in the Clinical Education Setting's qualifications, accreditation, licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical/field component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by WCTC, and all applicable laws.

2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by WCTC.

2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

2.10 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting. Students will not be considered to be employees of the Clinical Education Setting at any time (to include consideration as employees for workers compensation, FLSA, or other benefits or programs).

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, WCTC and the Clinical Education Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. WCTC and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision

and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Students' impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. WCTC shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to WCTC regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.

3.2 Review and Evaluation of Affiliation. WCTC and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

4. STUDENT RIGHTS AND RESPONSIBILITIES. WCTC and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and WCTC. Failure to abide by these policies, rules and regulations may result in the student's removal from the Clinical Education Setting.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and WCTC of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by WCTC. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Maintenance of comprehensive health and medical insurance as required under Section 8.3 of this Agreement shall be the sole responsibility of the Student.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of WCTC, or the Clinical Education Setting, provide a candid written evaluation of the

clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify WCTC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 Immunizations. WCTC shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

A. By Mutual Agreement. WCTC and the Clinical Education Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event WCTC or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.

(2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B. (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. WCTC may immediately terminate this Agreement and any and all Program Addenda if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to WCTC if WCTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Clinical Education Setting may also terminate any Program Addenda if WCTC fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

7. INDEMNIFICATION AND LIABILITY

7.1 WCTC. WCTC shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by WCTC or any of its employees. WCTC will indemnify the Clinical Education Setting for any act by any Student that may occur during or that may arise out of this Agreement unless the Clinical Education Setting was negligent in its supervision of the student.

7.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless WCTC, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

8. INSURANCE.

8.1 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to WCTC, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, firefighters, EMTs, officers, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate per year. Clinical Education Setting agrees to promptly provide WCTC with evidence of such insurance upon request.

8.2 Students. Students shall maintain, at no cost to WCTC or the Clinical Education Setting (unless either such party consents to such cost), comprehensive health and medical insurance. Evidence of such insurance shall be provided to WCTC and Clinical Education Setting upon request.

9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of WCTC and Clinical Education Setting may be resolved via mediation or litigation in the Circuit Court of Sheboygan County. Each party shall bear its own costs and expenses, unless otherwise determined as part of the dispute resolution.

10. NOTICES AND COMMUNICATION.

10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to WCTC:

City of Sheboygan

Attn: Chief Montellano

1326 N. 25th St

Sheboygan, WI 53081

With Copy to

City of Sheboygan

Attn: City Clerk

828 Center Ave.

Sheboygan, WI 53081

If to the Clinical Education Setting:

Waukesha County Technical College

Attn: Michelle Skinder, VP HR and Legal Affairs

800 Main Street, Pewaukee, WI 53072

or at other such addresses as a party from time to time may designate by written notice to the other party.

10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate WCTC Associate Dean, Educational Coordinator or Site Coordinator as indicated in the applicable Program Addendum.

11. NON-EXCLUSIVE. The parties agree that WCTC shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin.

13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

15. RELATIONSHIP OF PARTIES. WCTC and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of WCTC, the Clinical Education Setting or their employees, both WCTC and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

16. CONFIDENTIALITY OF RECORDS

16.1 Student Records. WCTC and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than WCTC. WCTC agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

16.2 Patient Health Care Records. WCTC and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and WCTC with guidance with respect to compliance with these statutes and regulations.

16.3 Other Records. The parties acknowledge that certain records may be subject to Wisconsin's Open Records laws or federal Freedom of Information laws. The parties agree to work together in good faith to ensure compliance with any applicable open record law or regulation.

17. NON-DISCRIMINATION. WCTC and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by WCTC.

18. ENTIRE AGREEMENT. This Agreement, together with one or more Program Addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WCTC COLLEGE:

By: _____
Michelle M. Skinder
VP, HR and Legal Affairs

Date: _____

CLINICAL EDUCATION SETTING:

By: _____
Ryan Sorenson, Mayor

Date: _____

By: _____
Meredith DeBruin, City Clerk

Date: _____

**PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION
AGREEMENT FOR EMERGENCY MEDICAL SERVICES OCCUPATIONS**

This Program Addendum is made effective this 14th day of March, 2024 (“Effective Date”) by and between WAUKESHA COUNTY TECHNICAL COLLEGE, INC. a Wisconsin institution for technical education and training (“WCTC”) and Sheboygan Fire Department, a Wisconsin clinical/field education setting (“Clinical Education Setting”).

WHEREAS, WCTC and Clinical Education Setting have executed a Clinical Affiliation Agreement for Emergency Medical Services (EMS) Occupations dated March 14, 2024 (“Agreement”) that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of WCTC’s EMS occupation programs; and

WHEREAS, the Agreement presumes the execution of a Program Addendum pertaining to each health occupations program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to WCTC’s Intermediate and Paramedic Programs (“Programs”);

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Section 1.3 of the Agreement, WCTC’s Educational Coordinator for the Program shall be Associate Dean Courtney Hull.
2. Pursuant to Section 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of WCTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, it will be evaluated by WCTC to determine if the individual is barred from performing duties at the Clinical Education Setting. Prior to placement of the Student, WCTC will notify the Clinical Education Setting in writing of any crime of which Student has been convicted that may preclude the Student from licensure as an EMT with the State of Wisconsin so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. WCTC hereby agrees to notify the Clinical Education Setting when WCTC becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency that would preclude the student’s licensure as an EMT in the State of Wisconsin. Both WCTC and the Clinical Education Setting understand that the Student has an ongoing duty to report to WCTC should there be any change from the initial background check.

3. Pursuant to Section 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be Assistant Chief Michael Lubbert.

4. Pursuant to Section 2.4, responsibility for qualified supervision shall be as follows: Clinical/Field Instructors/Preceptors assigned to the Programs will be responsible for provision, coordination and supervision of the clinical/field instruction, and the experience to be provided by Clinical Education Setting to the Students enrolled in the Program. Clinical/Field Instructors/Preceptors will be licensed by the State of Wisconsin in good professional standing with at least two (2) year of experience at or above the EMS level of training being received by the Student or such higher number of years' experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by WCTC and Clinical Education Setting, or as required for Program accreditation by accrediting agencies and authorities.

5. Pursuant to Section 2.7 of the Agreement, the clinical component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program, including the State of Wisconsin Department of Health and Family Services.

6. Pursuant to Section 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical/Field Instructors/Preceptors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical/Field Instructors/Preceptors to notify WCTC of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action taken with the assistance of WCTC. WCTC, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.

7. Pursuant to Section 6.1, the Agreement shall continue for an initial term of one Program year ending on March 13, 2025.

8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.

9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Section 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.

IN WITNESS WHEREOF, the parties have executed this Program Addendum to the Affiliation Agreement for Health Occupations as of the Effective Date.

WCTC COLLEGE:

By: _____
Michelle M. Skinder
VP, HR and Legal Affairs

Date: _____

CLINICAL EDUCATION SETTING:

By: _____
Ryan Sorenson, Mayor

Date: _____

By: _____
Meredith DeBruin, City Clerk

Date: _____

**CITY OF SHEBOYGAN
R. O. 125-23-24**

BY CITY CLERK.

March 18, 2024.

Submitting a license application.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennan's On Michigan	1101 Michigan Avenue – Two day event 5/4/24 –5/5/24 to include current premise and West and South parking lot.