



1 SERVICE AGREEMENT

2 between

3 DEER DISTRICT LLC

4 and

5 MILWAUKEE COUNTY OFFICE OF EMERGENCY MANAGEMENT
6 EMERGENCY MEDICAL SERVICES DIVISION

7 FOR THE PROVISION OF MEDICAL SERVICES TO
8 FISERV FORUM

9
10 THIS AGREEMENT is entered into as of the 1st of August of 2018 by and between Deer District LLC
11 (“ArenaCo”), and by Milwaukee County (“County”) and its Office of Emergency Management
12 Emergency Medical Services Division (“OEM-EMS”) for the provision of medical services during
13 events at the arena currently named Fiserv Forum (“Center”), outdoor plaza and “entertainment
14 block” (“Plaza”). Together, ArenaCo and OEM-EMS, shall be referred to as “Parties”.

15 **RECITALS:**

16 **WHEREAS**, OEM-EMS has been the coordinator and provider of medical services during
17 sporting and entertainment events since the BMO Harris Bradley Center (the “BMOHBC”) opened
18 its doors in 1988; and

19 **WHEREAS**, OEM-EMS has collaborated with the operations staff at the BMOHBC to
20 provide both non-emergent and emergency medical services care to patrons and staff of the
21 BMOHBC; and

22 **WHEREAS**, OEM-EMS emergency medical services staff (collectively, the “staff”) are
23 participants in the Milwaukee County EMS system, providing seamless collaboration and transfer
24 of care to municipal advance life support paramedic and private EMS provider basic life support
25 units for the transport of patrons to area hospitals; and

26 **WHEREAS**, the closing of the BMOHBC and the subsequent opening of the Center
27 provides an opportunity to continue and enhance the level of services provided; and

28 **WHEREAS**, ArenaCo requests OEM-EMS to provide medical services at the Center, to
29 include but not limited to the Plaza, during NBA and NCAA games, as well as all other
30 entertainment events which are open to the public, such as concerts and family shows
31 (collectively, the “events”);

32 **NOW THEREFORE**, in consideration of the objectives of the Parties and the mutual
33 benefits accruing to the Parties from performance of the covenants herein made, it is mutually
34 agreed that this Agreement sets forth their respective responsibilities in conjunction with the
35 provision of providing medical services to ArenaCo.

36 **ARTICLE I. PURPOSE AND SCOPE**

37 A. This Agreement will define services provided, responsibilities of medical
38 equipment, responsibilities related to staffing of Emergency Medical Services
39 (EMS) providers and cost responsibilities.

40 B. This Agreement will cover medical services required by ArenaCo, for events
41 scheduled within the Center as well as the Plaza and any area which is considered
42 part of the Center.

43 C. This Agreement will provide properly trained and licensed emergency medical
44 services staff to provide non-emergent (custodial medical services) and
45 emergency medical services to patrons, employees and vendors of the Center.

46

47 **ARTICLE II. TERM**

48 A. Unless this Agreement is terminated earlier as provided herein, for services
49 pertaining to this Agreement shall be in force from August 1, 2018, until October
50 31, 2018. The initial term of this agreement is three (3) months. It is the
51 expectation of the parties that OEM will submit this agreement on its same terms
52 and conditions to the Finance and Audit Committee for review in the 2018
53 September cycle. If reviewed and approved by the committee, the 3-month term
54 shall immediately terminate and the agreement shall run for a 5-year period from
55 the date of approval.

56 B. If ArenaCo and the County have agreed to an extension or modification of this
57 Agreement, but the County Board of Supervisors has withheld approval of the
58 extension or modification, the County shall only be held liable for services
59 provided to ArenaCo, up until such action by the County Board of Supervisors.

60 C. At any time during the Term, either ArenaCo or the County may terminate this
61 Agreement, for any reason or no reason at all, effective thirty (30) days after
62 written notice of termination is delivered to the other Party. Upon termination of
63 this Agreement, all County equipment must be returned and all rights and
64 obligations of the Parties shall terminate as of the date of termination.

65 **ARTICLE III. COUNTY RESPONSIBILITIES AND REQUIREMENTS**

66 A. County will provide properly trained and licensed paramedic level emergency
67 medical services staff to provide non-emergent (custodial medical services) and
68 emergency medical services to patrons, employees and vendors of the Center
69 during certain events as determined by ArenaCo in its sole discretion.

70 B. The Medical Director for Milwaukee County will be responsible for the overall
71 medical management of providing medical services at Center events. The OEM
72 Director will be administratively responsible for all other aspects of the medical
73 services at the Center. The OEM Director will act as primary liaison between
74 County and ArenaCo.

- 75 C. A working manager (OEM-EMS Supervisor) will be provided by County as a
76 member of the EMS staff, to be responsible for day-to-day operations during
77 events. In addition to management of medical services and EMS team member
78 responsibilities, the EMS Supervisor will be responsible for keeping and
79 submitting requested documents to ArenaCo, maintaining records, scheduling,
80 implementing and monitoring of policies, procedures and protocols developed
81 through consultation with ArenaCo. The number of hours allotted to the EMS
82 Supervisor to perform administrative duties will be agreed upon by both Parties.
- 83 D. County will be responsible for the setting up and maintaining organization of the
84 Center's First Aid Room (s) in a manner conducive to providing medical services,
85 and providing medical staffing as requested.
- 86 E. All County personnel working at Center events must follow established medical
87 policies and Standard of Care practices outlined by OEM-EMS. County shall
88 complete all initial screening of such personnel.
- 89 F. In addition, all County personnel working at Center events must follow policies
90 and guidelines created by ArenaCo which are established for vendors providing
91 services at the Center. All staff entering the Arena in connection with County's
92 performance of the services herein, including, but not limited to, County's agents,
93 representatives, contractors, subcontractors, employees and invitees, and any
94 other participants to be used in connection with the services herein ("County's
95 Crew") shall be subject to security checks (including, without limitation, photo
96 identification checks, pat-downs, and bag searches) to be conducted by ArenaCo
97 security personnel at its sole discretion. County acknowledges and agrees that
98 ArenaCo shall have the right to refuse entry to any person for the purposes of the
99 safety and welfare of the employees and patrons at the Arena, as determined by
100 ArenaCo in its sole discretion. While performing the services herein, all members
101 of County's Crew must wear credentials to be issued by ArenaCo. Any member of
102 County's Crew who is not wearing a credential may be denied entrance to the
103 Arena or may be asked to leave the Arena, at the sole discretion of ArenaCo.

104 G. This Agreement and the staff's performance of such services herein are subject
105 to the Constitution and By-Laws and all rules, regulations and agreements of the
106 NBA as they presently exist or as they may, from time to time, be entered into,
107 amended or adopted ("NBA Rules").

108 H. County shall collaborate with ArenaCo to assist in the development of an
109 Emergency Action Plan(s), conducting medical response drills, conducting mass
110 casualty or evacuation drills.

111 I. All personnel assigned to the Center events shall wear such uniforms as agreed
112 upon between County and ArenaCo. Such personnel shall follow procedures for
113 identifying themselves in accordance with Center policies.

114 J. County shall provide a recommendation to ArenaCo on the proper number of
115 EMS staff to be scheduled for a given event at the Center. This determination may
116 be made in consultation with the County Medical Director. ArenaCo shall make
117 the final determination on the number of EMS staff to be scheduled for each such
118 event.

119 K. County staff will participate in ArenaCo's Incident Solutions Systems (ISS)
120 operations management system used at the Center to dispatch medical staff and
121 track medical incidents, to the extent requested by ArenaCo.

122 L. County will meet with ArenaCo annually to discuss upcoming year event schedule
123 and any anticipated changes in services ArenaCo may anticipate needing.

124 **ARTICLE IV. ARENACO RESPONSIBILITIES AND REQUIREMENTS**

125 A. ArenaCo will provide adequate parking for County personnel working at the
126 Center during events.

127 B. ArenaCo shall keep County advised of the schedule of private and public events
128 at the Center and any changes thereto in a timely manner.

129 C. ArenaCo shall make the final determination of the number of EMS staff to be
130 scheduled for a given event at the Center as well as work shift start and end times.

131 D. ArenaCo shall allow County to provide signage identifying that the Center's First
132 Aid Rooms are staffed by OEM-EMS staff. Size and location of such signage shall
133 be mutually agreed upon.

134 E. ArenaCo shall reimburse County for costs of personnel and necessary equipment
135 and supplies as follows:

136 (a) County shall invoice ArenaCo monthly for all such costs incurred in the
137 prior month.

138 (b) County shall invoice ArenaCo for the cost of necessary disposable medical
139 supplies purchased by County and consumed at the Center, during the
140 delivery of medical services.

141 (c) County shall invoice ArenaCo for time County staff provided medical
142 services or attended training required by ArenaCo.

143 (d) Hourly rates for County staff will be mutually agreed to and submitted
144 annually to ArenaCo. Rates for 2018 are included in Appendix "A" of this
145 Agreement. County shall annually submit to ArenaCo a salary fee
146 structure to be reimbursed by ArenaCo for personnel providing services
147 as part of this Agreement at the Center.

148 (e) County will apply a twenty percent (20%) surcharge for personnel and
149 supply costs described in subparagraphs (b) and (c) above. In addition, a
150 FICA charge of 7.65% will be applied to personnel base salary costs.

151

152 **ARTICLE V. COUNTY EQUIPMENT RESPONSIBILITIES AND REQUIREMENTS**

153 A. There are first aid rooms located within the Center on the Main Concourse and
154 Upper Concourses. County shall be responsible for supplying and maintaining a
155 manually operated cardiac monitor/defibrillator to be stationed in the Main
156 Concourse and Upper Concourse First Aid Rooms.

157 B. County will be responsible to provide two Automatic External Cardiac
158 Defibrillators (AED) units for use by OEM-EMS staff to provide mobility of medical
159 teams staging locations throughout the Center and Plaza.

160 C. County will provide proper number of devices on which OEM-EMS staff can
161 complete electronic patient care records (ePCR).

162 D. County will provide an electronic safe to properly store federally controlled
163 medications as per OEM-EMS policies.

164 E. County will provide and install all equipment herein at County’s sole cost and
165 expense.

166 **ARTICLE VI. ARENACO EQUIPMENT RESPONSIBILITIES AND REQUIREMENTS**

167 A. ArenaCo will be responsible for all non-disposable equipment/supplies required
168 to properly care for non-emergent and emergency medical patients. Such medical
169 equipment located within the First Aid Room(s) will include but not be limited to:

- 170 1. Beds, 4 in the Main Concourse First Aid Room, 2-3 in the Upper Concourse
171 First Aid Room.
- 172 2. Portable suction units
- 173 3. Portable patient transport devices
- 174 i. Stretcher
- 175 ii. Stair chair
- 176 iii. Wheelchairs
- 177 iv. Intravenous poles (2 in each First Aid Room)
- 178 4. Tables and chairs in First Aid Rooms for use by County EMS staff

- 179 5. Secured storage for medical supplies
- 180 6. Secured Internet access
- 181 7. Printer/copier, paper and ink cartridges
- 182 8. Television / monitor
- 183 9. Bulletin board & white board
- 184 10. Linen storage and service for bedding
- 185 11. Contaminated waste service
- 186 12. Oxygen tanks, including secured tank holder and refilling service
- 187 13. Ventilated lockable storage cabinet to recharge medical devices
- 188 14. Adequate number of electrical outlets to recharge medical devices
- 189 15. Eye wash station (1 per First Aid Room)
- 190 16. Portable electric cart capable of carrying a patient on a stretcher for use when
- 191 EMS providers patrol Plaza
- 192 17. Outdoor clothing for County staff when patrolling Plaza
- 193 18. Exam light (1 per First Aid Room)

194 **ARTICLE VII. LIABILITY AND RISK ALLOCATION REQUIREMENTS; INSURANCE**

195 A. If the Agreement is not terminated all terms and conditions shall remain the same
196 unless modified in writing and agreed to by both Parties prior to September 1 of
197 each year, both Parties shall meet to negotiate in good faith any changes to the
198 costs set forth in Article IV (E) of this Agreement.

199 B. The Parties shall mutually defend, indemnify, and hold harmless one another as
200 follows:

201 i. County will bear the responsibility and resultant liability for claims,
202 actions damages, liability and expenses, including defense costs and
203 attorney fees, in connection with loss of life, personal injury, or damage
204 to property of anyone including County employees, agents or
205 representatives arising from or out of any (a) wrongful, intentional, or
206 negligent action or omission by County employees, agents, or
207 representatives; or (b) any claim alleging that an agent, employee or

208 contractor of County is an employee of ArenaCo. Nothing in this
209 Agreement shall be construed to constitute a waiver of any otherwise
210 applicable immunity, limited immunity or limitation on liability under
211 Wisconsin law.

212 ii. ArenaCo will bear the responsibility and resultant liability for claims,
213 actions, damages, liability and expense, including defense costs and
214 attorney fees, in connection with loss of life, personal injury, or damage
215 to property arising from or out of any wrongful, intentional, or negligent
216 action or omission by ArenaCo employees, agents, or representatives.

217 C. County Insurance:

218 Milwaukee County is permissibly self-insured. This means that Milwaukee County is a
219 municipal body corporate that self-funds for liability under §§ 893.80 and 895.461 of the
220 Wisconsin Statutes, as well as automobile liability under § 345.05, Stats. Milwaukee
221 County is also permissibly self-insured under § 102.28(2)(b), Stats. for workers'
222 compensation.

223 **ARTICLE VIII. GENERAL PROVISIONS**

224 A. Neither Party may assign, transfer, suffer or permit its rights or obligations under
225 this Agreement or any part of them to be used by or transferred to others,
226 without the prior written consent of the other Party. Notwithstanding the
227 foregoing, ArenaCo may, without the consent of County, (i) assign its rights and
228 obligations hereunder to any affiliate of ArenaCo or any other entity that has the
229 right to grant the rights under this Agreement (including any successor operator
230 of the Center), so long as said party assumes the obligations of ArenaCo, (ii) assign
231 this Agreement to an acquirer of all or substantially all of ArenaCo's assets, and
232 (iii) collaterally assign this Agreement to a third party.

233 B. This Agreement shall be governed, construed and enforced in accordance with
234 the laws of the State of Wisconsin. Any litigation over the enforceability of the

235 provisions herein or to enforce any rights hereunder shall be in state court with
236 venue in Milwaukee County.

237 C. In connection with the performance of work under this contract, both Parties
238 agree not to discriminate against any employee or applicant for employment
239 because of age, race, religion, color, handicap, sex, physical condition,
240 developmental disability as defined in s.51.01(5), sexual orientation or national
241 origin. This provision shall include, but not be limited to the following:
242 employment, upgrading, demotion, or transfer; recruitment or recruitment
243 advertising; layoff or termination; rates of pay or other forms of compensation;
244 and selection for training, including apprenticeship. Except with respect to sexual
245 orientation, County further agrees to take affirmative action to ensure equal
246 employment opportunities. County agrees to post in conspicuous places,
247 available for employees and applicants for employment, notices to be provided
248 by the contracting officer setting forth the provisions of the nondiscrimination
249 clause.

250 D. In their performances under this Agreement, the Parties shall comply in all
251 respects with all federal, state, county, and municipal laws.

252 E. The relationship created by this Agreement is that of independent contractors.
253 Nothing in this Agreement shall be construed so as to constitute the Parties as
254 joint ventures or partners or to make either Party the agent of the other or to
255 make either Party liable for the debts or intentional or negligent acts of the other.
256 Neither Party shall have or hold itself out as having any power or authority to
257 bind, create liability for, or otherwise act on behalf of the other.

258 F. All notices, requests, demands or other communications, required under this
259 Agreement shall be in writing and shall be deemed to have been duly given if
260 personally delivered or mailed, first class, postage prepaid, certified or registered
261 mail, return receipt requested, to the following address, unless another address
262 shall have been given to the other Party in writing, in which event they shall be
263 delivered or mailed to such other address:

264 If to Milwaukee County:

265 Office of Emergency Management
266 Attn: Christine Westrich, Director
267 633 W. Wisconsin Avenue, Suite 700
268 Milwaukee, WI 53203

269 If to ArenaCo:

270 Deer District LLC
271 Attn: Michael Sneathern
272 1543 N. 2nd Street, 6th Floor
273 Milwaukee, WI 53212

274 **ARTICLE IX. CONFIDENTIALITY / PRIVACY PRACTICES**

275 A. Patient care records generated by County staff as part of providing patient care
276 at events at the Center will remain property of County and protected by the
277 Health Insurance Portability and Accountability Act (HIPAA).

278 B. The Center shall carry out its obligations under this Agreement in compliance with
279 the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996,
280 known as the Health Insurance Portability and Accountability Act of 1996, Subtitle
281 F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to
282 protect the privacy of any personally identifiable protected health information
283 (“PHI”) that is collected, processed or learned as a result of ArenaCo services
284 provided hereunder. In conformity therewith, ArenaCo agrees that it will:

285 i. Not use or further disclose PHI other than as permitted under this
286 Agreement or as required by law;

287 ii. Use appropriate safeguards to prevent use or disclosure of the PHI except
288 as permitted by this Agreement;

289 iii. To mitigate, to the extent practicable, any harmful effect that is known
290 to ArenaCo of a use or disclosure of PHI by ArenaCo in violation of this
291 Agreement;

317 D. Notwithstanding any other provisions of this Agreement, this Agreement may be
318 terminated by County, in its sole discretion, if County determines that ArenaCo
319 has violated a term or provision of this Agreement pertaining to County service
320 obligations under the HIPAA privacy rule, or if ArenaCo engages in conduct which
321 would, if committed by County, result in a violation of the HIPAA privacy rule by
322 County.

323 ARTICLE X – Representations and Warranties

- 324 A. County represents, warrants, and covenants to ArenaCo as follows:
- 325 i. County will provide the staff who are appropriately licensed or certified and who are
326 qualified and fit to provide the services herein in a professional manner;
 - 327 ii. County has the full right and legal authority to enter into and fully perform each of its
328 obligations under this Agreement in accordance with its terms;
 - 329 iii. The execution and delivery of this Agreement has been duly authorized by County,
330 and such execution and delivery, and the performance by County of its obligations
331 hereunder will not violate or cause a breach of any other agreements or obligations
332 to which County is a party or by which it is bound, and no approval or other action by
333 any governmental authority or agency is required in connection herewith;
 - 334 iv. There are no pending or threatened lawsuits, proceedings or claims against County
335 which could in any material way adversely affect the performance of County
336 hereunder;
 - 337 v. The staff providing services hereunder will not engage in any conduct that will hinder,
338 impair or in any manner materially interfere with the performance of the services
339 hereunder (including the abuse of alcohol, prescription, over-the-counter or illegal
340 drugs);
 - 341 vi. The staff providing services hereunder will conduct themselves with due regard to
342 accepted social conventions, good morals and decency as it relates to the services to
343 be provided hereunder and will not commit any act, fail to do any act or make any

344 statement that brings the staff into public disrepute to the extent doing so disparages,
345 denigrates or reflects adversely on ArenaCo or any of their affiliated entities or any of
346 their respective officers, directors or employees. It is expressly understood that the
347 terms of this subparagraph (v) shall survive the termination (without regard to the
348 reason therefor) of this Agreement;

349 vii. The staff providing services hereunder shall not publicize or post (including via social
350 media) or participate in the writing or scripting (including, without limitation, any "as
351 told to" publications) of any book, periodical, periodical story, movie, play or other
352 written or theatrical work, which relates to the staff's services to ArenaCo herein,
353 without the prior written consent of ArenaCo (which consent may be given or
354 withheld in ArenaCo's sole discretion); and

355 viii. To the extent the services performed by the staff include materials subject to
356 copyright, the County and staff agree that such services are done as "work made for
357 hire" as that term is defined under U.S. copyright law, and that as a result, ArenaCo
358 will own all copyrights in such services or materials in connection with this
359 Agreement.

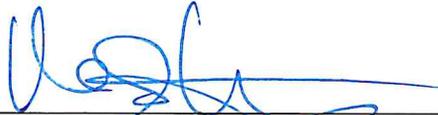
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361 END OF TERMS - SIGNATURE PAGE FOLLOWS

362

IN WITNESS WHEREOF,
the Parties have executed this Agreement as of the day and year set forth herein.

For Deer District LLC:


Date: 8-9-18
by Michael Sneathern, Secretary

For Milwaukee County Office of Emergency Management:

DocuSigned by:
Christine Westrich
Date: 8/22/2018
by Christine Westrich, Director of OEM

Corporation Counsel:
Reviewed for Execution by Corporation Counsel:

DocuSigned by:
Paul D. Englitsch
Date: 8/20/2018
by Corporation Counsel

Community Business Development Partners (CBDP) DBE:
Reviewed as to disadvantaged business enterprise (DBE); Approved with
regards to County Ordinance Chapter 42:

DocuSigned by:
Rick Norris
Date: 8/20/2018
by CBDP

Risk Management:

DocuSigned by:
Paul Schweigel
Date: 8/21/2018
by Risk Management

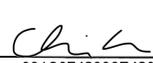
Comptroller:

DocuSigned by:

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by Comptroller

Date: 8/21/2018

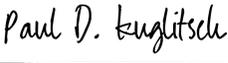
County Executive:

DocuSigned by:

891C974A330E428...
by Chris Abern, County Executive

Date: 8/22/2018

Corporation Counsel:

Approved as compliant under Sec. 59.42(2) (b) 5, Stats.:

DocuSigned by:

57104007A18A423...
by Corporation Counsel

Date: 8/24/2018



Office of Emergency Management (OEM)

Milwaukee County



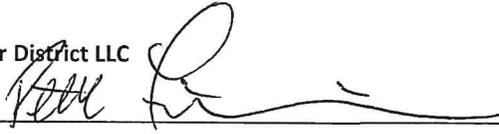
**Milwaukee County Office of Emergency Management EMS Division Agreement
With The Deer District LLC
Appendix "A" – Salary Fee Structure**

Per Article IV E (d) of the Milwaukee County Office of Emergency Management (OEM) agreement with Deer District LLC., OEM will submit a notice of salary costs for OEM-EMS Division staff who provide out of hospital medical services to the patrons, staff and vendors at the Wisconsin Entertainment And Sports Center. Fees will be charged per hour for services provided by the EMS supervisor and paramedic as requested by the Deer District LLC.

The fee structure for the 2018 will be as follows:

EMS Supervisor	\$36.28/hr.
Paramedic	\$24.34/hr.

Fees include wages, FICA (7.65%) and administrative (20%) fees.

Deer District LLC 
 President

Date: 7/24/18

Office of Emergency Management:
DocuSigned by:

Christine Westrich
Director, OEM

Date: 8/22/2018

Deer District LLC.		Supervisor	Paramedic
Wage		\$28.09	\$18.84
FICA Taxes	(7.65%)	\$2.14	\$1.44
Administrative charge	(20%)	\$5.56	\$4.06
Billed as one line item rate/hour		\$36.28	\$24.34

OEM

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Kenneth J. Sternig Phone: 226-7326 Date: July 19, 2018
Email Address Kenneth.sternig@milwaukeecountywi.gov Dept: OEM Grant \$\$: 0.00 Org No. 4803

PROJECT INFORMATION

Project Name: Deer District LLC (Milwaukee Bucks) EMS agreement Project No.: _____
Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
OEM is entering into agreements with the Deer District which operates the Milwaukee Bucks facility for the purposes of providing emergency medical services at the Wisconsin Sports and Entertainment Center.
Contracting Opportunities (List NAICS codes): _____

TYPE OF PROJECT

Contract Value: Estimated \$32,000 / year Contract Type: Choose an item.

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. ¹Non-Profit (No subcontract)
- E. Purchasing or Renewal of software license
- F. ²Contract Extension/Amendment
- G. ³Specialized
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. ⁴Grants
- K. No funding use by Milwaukee County
- L. Special License or Certificate required
- M. Other _____

Department/Division Administrator Name: Kenneth J. Sternig Signature: *Kenneth J. Sternig* Date: 07/19/2018

CBDP USE ONLY

Concur with Recommendation , or provide the following goals: 0 %
This contract is exempt from a participation goal: Yes No

Approved: *Rick Marin* Date: 7/20/2018

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Courthouse Room 301 Final: Accounts Payable, Courthouse Room 301 <u>and</u> Community Business Development Partners, City Campus - 8th Floor Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE Revenue Professional Service - Operating Professional Service - Capital Purchase of Service Preliminary <input type="checkbox"/> X Final <input type="checkbox"/>
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DEPARTMENT NAME Office of Emergency Management	AGENCY NO. 480	DEPARTMENT (HIGH) ORG 4803
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VENDOR INFORMATION

VENDOR NO. <i>Not needed</i>	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
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NAME OF OTHER PARTY Deer District LLC " ArenaCo"	ADDRESS 1543 N. 2nd Street 6th Floor Milwaukee, WI. 53212
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TAX I.D. NO. <i>Not needed</i>	EFFECTIVE DATES: begin date 08/01/18 end date 10/31/18	LENGTH OF CONTRACT (IN MONTHS) 3	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT Approx. \$21,000
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ACCOUNTING INFORMATION

Year to be Earned or Received	Line No	Fund	Agency	Org Unit	Activity	Function	Revenue Source	Job Number	Report Cat	Units	Amount to be Received/ Amendment
2018		0001	4803	4845			3599				\$21,000

PURPOSE OF CONTRACT

Service Agreement Between the Deer District LLC and Milwaukee County OEM EMS Division for the Provision of Medical Services to the Wisconsin Entertainment and Sports Center. The OEM EMS Division will provide 2-12 paramedics per event at the new Bucks facility run by the Deer District LLC. The paramedics will staff two first aid rooms and monitor the facility and associated plaza to provide medicals services to guests, vendors and staff. The Deer District will be charged for County staff time and medical supplies used at the venue.
 OEM anticipates receiving approximately \$21,000 in revenue during the three month term. However, actual revenue will vary depending on the number and length of events as well as staffing levels.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? Less than \$100,000

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Erik Viel	8.15.2018	Interim EMS Division Director
Prepared By	Date	Title

DocuSigned by: Christine Westrich	8/15/2018	Director, office of Emergency Management
Signature of County Administrator	Date	Title

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Certificate Of Completion

Envelope Id: 6DF542A08ED24330B7F6227CB9A5983B	Status: Completed
Subject: Please DocuSign: BUCKS EMS GAP AG 1684.xlsx	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Erik Viel
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	erik.viel@milwaukeecountywi.gov
	IP Address: 71.82.245.95

Record Tracking

Status: Original	Holder: Erik Viel	Location: DocuSign
8/15/2018	erik.viel@milwaukeecountywi.gov	

Signer Events

Christine Westrich
Christine.Westrich@milwaukeecountywi.gov
Director, Office of Emergency Management
Milwaukee County OEM
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Christine Westrich
DE8CD27004C545B...

Signature Adoption: Pre-selected Style
Using IP Address: 174.198.19.95

Timestamp

Sent: 8/15/2018
Viewed: 8/15/2018
Signed: 8/15/2018

Electronic Record and Signature Disclosure:

Accepted: 8/15/2018
ID: bd65ed67-10e9-480d-b26b-dea71ad86e00

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/15/2018
Certified Delivered	Security Checked	8/15/2018
Signing Complete	Security Checked	8/15/2018
Completed	Security Checked	8/15/2018

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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Certificate Of Completion

Envelope Id: D35CD4E106F5460EB461899EE6F7E741	Status: Completed
Subject: Please DocuSign: DEER DISTRICT LLC GAP AG.pdf	
Source Envelope:	
Document Pages: 23	Signatures: 8
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Erik Viel
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	erik.viel@milwaukeecountywi.gov
	IP Address: 72.128.68.115

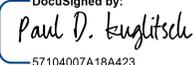
Record Tracking

Status: Original 8/16/2018	Holder: Erik Viel erik.viel@milwaukeecountywi.gov	Location: DocuSign
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Signer Events

Paul D. Kuglitsch
 corpcounselsignature@milwaukeecountywi.gov
 Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 57104007A18A423...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.5

Timestamp

Sent: 8/16/2018
 Viewed: 8/20/2018
 Signed: 8/20/2018

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Christine Westrich
 Christine.Westrich@milwaukeecountywi.gov
 Director, Office of Emergency Management
 Milwaukee County OEM
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 DE8CD27004C545B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.198.4.246

Sent: 8/20/2018
 Viewed: 8/22/2018
 Signed: 8/22/2018

Electronic Record and Signature Disclosure: Accepted: 8/22/2018 ID: 3aebce3b-bf62-421b-92a7-c5f15ca56dd6

Paul Schwegel
 paul.schwegel@milwaukeecountywi.gov
 Safety Manager
 Milwaukee County
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 480D50B2E68949A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.5

Sent: 8/20/2018
 Viewed: 8/21/2018
 Signed: 8/21/2018

Electronic Record and Signature Disclosure: Not Offered via DocuSign

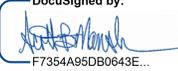
Rick Norris
 Rick.Norris@milwaukeecountywi.gov
 CBDP Director
 Milwaukee County
 Security Level: Email, Account Authentication (None)

DocuSigned by:

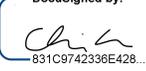
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 Signature Adoption: Pre-selected Style
 Using IP Address: 174.221.139.62
 Signed using mobile

Sent: 8/20/2018
 Viewed: 8/20/2018
 Signed: 8/20/2018

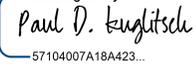
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Signer Events	Signature	Timestamp
<p>Scott B. Manske comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  F7354A85DB0643E...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.5</p>	<p>Sent: 8/20/2018 Viewed: 8/21/2018 Signed: 8/21/2018</p>

Electronic Record and Signature Disclosure:
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<p>Chris Abele, County Executive cexsignature@milwaukeecountywi.gov County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  831C9742336E428...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 204.194.251.5</p>	<p>Sent: 8/22/2018 Viewed: 8/22/2018 Signed: 8/22/2018</p>
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<p>Paul D. Kuglitsch corp counselsignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  57104007A18A423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 8/22/2018 Viewed: 8/24/2018 Signed: 8/24/2018</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/22/2018
Certified Delivered	Security Checked	8/24/2018
Signing Complete	Security Checked	8/24/2018
Completed	Security Checked	8/24/2018

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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