



SERVICE AGREEMENT

between

DEER DISTRICT LLC

and

MILWAUKEE COUNTY OFFICE OF EMERGENCY MANAGEMENT  
EMERGENCY MEDICAL SERVICES DIVISION

FOR THE PROVISION OF MEDICAL SERVICES TO  
FISERV FORUM

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

**RECITALS:**

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

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

**ARTICLE II. TERM**

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

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

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

**ARTICLE III. COUNTY RESPONSIBILITIES AND REQUIREMENTS**

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

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

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

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

- A. There are first aid rooms located within the Center on the Main Concourse and Upper Concourses. County shall be responsible for supplying and maintaining a manually operated cardiac monitor/defibrillator to be stationed in the Main Concourse and Upper Concourse First Aid Rooms.
- B. County will be responsible to provide two Automatic External Cardiac Defibrillators (AED) units for use by OEM-EMS staff to provide mobility of medical teams staging locations throughout the Center and Plaza.
- C. County will provide proper number of devices on which OEM-EMS staff can complete electronic patient care records (ePCR).
- D. County will provide an electronic safe to properly store federally controlled medications as per OEM-EMS policies.
- E. County will provide and install all equipment herein at County's sole cost and expense.

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

- A. ArenaCo will be responsible for all non-disposable equipment/supplies required to properly care for non-emergent and emergency medical patients. Such medical equipment located within the First Aid Room(s) will include but not be limited to:
1. Beds, 4 in the Main Concourse First Aid Room, 2-3 in the Upper Concourse First Aid Room.
  2. Portable suction units
  3. Portable patient transport devices
    - i. Stretcher
    - ii. Stair chair
    - iii. Wheelchairs
    - iv. Intravenous poles (2 in each First Aid Room)
  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, 6<sup>th</sup> 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;

- 292 iv. Report to County any use or disclosure of the PHI not provided for by this  
293 Agreement of which ArenaCo becomes aware;
- 294 v. Ensure that any agents or subcontractors to whom ArenaCo provides PHI,  
295 or who have access to PHI, agree to the same restrictions and conditions  
296 that apply to ArenaCo with respect to such PHI;
- 297 vi. Direct any individual requests for access to PHI to County for disclosure;
- 298 vii. Notify County of any amendments to PHI not provided by County;
- 299 viii. Make its internal practices, books, and records relating to the use and  
300 disclosure of PHI available to the Secretary of the Department of Health  
301 and Human Services for purposes of determining ArenaCo's and County's  
302 compliance with HIPAA; and
- 303 ix. At the termination of this Agreement, return or destroy all PHI received  
304 from, or created or received by ArenaCo on behalf of County, and if  
305 return is infeasible, the protections of this Agreement will extend to such  
306 PHI.
- 307 C. The specific uses and disclosures of PHI that may be made by ArenaCo on behalf  
308 of County include:
- 309 i. Review of patient care information as required for treatment, payment  
310 and health care operations.
- 311 ii. Review of patient care information as required for processing and  
312 resolving Center Incident Reports.
- 313 iii. Uses required for the proper management and administration of the  
314 Center as a business associate.
- 315 iv. Other uses or disclosures of PHI as permitted by HIPAA privacy rule and  
316 Wisconsin State Statutes.

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

#### ARTICLE X – Representations and Warranties

A. County represents, warrants, and covenants to ArenaCo as follows:

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

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

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

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

END OF TERMS - SIGNATURE PAGE FOLLOWS

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

For Deer District LLC:

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

For Milwaukee County Office of Emergency Management:

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

Corporation Counsel:

Reviewed for Execution by Corporation Counsel:

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

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**  
by CBDP Date: 8/20/2018

Risk Management:

DocuSigned by:  
**Paul Schwegel**  
by Risk Management Date: 8/21/2018

Comptroller:

DocuSigned by:



by Comptroller

Date: 8/21/2018

County Executive:

DocuSigned by:



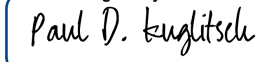
by Chris Abern, County Executive

Date: 8/22/2018

Corporation Counsel:

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

DocuSigned by:



by Corporation Counsel

Date: 8/24/2018

364





Office of Emergency Management (OEM)

Milwaukee County



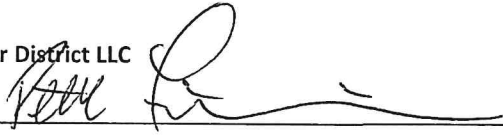
**Milwaukee County Office of Emergency Management EMS Division Agreement  
With The Deer District LLC  
Appendix "A" – Salary Fee Structure**

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**

Date: 8/22/2018

Director, OEM

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		<b>\$36.28</b>	<b>\$24.34</b>

**OEM**

Milwaukee County OEM, EMS Division  
 633 W. Wisconsin Ave. Suite 700 | Milwaukee WI 53203

## 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. <sup>1</sup>Non-Profit (No subcontract) ☐ E. Purchasing or Renewal of software license ☐  
 F. <sup>2</sup>Contract Extension/Amendment ☐ G. <sup>3</sup>Specialized ☒ H. Only one individual assigned to the contract ☐  
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities ☒ J. <sup>4</sup>Grants ☐  
 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 Narin* 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.

<b>CONTRACT FORM</b> 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
<b>Mail to:</b> 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								<b>CONTRACT TYPE</b>			
								<b>Revenue</b>			
								Professional Service - Operating			
								Professional Service - Capital			
								Purchase of Service			
Preliminary			X	Final							
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Office of Emergency Management								480		4803	
<b>VENDOR INFORMATION</b>											
VENDOR NO.				ORDER TYPE		NEW or		AMEND		CONTRACT NO.	
Not needed											
NAME OF OTHER PARTY						ADDRESS					
Deer District LLC						1543 N. 2nd Street					
" ArenaCo"						6th Floor					
						Milwaukee, WI. 53212					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date		end date		(IN MONTHS)		CHANGE		AMOUNT	
Not needed		08/01/18		10/31/18		3				Approx. \$21,000	
<b>ACCOUNTING INFORMATION</b>											
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
<b>PURPOSE OF CONTRACT</b>											
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?											
<div><div></div> If YES, give County Board File No. _____ Date Approved _____</div> <div><div>X</div> If NO, why is County Board approval not required? <u>Less than \$100,000</u></div>											
Was Contract <b>fully</b> executed prior to work being performed (all signatures received)? <div><div>x</div> YES <div></div> NO</div>											
Is Vendor a certified professional service DBE? <div><div></div> YES <div>x</div> NO</div>											
Erik Viel				8.15.2018		Interim EMS Division Director					
Prepared By				Date		Title					
DocuSigned by:				8/15/2018		Director, Office of Emergency Management					
Christine Westrich											
Signature of County Administrator				Date		Title					

## Certificate Of Completion

Envelope Id: 6DF542A08ED24330B7F6227CB9A5983B

Status: Completed

Subject: Please DocuSign: BUCKS EMS GAP AG 1684.xlsx

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Erik Viel

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Milwaukee, WI 53203

erik.viel@milwaukeecountywi.gov

IP Address: 71.82.245.95

## Record Tracking

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

Location: DocuSign

## 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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- ii. send us an e-mail to [plee@milwcnty.com](mailto: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"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP</li> </ul>

	1.1 settings via proxy connection
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\*\* 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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- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

## Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: DEER DISTRICT LLC GAP AG.pdf

Source Envelope:

Document Pages: 23

Signatures: 8

Envelope Originator:

Certificate Pages: 5

Initials: 0

Erik Viel

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

erik.viel@milwaukeecountywi.gov

IP Address: 72.128.68.115

## Record Tracking

Status: Original  
8/16/2018

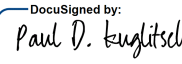
Holder: Erik Viel  
erik.viel@milwaukeecountywi.gov

Location: DocuSign

## Signer Events

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

## Signature

DocuSigned by:  
  
57104007A18A423...

## Timestamp

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

Signature Adoption: Pre-selected Style  
Using IP Address: 204.194.251.5

**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)

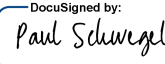
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Sent: 8/20/2018  
Viewed: 8/22/2018  
Signed: 8/22/2018

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

**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...

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

Signature Adoption: Pre-selected Style  
Using IP Address: 204.194.251.5

**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)

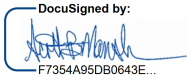
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Sent: 8/20/2018  
Viewed: 8/20/2018  
Signed: 8/20/2018

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

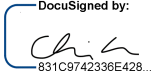
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



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

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Chris Abele, County Executive  
 cesignature@milwaukeecountywi.gov  
 County Executive  
 Milwaukee County

DocuSigned by:  
  
 831C9742336E428...

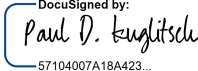
Sent: 8/22/2018  
 Viewed: 8/22/2018  
 Signed: 8/22/2018

Signature Adoption: Drawn on Device  
 Using IP Address: 204.194.251.5

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Paul D. Kuglitsch  
 corpcounselsignature@milwaukeecountywi.gov  
 Corporation Counsel  
 Milwaukee County

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 57104007A18A423...

Sent: 8/22/2018  
 Viewed: 8/24/2018  
 Signed: 8/24/2018

Signature Adoption: Pre-selected Style  
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Security Level: Email, Account Authentication (None)

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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	8/22/2018
Certified Delivered	Security Checked	8/24/2018
Signing Complete	Security Checked	8/24/2018
Completed	Security Checked	8/24/2018
Payment Events	Status	Timestamps
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"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

	1.1 settings via proxy connection
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