
MEMORANDUM OF UNDERSTANDING

BETWEEN

WISCONSIN STATE FAIR PARK BOARD

AND

THE CITY OF WEST ALLIS, WISCONSIN

This Memorandum of Understanding (MOU) is entered into as of the Effective Date set out below by and between the Wisconsin State Fair Park Board (Board) and the City of West Allis, Wisconsin (West Allis), to formalize the continuation of the provision of basic municipal services by West Allis to the Board.

RECITALS

Whereas, agencies of the state are expected to secure necessary services, such as fire protection and police services, from a single municipality to ensure timely response to emergencies and avoid duplication of effort; and

Whereas, agencies of the state shall make reasonable payments to municipalities for services directly provided by a municipality pursuant to Sec. 70.119 Wis. Stats.; and

Whereas, the Board continues to require certain basic municipal services, including police and fire protection, in order to enable it to carry out its activities;

Whereas, the Wisconsin Department of Administration has delegated to the Board the authority to negotiate the rates for said services pursuant to Sec. 70.119 Wis. Stats. (4); and

Whereas, the Board has contacted municipalities interested in providing municipal services to the entire fairgrounds; and

Whereas, West Allis has agreed to provide the required basic municipal services to the Board under the terms and conditions delineated below.

UNDERSTANDING

NOW, THEREFORE, the BOARD AND WEST ALLIS agree to the following:

1. **AUTHORITY:** This MOU is authorized by and incorporates by reference Sec. 70.119, Wis. Stats., which provides for the payments for municipal services to state agencies.
2. **EFFECTIVE DATE:** The Effective Date of this MOU shall be January 1, 2005.
3. **TERM:** The initial term of this MOU shall be for five (5) years, expiring on December 31, 2009. Subsequent one (1) year terms will be extended until terminated by the parties pursuant to the termination clause in section 7.
4. **SERVICES:** The services provided to the Board by West Allis will be full fire protection. The Board will also receive backup police protection, with primary police coverage being provided by the Capitol Police.

5. **RATE FOR SERVICES:** The fee for the calendar year 2005, which will be paid in March, 2006, is Two-hundred fifty-seven thousand one-hundred thirty dollars (\$257,130.00: \$168,524.00 for fire protection and \$88,606.00 for police services).

An additional \$30,000 will be available annually through a traffic and crowd control grant, as described in section 42.12 Wis. Stats.

This current yearly rate will be maintained for a period of five (5) years, through the calendar year 2009. The actual payment of fees will made three (3) months after year end, with the final payment of the initial term in March 2010.

The yearly fee will be renegotiated for the service year 2010. The renegotiation process will begin eighteen (18) months prior to the end of the term (July 1, 2008) and be completed twelve (12) months prior to the end of the term (December 31, 2008). The new rate will become effective for the 2010 service year, which will be paid in March 2011.

6. **SPECIAL NOTE:** The Board is currently in the process of selling the Pettit National Ice Center Building, located at 500 South 84th Street, Milwaukee, Wisconsin. When sold, the annual municipal fee will be reduced by \$64,946.00 (or a prorated portion of this amount in the year of the sale based on the date of the transaction), which represents its current portion of the annual municipal fee charge. Upon completion of the sale, the property will become private property that could be subject to property taxes. If not, State Fair Park will attempt to include a provision in the sale agreement that the new owner pay the municipality providing police and fire services to the Pettit National ice Center an annual fee equivalent to what the State would have paid in municipal fees if the property were still owned by it, or an amount that is mutually agreeable to the new owners of the Pettit National Ice Center building and the municipality providing police and fire services.

The new rate is subject to change (increase) if any new, major buildings are constructed or acquired. If the Wisconsin State Fair Park Exposition Center ceases to exist as a separate legal entity and becomes a component of State Fair Park, State Fair Park's municipal fees will increase to the extent pilot fees have been previously agreed to by the city of West Allis and the Wisconsin State Fair Park Exposition Center.

The Milwaukee Mile will not affect the rate during the five (5) year term of the agreement. If land adjacent to the Milwaukee Mile is developed by a private party, the destruction of the buildings now on the property will not trigger a reduction in the municipal fee rate during the term of the agreement.

State Fair Park will submit a building inventory and values annually to the city of West Allis. In addition, State Fair Park will provide the effective rate used by the State to determine municipal fees.

7. **TERMINATION:** Either party upon at least twelve (12) months notice to the other party may terminate this MOU. To avoid confusion, the intent is to provide notice no later than December 31st, with an understanding that the agreement will end twelve months later on December 31 of the following year. This period will coincide with the city of West Allis' budget cycle and a typical one-year contract period for municipal services.

8. **AMENDMENT:** This MOU may be and can only be amended in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this MOU.

WISCONSIN STATE FAIR PARK BOARD

CITY OF WEST ALLIS, WISCONSIN

By: _____
Craig Barkelar, Deputy Director

By: _____

Date: _____, 2005

Date: _____, 2005