

## **EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT to provide emergency medical services ("Agreement") is entered into under Wis. Stat. § 66.0301 by and between the City of West Allis, Wisconsin (the "City"), a municipal corporation, and the Wisconsin State Fair Park Board, West Allis, Wisconsin (the "Board"), a state agency created under Wis. Stat. § 15.445(4).

### ***RECITALS***

**WHEREAS**, the City, through the West Allis Fire Department ("WAFD"), has submitted to the Board a plan to provide emergency medical services for the Wisconsin State Fair during the 2024 season; and

**WHEREAS**, the Board finds that the intergovernmental procurement of emergency medical services from the City during the Wisconsin State Fair is favorable to the State and all participants in the Wisconsin State Fair; and

**WHEREAS**, the City finds that providing emergency medical services through this Agreement during the Wisconsin State Fair is favorable for the City and all participants in the Wisconsin State Fair; and

**NOW, THEREFORE**, in consideration of these premises the parties hereby mutually agree to the terms and conditions set forth below.

4. **TERM.** The provisions of this Agreement shall apply for the following events in 2024:
  - a. The Wisconsin State Fair is held at the Wisconsin State Fair Park ("WSFP"), typically held annually during the month of August.
  - b. Harvest Fest held at the WSFP, typically held annually during the last weekend of September.
  - c. The Cream Puff 5K Run held at the WSFP, typically held annually with the date to be determined.
2. **PAYMENT.** For the 2024 season, the Board shall remit to the City an annual payment of One Hundred Fifty-Five Thousand Five Hundred and Forty-Eight Dollars (\$155,548) for the furnishing of equipment, materials, and services described herein. The payment shall be made in full no later than November 30 of the year in which the services were provided by submitting such a timely payment to the City treasurer.
3. **SERVICES PROVIDED BY CITY.**
  - a. **Wisconsin State Fair.** The City shall provide emergency medical services, as

described in this section, between 9:00 AM and up to 30 minutes following event close for the eleven (11) days of the Wisconsin State Fair. Unless otherwise specified below, the City may provide such services using WAFD personnel, Milwaukee County Office of Emergency Management (OEM) personnel, or personnel from any other governmental agency whom have received equivalent training and hold equivalent certifications. The services provided shall be:

- i. **Operations/Dispatch.** One WAFD personnel with a rank of lieutenant or higher shall be dedicated as operations/dispatch.
  - ii. **First Aid/Triage.** One (1) personnel shall be dedicated as First Aid/Triage.
  - iii. **First Response.** Two (2) to six (6) personnel shall be dedicated as basic life support first response within WSFP, the actual number of which shall be determined at the discretion of the Operations/Dispatch personnel.
  - iv. **Basic Life Support Transport.** Two (2) to four (4) personnel shall be dedicated as basic life support transport and shall utilize an ambulance. Basic life support personnel may be staged in WSFP or within the area around WSFP. The actual number of which shall be determined at the discretion of the Operations/Dispatch personnel.
- b. **Harvest Fest.** The City shall provide emergency medical services, as described in this section, for the three (3) days of Harvest Fest. from 4:00 p.m. to 11 p.m. on Friday, 9:00 a.m. to 11:00 p.m. on Saturday, and 9:00 a.m. to 5:00 p.m. on Sunday. Unless otherwise specified below, the City may provide such services using WAFD personnel, Milwaukee County Office of Emergency Management ("OEM") personnel, or personnel from any other governmental agency whom have received equivalent training and hold equivalent certifications. The services provided shall be:
- i. **Basic Life Support Transport.** Two personnel shall be dedicated as basic life support transport and shall utilize an ambulance. Basic life support personnel may be staged in WSFP or within the area around WSFP.
- c. **Cream Puff 5K Run.** The City shall provide emergency medical services, as described in this section, for two (2) hours during the Cream Puff 5K run held annually on a date to be determined. Unless otherwise specified below, the City may provide such services using WAFD personnel, Milwaukee County Office of Emergency Management ("OEM") personnel, or personnel from any other governmental agency whom have received equivalent training and hold equivalent certifications. The services provided shall be:

- i. **Basic Life Support Transport.** Two personnel shall be dedicated as basic life support transport and shall utilize an ambulance. Basic life support personnel may be staged in WSFP or within the area around WSFP.
  - d. **Additional Fair Park Events.** The City, with a minimum 90-day notice and when staff is available, agrees to provide to the Board, at additional cost, EMS services that require emergency medical services in the table outlined below.
4. **OPERATIONS/DISPATCH STAFFING DECISIONS.** The operations/dispatch personnel shall determine, within the range provided above, the number of first response personnel and basic life support transport personnel necessary to properly staff the Wisconsin State Fair. The operations/dispatch personnel may exercise discretion to increase or decrease first response and/or basic life support transport personnel based on the current or anticipated future demand for such services at WSFP.
5. **MATERIALS AND EQUIPMENT PROVIDED BY CITY.** The City shall provide materials and equipment to support emergency medical services operations, as described in this Agreement, for the Wisconsin State Fair. Unless otherwise specified below, the City may utilize materials and equipment owned by WAFD, OEM, or any other governmental agency that can provide such materials or equipment. The equipment provided by the City shall be:
- a. **First Response Vehicle.** One to three ATV style ambulance vehicles shall be properly staffed and equipped to function as needed for basic life support.
  - b. **Ambulance.** One to two transporting ambulance vehicles shall be properly staffed and equipped to function for basic life support transport.
  - c. **Necessary Items.** Any and all items necessary for performing operations/dispatch, first aid/triage, first response, and basic life support transport and not provided by the Board under Section 6.
6. **PERSONNEL AND ITEMS PROVIDED BY BOARD.** The Board shall provide personnel and items to support emergency medical services operations, as described in this Agreement, for the Wisconsin State Fair. The items provided by the Board have a value of \$28,725. The personnel and items provided by the Board shall be:
- a. **First Aid Trailer, Tent, and Accessories.** One first aid station trailer, a sufficient parking space within the park for the trailer, a tent at least 30 feet by 30 feet and large enough to protect the required first response vehicles from the weather, a phone line, a 60-amp electrical service connection, water

supply, sunscreen and a dispenser located outside of the first aid station trailer, and an ADA ramp and signage bearing appropriate branding inclusion.

- b. **Interior Parking Spaces.** Two parking spaces within the park measuring at least 16' for ambulances, one parking space measuring at least 32' for a fire truck.
- c. **Parking Permits.** Eight Lot Z permits for vehicles under 16' for staff personal vehicles, four Auxiliary Vehicle permits for ATV/Mini-Ambulances.
- d. **Admission Credentials.** Fifteen (15) park admission credentials for staff.
- e. **Bicycle First Responders.** At least four (4) first aid providers per day for each day of the Wisconsin State Fair. Each first responder shall be equipped with a bicycle and be equipped with necessary items to perform patient assessment.

7. **OTHER SPECIAL EVENTS WITHIN STATE FAIR PARK.** For special events held at the State Fair Park Grounds that may occur throughout the calendar year but not addressed above in this agreement, the City may be asked to provide the following resources. at the hourly rates identified below in table 1. If more resources are needed to protect a special event than the City can provide OR the City elects to not provide services for special events not originally covered or addressed in this agreement, the Board shall have the responsibility of locating and contracting additional resources (i.e. private ambulance company, other fire departments). For any special event that the City agrees to staff, if two or more EMS and/or fire suppression units are needed, one West Allis Fire Department Incident Command Unit is required to oversee the incident acting as Incident Commander, and shall be included when calculating billable hours. This applies to all EMS units, whether supplied by the City or by other means. If the Board requires training for specific special events prior to the start of the event, the City shall be reimbursed an hourly rate outlined below in table 1, per West Allis employee required to attend such training. Prior to the commencement of special events training the City agrees to provide a non-binding cost estimate of training to the Board for approval.

**TABLE 1:**

Resource Type	2024	2025	2026
EMS Transport Unit (2 personnel)	\$275.00/hour	\$286.00/hour	\$298.00/hour
Fire Engine (4 personnel)	\$400.00/hour	\$416.00/hour	\$433.00/hour
Incident Command Unit (1 personnel)	\$100.00/hour	\$104.00/ hour	\$109.00/hour
Hourly Training Rate	\$50.00/hour	\$52.00/hour	\$55.00/hour

8. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. The Crowd and Traffic Control Services Agreement, and Fire Prevention and Inspection Agreement entered into by the parties under Wis. Stat. § 42.12 are separate and distinct agreements and not superseded by this Agreement. Each party acknowledges that the other party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the party or parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.
9. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
10. **SIGNATORIES AUTHORIZED.** The Common Council of the City and the State Fair Park Board have authorized the execution of this Agreement between the parties by their respective signatories.

IN WITNESS WHEREOF, the City and the Board have executed this Agreement.

CITY OF WEST ALLIS

WISCONSIN STATE FAIR PARK BOARD

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor, City of West Allis

Title: CEO, Wisconsin State Fair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

