

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 2019 and 2020 seasons; 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.

1. **TERM.** The provisions of this Agreement shall apply for the 2019 and 2020 Wisconsin State Fair held at the Wisconsin State Fair Park ("WSFP"), currently scheduled for August 1 to August 11, 2019, and August 6 to August 16, 2020, respectively.
2. **PAYMENT.** The Board shall remit to the City an annual payment of One Hundred Thousand Dollars (\$100,000) for the furnishing of equipment, materials, and services described herein. Each payment shall be made in full no later than November 30 of the year in which the services were provided by submitting such timely payment to the City Treasurer.
3. **SERVICES PROVIDED BY CITY.** The City shall provide emergency medical services, as described in this section, between 9:00 AM and 12:00 AM for the eleven (11) days of the 2019 and 2020 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:
 - a. **Operations/Dispatch.** One WAFD personnel with a rank of lieutenant or higher shall be dedicated as operations/dispatch.
 - b. **First Aid/Triage.** One personnel shall be dedicated as First Aid/Triage
 - c. **First Response.** Two to six 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.
 - d. **Basic Life Support Transport.** Two to four personnel shall be dedicated as basic life support transport and shall utilize an ambulance, the actual number of which shall be determined at the discretion of the Operations/Dispatch personnel. Basic life support personnel may be staged in WSFP or within the area around WSFP.
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 dates and times outlined in Sections 1. and 3. 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. **ITEMS PROVIDED BY BOARD.** The Board shall provide items to support emergency medical services operations, as described in this Agreement, for the dates and times outlined in Sections 1. and 3. The items provided by the Board have a value of \$28,725. The 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 large enough to protect the required first response vehicles from the weather, a phone line, a 60-amp electrical service connection, water supply, 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 park admission credentials for staff.
7. **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.
8. **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.
9. **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

By: Don Reind

Title: Mayor

Date: 5/28/19

WISCONSIN STATE FAIR PARK BOARD

By: Kathleen O'Searain

Title: CEO, Wisconsin State Fair

Date: 5/30/19