

2010-2014  
AGREEMENT

THIS AGREEMENT is entered into 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 Section 15.87, Wis. Statutes.

WITNESSETH:

WHEREAS, the City has submitted a plan to the Board for the services related to the Crowd and Traffic Control Services Grant under Section 42.12, Wisconsin Statutes, and

WHEREAS, 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;

NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree as set forth in the following pages, exhibits and schedules which are annexed hereto and made a part hereof.

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

CITY OF WEST ALLIS

WISCONSIN STATE FAIR PARK BOARD

By: Dan Devine

By: Richard J. ...

Title: Mayor

*Executive Director*  
Title: Chairman, State Fair Park Board

Date: 7/26/10

Date: 8-19-10

ATTACHMENTS:  
2010-2011 Plan

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## STANDARD FORM OF AGREEMENT

### SECTION 1 - BASIC SERVICES

#### 1.01 SERVICES

A. The services of City to be provided under this Agreement are listed in Exhibit A, 2010-2014 Plan for the State Fair Park Crowd and Traffic Control Services Grant, attached hereto and made a part of this Agreement by reference.

B. Payment for services shall be made in accordance with Section 2 of this Agreement.

### SECTION 2 - PAYMENT

#### 2.01 BASIC SERVICES

A. The Board shall pay City for the services rendered under Section 1 and Exhibit A on the basis of a fixed price contract of \$30,000 payable as described in Section 2.02 below.

#### 2.02 TIME OF PAYMENT

A. \$30,000 no later than March 31 in each of the years of 2011, 2012, 2013, and 2014.

### SECTION 3 - TIME OF PERFORMANCE

#### 3.01 COMMENCEMENT OF WORK

A. It is recognized that the City commenced work under this Agreement on July 1, 2010.

#### 3.02 COMPLETION OF WORK

A. City shall complete the work to be performed under this Agreement by June 30, 2014.

## GENERAL CONDITIONS

### 1. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin. Both parties shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this Agreement.

### 2. DISPUTE RESOLUTION

In the event a dispute arises under this Agreement, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision, each party shall have five working days to notify the other as to the name and address of the person designated to hear the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten working days to appoint a mutually acceptable third person to hear the dispute and to agree on a time and location to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering information and hearing the dispute.

### 3. ENTIRE AGREEMENT; AMENDMENTS

This Agreement, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement between the parties, and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this Agreement, signed by both parties prior to the ending date of this Agreement.

### 4. LIABILITY

Each party is responsible for the acts of its own employees subject to liability as provided by Sections 893.80 and 895.46, Wis. Stats. Therefore, its employees will be liable for their acts under these provisions and will not be acting on behalf of or as agents.

### 5. REPORT AND DOCUMENTATION REQUIREMENTS

The City will meet and participate in evaluation sessions, as needed.

The City will prepare such reports on the plan as required by the Board. Said reports shall be submitted to the State Fair Park Board as specified.

6. NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this Agreement does not constitute a waiver of any of the provisions of this Agreement or a waiver of any default of the other party.

7. OWNERSHIP OF DOCUMENTS

Upon completion of the services provided for in this Agreement, or upon payment for services, all specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the Board.

8. PERIOD OF AGREEMENT

This Agreement shall commence upon its signing by both parties and shall follow the time period herein, during which period all performance as described in this Agreement shall be fully completed to the satisfaction of the Board.

9. SURVIVAL

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

10. SUCCESSORS

Both parties bind themselves, their successors and legal representatives to the other party to this Agreement and to the successors and legal representatives of the other party with respect to all covenants of this Agreement.

11. TITLES

The headings or titles of Sections of this Agreement are used for convenience and ease of reference and are not intended to limit the scope or intent of the Sections.

12. ACCESS TO RECORDS

The City agrees to maintain for inspection by the Board all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the life of the Agreement and for three (3) years from the date of final payment under the Agreement, and to furnish copies thereof if requested.

13. NONDISCRIMINATION

Both parties agree to comply with all applicable federal, state and local nondiscrimination laws, rules and regulations which require each not to discriminate against individuals on the basis of race, religion, color, national origin, age, sex, marital or veteran's status, disability or any other legally protected status.

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EXHIBIT "A"

**STATE FAIR PARK  
CROWD AND TRAFFIC CONTROL  
SERVICES GRANT**

2010-2014 PLAN

City of West Allis  
7525 West Greenfield Avenue  
West Allis, Wisconsin 53214  
(414) 302-8200

**STATE FAIR PARK  
CROWD AND TRAFFIC CONTROL  
SERVICES GRANT**

**(2010-2014 PLAN)**

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**STATE FAIR PARK  
CROWD AND TRAFFIC CONTROL  
SERVICES GRANT**

**(2010-2014 PLAN)**

**I. BACKGROUND**

In 1991, Senate Bill 483, which became Wisconsin Act 269, created Section 42.12, Wisconsin Statutes, to provide a Crowd and Traffic Control Services Grant Program for the City of West Allis. Among other details, Section 42.12 provided for the following:

- A. Beginning July 1, 1992, in each fiscal year, the State Fair Park Board may award a grant not to exceed \$35,000 to be used for crowd and traffic control services related to events held at State Fair Park. This original law was subsequently amended in June 2000 to eliminate the limit on the amount.
- B. The State Fair Park Board may not award such a grant unless all the following conditions are met:
  - 1. The City must submit a plan to the State Fair Park Board detailing the proposed use of the grant.
  - 2. The State Fair Park Board approves the plan.
  - 3. The City of West Allis enters into a written agreement with the State Fair Park Board to comply with specified conditions.
  - 4. The City of West Allis must submit a final report to the State Fair Park Board within six months after the funds are expended. The final report must detail the use of the proceeds of the grant.
- C. In late 2005, the City and the Fair Park negotiated a five year Memorandum of Understanding concerning the annual Payment for Municipal Services covering the entire Fair Park area.

**II. WORK PLAN**

The following plan explains in detail by City department the proposed services that will be provided using the grant. The assumption made in describing the proposed use of this grant is that these services are supplemental to the routine services provided to the State Fair Park and its buildings during any period of time when no event is underway. In other words, these services are unique to the additional work effort required by the City on weekends and other time periods



when events are, in fact, taking place. The specific services in each function are a result of the additional crowds and vehicular traffic that come about as a result of the events taking place at State Fair Park. Included within this context are inspectors which provide for the safety of traffic and people. By providing a safe environment for both, advanced planning is undertaken for safe handling and movement in the event of an emergency condition.

General financial support to the City for services provided to State Fair Park during non-event periods of time is generally reimbursed to the City through the Annual Payment for Municipal Services (PMS). This grant specifically provides reimbursement for the City people, equipment, and materials involved in providing services for City activities related to the additional crowds and vehicular traffic that come about during event periods of time.

This grant from the State Fair Park Board to the City of West Allis for additional crowd and traffic control services rendered is of mutual benefit to both organizations. The State Fair Park Board will make this grant to the City which will enhance the operations of the State Fair Park and provide financial resources to the City for the crowd and traffic control services described below.

A. PUBLIC WORKS DEPARTMENT

1. Maintain and clean streets and boulevards around State Fair Park through pick up and sweeping of sidewalks, streets, and right of ways of refuse, litter, and debris left by crowds as they attend events.
2. Implement Traffic Management Plan by providing adjustments to traffic operations (signalization, signage, channelization, and parking control) to aid traffic flow and minimize congestion.

B. ENGINEERING DEPARTMENT

Prepare Traffic Management Plan for implementation by the Public Works Department and Police Department to expedite traffic flow and crowd movement.

C. POLICE DEPARTMENT

1. Implement traffic management plan by providing parking and traffic control assistance to benefit circulation around State Fair Park.
2. Provide police and investigative services to maintain a safe environment in the State Fair Park area before, during, and after events for the crowds of people coming and going.

3. Prepare crowd evacuation plans at State Fair Park and assist State Fair Park in executing them in the event of a fire, disaster, or crime/security incident.
4. Provide information to the crowds of event visitors as to City and other services and facilities available in and around the State Fair Park.

D. FIRE DEPARTMENT

1. **Operations:**

- A. Response to all emergency and non-emergency requests within the State Fair Park.
  - i. Provide staffing for all emergency responses during events (i.e., fires, natural gas leaks, gasoline spills, people trapped in elevators, power failures).
  - ii. Provide staffing for all non-emergency responses during events.
  - iii. Review of reports generated on all responses to State Fair Park.
- B. Provision of fire investigators for all reported fires during events.
  - i. Coordination of fire investigation with Capitol Police and State Fire Marshal's Office.
  - ii. Meet with insurance company representatives and State Risk Management personnel.
- C. Provision of:
  - i. Staffing of equipment at the State Fair and other large events.
  - ii. Review of reports generated during these events.
- D. Coordinate the activation of the State Fair Park Fire Station.
  - i. Coordinate with State Fair Park for services, utilities, and access for the State Fair.
  - ii. Supervise the set-up and breakdown of the station and station supplies.
  - iii. Meet with Capitol Police to coordinate services.
- E. Coordinate pre-plan response and access to fire protection devices during events.
  - i. Inspection of grounds to ensure access to hydrants and fire department connections.
  - ii. Inspection of roadways for access by fire department equipment and emergency medical services.
  - iii. Flush and record hydrant pressures and volumes throughout the grounds prior to State Fair.

- F. Meet with State Fair Park staff to ensure all operational issues are addressed.
  - i. Coordinate pre-event meeting prior to State Fair.
  - ii. Report major operational problems encountered during State Fair or other special events.
  
- G. In 2005, the State Fair discontinued reimbursement for on-site fire protection. This on-site protection included advanced life support and inspection services. The City continued the on-site activity as a matter of public safety for the duration of the State Fair.

2. **Emergency Medical Services:**

- A. Staffing of EMS units for major/special events.
  - i. Recruit and schedule staff for additional EMS units that are needed at special events.
  - ii. Schedule and assign existing units, if adequate for special event.
  - iii. Review of EMS reports generated during special event.
- B. Review, revise, and submit special event plan to Milwaukee County EMS Council and Medical Director.
  - i. Meet with special event sponsor to determine what and how many EMS resources will be needed/requested.
  - ii. Review, revise, and approve or deny special event EMS plans submitted by other EMS providers.
- C. Coordinate the acquisition of additional EMS equipment and supplies needed for special event.
  - i. Create specifications for EMS supplies that will be needed for special event.
  - ii. Obtain the necessary equipment needed for the event.
- D. Pre-event meeting with special event sponsor.
  - i. Pre-plan event and identify any areas of concern.
  - ii. Meet with any other agencies involved in emergency management of special event (Capitol Police, Sanctioning Body, and/or other EMS providers).
- E. On-site supervision of EMS units/crews at special event.
- F. Post-event meeting and review.
  - i. Meet with the event sponsor and review event based upon services provided, EMS utilization and proposed changes for future events.
  - ii. CQI review of all EMS reports generated at event.

3. **Fire Prevention:**

- A. Conduct fire inspections of facilities and equipment on the grounds to provide a safe environment for the crowds of people attending events.
  - i. Review and approve floor plans for events located within buildings located within State Fair Park.
  - ii. Daily inspection of events for compliance with State Fire Codes.
  - iii. Conduct fire inspections of vehicles and equipment displayed within buildings within State Fair Park.
  - iv. Review and approve all hazardous displays, to include and not limited to fireworks or pyrotechnics.
  - v. Inspection of all tents used within the State Fair Park.
  - vi. Assist and review building evacuation plans prepared by State Fair Pak Staff.
- B. Review and approve construction, sprinkler, fire alarm, and fire protection plans for buildings under construction/remodeling at State Fair Park.
  - i. Attend pre-construction and construction meetings with architects and contractors for projects, as needed.
  - ii. Conduct site inspections of fire protection equipment and devices.
  - iii. Witness necessary tests required for fire protection systems and devices.
- C. Coordination and supervision of Fire Department personnel interaction with State Fair Park.
  - i. Assignment of Bureau of Fire Prevention personnel to events.
  - ii. Review of reports generated regarding event.
  - iii. Interaction with State Fair Park staff regarding reports/ violations.

4. **Training:**

- A. Develop training classes relating to State Fair Park events.
  - i. Pre-fire plan building, gate, and street locations with State Fair Park.
  - ii. Review of Department policy on State Fair fire operations.
  - iii. Develop alternate response routes based upon State Fair Park events and increased traffic flow/congestion.
  - iv. Pre-incident planning of new construction or major renovation projects.

- B. Assist and review emergency plan prepared by State Fair Park staff for special rides/attractions.
  - i. Develop and review operating guideline for high angle rescue (use with Sky Glider).
  - ii. Practical training of personnel on high angle rescue at State Fair Park.
- C. Supervision and assignment of training activities at State Fair Park.
  - i. Assignment of personnel for training sessions.
  - ii. Documentation of personnel attending training.
  - iii. Reporting of activities at State Fair Park.

E. BUILDING INSPECTIONS DEPARTMENT

- 1. Conduct requested inspections by Dept. of Commerce, Building & Safety Division, West Allis Fire Dept. or others of building, plumbing, electrical, heating, and air conditioning systems and associated equipment in buildings and other facilities at State Fair Park to provide a safe environment for persons attending events throughout the year.
- 2. Review private properties adjacent to the State Fair Park during State Fair Week and racing events for public safety concerns, i.e., parking vehicles onto public sidewalks; RV trailer sanitary discharges.

F. HEALTH DEPARTMENT

- 1. Maintain and inspect for proper licensing, vendors outside Fair Park serving the Park visitors as they come and go.
- 2. Provide information and referrals to patrons and vendors as to noise and health considerations.
- 3. Investigate communicable disease reports.

III. CONTRACT

- A. Time Period: July 1, 2010 - June 30, 2014
- B. Funding and Resources
  - 1. Fixed Price Cost (Total of \$30,000).
  - 2. Staffing Commitments (Public Works, Engineering, Police, Fire, Building Inspections, and Health Departments).