

# 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 2022 and 2023 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 following events in 2022 and 2023:
  - a. The Wisconsin State Fair held at the Wisconsin State Fair Park ("WSFP"), typically held annual 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 2022 season, the Board shall remit to the City an annual payment of One Hundred Eight Thousand Dollars (\$108,000) for the furnishing of equipment, materials, and services described herein. For the 2023 season, the Board shall remit to the City an annual payment of One Hundred Sixteen Thousand Six Hundred Forty Dollars (\$116,640) 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.**
  - a. **Wisconsin State Fair.** 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 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 personnel shall be dedicated as First Aid/Triage
    - iii. **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.
    - iv. **Basic Life Support Transport.** Two to Four 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,



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

WISCONSIN STATE FAIR PARK BOARD

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

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

Title: Mayor

Title: CEO, Wisconsin State Fair

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

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