

12.



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2010-0177

Resolution

Introduced

Resolution authorizing the Fire Chief to enter into an Agreement between the City of West Allis and Wisconsin State Fair Park regarding Paramedic Ambulance/Fire Engine Stand-By Services at Milwaukee Mile Events for 2010.

Introduced: 8/3/2010

Controlling Body: Administration & Finance
Committee

COMMITTEE RECOMMENDATION

adoption

ACTION DATE: AUG 03 2010	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak				
			Czaplewski				
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
			Vitale				✓
			Weigel				
			TOTAL	4			1

SIGNATURE OF COMMITTEE MEMBER

Kurt Kopplin

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

ADOPT

ACTION DATE: AUG 03 2010	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale				✓
			Weigel	✓			
			TOTAL	9			1

Chief Hook

STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

ADMINISTRATION & FINANCE

Chair: Kurt E. Kopplin
Vice-Chair: Vincent Vitale
Thomas G. Lajsic
Richard F. Narlock
Rosalie L. Reinke

PUBLIC WORKS

Chair: Gary T. Barczak
Vice-Chair: Martin J. Weigel
Michael J. Czaplewski
Daniel J. Roadt
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Richard F. Narlock
Kurt E. Kopplin
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LICENSE & HEALTH

Chair: Michael J. Czaplewski
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Daniel J. Roadt
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Kurt E. Kopplin
Richard F. Narlock
Vincent Vitale

Chief Hook



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0177

Final Action:

Sponsor(s): Administration & Finance Committee

AUG 03 2010

Resolution authorizing the Fire Chief to enter into an Agreement between the City of West Allis and Wisconsin State Fair Park regarding Paramedic Ambulance/Fire Engine Stand-By Services at Milwaukee Mile Events for 2010.

WHEREAS, the City of West Allis ("City"), acting through its Fire Department, has available the necessary personnel, equipment and medical direction to coordinate and provide Paramedic Ambulance, Fire Engine and Emergency Operations Center rescue services; and,

WHEREAS, the Wisconsin State Fair Park is engaged in various racing events and racing equipment testing events throughout the year; and,

WHEREAS, the events will take place within the boundaries of Milwaukee County, specifically within the West Allis City limits; and,

WHEREAS, in the course of performing these events, the Wisconsin State Fair Park recognizes that there is a possibility of an accident, fire or explosion requiring emergency mitigation, rescue and treatment; and,

WHEREAS, the Wisconsin State Fair Park has exercised its authority by legal contract to authorize the City to operate within any area of the Milwaukee Mile Speedway performing Paramedic Ambulance, Fire Engine and Emergency Operating Center rescue services; and,

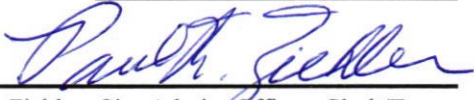
WHEREAS, the Wisconsin State Fair Park and the City are desirous of entering into a written agreement for the provision of Paramedic Ambulance, Fire Engine and Emergency Operating Center rescue services by the City's Fire Department at Milwaukee Mile Events for 2010; and,

WHEREAS, the West Allis Board of Fire and Police Commissioners approved the Fire Department's participation as the provider of Paramedic Ambulance, Fire Engine and Emergency Operating Center rescue services at their regular meeting of July 15, 2010

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Fire Chief is hereby authorized and directed to execute the aforesaid Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to make such substantive changes to the Agreement as are needed to protect the City's best interests.

ADOPTED AUG 03 2010



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 8/6/10



Dan Devine, Mayor

**AGREEMENT
CITY OF WEST ALLIS AND WISCONSIN STATE FAIR PARK
PARAMEDIC AMBULANCE/FIRE ENGINE STAND-BY
MILWAUKEE MILE EVENTS FOR 2010**

THIS AGREEMENT made and entered into as of the date signed below by the respective parties, by and between WISCONSIN STATE FAIR PARK, hereinafter called "WSFP" and the CITY OF WEST ALLIS FIRE DEPARTMENT, a municipal corporation, hereinafter called "WAFD".

WHEREAS, WSFP has requested the WAFD to be on stand-by for the purpose of providing advanced life support services (ALS) as well as fire related response services during specified hours of racing events at the Milwaukee Mile Speedway located at Wisconsin State Fair Park in West Allis, WI and WAFD has agreed to perform such service.

NOW, THEREFORE, it is hereby agreed as follows:

1. DESCRIPTION, TYPE AND MANNER OF SERVICE TO BE PERFORMED.

A. WAFD shall provide emergency response teams and vehicles, including but not limited to, paramedic ambulances and single or multiple person fire engines in a manner as agreed upon in advance by the parties to be present at the Milwaukee Mile Speedway during racing and other specified events as requested by WSFP. The primary function of the paramedic unit shall be the performance of advanced life support services in response to medical emergencies related to auto racing. In the event that a medical emergency occurs in the grand stand or other areas of the Milwaukee Mile grounds, the paramedic ambulance may also be requested to respond. The single and multiple person fire engines shall be equipped for, and be responsible for, pressurizing pre place hose lines and response to "infield/pit row" firefighting needs, respectively. Minor first aid and re-hydration will not be a primary function of these units.

B. The WAFD will also provide the additional service of participating in an Emergency Operating Center, hereinafter called "EOC", on the Milwaukee Mile Raceway grounds when requested in advance of the event by WSFP. The EOC representative shall be an Officer of the WAFD and said Officer will be responsible to coordinate/command all fire service functions of an incident as part of a unified command system.

C. In the event a situation arises whereby WAFD can only furnish a lesser number of emergency response vehicles than what is requested by WSFP for a particular event due to service breakdown of other vehicles or for any other reason, the City shall provide as much verbal notice as possible to WSFP and it shall be WSFP's sole responsibility to make alternative plans if additional emergency response vehicles are actually required on site. WAFD agrees to work with WSFP in securing additional emergency response vehicles from another neighboring fire department but the sole responsibility for obtaining said additional vehicles shall be the responsibility of WSFP.

2. TERM.

The term of this agreement shall commence May 1, 2010, and shall continue through December 31, 2010, unless and until terminated as provided in Paragraph 9 of this Agreement. A New and/or revised Agreement will be signed for the next race year should the parties want services to extend beyond the term of this Agreement.

3. BILLING RATES, COMPENSATION AND COLLECTIONS.

A. 2010 Billing.

For calendar year 2010, WSFP shall pay \$198.00 per hour for a four (4) person fire engine, \$56.00 per hour for a single person fire engine, \$73.00 per hour for the EOC operator and \$94.00 per hour for a two (2) person paramedic unit (EMS). Said rates are subject to change in the event that WAFD incurs significant operational changes within its department. In the event of a rate change, WAFD will notify WSFP of said change in writing at least fifteen (15) days prior to the change at which point WSFP may terminate this Agreement in accordance with Paragraph 9 or do nothing and have deemed to accept said changes as stated by WAFD.

Billed time will commence thirty (30) minutes prior to the start of standby and end thirty (30) minutes after the termination of standby, which is to coincide with the starting and ending times of the racing event.

B. Payment for Services.

WSFP shall pay the cost of an event within 30 days of billing by WAFD. Failure of WSFP to make payment as required herein shall, in addition to all other legal and equitable remedies, be grounds for WAFD to refuse to provide additional services as contemplated herein.

4. CANCELLATION.

A three-hour minimum will be charged by WAFD if the event is not cancelled at least twelve (12) hours before the scheduled start time. WAFD will not bill WSFP for scheduled standby when races are cancelled at least twelve (12) hours prior to the scheduled standby time. Pre-race cancellations shall be made by calling Assistant Chief Steve Bane at 414-302-8910 (office) or 414-881-4313 (cell). In the event Assistant Chief Steve Bane is not available, WSFP shall call 414-302-8000 and ask for the Battalion Chief in command at said time to cancel any race event.

5. HOLD HARMLESS CLAUSE.

A. The WAFD will indemnify and hold WSFP harmless from all liabilities, judgments, costs, damages and expenses, including without limitation, consequential damages, which may accrue against, be charged to, or recovered from WSFP by reason of or on account of damage to the property of, injury to, or death of any person arising from WAFD's performance of its duties under this Agreement. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses and immunities contained within federal law or Wisconsin law, including (without limitation) those contained within Wisconsin statutes sections 893.80 and 345.05. To the extent that indemnification

is available and enforceable, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

B. The State of Wisconsin agrees to save WAFD harmless to the extent provided under ss.893.82 and 895.46, Wis. Stats., for any and all damages, expenses, and third party claims where such damage or injury was a result of the negligent acts or omissions of the State of Wisconsin's officers, employees or agents.

6. INSURANCE.

A. WAFD shall furnish WSFP with a certificate of insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:

- 1) Workers Compensation – Statutory – in compliance with the Compensation Law of the state.
- 2) Commercial/General Liability Insurance with a minimum limit of \$1M Combined Single Limit for Bodily Injury and Property Damage Liability.
- 3) Automobile Liability Insurance covering the vehicles with a minimum limit of \$1M Combined Single Limit for Bodily Injury and Property Damage Liability.

B. WSFP shall furnish WAFD with details of insurance or self-insurance coverage including the following:

1) WORKER'S COMPENSATION INSURANCE

Workers Compensation – Statutory – in compliance with the Compensation Law of the state.

2) GENERAL LIABILITY INSURANCE

Wis. Stats., s. 20.505(2)(k) provides funds to pay for costs incurred by the State's Self-funded Liability Program as a result of liability claims brought against State officers, employees and agents whose negligent acts while acting within the scope of their employment result in bodily injury or property damage to a third party. WSFP shall provide WAFD proof of liability insurance or self-insurance through participation in the State of Wisconsin Self-Funded Liability Program.

7. MISCELLANEOUS.

A. Participants in this plan agree not to bill each other for transportation of patients to receiving hospitals. Specifically, transport agencies will bill only the patient, the patient's health care insurance provider or the Organization sanctioning the event should the patient be covered by a contractual Agreement between WSFP and the sanctioning Organization which is the usual and customary practice regarding injuries sustained by race car drivers. In such instances where a transport agency

proposes billing the Organization sanctioning the event, said transport agency will contact and discuss the same with WSFP prior to billing the Organization sanctioning the event. No EMS transport agency will bill the West Allis Fire Department, West Allis Police Department, Wisconsin State Fair Park Police, State Fair Park or its Board of Directors, or any other agency unless that transport is for the care and treatment of an employee of the specific agency. In these cases, the transport agency will verify that the patient was an employee performing in his/her assigned employment role prior to the submission of any bill for service.

B. In the event that any equipment belonging to WAFD is provided gratuitously to WSFP or anyone acting under its authority for use during a racing event, WAFD is not responsible for any damages caused by the manner of use of said equipment or caused by a defect in the equipment or the failure of the equipment to perform in its proper and useful manner.

C. WSFP agrees to reimburse WAFD for the costs of supplies used by WAFD in carrying out its duties under this Agreement. Said costs to be itemized on the Billing Invoices as stated in Paragraph 3(A) of this Agreement.

D. WSFP shall provide meals free of charge to WAFD personnel, who are present at the Milwaukee Mile performing duties under this Agreement for four (4) hours or more. Failure of WSFP to provide said meals shall result in a one (1) hour cessation of the event to allow for WAFD personnel to obtain and eat a meal.

E. WSFP shall provide the use of the Milwaukee Mile Facility to the City of West Allis for the City's Independence Day festivities free of charge.

8. NOTICES.

Any written notice required to be sent by this Agreement shall be sent to the following:

WSFP: Wisconsin State Fair Park
Attn: Andrew Schmidt
640 South 84 Street
West Allis, WI 53214

WAFD: West Allis Fire Department
Attn: Assistant Chief Steve Bane
7332 West National Avenue
West Allis, WI 53214

9. TERMINATION.

A. Except as above stated, WSFP and WAFD may terminate this Agreement at any time without cause upon advance written notice of not less than thirty (30) days.

- B. WSFP may terminate this Agreement upon no less than fifteen (15) days advance written notice if WAFD is determined by WSFP to be in violation of any of the terms and conditions of this Agreement and, upon receipt of a written notice of such violation, fails to correct such violation within five (5) days of the notice.
- C. WAFD may terminate this Agreement upon no less than fifteen (15) days advance written notice if WSFP is determined by WAFD to be in violation of any of the terms and conditions of the Agreement and, upon receipt of a written notice of such violation, fails to correct such violation within five (5) days of the notice.

10. AMENDMENTS.

All amendments and modifications to the Agreement must be in writing and signed by WSFP and WAFD.

It is understood by WSFP and WAFD that all agreements and understandings have been embodied in this Agreement and no changes will be made herein except in writing and duly signed by WSFP and WAFD.

11. GOVERNING LAW/VENUE.

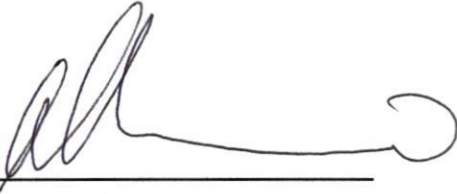
This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any legal action concerning this Agreement shall be brought and maintained in Milwaukee County, State of Wisconsin.

12. ATTACHMENTS.

The document entitled "West Allis Fire Department Special Event Plan for the Provision of Emergency Medical Services for 2010 Milwaukee Mile Events", attached to this Agreement as Exhibit "A" is incorporated herein and made a part of the terms and conditions of this Agreement. In the event of a contradiction in terms between this Agreement and The Special Event Plan (Exhibit "A"), the terms and conditions of this agreement shall govern.

Signature Page Follows

WISCONSIN STATE FAIR PARK


By: 

Date: July 13th, 2010

Approved as to form
this 4 day of Aug., 2010.


Scott E Post, City Attorney

CITY OF WEST ALLIS
FIRE DEPARTMENT

By: 
Steven Hook, Fire Chief

Date: 8/4/2010

**West Allis Fire Department Special Event Plan
For
The Provision of Emergency Medical Services
For
2010 Milwaukee Mile Events**

Purpose:

This Special Event Plan defines the roles and cooperation of the West Allis Fire Department (WAFD), Wisconsin State Fair Park Police (WSFPP), Milwaukee Mile Safety Team "MMST" and Wisconsin State Fair Park (WSFP) in the delivery of Emergency Medical Services (EMS) at the Wisconsin State Fair Park for various Milwaukee Mile events.

Definitions:

1. Wisconsin State Fair Park Police WSFPP – Herein referred to as "WSFPP", is the Police agency based within the Wisconsin State Fair Park having law enforcement jurisdiction for the entire grounds.
2. West Allis Fire Department – Herein referred to as "WAFD". The WAFD is a municipal fire department providing fire prevention, suppression and ALS/BLS EMS services to the City of West Allis and the Wisconsin State Fair Park.
3. Wisconsin State Fair Park – Herein referred to, as "WSFP" is the business name for the body that runs the Wisconsin State Fair Park operation.
4. Wisconsin State Fair Park Grounds – Herein referred to as "WSFP grounds". The WSFP grounds is the special event site outlined in this plan and is located at 8100 W. Greenfield Avenue in West Allis. State Fair Park references within this plan include the Milwaukee Mile racetrack, grandstands and infield.
5. Milwaukee Mile Safety Team – Herein referred to as "MMST". The MMST is responsible for directing the overall safety operation of events at the Milwaukee Mile.
6. PSAP – The West Allis Police and Fire Dispatch Center is the Public Safety Answering Point (PSAP) for all EMS alarms within the WSFP grounds in the City of West Allis. The PSAP dispatches all ALS and BLS units, requests support from appropriate agencies and assures that communications are maintained between units.
7. WSFPP Dispatch Center – A temporarily staffed dispatch center located within the State Fair Park that is utilized for various events at the discretion of the WSFPP. The WSFPP Dispatch Center is not staffed 24 hours per day 365 days per year, and is therefore a supplement to the PSAP identified in this plan.

Coordination of Emergency Medical Services:

1. West Allis Police and Fire dispatchers have been trained in Milwaukee County Dispatch Protocols and function as the primary EMS dispatch center.

Communications:

1. Radio communications between on-site WAFD, WSFPP, and Milwaukee Mile Safety Team will be accomplished by using the Milwaukee Mile Safety Channel. WSFP will provide agencies with the necessary radio equipment.
2. During Milwaukee Mile events the WSFPP dispatcher may request assistance from units within the Park using the Milwaukee Mile Safety Channel. WAFD units will notify the West Allis PSAP immediately if they are assigned to a call via WSFPP. Additional fire and EMS units can be requested by calling the West Allis PSAP.
3. All WAFD medical control communications will be accomplished thorough the use of the MCEMS Communications Center in coordination with the on-site Medical Director. On-site units will use the MCEMS Frequency (Channel 10 on WAFD portable's) to contact MCEMS Communications Center. A cell phone will be used as a back-up

Dispatch:

1. The primary route for requesting emergency medical assistance shall be through the PSAP, which is the West Allis Police and Fire Dispatch Center (the 9-1-1 dispatch center for the entire grounds of the WSFP).
2. The dispatch center shall triage the request according to Milwaukee County EMS Dispatch Guidelines, and will dispatch the appropriate EMS units. The dispatch center shall request police assistance from the WSFPP as necessary.
3. 9-1-1 activation "cellular calls": Currently 9-1-1 cellular calls are received by the Milwaukee County Sheriff's dispatch center. The dispatch center will continue to forward all 9-1-1 cellular calls pertaining to the WSFP grounds to the PSAP (West Allis Police and Fire Dispatch Center) for appropriate EMS response. This is the normal process for 9-1-1 calls received outside of the WSFP events.
4. 9-1-1 activation "landline calls": All 9-1-1 landline calls received by the PSAP will be processed according to Milwaukee County dispatch protocols. Any 9-1-1 landline calls received by the City of Milwaukee dispatch center will be processed according to Milwaukee County dispatch protocols, and may be forwarded to the PSAP consistent with agreements between the WAFD and Milwaukee Fire Department.
5. Still Alarms: Requests for EMS that are brought to the attention of either the WSFPP or WAFD personnel will be addressed as follows:
 - a. The personnel will immediately contact the PSAP to dispatch appropriate EMS personnel. (WSFPP officers may request assistance from the temporary WSFPP dispatch center, and the dispatch center may request assistance directly from the most appropriate provider. Contact with the PSAP is required, when a WAFD unit is assigned to assure the accountability of WAFD resources at the WSFP.)
 - b. The personnel contacted should immediately respond to the scene to assess and render medical assistance, unless closer, more appropriate units are dispatched.

Relationships:**1. EMS Response:****a. ALS & BLS Response, Infield and Track:**

WAFD will provide: 2 ALS units assigned as follows: 2 units dedicated to the Infield of the racetrack. The 2 infield units will handle all ALS and BLS responses in the infield.

b. ALS & BLS Response, Grandstand and remainder of SFP: The 911 system will be activated for all requests for EMS. The Milwaukee Mile Safety Director, Dave Hedden, has the authority to send a unit from the infield of the track to other locations on the grounds.**2. ALS & BLS transport:**

WAFD will provide: Primary ALS & BLS transport. A WAFD BLS unit can be requested to meet an infield ALS unit, on the outside of the tunnel, for transport of BLS patients. ALS patients from the infield area of the track should be transported directly to the hospital and not transferred to another ALS unit at the tunnel.

3. ALS & BLS Backup: WAFD's normal EMS response protocol will be used to provide backup ALS & BLS units. If additional ALS or BLS units are needed on the infield, the race will be stopped and the backstretch gate opened.**Continuous Quality Improvement (CQI):**

1. WAFD will review all reports as part of the routine CQI process.
2. All standards of CQI scope of practice regarding confidentiality and ethics for CQI will be in effect.
3. All requirements of the Health Insurance Portability and Accountability Act Of 1996 (HIPAA) shall be complied with by all parties to this plan.

Documentation:

1. The WAFD ePCR program will be used to document the encounter, times and patient care activities of all EMS personnel. Patient care records and response data will be made available (as allowed by HIPAA) during all activity reviews and CQI sessions.

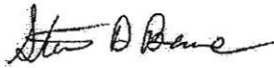
Billing:

1. Participants in this plan agree not to bill each other for transportation of patients to receiving hospitals. Specifically, patient transport agencies will bill only the patient or the patient's health care insurance provider. No EMS transport agency will bill the West Allis Fire Department, West Allis Police Department, Wisconsin State Fair Park Police, State Fair Park or its Board of Directors, or any other agency unless that transport is for the care and treatment of an employee of the agency. In these cases, the transport agency will verify that the patient was an employee performing in his/her assigned role prior to the submission of any bill for service.

Dates of Service:

1. Two Major Racing Events
 - ASA Event July 16-17, 2010
 - ASA Late Model Race September 11, 2010
2. Other dates as requested by the Milwaukee Mile.

This special event plan is submitted by:



7/15/2010

Assistant Chief Steven Bane
West Allis Fire Department

Date



Dr. Ronald Pirrallo
MCEMS Medical Director

Date

10-5-11-2010