

**City of Waukesha Fire Department  
Air Show Emergency Services Contract**

This Contract is made by and between the City of Waukesha, Wisconsin, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and the Commemorative Air Force Wisconsin Wing, 2525 Aviation Road, Waukesha, Wisconsin 53188-1691, referred to herein as the CAF. Together, the City and the CAF are referred to herein as the Parties.

**Recitals**

The CAF has obtained the permission of Waukesha County, the owner of the Waukesha County Airport, referred to herein as the Airport, for the use of the Airport for an event called the Gathering of Warbirds on May 25, 2019, which will include fly-bys, formation flights, airplane rides, static ground displays of aircraft and military vehicles, presentations and special events, and the service of food and refreshments.

In order to receive a waiver from the FAA for the Gathering of Warbirds, the CAF must provide dedicated fire suppression equipment and personnel on-site at the Airport grounds. CAF wishes to contract with the City for the provision of fire suppression equipment, services and personnel within the Airport grounds during the Gathering of Warbirds.

The City is willing to provide such services.

Now, therefore, in consideration of the mutual promises of the Parties stated herein, the City and CAF agree and contract as follows:

1. **City Obligations.** The City shall provide fire-suppression equipment designed and intended for structural firefighting, and firefighters trained for structural firefighting, on-site at the Airport and standing by from 10 a.m. until 4 p.m., or as necessary to perform the duties of this Contract, on Saturday, May 25, 2019. Equipment shall include two standby fire engines, an incident commander, and an on-duty ambulance. The fire engines shall be staffed with four firefighters, and the ambulance shall be staffed by two EMTs or paramedics, at the City's discretion. The incident commander shall be posted with the Air Boss during flight demonstrations and rides. City firefighters, EMTs, and paramedics shall respond to all incidents within the Airport grounds requiring emergency services in a manner appropriate to the nature of the incident, their training, and their available equipment.
2. **Limitations on City Obligations.**
  - a. **No Crash Rescue Services.** The City shall provide standby fire-suppression equipment and personnel that are designed, intended, and trained for structural firefighting. The City will not provide crash rescue services as defined by the National Fire Prevention Association or the Federal Aviation Administration, and the City's equipment and services will not comply with FAR Part 139 or ARFF standards.
  - b. **Services Are Subject to Other Incidents in the City.** The equipment and personnel being provided pursuant to this Contract are part of the City's regular on-duty fire and EMS services. Therefore, the City's obligations under this Contract are subject to needs for emergency services elsewhere in the City, and the City may withdraw equipment and personnel and direct them to other incidents in the City if necessary in the City's sole discretion. The City shall return equipment and personnel to the Airport when it is possible to do so, in the City's sole discretion.
  - c. **Services Are Subject to Determination of Unsafe Conditions.** The City may withdraw its equipment and personnel from the Airport and cease performance of this Contract if, in the sole discretion of the City's incident commander, activities occurring on the Airport grounds in connection with the Gathering of Warbirds event present an unreasonable danger to participants or the general public. In such case, the incident commander may order that all Gathering of Warbirds event activities cease, and CAF shall



10. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
11. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance.
12. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

**City of Waukesha**

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By Shawn N. Reilly, Mayor  
Date:\_\_\_\_\_

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Attested by Gina L. Kozlik, City Clerk  
Date:\_\_\_\_\_

**Commemorative Air Force, Wisconsin Wing**

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By Stan Babicz, Wing Leader  
Date:\_\_\_\_\_