

Facilities Use Contract
City of Waukesha – Waukesha County

This Contract is entered into by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Waukesha County, 515 West Moreland Boulevard, Waukesha, Wisconsin 53188, referred to herein as the County. Together, City and County are referred to herein as the Parties.

Recitals

City has a podcast production room at City Hall, referred to herein as Room 143. County would like to use Room 143 to produce podcasts for itself, and City is willing to allow County to do so.

Therefore, the Parties agree and contract as follows:

1. County may use Room 143 for production of podcasts for County's use, subject to the terms of this Contract.
2. Use of Room 143 is by appointment only, from 8:00 a.m. until 4:30 p.m., Monday through Friday. Production sessions shall be scheduled by contacting Rebecca Pederson at 262-524-3906 or rpederson@waukesha-wi.gov. Scheduling is subject to availability, and City shall have priority in scheduling. Maximum session time is 8 hours.
3. Room 143 is adjacent to and part of the City's Emergency Operations Center, and may be required for use if the EOC is activated. Scheduled production sessions may be canceled by City if Room 143 is needed for emergency use.
4. Equipment available for use by County in Room 143 is 4 microphones, 4 headphones, an audio mixer, a TV monitor, and a Zoom H5 digital audio recorder. County shall be responsible for providing any additional required equipment, including standard SD cards for recording. Available electric service is 120VAC, 60 Hz, 20A.
5. City equipment may not leave Room 143 without written permission from City.
6. All persons using Room 143 must receive training by City before first use. Training sessions shall be scheduled in the same manner as production sessions. After training, County shall be responsible for operation of all equipment in Room 143, and City is not responsible for production or technical assistance. However, if available, City personnel may provide minor technical troubleshooting in their discretion. City shall not be responsible for content or editing of County's podcasts.
7. County accepts Room 143 and all City equipment within it as-is, and City makes no warranties or representations that the equipment will function properly or be suitable for County's intended purposes. County is responsible for determining whether the equipment in Room 143 is suitable for County's purposes. City may, in its sole discretion, repair or replace any defective or malfunctioning equipment in Room 143, but is not obligated to do so.
8. The fee for use of Room 143 by County is \$50 per hour up to the maximum stated in section 2. City shall invoice County, and payment terms shall be net 30 days. County shall not be charged for production sessions that cannot be carried out due to equipment failure, unless failure is due to negligence or misuse during County's production session.
9. This Contract may be terminated by either Party at any time for any reason.
10. County shall be responsible for any damage to the equipment in Room 143 arising from negligence or misuse of the equipment during County's use of Room 143. Damage or malfunctions shall be reported to City promptly.

11. County may not use Room 143 for storage of any items outside of scheduled production sessions, and all County equipment must be removed upon completion of a session. City Hall is a public building, and City does not guarantee the security of Room 143 or the surrounding areas.

City of Waukesha

Shawn N. Reilly, Mayor
Date: _____

Anthony Brown, Interim City Clerk
Date: _____

Waukesha County



Paul Farrow, County Executive
Date: 10/10/2024