



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee:	Meeting Date:
ID Number: ID#25-02054	Ordinance/Resolution Number (if applicable):
Department Submitting:	Submission Date:
Agenda Item Title:	

Issue Before the Council:
Options & Alternatives:
Additional Details:



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What is the Strategic Plan Priority this item relates to:

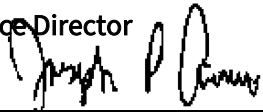
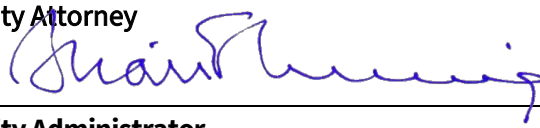

What impact will this item have on the Strategic Plan Priority?

Financial Remarks:

Executive Recommendation:

Suggested Motion:

Reviewed By:

Finance Director 	Date Reviewed 08/21/25
City Attorney 	Date Reviewed 18 Aug 2025
City Administrator 	Date Reviewed

Agreement for Use of Waukesha Fire Department Training Facility

This Agreement allowing use of the City of Waukesha Fire Department's burn tower and training center is made and entered into by the City of Waukesha (the "City") and the _____ of _____ (the "Agency").

Recitals

WHEREAS,

The parties to this Agreement recognize that sharing resources, including training facilities and related services, promotes the cost effective and efficient use of public resources; and

Section 66.0301(2), Wis. Stats., authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

Section 66.03125, Wis. Stats., authorizes fire departments to engage in mutual assistance; and

The parties now desire to enter into an Agreement to establish procedures for sharing the training grounds that include the Burn Building and Training Center located at **900 Sentry Drive** in the City of Waukesha, Waukesha County, Wisconsin (the "Training Facility");

THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

Responsibilities of the City

1. The City shall provide the Agency and said Agency's officers, employees, agents, and trainees (the Agency's "Personnel"), full access to the Training Facility, on dates and at times that are mutually agreed upon by the fire chiefs of the respective parties, for purposes of live fire and/or other training, including general fire and rescue training.
2. The City shall provide a Site Coordinator and, for Class A Live-Fire Training events, an Ignition Officer, as assigned by the Waukesha Fire Department ("WFD") Fire Chief or a designee, before each training exercise.

Responsibilities of the Agency

1. The Agency shall provide the WFD the following information when scheduling the use of the Training Facility under the terms of this Agreement:
 - a. For training purposes other than Class A Live Fire Training:
 - i. Date and time frame for training.
 - ii. Name of qualified instructor(s).
 - iii. List of all users.
 - iv. Training topics and list of written training objectives.
 - b. For Class A Live Fire Training:
 - i. Date and time frame for training.
 - ii. List of training participants/students
 - iii. Training topic and list or written training objectives
 - iv. Designate the following qualified training support personnel and instructors:
 1. NFPA 1403 Compliance Officer/Instructor-In-Charge required under section 4 of this Agreement.
 2. Safety Officer
 3. Accountability Officer
 4. Primary Engine Company with Engineer
 5. Instructors:
 - a. Attack Line
 - b. Back-up Line
 - c. Rapid Intervention Team
 - d. Search & Rescue (if applicable)
 - e. Additional task/functions, if applicable
 - v. Designate a Rapid Intervention Team with a minimum of 3 personnel
 - vi. Provide NFPA 1403 Compliant (BLS) Medical Equipment
2. The Agency shall provide an NFPA 1403 Compliance Officer/Instructor-In-Charge for all Class A Live Fire Training at the Training Facility. No Class A Live Fire Training may take place unless the NFPA 1403 Compliance Officer/Instructor-In-Charge is present on-site.
3. The Agency and its Personnel using the Training Facility shall comply with all City of Waukesha Fire Department policies and procedures related to the use of the Training Facility, including, but not limited to **Policy 615 Live-Fire Training**, and all

applicable NFPA standards, including, but not limited to, NFPA 1001, NFPA 1041, NFPA 1403, NFPA 1500.

4. When engaging in a Class A Live Fire Training event at the Training Facility, the Agency and its Personnel shall only use combustible materials approved by the WFD (the “burn package”). Approved burn packages may only be placed in or on the “burn cribs” located on each floor of the burn building. If the WFD discovers the Agency or its Personnel added a source of combustion that was not in a “burn crib” and/or used combustible materials that were not part of an approved burn package during a training event, the WFD by its officers on site may stop the training event and the WFD may terminate this Agreement as provided in section 20, “Breach.”
5. All Agency Personnel using the Training Facility must have received training to meet the minimum job performance requirements for Firefighter 1 of the NFPA 1001 in the following subjects before being permitted to participate in live fire and rescue training events at the Training Facility:
 - a. Safety
 - b. Fire behavior/dynamics/flashover
 - c. Portable extinguishers
 - d. Personal protective equipment
 - e. Ladders
 - f. Fire hose, appliances, and streams/nozzle techniques
 - g. Overhaul
 - h. Water supply
 - i. Ventilation
 - j. Door control / Forcible entry
 - k. Building Construction
6. The Agency shall verify that all Agency Personnel using the Training Facility have successfully completed the minimum training requirements set forth in section 6 of this Agreement before participating in a live fire training or other event covered by this Agreement at the Training Facility and inform any Personnel members that have not completed the minimum training requirements that they may not attend the event.
7. Status of Agency Personnel. The Agency’s Personnel shall not be deemed employees of the City of Waukesha at any time while using the Training Facility. Insurance coverage, including Workers Compensation Coverage, shall be supplied by the Agency for its Personnel.
8. Liability.
 - a. The Agency agrees to hold harmless, indemnify and defend the City, its officers, employees, and agents from and against any and all claims,

demands, liability losses, lawsuits, judgments, and/or expenses including attorney's fees and costs arising from any act or failure to act by the Agency, its officers, employees, or agents that may occur during or that may arise out of this Agreement, except for intentional or reckless acts. The Agency further assumes all liability and responsibility for the negligence and acts and omissions of the Agency, its officers, employees, or agents.

- b. Nothing contained in this Agreement is intended to waive or estop the City or its insurer from relying on the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stat. §§ 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.
 - c. This section 9 shall continue beyond the expiration, non-renewal or termination of this Agreement.
9. Billing. The Agency will pay a fee for use of the Training Facility as set forth in the fee schedule attached and incorporated herein as Exhibit A. If the WFD invites an Agency to a training event to ensure its Personnel are sufficiently prepared to assist the WFD in an emergency, the WFD Chief or a designee in the sole exercise of their discretion may waive the fee for the training event. Waiver of a fee under this section shall not be deemed a waiver of any future fees required by this Agreement for subsequent training events that involve the recipient of the waiver. Any property damage above and beyond normal use at the Training Facility may be billed by the City to the Agency, Agency Personnel, or the responsible party utilizing the Training Facility.
10. Schedule of Payment. The Agency will be invoiced by the City for use of the Training Facility as set forth in the attached Exhibit A. The Agency shall pay the invoice amounts within 30 days of receipt. Late payments may result in additional fees and interest. If the Agency fails to make timely payment under the terms of this Agreement, the Agency and its Personnel will not be allowed to use the Training Facility until all invoices, fees, and interest have been paid in full. The City may require a deposit prior to use of the Training Facility.

General Obligations

11. Term. This Agreement shall take effect on the date it is executed by both parties and shall remain in full force and effect until terminated by either party.

12. Insurance. Each party shall procure and maintain at its sole and exclusive expense the following insurance: (i) commercial general liability and professional liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage, and \$3,000,000 aggregate; and (ii) worker's compensation coverage in compliance with Worker's Compensation Law of the State of Wisconsin. Upon request, a party may provide evidence of compliance with the provisions of this section to the other party.
13. Authority to Order Training Stopped. WFD Officers on site and the 1403 Compliance Officer/Instructor-In-Charge provided under section 4 of this Agreement shall have the authority to stop any and all training, activity, or other operation of the site when it is deemed unsafe or not in accordance with the established policies or procedures.
14. Authority to Deny Use. After reviewing the information the Agency must provide when scheduling use of the Training Facility pursuant to section 4 of this Agreement, the WFD in the exercise of its discretion may deny permission to use the Training Facility for that training exercise for any reason or no reason.
15. Relationship of the Parties. The City and the Agency, including their respective officers, employees, and agents, shall be, at all times, independent contractors of the other. Nothing in this Agreement shall be construed to constitute the parties as partners, joint ventures or agents for one another, or as authorizing either party to obligate the other in any manner.
16. Notices. All notices or other communications made pursuant to this Agreement shall be given in writing and shall be deemed to have been properly given upon mailing:

If to the City: **CITY OF WAUKESHA FIRE DEPARTMENT**
Attn: Robert Goplin, Fire Chief
130 W. St. Paul Ave.
Waukesha, WI 53188

If to the Agency: **[INSERT NAME OF AGENCY]**
[Insert name of agent for the Agency]
[Insert street address]

17. Termination. The parties may terminate this contract upon giving 60 days' written notice to the other party. In the event of termination, the City shall be paid for all services rendered to the date of receipt of notice of termination.

18. Breach. If the Agency breaches any of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement immediately upon written notice and without any legal liability on its part.
19. Waiver. Failure by the parties to insist upon strict performance of a term or provision of this Agreement shall not constitute a waiver or relinquishment of the parties' right to thereafter enforce such term or provision, and that said term or provision shall continue in full force and effect.
20. Force Majeure. No failure or delay in the performance of the obligations under this Agreement shall be deemed a breach of this Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental orders, fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities, war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided.
21. Severability. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.
22. Non-Exclusivity. The parties agree the City shall be free to enter into similar agreements with other agencies, and the Agency shall be free to enter into similar agreements with other municipalities.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof. Any amendment to this Agreement shall be made in writing and signed by all parties to the Agreement.
24. Governing Law and Jurisdiction. This Agreement shall be construed and enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is necessary with respect to this Agreement, it will be filed in the Circuit Court for Waukesha County, Wisconsin.
25. Assignment. Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party.

Agency:

Print name: _____
Title: _____
Date: _____

Print name: _____
Title: _____
Date: _____

City of Waukesha:

Robert N. Goplin, Fire Chief
Date: _____

Attest: Katie Panella, City Clerk
Date: _____

Exhibit A:

Fire Training Facility Per Use Fee

Non-Live Fire Training	
Non-Live Fire Usage Fee	\$200/Day
Materials (OSB, Drywall, etc.)	Market Cost

Live Fire Training	
4-Hour Class A Live Fire Package: (WFD Ignition Officer, Materials, Manikins)	3-4 Burns: \$500
WFD Instructor(s) (Optional)	\$250/Instructor