



Waukesha County

Department of Parks and Land Use

SPECIAL USE AGREEMENT

This AGREEMENT is made and entered into by and between Waukesha County, whose principal address is 515 West Moreland Boulevard, Room AC 230, Waukesha, WI 53188 (the "COUNTY") and the Waukesha Police Department and Waukesha Fire Department (the "ENTITIES") whose principal addresses are 1901 Delafield St. and 130 W. St Paul Ave., Waukesha, Wisconsin, respectively, for the purpose of holding public safety training for police and fire personnel (the "EVENTS") at COUNTY property (the "SPACE") under the following terms and conditions:

PRELIMINARY RECITALS

WHEREAS, COUNTY is the owner of the COUNTY property (the "SPACE") located at: 1500 N. University Dr., Waukesha, Wisconsin.

WHEREAS, ENTITIES wish to conduct Active Shooter and SWAT Training EVENTS at the SPACE.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are acknowledged, the COUNTY and ENTITIES agree to the following:

1. TERM:

- a. This AGREEMENT shall commence upon execution and will remain in full force through December 6, 2025.

2. SERVICES

a. ENTITIES Agree to:

- i. Conducting the training at the SPACE in a manner that does not damage interior fixtures and finishes on the training event dates listed in Section 4. Marking simmunition rounds will be allowed in all buildings except for the fieldhouse.
- ii. Place notices at the SPACE providing notification of the active training.
- iii. Contact the Waukesha County Department of Public Works – Facility Division at (to be assigned) to obtain access to the buildings for the EVENTS training dates and secure the buildings following training EVENTS.
- iv. Coordinate the set-up and clean-up for the EVENTS.

b. COUNTY Agrees to:

- i. Provide access to the SPACE for the EVENTS.
- ii. Notify appropriate personnel with the University of Milwaukee that the training will be conducted on the event dates.
- iii. Work cooperatively with ENTITIES to coordinate set-up and clean-up for EVENT.

Park System

515 W Moreland Blvd., AC 230 • Waukesha, Wisconsin 53188-3878

Phone: (262) 548-7790 • Fax: (262) 896-8071 • www.waukeshacountyparks.com

3. SUPERVISION AND SECURITY

- a. ENTITIES assume responsibility for securing the areas of the SPACE in which the EVENTS take place to prevent unauthorized persons from entering the area; and shall supervise of the above-described EVENTS and the safety of those who will participate.
- b. The COUNTY shall not be liable for any damage to any equipment of the ENTITIES or for any injuries to those participating in or observing the EVENTS.
- c. Additional dates and locations for the EVENTS may be added by written amendment to this AGREEMENT.

4. SCHEDULE

- a. The EVENTS shall follow the following training dates. All EVENTS will be conducted for 8-hours between the hours of 7:30 am – 5:00 pm unless otherwise designated below.

Active Shooter Training with Waukesha Police and Fire Department

- September 4
- September 18
- September 25
- October 2
- October 9
- October 16
- October 23
- October 30
- November 6

Waukesha Police SWAT Training

- September 12 (Room Assaults with Simmunition rounds)
- October 9 (Sniper Training/Stalking/Open Field Searches)
- October 27 (Terrorist Problem)
- November 10 (Open Field Searches)
- December 2 (Slow and Methodical Searching)

Waukesha Fire Department - Non-destructive training including dry hoseline stretches, searches in simulated smoke environments (theatrical smoke), and laddering the exterior of the building. Also, emergency vehicle operations cone driving course in the parking areas.

- September 23, 24, 30
- October 8, 13, 14
- November 11, 12, 13
- December 2, 3, 4

5. MAINTENANCE OF SPACE

- a. ENTITIES represent that they have inspected the SPACE and that it is safe and reasonably suited for the EVENTS contemplated under this AGREEMENT.
- b. The COUNTY makes no representation or warranty as to the condition of the SPACE and it shall be the sole responsibility of ENTITIES to ensure the safety and suitability of the SPACE for EVENTS and programs throughout the term of this AGREEMENT.
- c. ENTITIES shall be responsible for appropriate clean-up of the SPACE during the term of this AGREEMENT.

6. PARTICIPANT WAIVER:

- a. All participants will be required to sign a waiver and provide the original, signed waiver to the COUNTY.

- b. Include COUNTY and all of its employees and representatives to the indemnification section/statement of the waiver of liability on the registration/activity form, hard copies and on-line versions, and send a copy of the form to Waukesha County Parks prior to event registration and/or a minimum of thirty (30) days prior to event date.
- c. In the even that the waiver does not include the correct information Waukesha County Parks reserves the right to cancel the event without refund.
- d. COUNTY approved program waiver is provided as Exhibit B.

7. EQUIPMENT:

- a. The COUNTY will not make available storage and shall have no responsibility to secure the ENTITIES' equipment and assumes no liability for any damages to ENTITIES equipment.

8. INDEMNIFICATION:

- a. ENTITIES, its successors, assigns and agents will defend, indemnify and hold harmless Waukesha County and all of its departments, agencies, boards, officers, employees and agents from any and all liability, including claims, demands, losses, damages, actions or causes of action, together with any and all losses, expenses, and costs, including attorney fees and expenses, where such liability is founded upon or grows out of the acts, errors, or omissions of the ENTITIES, its employees, agents, subcontractors, guests or invitees.

9. COVENANT NOT TO SUE:

- a. ENTITIES, for itself and the other Releasing Parties, will not institute any lawsuit or legal action against Waukesha County or any other of the Released Parties, nor institute, prosecute or in any way assist in the institution or prosecution of any claim, demand, or cause of action for damage, costs, losses, expenses or compensation for or because of any damage, loss or injury to person or property or both, whether such damage, loss or injury to person or property or both is known or unknown or is past, present or future, arising from or in any way related to the EVENTS or the acts, errors or omissions of the COUNTY or any other of the Released Parties under this AGREEMENT. ENTITIES shall obtain endorsements from their workers compensation insurers waiving subrogation rights.

10. WAIVER/RELEASE:

- a. The ENTITIES, for itself and its parents, subsidiaries, officers, employees, agents, assigns, servants and any other person or entity deriving or exercising rights from, though or on behalf of the ENTITIES (the "Releasing Parties"), releases, waives and discharges Waukesha County and its boards, commissions, departments, agencies, officials, employees, agents and servants (the "Released Parties") from all liability to the Releasing Parties for any and all loss, injury or damage, and any claim or damages resulting therefrom, whether known or unknown, past, present or future, on account of any injury, loss or damage to property of the Releasing Parties or to any other person, arising from or in any way related to the EVENTS or the acts, errors or omissions of the COUNTY or any other of the Released Parties under this AGREEMENT.

11. JURISDICTION/VENUE:

- a. The circuit court of Waukesha County, Wisconsin, shall have exclusive jurisdiction for any legal proceedings concerning this AGREEMENT, and Waukesha County shall be the exclusive venue for such proceedings. ENTITIES agrees to submit to the jurisdiction of the Circuit Court of Waukesha County for such legal proceedings.

12. INSURANCE

- a. The COUNTY is a municipal body corporate that self-funds for liability under §893.80 and 895.46(1) of the Wisconsin Statutes, and automobile liability under Statute §345.05. County is also permissibly self-insured under Wisconsin Statute §102.28(2)(bm) for Workers' Compensation. Since this is statutory insurance, there is no liability policy such that can extend protection to any others. The COUNTY agrees to maintain appropriate insurance to cover the potential liability of its officers, employees and agents while acting within the scope of their employment or agency. Such insurance may be provided through a self-insurance program.
- b. The ENTITIES shall maintain the same insurance coverage requirements as the COUNTY, including self-insurance or appropriate policies, to cover the potential liability of their officers, employees, and agents while acting within the scope of their employment or agency.
- c. In order to protect itself and the COUNTY under the indemnity AGREEMENT set forth in the paragraph above, the ENTITIES will at all times during the term of this AGREEMENT keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY.
- d. The COUNTY, its boards, commissions, agencies, officers, employees, and representatives shall be named as additional insureds under the Commercial General Liability Policy.
- e. The COUNTY, through its Risk Management Division, shall be given thirty (30) days' advance notice of cancellation or non-renewal of any policy during the term of this AGREEMENT.
- f. The ENTITIES shall furnish the COUNTY with a Certificate of Insurance prior to servicing its first event, and upon request, certified copies of the required insurance policies.
- g. MINIMUM REQUIRED INSURANCE:

Commercial General Liability:

Coverages required:

Premises and Operations
Product and Completed Operations
Blanket Contractual Liability
Personal Injury Liability

Limits of Liability	Not less than:
General Aggregate	\$1,000,000
Liquor Liability	\$1,000,000
Product/Comp Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each occurrence	\$1,000,000

Comprehensive Automobile Insurance:

Comprehensive Automobile Liability or Business Automobile Policy form covering all owned, hired, and non-owned private passenger autos and commercial vehicles.

Combined Single limit of \$500,000 per accident

Wisconsin Worker's Compensation and Employer's Liability:

Statutory Worker's Compensation benefits.

Employers Liability: \$100,000 for each accident

- h. The ENTITIES shall require Third Party Vendors not protected under the ENTITIES' insurance to take out and maintain insurance as specified above. The ENTITIES shall not

allow Third Party Vendor(s), if any, to commence work until all required Certificates of Insurance have been obtained from the Third-Party Vendor(s).

- i. Failure to submit an insurance certificate, as required, shall permit the COUNTY to terminate this AGREEMENT.

13. ASSIGNMENT:

- a. This AGREEMENT may not be assigned by the ENTITIES without the prior written consent of the COUNTY.

14. RELATIONSHIP:

- a. Nothing contained in this AGREEMENT shall constitute or be construed to create a partnership or joint venture between the COUNTY and the ENTITIES or successors or assigns. This AGREEMENT does not create the relationship of principal and agent.

15. TERMINATION:

- a. The COUNTY may terminate this AGREEMENT at any time if, in the opinion of the COUNTY, the ENTITIES are not performing in a satisfactory manner. The COUNTY will give the ENTITIES fourteen (14) days' advance written notice of the termination. In the event of any such termination, the ENTITIES waives any right or remedy against the COUNTY.

Signatures Follow

Communication and details concerning this AGREEMENT shall be directed to the following AGREEMENT representatives:

COUNTY

Dated: _____

Waukesha County Representative
515 W. Moreland Blvd., Room AC230
Waukesha, WI 53188

In Witness Whereof, the ENTITIES hereto agree to this AGREEMENT:

CITY of WAUKESHA

City Administrator

City Attorney

Waukesha PD

Waukesha FD

By: _____

By: _____

By: Stuart P. [Signature]

By: [Signature]

Dated: _____

Dated: _____

Dated: 8/14/25

Dated: 8/14/25