**Police and Fire Training Policy on WisDOT Property**

The Wisconsin Department of Transportation (WisDOT), by way of an authorized regional representative (Real Estate Unit Supervisor or above), will review formal requests from local police and fire agencies to consider use of WisDOT-owned property for purposes of police and fire training activities. In doing so, WisDOT must receive a written request of the training plan from the police and fire agency, and all agencies must have written permission granted by an authorized WisDOT representative prior to using any WisDOT property for police and fire training purposes. In addition, no training exercises will be allowed that involves open flames or burning of any structure. Only WisDOT-owned property will be considered; property located within an easement area will not be considered, nor will any WisDOT-owned property that is part of an existing highway right of way.

The WisDOT region will review the request and recommend approval upon verification of the following:

* Adequate time exists to conduct the training before any scheduled WisDOT use.
* Any property suitable for resale, moving or currently on the market, as for sale, will not be considered for police and fire training activities.
* Disruption to residences, businesses and the surrounding area must be considered in the plan and is limited.
* Established and/or salvage value of property will not be seriously impaired or damage as a result of training.
* Requesting agency agrees to the terms of this policy and to all of the language as drafted and may be further attached as part of this policy and ensuing agreement.
* Requesting agency provides WisDOT with a comprehensive written plan to include, but not be limited to, plans for signage and notifications to the public as appropriate, traffic flow and crowd control, any special permits needed, insurance to include holding WisDOT and representatives harmless to liability, emergency contingency, etc.
* Requesting agency will follow Chapter NR 447 of the Wisconsin Administrative Code, “Control of Asbestos Emissions”, to determine the applicability to the training, its exercise plans, and requirements regarding investigation, notification, removal and disposal of asbestos containing materials.
* Requesting agency will prepare site as needed for a safe and effective event, and will clean-up, restore and secure the parameter as well as the contents of the property as appropriate at the end of each training event.

If/when a WisDOT region approves a request for police and/or fire training involving WisDOT-owned property, WisDOT will notify the requester of the approval in writing of the dates and times when exercises may begin and end, and shall enter any additional special instructions, notifications and/or restrictions specific to that particular WisDOT property and the requested training event as may be appropriate.

A denial of the request should be assumed if approvals are not granted by an authorized WisDOT representative in writing within fifteen (15) business days of receipt of such request. The requesting agency may submit an appeal to a denial, along with additional supporting rationale and documentation, for which WisDOT may take into consideration any new proposals.

Any agreement entered into between the parties may later be withdrawn for reasons involving, but not limited to, if terms and conditions of the requesting agency are breached, or if conditions for the training event are changed or have become unsafe or otherwise unproductive to continue. In addition, this agreement shall also cease and be withdrawn if the WisDOT-owned property becomes subject to sale or lease by the State of Wisconsin at a future date.

Based on the Wisconsin Department of Transportation (WisDOT) policy for police and fire training activities on WisDOT-owned property, this Agreement is entered into on this    day of      , 20  , between the [POLICE/FIRE DEPT NAME] Department and the [NC, NE, NW, SE, SW] region of the WisDOT’s Real Estate/Property Management, and involves the property owned and managed by the State of Wisconsin, Department of Transportation; located at: [STREET ADDRESS], [MUNICIPALITY], Wisconsin [ZIP CODE]; and further identified by tax/parcel ID number: [TAX/PARCEL ID], and/or WisDOT project/parcel ID number [WISDOT PROJECT ID/PARCEL NO.], if appropriate.

The [POLICE/FIRE DEPT NAME] Department (requesting agency), through its [POLICE/FIRE] Chief, [CHIEF'S NAME], is seeking permission to use this WisDOT property, to include [DESCRIBE AREA] and the affected [DESCRIBE BUILDINGS]. Training to be held between the hours of [TIME AM/PM] to [TIME AM/PM] beginning on the    day of      , 20  , and ending on the    day of      , 20  , to conduct training activities for [POLICE/FIRE] personnel in the [DESCRIBE TRAINING ACTIVITY].

The requesting agency, having secured the proper permissions and permits from state and/or local officials, is hereby granted permission to use the above-noted property for [POLICE/FIRE] training purposes, provided the following conditions are met:

* **Asbestos:** The requesting agency is responsible for compliance with Chapter NR 447 of the Wisconsin Administrative Code. This includes investigation before the training activity occurs to determine whether NR 447 applies, and if so, complying with the requirements specified in the chapter.
* **Exclusion of Persons:** During the training exercises, no persons other than personnel from the requesting agency and their invited guests shall be allowed on the WisDOT property. The requesting agency will secure all access to the property against entry by persons not authorized to be present during or after the training event.
* **Indemnification:** The requesting agency shall indemnify and hold harmless the State of Wisconsin, the Wisconsin Department of Transportation, its officers, employees and agents; and, at no time shall these parties be liable for any damages or injury to persons or property that occur as a result of actions by requesting agency’ personnel or its guests or as a result of its presence or by engaging in training activities on the property.
* **Insurance:** If the insurance that the requesting agency carries, in its normal course of operations, does not cover the training exercise, the requesting agency understands that it is their responsibility and has obtained insurance against any damages or injury to persons or property that occur as a result of the actions of its personnel or its guests as a result of its presence or engaging in training activities on the property.

~ Authorized Signatures ~

Note: The requesting agency’s use of the above-named property may become subject to sale or lease by the State of Wisconsin. Therefore, any agreement made hereto and described as a part of this agreement may be subject to withdraw and revocation at a future date, as needed. *See Wis. Stats. §§ 85.15(1), 13.48(14)(am) and 16.848(1) involving sale and management of property.*

**Requesting Agency**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_      \_\_\_\_\_\_\_\_\_\_\_\_\_

 [CHIEF'S NAME], [POLICE/FIRE] Chief Date

 [POLICE/FIRE DEPT NAME] Department

**WisDOT Approving Authority**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_      \_\_\_\_\_\_\_\_\_\_\_\_\_

 [WISDOT APPROVING AUTHORITY NAME], [TITLE] Date

 [NC, NE, NW, SE, SW] Region,

 Wisconsin Department of Transportation