

AGREEMENT BETWEEN  
THE RACINE CHRISTIAN HIGH SCHOOL, INC.  
AND  
CITY OF RACINE

This agreement (“Agreement”), effective as of the date below, is by and between The Racine Christian High School, Inc., a domestic corporation, 912 Virginia Street (“RCS”) and the City of Racine (the “City”) with respect to the authorization for RCS to utilize Racine Police Department (“RAPD”) radio frequency channel 5 for the purpose of implementing the WAVE Plus Critical Incident Notification System at RCS.

WHEREAS, RCS and RAPD wish to act in a spirit of mutual cooperation to strengthen their efforts to safeguard children attending RCS; and

WHEREAS, the rapid notification and response to an active assailant critical incident is essential in reducing the potential harm to students, staff, and visitors to RCS; and

WHEREAS, the parties seek to implement a joint pilot program between the RCS, the City, and the RAPD for an initial one-year period; and

WHEREAS, RCS wishes to have access to the RAPD radio frequency with the purpose of enhancing school security.

NOW, THEREFORE, RCS and the City agree as follows:

I. RADIO FREQUENCY ACCESS AND PERMISSION TO USE

1. RCS will obtain and install the WAVE Plus system within the building of the Racine Christian School, located at 912 Virginia Street, City of Racine, Wisconsin.
2. RCS will work with RAPD to develop school policy and procedure for the system’s use, including training of personnel, designation of authorized personnel, and situations when use of the system is authorized and allowable.
3. RAPD will grant access and permission for use of their primary radio frequency, known as Channel 5, for the purpose of transmitting an emergency notification message. This message will be a pre-recorded and programmed message as designated by RAPD. No other transmission on the frequency is allowed by

RCS.

4. RCS will immediately follow activation of the WAVE Plus system with telephone contact with the Racine County Communications Center to confirm the existence of an armed assailant critical incident and to provide information for responding officers and other resources.

## II. FUNDING

1. RCS assumes all costs associated with this program, including, but not limited to;
  - (a) Cost of purchasing and installing the WAVE Plus System
  - (b) Cost of any necessary transmitting equipment. RAPD currently utilizes a VHF radio frequency, with which the WAVE Plus System transmitter is compatible; however, in the event RAPD converts to a digital radio frequency, RCS will be responsible to purchase a compatible transmitting device.
  - (c) Costs of training of personnel. All training costs of personnel utilizing the WAVE Plus system will be the responsibility of RCS
2. The City and RAPD assume no costs associated with the purchase, installation, training, upgrading, or usage of the WAVE Plus system,

## III. TERM

The initial term of this Agreement shall be for a one year period. At the conclusion of this one year pilot period, RAPD and RCS will evaluate if this agreement should be extended or terminated.

## IV. INDEMNIFICATION

1. Indemnification of the City by RCS.
  - a. To the fullest extent allowable by law, RCS hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any

and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of RCS or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, RCS's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the fault, negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

- b. No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this Agreement or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate Wisconsin law.

## V. GENERAL

- 1. The City and RAPD reserve the right to immediately terminate this Agreement

if RCS fails to comply with this Agreement, or if improper use of the frequency is experienced; including, but not limited to; false activations, transmissions of unauthorized messages, or activations for incidents not specified by developed policies.

2. This Agreement is not intended nor shall it be construed to create any rights or benefits in any third parties.

3. The parties to this Agreement agree that this Agreement shall be construed in a manner consistent with federal, state and local laws and regulations.

4. This Agreement may be amended from time to time only by written agreement of the parties.

Agreed to as of \_\_\_\_ day of \_\_\_\_\_, 2019.

THE RACINE CHRISTIAN HIGH SCHOOL, INC.

\_\_\_\_\_  
David Van Buren - School Board President

CITY OF RACINE

By: \_\_\_\_\_  
Cory Mason, Mayor

ATTEST:

By: \_\_\_\_\_  
Tara McMenamin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott R. Letteney, City Attorney