

MEMORANDUM OF UNDERSTANDING

BETWEEN

Mount Pleasant Police Department

AND

Racine Police Department

Pursuant to the authority of the Village of Mount Pleasant and the City of Racine, this Memorandum of Understanding ("MOU" or Agreement") is entered into between the **Mount Pleasant Police Department, Mount Pleasant, WI** hereinafter referred to as **MPPD** and the **Racine Police Department, Racine, WI** hereinafter referred to as **RPD**, who hereby agree as follows:

I. PURPOSE/SCOPE OF AGREEMENT

- A. This Agreement is intended to establish procedures and responsibilities of each Agency in order for the **RPD** to use the firing range ("the Range") for training purposes on the premises of the **MPPD**.
- B. This Agreement supersedes any existing written or oral agreements between the parties covering use of the Range.
- C. This Agreement applies solely to **RPD** employees and shall not affect any pre-existing independent relationship(s) or obligation(s) between the parties on any other subject or with any third party.

II. PERFORMANCE

A. **MPPD shall:**

1. Subject to agreed schedule, permit **RPD** staff use of the Range Facility and parking area in accordance with the terms and conditions contained in this Agreement.
2. Provide to the **RPD**, and update as necessary, the name(s) and contact information for **MPPD** contact person(s) designated by the Chief to establish operational details to implement this Agreement and approve the scheduling of all **RPD** activities at the **MPPD** range facility.
3. Reserve the right to exclude any individual from participating in said training or use of the Range at any time for just cause.
4. Have preference for use of the Range in the event of simultaneous training by an outside agency.
5. Upon request the **MPPD** contact person or his designee will instruct the **RPD** Training Coordinator on the proper inspection and safe use of the **MPPD** range facility, including the types of weapons and ammunition that may be used.
6. Provide notice to **RPD** as soon as practicable after circumstances arise that would prevent a scheduled use of the Range by staff and to provide reasonable alternative time for such use

7. Ensure an annual schedule that permits sufficient access hours to ensure that all **RPD** officers meet the requirements set by the State of Wisconsin and its internal policies, for firearms training.

B. **RPD** shall:

1. Submit to the Chief of **MPPD**, through **MPPD's** Range Officers, a written request to use the range at least 30 days in advance of the requested date. An email request is also a means of contact. The email address is tzarzecki@mtpleasantwi.gov and/or bsmith@mtpleasantwi.gov. The dates and times of use must be mutually agreed upon between **MPPD** and **RPD**. The written request must indicate the approximate number of persons who will be attending the scheduled use, the hours of use, the types of weapons and rounds used, and the approximate number of rounds to be used.
2. The **RPD** shall have priority of the use of the Range over other agencies that are leasing space for use of the range.
3. **RPD** shall also have access to the Range on days not previously scheduled as long as no conflict exists with **MPPD**, or agencies contracting to use the Range.
4. Ensure that **RPD** participants comply with the operational details herein established by **MPPD** to implement this Memorandum, including **MPPD** rules and policies concerning the use of the Range and general institution safety and security, including entry/exit procedures. **RPD** shall ensure that only certified **RPD** police officers shall be allowed to use the range, unless granted permission by the **MPPD** Chief or his designee.
5. Provide its own designated certified Firearms Instructors, unless joint training is being conducted in which **MPPD** may provide a certified Firearms Instructor to oversee its training and use of the Range and such equipment. This designated instructor/coordinator will be responsible for all activities during the scheduled use. All actual range activities will be conducted under the supervision of a designated certified Firearms Instructor. **MPPD** officers may on occasion attend the firearms training with **RPD** put on by an **RPD** certified Firearms Instructor and vice versa to fulfill their firearms training requirements.
6. Police Agencies/Officers will supply their own weapons, ammunition, targets, and safety equipment consistent with the Range Requirements.
7. Repair or replace to the satisfaction of **MPPD** any **MPPD** property damaged during **RPD** use of Range, if such damage is acknowledged by **RPD** to have been caused by **RPD** officers. Unless damage is caused by normal wear and tear.
8. Comply with all environmental laws, regulations and policy governing use of the firing range.
9. Designate an **RPD** employee to serve as a Firearms Instructor, who shall:
 - a. Prior to each **RPD** use of the range:
 - i. Conduct an inspection, consistent with previous **MPPD** instructions, to ensure the facility is safe and proper to use by **RPD** employees. If a defect or hazardous condition is discovered, the facility shall not be used and the defect or hazardous condition shall be reported

- immediately to **MPPD**.
- ii. Complete the top portion of the Firearms Instructor Acknowledgment Form attached and incorporated herein as Attachment A.
- b. Accompany all **RPD** staff during their use of the range facility and instruct all **RPD** staff on the safe and proper use of the facility and notify **MPPD** staff of any emergency or safety related matter or equipment in need of repair.
 - c. Upon completion of **RPD** use of Range Facility
 - i. Ensure all equipment, spent and unspent ammunition and munitions are policed, and supplies are removed from the Range.
 - ii. Complete the bottom portion of the Firearms Instructor Acknowledgment Form, which is attached and incorporated herein as Attachment A and submit it to **MPPD**.
 - iii. Notify **MPPD** that the scheduled use has concluded.
 - iv. Ensure any property used for the training is cleaned up and all non-institutional items are removed. The range will be policed, ensuring all munitions; targets and debris are properly removed.
 - d. Be familiar with the specific geographic location of the Range in the event an emergency evolves during the training exercises.

III. GENERAL PROVISIONS

A. PERIOD OF AGREEMENT/TERMINATION

1. This Agreement will become effective upon the date of the final signatures of both parties, as designated below, and will remain in effect until terminated by mutual agreement.
2. This Agreement shall remain in effect during the term in office of any succeeding leadership of either Agency, unless terminated or modified as a joint mutual decision.

B. MODIFICATION PROCEDURES

Either party may propose a modification to this Agreement at any time. All proposed extensions and/or modifications will be in writing and will become effective only upon the written agreement of both parties.

C. LIABILITY AND INDEMNIFICATION

1. The **RPD** shall be solely responsible for any administrative actions and/or litigation arising from the use of the Range by its employees.
2. Each party shall notify the other party of claims related to the **RPD's** use of the Range, and each party shall cooperate with the other party in the resolution of administrative actions and/or litigation arising from conduct related to this Agreement.
3. Neither party shall be responsible for delays or failures in performance from acts beyond reasonable control of such party, e.g. an institution disturbance; a natural or man-made disaster.
4. Ensure that all **RPD** staff desiring to use the range facility sign a Waiver of

Liability Form, attached and incorporated herein as Attachment B.

D. CANCELLATION

Any event is subject to cancellation at the Chief’s discretion. Neither the **MPPD** nor **RPD** will be subject to monetary or other damages resulting from cancellation of Range usage, provided that a reasonable alternative range time is scheduled in a timely manner.

E. DISPUTE RESOLUTION

In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute informally through consultation and communication or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

F. THIRD PARTY CLAIMS

This agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right to benefit upon any other person or entities.

G. Range Charge Usage

The first week of January each year, **MPPD/Village of Mt. Pleasant** will invoice the **RPD/ City of Racine** \$11,000 for the use of the Range. The **RPD/ City of Racine** will submit payment to **MPPD/Village of Mt. Pleasant** by January 31st of each calendar year. Payments made each year by January 31st, will cover lease fees for each calendar year, January 1st to December 31st of said year. Any other police agency approved by the **MPPD** Chief of Police will be allowed to use the range at a per officer/per day cost to be set annually by **MPPD**.

H. Repairs

At such time as equipment or portions of the facility need to be replaced, such replacement costs shall be borne by **MPPD**.

IN WITNESS WHEREOF, the undersigned, duly-authorized officers hereby subscribe their names on behalf of the **Mount Pleasant Police Department** and **Racine Police Department**.

Mount Pleasant Police Department

Racine Police Department

Timothy Zarzecki
Chief
Mount Pleasant Police Department

Arthel Howell
Chief
Racine Police Department

Date

Date

FIREARMS INSTRUCTOR ACKNOWLEDGMENT FORM
MPPD

I am the designated training coordinator for the Racine Police Department.

I hereby certify that I have received from the **MPPD**, instruction on the proper inspection and safe use of the range facility at **MPPD**.

I assume responsibility to instruct all Racine Police Department participants on the proper use of the range facility, and to oversee the actual use of the range facility by each participant.

I have conducted an inspection of the equipment and range facility, and there is no equipment in need of repair. All safety equipment is in place and in proper working order. I further understand that if I find a defect or discover a condition with respect to the range facility of which I am not certain that it would be safe to allow the use of the range facility, I will not allow training to go forward and will notify **MPPD** of the same.

Printed Name: _____

Signature: _____

Date: _____

Time: _____

As the Firearms Instructor, I certify that at the conclusion of Racine Police Department use of the range facility, inspection of the equipment and range facility revealed no defects or hazardous conditions and

Check one:

_____ No unsafe incidents or injuries occurred during this event.

_____ The following unsafe incident or injury occurred during the event: (Attach memo or report describing nature of incident, or injury and describe action taken).

Printed Name: _____

Signature: _____

Date: _____

Time: _____

WAIVER OF LIABILITY
MPPD

In consideration for being granted the privilege of using the Mount Pleasant Police Department range facility at **MPPD**, I hereby release **MPPD** and its employees and agents from any and all liability for any damage or injury which I may receive while using the aforesaid range facility from any cause whatsoever. I understand that my employer sponsoring this activity is fully responsible for the safe condition of the range facility and for ensuring the safe use of the range facility by all **RPD** personnel. I understand I assume the risk of any injuries or liability that may occur during this activity. I understand this activity is not sponsored by or associated with **MPPD**. Further, I understand that using the range facility is an inherently dangerous activity. I agree to fully waive all claims against the aforesaid parties for any injury that I may sustain while using the **MPPD** range facility, and I assume all risk for participating in the said training and am fully aware that personal danger could be involved. I understand this range facility may not be inspected by **MPPD** officers on a daily basis, and that I should inspect and make myself aware of any hazardous conditions prior to my use. I will not use the range facility if a defect or hazardous condition exists and shall immediately report any defect or hazardous condition to the Firearms Instructor.

This release of liability and agreement by me to the **MPPD** and its employees and agents shall so apply to any right of action that might accrue to me, my heirs, or my personal representatives. By signing this waiver, I agree to abide by all posted safety rules, and all known **MPPD** policies regarding institution access, security and safety, and use of the range facility.

PLEASE PRINT: Agency Name: _____
Participant Name: _____

Signature: _____
Date: _____

**EACH PARTICIPANT MUST READ, SIGN AND DATE WAIVER OF LIABILITY
ANNUALLY**