

MEMORANDUM OF UNDERSTANDING (MOU)
City of La Crosse Police Department Firearms Range

This Memorandum of Understanding (MOU) is made by and between the City of La Crosse Police Department and the agency/agencies listed below for the purpose of providing other agencies with the use of the La Crosse Police Departments Indoor Firearms Range.

CONCEPT OF OPERATION

It is understood and agreed between the below named parties that the City of La Crosse Police Department may allow other agencies to use the Firearms Range for the purpose of firearms training of their sworn officers under the following conditions and circumstances:

REQUEST PROCEDURE AND FIREARMS RANGE USAGE

The requesting agency will use the following procedures when utilizing the Firearms Range:

1. Only Certified Firearms Instructors may operate the Firearms Range.
2. The use of armor piercing rounds, and high-powered rifle rounds is prohibited. This includes .223, 5.56mm and all other center fire rifle rounds.
3. Each operator (Certified Firearms Instructor) must receive training in the use of the range, its limitations and proper use of the range computer by the La Crosse Police Department Training Director or his designee prior to operating the Firearms Range.
4. The agency requesting use of the Firearms Range will make such request in Writing (email) to the La Crosse Police Department Director of Training. Included in the request will be an outline of the training session, including but not limited to:
 - a. Names of Certified Firearms Instructor(s) conducting the training.
 - b. Weapons and Ammunition to be used.
 - c. Number of sworn personnel to be trained.
 - d. Date(s) and time(s) of the requested training.
5. Once this written request is made to the La Crosse Police Department Director of Training, a review of such request will be made by the Chief of Police or designee. The Director of Training will notify the requesting agency of the approval or denial of the Firearms Range use.
6. Upon approval, (and on the day of training) the requesting agencies Certified Firearms Instructor conducting the training will make contact with the Training Director or the On-Duty Shift Commander and sign out for the Firearms Range Key and complete the Range Usage Log.
7. Immediately upon entering the Firearms Range, the user agency instructor will activate the range and turn on the ventilation system.

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8. The user agency instructor immediately makes an assessment of range condition and any needed repairs. If the user agency instructor finds any new damage, inoperable equipment, or range needs, they shall contact the Director of Training or the On-Duty Shift Commander to report such issues before range use begins.
9. If the Firearms Range or any equipment on the range is damaged during its use, the user agency shall report such damage to the Director of Training or the On-Duty Shift Commander immediately.
10. The user agency is responsible to conduct its training in a safe manner and is required to provide its own weapons, ammunition, targets, target backing, tape and weapons cleaning supplies.
11. The user agency shall report any accident or injuries to any member while on the Firearms Range. The training shall stop immediately, and notification of such accident or injury is made to the Director of Training or the On-Duty Shift Commander.
12. The requesting agency, in conjunction with the La Crosse Police Department, will conduct an investigation to determine the cause of any accident or injury.
13. The requesting agency, in conjunction with the La Crosse Police Department, will conduct an investigation to determine the cause of any damage not previously reported.
14. The user agency shall be responsible for the cost of any damage to the Firearms Range and for replacing all equipment that is used, damaged or destroyed during the use of the Firearms Range.
15. The user agency will clean the Firearms Range after its use, including removing used targets and sweeping the range. The range will be shut down per training protocol and the door locked after its use. The keys will be returned to the Range Usage Log and the log is finalized.
16. Indemnity. Any agency using the Firearms Range agrees to the extent permitted by applicable state law that they indemnify, defend, save, and hold harmless, The City of La Crosse, La Crosse Police Department, its agents, officers, and employees from and against all liabilities, losses, suits, claims, judgments, fines, or demands of any kind or nature, arising from, or related to, or caused by the outside agencies use of the Firearms range and shall be responsible for any losses or expenses whether personal injury or property damage () attributable to the acts or omissions of their officers, employees or agents while in the scope of employment.
17. This MOU shall commence as of the ____ day of _____, 202__ for a period of one-year. Thereafter, this MOU shall automatically renew for successive one-year periods, unless sooner terminated.

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18. Either party may terminate this MOU without cause at any time by giving the other party at least ninety (30) days prior written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date first written above.

CITY OF LA CROSSE

BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM
D/B/A THE UNIVERSITY OF
WISCONSIN-LA CROSSE
Outside Agency


BY: _____
Chief of Police, City of La Crosse

BY: _____
Allen Hill
Chief of Police
University of Wisconsin-La Crosse

Date: _____

Date: 1/25/2021

BY: _____
Mayor, City of La Crosse

BY:  _____
Robert J. Hetzel
Vice Chancellor for Administration & Finance
University of Wisconsin-La Crosse

Date: _____

Date: 1/25/2021