

**MEMORANDUM OF AGREEMENT
BETWEEN**

**State of South Dakota
Department of Military and Veterans Affairs
Office of the Adjutant General
South Dakota Army National Guard
And
Rapid City Police Department
City of Rapid City**

SUBJECT: Range Use Agreement

I. PURPOSE. This memorandum documents the mutual agreement between the South Dakota Army National Guard, hereinafter referred to as "the Guard", and the Rapid City Police Department, hereinafter referred to as "the User," to authorize use of the 50-meter pistol range at West Camp Rapid, Rapid City, South Dakota.

II. REFERENCES. Judge Advocate review of: Army Regulation, South Dakota Army National Guard, and SDCL. All pertinent documents and this Memorandum of Agreement will be on file in the Facilities Management Office; POC is COL Nancy Wetherill at (605) 737-6600.

III. LIABILITY. The User shall indemnify, save and hold the Guard and its directors, officers, employees and agents harmless from any and all claims, demands, costs, expenses, attorney's fees, losses, causes of action, fines, civil penalties and administrative proceedings for injury or death to persons or damage of loss to property in any way arising from or connected with the User's use of the property, except as attributable to the Guard's negligence. The parties understand and agree that the obligations imposed by this condition are limited to those not prohibited from being assumed by the laws of the United States or the State of South Dakota.

IV. SCOPE. The Guard and the User hereby agree to the usage of the 300-meter rifle, 25-meter pistol, and 50-yard combat pistol ranges by the User and hereby agree to the terms and conditions set forth herein.

V. UNDERSTANDING/AGREEMENTS. The following shall be adhered to concerning use of said facility:

A. It is mutually understood that this agreement and the resulting use of the facility by the User are conditional upon the availability of the premises. If because of future requirements, the Guard has a need for the facility, the Guard may cancel this lease and be released from liability for damages resulting therefrom.

B. The User may terminate this agreement at any time during the term of the agreement.

C. The User acknowledges, and is advised, and will cause participants in the activity to acknowledge and be advised, that lead is a systemic poison, and that inhaling or ingesting

invisible lead dust can expose the user to potential health effects including nervous system problems, reproductive problems, kidney disease, and anemia. Exposure to fine lead has been shown to cause damage to the fetus, therefore, in accordance with Army policy pregnant females are prohibited from the range. Hand washing is imperative to protect users and others they may contact after using the range. Users are prohibited from eating or drinking or having in their possession food or beverages while using the range.

D. The User acknowledges, and will cause participants to acknowledge, that they have read and understand the range standard operating procedures and the range rules.

E. The User accepts the premises in their present state of repair and has examined the premises and acknowledges them to be in good order and repair. The User shall keep the premises in good order and will surrender the premises and all furniture and fixtures in as good a condition as received.

F. The User expressly assumes full responsibility for any and all damages or injuries, which may result, to any person or property by reason of or in connection with, the use of the facilities pursuant to this agreement. And further agrees to pay the Guard for all damages over and above that of normal range usage, caused to the facility resulting from the User's activities hereunder.

G. The User agrees, at its sole cost and expense, to provide safety personnel trained and certified in firearms safety.

H. The User represents that certified safety personnel will supervise its activities pursuant to this agreement, and that the User will observe, and cause participants in the activity to observe, all safety rules for the facility and activity. The User acknowledges that the Guard has no duty to and will not provide supervision for the activity.

I. The User agrees, at its sole cost and expense, to provide personnel trained by the Guard Marksmanship Unit to operate the range prior to use of the facility.

J. The User will provide a proposed usage schedule as far in advance as possible, but no later than 30 days prior to the event.

K. The User will enter and exit West Camp Rapid through the 44th Street gate.

L. The Guard will ensure the facility is open on the agreed upon dates and the User will ensure that the facilities are secured at the time of any departure from the facilities.

M. The User is responsible for hoisting the range flag(s) prior to using the range and lowering the range flag(s) when complete. The flag at the 44th Street gate will be displayed regardless of which range is being used. Additionally, the range flag located at the 300-meter range will be displayed when that range is in use.

N. The User agrees to fire weapons only from behind the designed firing line on the concrete slab. Shooting forward of the permanent firing line is prohibited.

O. The User agrees to fire only the following manufactured ammunition; .22, .38, .40, .45 caliber, 9mm, 10mm, 5.56mm, 7.62mm, no ammunition can exceed 3500fps velocity. If training requires use of ammunition not listed, the User will request approval prior use of the ammunition.

P. The Guard reserves the right to inspect the facility at any time including during usage.

Q. The User will operate vehicles only on established roads and trails.

R. The User will not make any improvements to the facilities unless specifically authorized in writing by the Facilities Management Officer

S. The User, at its sole cost and expense, will maintain an adequate level of general liability insurance for the duration of this agreement and will provide a certificate of insurance prior to executing this agreement.

T. The User will cleanup, restore the range to the configuration found and remove all trash in the areas affected by the User's use.

U. The term of this Agreement shall be _____ to _____.

V. Either of the parties may prepare modifications to this Agreement at any time. Any such modifications shall be in the form of an amendment and shall not become effective until agreed to and signed by both parties.

W. The parties agree that the Guard's assent to this Agreement is given, and that the User offers consideration of monetary value in the amount of One Hundred / 100 Dollars (\$100.00) per four hour period, not to exceed Two Hundred / 200 Dollars (\$200.00) per day. The total amount will be determined following use. The Rapid City Police Department will process payment no later than 30 days following use, to Department of Military and Veterans Affairs, Army National Guard, Facilities Management Office.

VI. EFFECTIVE DATE. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the, last date written below.

CITY OF RAPID CITY

JERRY MUNSON
Mayor, City of Rapid City

NANCY J. WETHERILL, Colonel
South Dakota Army National Guard

ATTEST:

Finance Officer

(SEAL)

DATED this ___ day of _____, _____.

DATED this ___ day of _____, _____.