

## MEMORANDUM OF UNDERSTANDING

**This Memorandum of Understanding (MOU)** is made and entered into on this [Date], 2025, by and between:

- **The Richland Center Police Department**, a municipal law enforcement agency located at 470 S. Main St., Richland Center, WI 53581, hereinafter referred to as "RC Police Department,"
- **The Richland County Sheriff's Office**, a county law enforcement agency located at 181 W. Seminary St., Richland Center, WI 53581, hereinafter referred to as "RC Sheriff's Office,"
- **The City of Richland Center**, a municipal corporation located at 450 S. Main St, Richland Center, WI 53581, hereinafter referred to as "City,"
- **Richland County**, the governing body of Richland County, Wisconsin, located at 181 W. Seminary St., Richland Center, WI 53581, hereinafter referred to as "County."

**WHEREAS**, the RC Police Department and RC Sheriff's Office mutually agree to share responsibility for the enhancement and use of the law enforcement range located on Richland Center property, identified as [address or specific location description], hereinafter referred to as the "Range."

**WHEREAS**, the RC Police Department and RC Sheriff's Office agree to contribute equally to the costs associated with enhancing and maintaining the Range for training purposes, and

**WHEREAS**, the County will ensure that all County staff utilizing the Range are covered by the County's insurance.

**WHEREAS**, the City and County wish to clearly define the structure of liability regarding the use of the Range.

**NOW, THEREFORE, the undersigned parties agree as follows:**

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### **1. Responsibilities for Cost of Enhancements**

- The RC Police Department and the RC Sheriff's Office shall equally agree on the type of enhancements and share the costs associated with enhancing, maintaining, and improving the Range. These enhancements may include, but are not limited to, the installation of targets, safety features, infrastructure improvements, and any necessary repairs.

### **2. Insurance Coverage for County Staff**

- It is understood that all County staff, including employees or other personnel from the RC Sheriff's Office, who use the Range for law enforcement training or other approved

activities, will be covered by the County's insurance policy for the duration of their use of the Range.

- The County shall ensure that its insurance policy provides appropriate coverage for injury, accident, or other incidents that may occur while using the Range.

### **3. Limitation of Liability for the City**

- The City of Richland Center shall not be held liable for any injuries, accidents, or damages that occur to any individuals, including staff from the RC Police Department, RC Sheriff's Office, or any other individuals utilizing the Range for approved activities.
- The RC Police Department, RC Sheriff's Office, and Richland County agree to indemnify and hold harmless the City of Richland Center from any and all claims, liabilities, or costs arising out of any incident, injury, or damage occurring at the Range.

### **4. Duration and Termination**

- This MOU shall remain in effect for an initial period of one year, beginning on the date of execution. Thereafter, the agreement shall automatically renew on an annual basis unless terminated by any party with [30] days' written notice.
- Any party to this MOU may terminate it with written notice to the other parties, provided that all outstanding financial obligations are settled, and the termination does not affect any obligations accrued before the termination date.

### **5. Amendments**

- This MOU may be amended or modified only in writing, signed by the authorized representatives of all parties.

### **6. Miscellaneous**

- This MOU constitutes the entire understanding between the parties and supersedes any previous agreements related to the subject matter herein.
- In the event that any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall remain in effect.

### **7. Authorized Users**

- Use of the range is restricted to law enforcement officers of the RC Police Department and RC Sheriff's Office. This includes, but is not limited to, department-sponsored training that may involve participation from outside agencies.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of the day and year first written above.

**For the Richland Center Police Department:**

By: \_\_\_\_\_  
Name: Billy J. Jones  
Title: Chief of Police  
Date: \_\_\_\_\_

**For the Richland County Sheriff's Office:**

By: \_\_\_\_\_  
Name: Clay Porter  
Title: Sheriff  
Date: \_\_\_\_\_

**For the City of Richland Center:**

By: \_\_\_\_\_  
Name: Ashley Oliphant  
Title: City Administrator  
Date: \_\_\_\_\_

**For Richland County:**

By: \_\_\_\_\_  
Name: Tricia Clements  
Title: County Administrator  
Date: \_\_\_\_\_