

**AGREEMENT FOR USE
OF GUN RANGE**

This is an Agreement between Montana Department of Corrections ("Agency") and the Federal Reserve Bank of Minneapolis, Helena, MT Branch ("Bank") (collectively, the "Parties") for Agency to use Bank's gun range, located at 100 Neill Avenue, Helena, MT. The parties agree as follows:

1. **Responsibility for Personnel.** Agency personnel must be under the supervision and control of Agency at all times while on Bank premises, and Agency is solely responsible for the actions of Agency personnel.
2. **Gun Range Procedures.** Agency must follow the Bank's procedures when using the gun range. Gun range procedures are attached as Exhibit A.
3. **Scheduling Use of Gun Range.** Arrangements for use of the Bank's gun range must be made by contacting John Wohlfrom at (406) 447-3904. Agency agrees to give Bank at least ten business days notice of its intention to use the gun range. Bank reserves the right to refuse Agency's request to use the gun range for any reason or for no reason.
4. **Applicable Laws.** Agency must comply with all applicable laws and must furnish all necessary reports and information to the appropriate agencies.
5. **Term and Termination.** The term of this Agreement will be for one (1) year from the last date signed below. Thereafter, the Agreement will automatically renew for successive one-year terms. Bank may, by written notice to Agency, terminate this Agreement in whole or in part at any time with 30 days notice of termination. Agency understands and agrees that obligations under this Agreement that, by their nature, would continue beyond the termination of this Agreement will survive termination of this Agreement.
6. **Indemnification.** In accord with the Federal Tort Claims Act, Agency shall be liable for, and agrees to indemnify, defend, and hold Bank harmless from and against any and all claims, demands, actions and causes of action arising out of or in connected in any way with Agency's use of the Bank Gun Range. Further, Agency releases and forever discharges Bank of and from any and all claims, demands, actions, causes of action or other liability not based upon the intentional acts or negligence of the Bank that the Agency may acquire by reason of Agency's use of the Bank Gun Range as described in this Agreement.
7. **Insurance.** Agency ensures the following:
 - a. Agency is self-insured; and
 - b. Agency employees will be acting within the scope of their employment while training at the Bank's gun range (i.e. the training is mandated by the Agency); and
 - c. Federal workers' compensation laws will cover any and all injuries to Agency personnel arising from Agency's use of Bank's gun range.
8. **Confidentiality.** Agency recognizes that in performing this Agreement, it may be given access to confidential information, including the layout of Bank premises, information about Bank processes, and other information. Agency will hold all such information confidentially, and will not copy, use, or disclose such information to third-parties without the Bank's prior written consent. All information received from the Bank will be considered as confidential and protected from release to the extent possible under the Privacy Act of 1974, 5 U.S.C. § 552a, and the Freedom of Information Act, 5 U.S.C. § 552. Should Agency receive a request for or otherwise be in a position to release Bank's information, Agency must first notify Bank and give Bank reasonable time to take such actions as Bank deems appropriate to protect such information. Agency will inform all employees or agents with access to the Bank under this Agreement of the

confidential nature of the Bank's information, and the Agency's obligations with respect to the confidentiality of that information.

9. **Publicity.** Agency may not disclose the existence of this Agreement and may not use Bank's name in publicity releases or advertising or in any other manner.
10. **Security.** Agency, and its employees or agents must comply with Bank's security requirements. Agency understands and agrees that Bank reserves the right to reject the admission onto Bank property of any one or all of Agency employees, agents, or invitees at any time.
11. **Modifications.** Any change or modification of this Agreement must be made only with the mutual, written agreement of both Parties. This Agreement supersedes any prior written or oral agreement between the Parties.
12. **Nonsolicitation of Employees.** For the term of this Agreement and for one year after the termination of this Agreement, neither party will, directly or indirectly, solicit or cause to be solicited any employee of the other party, learned of through providing services under this Agreement, for the purpose of hiring or inducing to leave employment, unless prior written approval is obtained from the other party.
13. **Assignment and Subcontract.** Agency may not, under any circumstances, assign this Agreement.
14. **Enforcement.** If any provision of this Agreement is found unenforceable, the parties intend the remainder to be enforced as fully as possible and the unenforceable provision should be modified to most closely represent the parties' intent.
15. **Waiver.** The failure of Bank or Agency at any time to require performance by the other party of any provision of this Agreement will in no way affect the right of the party to enforce the same. The waiver by either Bank or Agency of any instance of default or breach of any provision of this Agreement will not constitute a waiver of the provision itself. A one-time waiver of any provision in this Agreement will not constitute permanent waiver of the provision. Any waiver of any condition or provision of this Agreement must be in writing.
16. **Governing Law.** To the extent that federal law does not apply, the laws of the State of Minnesota shall govern this Agreement. The parties agree to the exclusive jurisdiction of and venue in the United States District Court for the district of Minnesota.
17. **Entire Agreement.** The provisions of this Agreement are intended by Bank and Agency as a final, complete, and exclusive expression of the terms of their agreement.

Agreed

MONTANA DEPARTMENT OF CORRECTIONS
MONTANA PROBATION AND PAROLE

By: 
Print: Kevin Elson
Title: PPD Administrator
Date: 9/29/16

FEDERAL RESERVE BANK OF MINNEAPOLIS,
HELENA BRANCH

By: 
Print: Michael Garnett
Title: Vice President
Date: 10/12/16

APPROVED FOR EXECUTION
S/P 8/16/16
COUNSEL FOR FEDERAL
RESERVE BANK OF MINNEAPOLIS

Exhibit A

Gun Range Procedures

1. Agency personnel using the gun range must be accompanied and controlled by a certified, qualified range officer of the Agency.
2. All firearms must be transported to the gun range in holsters or hard-sided, locked cases.
3. Agency personnel using the gun range must come to the Bank in one group and must be accompanied to and from the gun range by the Bank's security personnel.
4. A minimum of two people must be at the gun range any time the gun range is used by Agency.
5. Bank reserves the right to disqualify the use of any firearm or any type of ammunition. No tracer ammunition is permitted.
6. Agency must provide safety equipment (such as hearing and eye protectors) to its personnel using the gun range.
7. Agency must provide its own targets, firearms, ammunition, and firearm cleaning supplies.
8. Agency is responsible for ensuring the serviceability of weapons and ammunition used on the gun range.
9. Agency must ensure that all targets, brass, and other waste items are removed and placed in appropriate trash receptacles prior to completing its use of the gun range.
10. Agency must contact Bank the day prior to any scheduled use of the gun range to determine modifications or additions to security measures that may affect these gun range procedures.
11. Agency understands and agrees that security requirements are subject to change in the sole discretion of the Bank.