

MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION
AND
SALT LAKE COUNTY
ON BEHALF OF THE SALT LAKE COUNTY SHERIFF'S OFFICE

GENERAL PROVISIONS

1. PURPOSE:

The purpose of this Memorandum of Agreement (MOA) between the Federal Bureau of Investigation (FBI), Salt Lake City Division, and Salt Lake County on behalf of the Salt Lake County Sheriff's Office (SLCSO) (hereinafter "Parties") is to define the terms and conditions for improvement to and the FBI's use of the Salt Lake County Sheriff's Office Firearms Range (hereinafter "Premises"), as agreed upon by the Parties.

2. BACKGROUND:

The FBI, Salt Lake City Division, has requested permission from the SLCSO to utilize the Premises located on property controlled and owned by the SLCSO. As further detailed in this MOA, the FBI is willing to provide funding to SLCSO to assist in the development and construction of an elevated berm on the corner of Range 2, construction to improve drainage on the roadway between ranges 2 and 3, and rebuild the Simunition Shoot House.

3. AUTHORITY:

The FBI is entering into this MOA under the authority provided by Title 28, United States Code (U.S.C.), Sections 533 and 530C, and Title 28, Code of Federal Regulations (C.F.R.), Section 0.85 and applicable United States Attorney General Guidelines.

4. SCOPE:

This MOA defines the terms and conditions for the use of the Premises, as agreed upon by the Parties as follows:

A. In consideration for funding provided by the FBI, the SLCSO shall provide to the FBI use of the facility training areas without charge for a minimum of fifteen (15) business days per year plus occasional times for make-up shoots as range availability allows, and one or two Saturdays a year for the FBI's Citizen's Academy liaison shoot; however, the good faith failure by either Party to meet the minimum day requirement shall not be deemed a default of this MOA by either Party.

B. The specific days of use of the Premises by the FBI during a calendar year shall be determined by mutual agreement between the FBI and the SLCSO no later than December 31 of

the preceding year. The Parties may mutually agree to provide additional weeks for the use of the Premises by the FBI. All agreements of this nature shall be in writing.

C. The SLCSO agrees to provide the FBI reasonable access to the Premises to facilitate access to and use of the training facilities.

D. All improvements to the Premises become the property of the SLCSO at the time of installation.

E. A Standard Operating Procedure (hereinafter "SOP") is established for the use of all the facilities on the Premises. SLCSO agrees to consult with the FBI in good faith when amending the SOP, but retain sole discretion on any amendments. Use of the Premises will require strict adherence to this SOP. The SLCSO will ensure that all entities utilizing the Premises comply with the SOP.

F. The SLCSO and the FBI agree to be solely responsible for their own clean-up of the Premises after each respective use. The parties agree that after each use, each party is responsible for restoring the Premises to a clean and usable condition. The clean-up process shall include removal of all debris, and used target material from the facilities. The FBI agrees to leave the spent shell casings (brass) on the range which the SLCSO can have Trustees pick up and send for recycling to support continued range operations. The SLCSO will be responsible for releases of hazardous substances (as defined by the Comprehensive Environmental Response Compensation and Liability Act, Title 41 U.S.C. Section 9601 et. Seq.), and removal of such hazardous substances from the premises.

G. The FBI will use reasonable due care in its use of the Premises and shall be responsible to the SLCSO for conducting all activities in a safe and prudent manner and so as not to endanger others while on SLCSO property. The FBI shall return the Premises to the SLCSO after each use in the same condition as before its use, except for reasonable wear and tear, or if it cannot do so, the FBI agrees to immediately notify the SLCSO and be financially responsible to the SLCSO for any necessary repairs.

H. The SLCSO and the FBI agree that the Premises will not be open to the general public or private parties for training for profit activities. A user fee may be charged, by the SLCSO, to other law enforcement agencies requesting to utilize the Premises for its intended purpose. This fee shall remain the SLCSO's to pay the upkeep, utilities, and other improvements as set forth in this agreement.

5. FUNDING

Contingent on the availability of funds, the FBI will provide funding on a reimbursable basis for upgrades and enhancements to the Premises, which is owned and operated by SLCSO. Specifically, the FBI hereby agrees to reimburse SCLSO up to One Hundred Thousand dollars (\$100,000.00) for the renovation and improvement of the Premises, specifically through the addition of an elevated berm on the corner of Range 2, and upon completion of that project, if funds remain, construction to improve drainage on the roadway between ranges 2 and 3, and/or

rebuild the Simunition Shoot House (in that order of priority) as consideration for and in lieu of FBI making to the SLCSO any other payments or incurring user fees on those days and dates that the FBI will conduct training at the Premises. The SLCSO agrees to pay for those utilities that may be situated upon the Premises at the time that the Premises is used pursuant to this MOA, which are reasonably consumed by the FBI during the FBI's use of the Premises. All upgrades and enhancements to the Premises funded, in whole or in part, under this MOA, will belong to SLCSO.

Both the FBI and SLCSO shall maintain records sufficient to render an accounting for the expenditures of these funds. Before incurring any given expense with these funds, the SLCSO will consult with and obtain the concurrence from the Special Agent in Charge (SAC) and the Primary Firearms Instructor (PFI) of the Salt Lake City Division FBI. SLCSO's obligations under this MOA are subject to the availability of FBI funding. If the FBI does not fund these improvements, the remaining provisions of this MOA the SLCSO will not be obligated to provide access as detailed in paragraph 4. A.

SLCSO will assume responsibility for providing appropriate perimeter security for the Premises in accordance with all applicable federal, state, and local laws and regulations. The SLCSO shall incur and be responsible for all costs in the routine maintenance of the Premises. Any unforeseen costs shall be mutually considered by both Parties for assignment of responsibility.

The SLCSO shall continue to be solely responsible for the maintenance of the overall Premises and solely responsible for costs of said maintenance, utilities, and any other related operating costs associated with the use of the overall Premises, including removal of hazardous substances as mentioned in paragraph 4F of this MOA. The SLCSO will take any and all appropriate steps to ensure the overall Premises are maintained in a manner that complies with applicable federal, state, and local laws and regulations related to the operation and use of the overall Premises.

6. NON-FUNDING

The parties acknowledge that funds are not presently available for the performance of this MOA beyond the end of the SLCSO's fiscal year, which is December 31st. Each Party's obligation beyond that date is contingent upon funds being appropriated for continued operation of the Premises. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for Premises operation under this MOA, then this MOA shall create no obligation on the SLCSO as to such fiscal year (or any succeeding fiscal year), SLCSO will not be obligated to provide access to the Premises as detailed in paragraph 4. A beginning on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this MOA and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the parties, and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this MOA, or any portion thereof.

7. LIABILITY

All persons being trained by the FBI on Premises at the request or invitation of the FBI will be at all times under direct supervision of authorized FBI instructors.

The FBI, as an agency of the United States Government, is self-insured and will, pursuant to the terms and conditions of the Federal Tort Claims Act (Title 28, United States Code, Section 1346(b) and Sections 2671 - 2680) assume financial responsibility for all claims for personal or property damage, including death, caused by the negligent or wrongful acts of FBI employees acting in the scope of their employment during the possession and use of the property.

The SLCSO assumes liability for the tortious acts and omissions of its employees pursuant to the applicable federal and state law. With regard to any liability which may arise from the use of the Premises, each party expressly agrees that it shall be solely and exclusively liable for the tortious acts of its own agents, servants, and/or employees in accordance with applicable federal and state law.

Unless specifically addressed by the terms of this MOA, each Party shall be responsible for any claims for damages to any person and/or property arising from its own conduct, and retain immunity and all defenses available to them pursuant to applicable state and federal law.

Nothing in this section prevents either Party from conducting an independent administrative review of the incident giving rise to a claim; however, final disposition of the claim shall be handled as provided herein. The SLCSO agrees to notify the FBI of any civil lawsuit or administrative claim arising out of an activity conducted pursuant to this MOA. The Parties further agree to cooperate fully with one another in the event of an official investigation, civil lawsuit, or administrative claim related to alleged negligence or misconduct arising from the use of the Premises.

The SLCSO shall not be responsible for any loss of any personal property or equipment belonging to the FBI for any reason under any circumstances.

8. AMENDMENT AND TERMINATION:

A. All activities of the Parties under this MOA will be carried out in accordance with the terms and conditions of the MOA.

B. Except as otherwise provided, this MOA may be amended by mutual, written consent of both Parties' authorized representatives.

C. Either Party may terminate this MOA upon thirty (30) days written notification to the other Party. In the event of such termination, the following rules apply:

1. The terminating Party will continue participation, financial or otherwise, up to the effective date of termination.

2. Each Party will pay the cost it incurs as a result of the termination. Should SLCSO terminate the MOA prior to the term agreed to herein, the SLCSO shall reimburse to the U.S. government the depreciated value of the improvements made with the funding. Although the use agreement is for 20 years, the depreciated value of the improvements shall be calculated by the cost of the improvements reduced by straight line depreciation, with no residual, over 10 years starting on the calendar year this MOA becomes effective.

3. All information and rights received under the provisions of this MOA prior to the termination will be retained by the Parties, subject to the provisions of this MOA.

4. If the FBI terminates this agreement prior to completion of the improvements described herein, it will reimburse SLCSO for the amount of any remaining costs incurred in good faith pursuant to contracts awarded for the construction of such improvements, up to \$100,000, less contracts that have been reimbursed by the FBI.

9. SETTLEMENT OF DISPUTES

Disagreements between the Parties arising under or relating to this MOA will be resolved only by consultation between the Parties and will not be referred to a local, state, or federal court.

The FBI and SLCSO will assign points of contact for this MOA. The Parties agree to coordinate safety issues, jurisdictional matters, legal matters, and other issues through their designated points of contact.

Issues or problems arising under this MOA that cannot be resolved by points of contact may be raised by either Party, through appropriate channels to the FBI's Contracting Officer, for resolution.

10. ENTRY INTO FORCE AND DURATION:

This MOA, which consists of ten (10) sections on five (5) pages, will enter into effect upon signatures of authorized representatives of the Parties and will remain in effect for twenty (20) years. It may be extended by mutual, written consent of the Parties' authorized representatives. This MOA is the complete and exclusive statement of agreement between the Parties with respect to the use of the Salt Lake County Sheriff's Office Firearms Range training facilities by the FBI and the provision of funding for renovation and improvements to the Premises. This MOA supersedes all written and oral proposals and other communications between the Parties. All activities of the Parties under this MOA will be carried out in accordance with the terms and conditions of this MOA. Nothing in this MOA is intended to create, nor does it create, an enforceable legal right or private right of action. The foregoing represents the understandings reached between the FBI and the SLCSO upon the matters referred to herein.

APPROVALS

FEDERAL BUREAU OF INVESTIGATION


Special Agent in Charge
FBI Salt Lake City Division

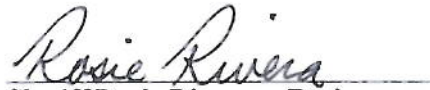
8/29/19
Date

SALT LAKE COUNTY

Mayor Jennifer Wilson or Designee

Date

Elected Office Approval
Salt Lake County Sheriff's Office


Sheriff Rosie Rivera or Designee

8-28-19
Date

Approved as to form

Melanie Mitchell
Digitally signed by
Melanie Mitchell
Date: 2019.08.28
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Melanie Mitchell, Senior Attorney