

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION
AND THE BRUNSWICK COUNTY SHERIFF'S OFFICE**

A. PURPOSE

This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the Federal Bureau of Investigation (hereinafter "FBI") and the Brunswick County Sheriff's Office (hereinafter "BCSO") wherein BCSO will make available to the FBI, BCSO's firearms ranges (hereinafter "Facilities ") for firearms and related law enforcement training as described below. As used in this MOU, the term "Parties" describes BCSO and the FBI. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U. S., or the officers, employees, agents or other associated personnel thereof.

B. AUTHORITIES

Authority to enter into this agreement can be found at 28 U.S.C., Section 533; 34 U.S.C., Section 10211 and 28 C.F.R., Section 0.85 and applicable United States Attorney General Guidelines.

C. USE OF FACILITIES

BCSO agrees to allow the FBI full use of the Facilities which are located at 191 Federal Way, NW, Supply, North Carolina 28422 (Outdoor Range), and 1040 Calabash Road, NW, Calabash, North Carolina 28422 (Indoor Simunition Facility) to conduct regular and specialized firearms training, special weapons and tactics training, and related demonstrations and events, together with necessary rights of ingress and egress to the Facilities. BCSO will be responsible for the maintenance of the Facilities, including any improvements and additions.

The Parties will meet as soon as practical after the MOU is executed for the current calendar year and prior to January 1 of each year thereafter for the following calendar year and agree on a schedule for FBI usage . The schedule and any changes in the schedule for the FBI use of the Facilities shall be approved in writing by BCSO's Senior Firearms Instructor. Requests by the FBI for scheduling change(s) will be made consistent with the Use provisions of this Agreement.

The FBI shall have access to the facility for firearms training for up to twelve (12) days per fiscal year. The FBI shall have scheduling preference over all other outside agencies with BCSO retaining first priority with the following exception. Once the FBI has scheduled its twelve (12) calendar days per fiscal year, any rescheduling request by the FBI will not affect the days already scheduled by other departments. The FBI will not schedule other local agencies' range usage, and days assigned to the FBI are for the FBI's own use exclusively.

The FBI shall use reasonable due care in its use of the Facilities and shall be responsible to BCSO for conducting all activities in a safe and prudent manner and so as not to endanger others while on BCSO property. The FBI shall return the Facilities to BCSO after each use in the same condition as before its use, except for reasonable wear and tear. If the range is damaged due to the actions of any FBI employees at the range, beyond reasonable wear and tear, the FBI agrees to immediately notify BCSO and be financially responsible to BCSO for

any necessary repairs. BCSO has no intention or obligation to staff the Facilities during FBI use.

D. RULES AND REGULATIONS

The FBI, its agents, employees, agree to abide by all rules and regulations, including the BCSO Outdoor Range Protocol attached to this document, which may now or hereafter be promulgated or adopted by BCSO relative to regulation of activities at the Facilities or on BCSO property.

The FBI agrees that no activity will be conducted at the Facilities or on BCSO property by the FBI, its agents and employees during the term of this MOU that is in violation of the laws and regulations of the United States, the State of North Carolina, the County of Brunswick, or any agencies or departments thereof, including, but not limited to environmental laws.

E. SUPERVISION/ACKNOWLEDGEMENT OF RISK

All agents or employees being trained by the FBI, at the range at the request 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. United States Government liability for claims for personal or property damage, including death, caused by the negligent or wrongful acts or omission of FBI employees acting within the scope of their employment is determined under the terms and conditions of the Federal Tort Claims Act (28 U.S.C., Sections 1346(b) and 2671, et seq.). Appropriate claims and judgments against the United States, to include claims made under the Federal Torts Claims Act, are paid out of the Judgment Fund (31 U.S.C., Section 1304).

The FBI is responsible for ensuring that all personnel using the Facilities, while they are assigned to or otherwise being used by the FBI, understand and agree that use of the Facilities is an inherently dangerous activity and that in consideration for being allowed to use the Facilities, each individual assumes the risk of any injuries that may occur while using the Facilities.

BCSO expressly disclaims any and all liability for damage or injury to FBI personnel related to this MOU. This disclaimer shall not apply to conduct defined as intentional misconduct by BCSO. BCSO shall not be liable for theft, vandalism or pilferage of the Facilities or any items contained therein during the use of the Facilities by the FBI.

F. TERM, AMENDMENT AND TERMINATION

This MOU becomes effective when approved by the Parties identified below and will remain in effect for five (5) years thereafter, with the MOU being reviewed and amended as needed by the Parties.

Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course of action.

G. GOVERNING LAW

This MOU is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any disputes regarding this agreement by mutual consideration between the FBI Special Agent in Charge and the BCSO Sheriff. This MOU is not intended and

should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof.

H. FORCE MAJEURE

Neither BCSO or the FBI shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control.

I. FUNDING

Contingent on the availability of funds, the FBI will provide BCSO with \$6,000 per fiscal year as reimbursement of costs associated with use of the facility by the FBI. Such requests should be forwarded by the appropriate BCSO official to the FBI POC and Special Agent in Charge for review, approval, and processing for payment.

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

J. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties.

FEDERAL BUREAU OF INVESTIGATION



2/9/2022

David P. Yates
Contracting Officer
Finance Division
National Acquisitions Programs Unit (NAPU)

Date

BRUNSWICK COUNTY SHERIFF'S OFFICE



2/9/2022

Sheriff John W. Ingram, V

Date

BRUNSWICK COUNTY

Chairman, Board of Commissioners

Date

ATTEST:

Clerk to the Board

[SEAL]

APPROVED AS TO FORM



Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC