

**MOTION:**

**January 22, 2013**

**SECOND:**

**Regular Meeting**

**Res. No. 13-**

**RE:**

**APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND THE BOARD OF COUNTY SUPERVISORS TO CONDUCT A MASTER PLAN STUDY CONCERNING THE CONSTRUCTION OF A SHARED RANGE FACILITY IN THE COUNTY; ACCEPT, BUDGET AND APPROPRIATE \$150,000 FROM THE FEDERAL BUREAU OF INVESTIGATION TO THE POLICE DEPARTMENT BUDGET TO SUPPORT THE MASTER PLAN STUDY AND AUTHORIZE THE CHAIRMAN OF THE BOARD TO EXECUTE THE AGREEMENT**

**ACTION:**

**WHEREAS**, the Federal Bureau of Investigation (FBI) has collaborated with over 40 localities across the country to fund and build shared facilities to be used by both the local FBI and local law enforcement agencies. Title to all improvements remains with the locality; and

**WHEREAS**, the FBI has expressed an interest in building a shared facility in the County to conduct firearms training for its agents, employees and/or appointees; and

**WHEREAS**, the existing range at the Public Safety Training Center is over 18 years old and has never been expanded. Not only does it no longer have the capacity to meet the needs of the Police Department, it is not appropriately designed to be used as a rifle range; and

**WHEREAS**, a Memorandum of Agreement has been prepared by the FBI for authorization by Prince William County; and

**WHEREAS**, the FBI will fund \$150,000 to support a Master Plan Study to determine feasibility of collaboration with the County; and

**WHEREAS**, no planning or construction of any infrastructure, buildings, or other improvements will be commenced without prior written approval of the County. New construction of the Facility will ultimately be determined once a Master Plan Study is completed; and

**WHEREAS**, the County Attorney has reviewed the Memorandum of Agreement and approved as to form;

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**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors does hereby approve the Memorandum of Agreement between the Federal Bureau of Investigation and the Board of County Supervisors to conduct a Master Plan Study concerning the construction of a shared range facility in the County; accept, budget and appropriate \$150,000 from the Federal Bureau of Investigation to the Police Department Budget to support the Master Plan Study and authorize the Chairman of the Board to execute the agreement as follows:

**Increase Revenue Budget**

252025/1722 – Other Revenue from Federal Government

\$150,000

\$150,000

**Increase Expenditure Budget**

252025/3201 – Professional Services

\$150,000

ATTACHMENT: Memorandum of Agreement between the Federal Bureau of Investigation and the Board of County Supervisors

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Acting Police Chief

**ATTEST:** \_\_\_\_\_  
**Clerk to the Board**

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE FEDERAL BUREAU OF INVESTIGATION**  
**WASHINGTON FIELD OFFICE**  
**AND**  
**THE BOARD OF COUNTY SUPERVISORS OF**  
**PRINCE WILLIAM COUNTY, VIRGINIA**  
  
**TO DEFINE THE**  
**SCOPE OF WORK AND RESPONSIBILITIES CONCERNING**  
**THE CONSTRUCTION OF A FIRE ARMS RANGE FACILITY**

**GENERAL PROVISIONS**

1. **PURPOSE:** The purpose of this Memorandum of Agreement (MOA) between the Federal Bureau of Investigation Washington Field Office (FBI/WFO) and the Board of County Supervisors of Prince William County, VA, a political subdivision, by and through its Police Department (PWC), hereinafter referred to as the "parties", is to define the scope of work and responsibilities of the parties concerning the construction of a fire arms range facility (Facility), to be designed and constructed on land currently occupied by the PWC, located at 13170 Public Safety Drive, Nokesville, Virginia 20181 (Premises) or on additional adjacent land as needed and identified in a Phase I Master Plan. It sets forth the proposed procedures for management, accountability, direction, reporting, and execution of this MOA, all of which will be finalized following the execution of this MOA and Phase I Master Plan (building/space programming, engineering, soil testing and site readiness).
2. **BACKGROUND:** The FBI/WFO Division has requested permission to use the Premises, which is owned/operated by the PWC to conduct firearms training for its Agents, employees and/or appointees. The FBI/WFO and PWC desire to work together to develop a plan to construct a new Facility for which PWC will provide the site. Title to all property and improvements will remain with PWC. No planning or construction of any infrastructure, buildings or other improvements will be commenced without prior written approval of PWC. New construction of the Facility will ultimately be determined once a Phase I Master Plan is completed. The new construction is in addition to the existing Facility and structures currently in use or planned in the future by PWC. The terms and conditions for the proposed

use of the Premises by the FBI are set forth below. It is understood that additional agreements with greater specificity will be developed to cover other areas as the project progresses (e.g. Administration, Operations and Maintenance).

3. **AUTHORITY:** The FBI is entering into this MOA under the authority provided by 28 U.S.C. §533 and 28 C.F.R. 0.8.5.
4. **SCOPE:** This MOA defines the proposed terms and conditions for the use of the Premises as agreed upon by the parties as follows:
  - Contingent on the availability of funds through the Defensive Systems Unit (DSU), Quantico, Virginia, the FBI will provide funding for the construction of a fire arms use Facility, to be designed and constructed on land currently occupied by the PWC or on additional adjacent land as needed and identified in the Phase I Master Plan. All applicable planning, design and construction of any new facility will follow PWC purchasing rules and regulations.
  - All improvements to the land will belong to the PWC. All routine maintenance, utilities, and other related costs will be borne by PWC. Additional agreements will be developed to address unforeseen/unexpected issues (e.g. damage). The PWC agrees to take, as part of its overall maintenance responsibilities, appropriate steps to insure the facility is maintained in a manner that complies with State and Federal environmental regulations and laws.
  - The FBI agrees to provide certified instructors, ammunition, targets, supplies and other required training items for its employees while using the facility and that no firearms or ammunition shall be stored at the facility without the permission of the appropriate PWC official.
  - The FBI acknowledges that its employees shall familiarize themselves with and shall abide by the rules and regulations of the use of the facility.
  - The parties agree that the facility will be for law enforcement training purposes only and will not be open to the general public. The parties recognize, however, that such training may include sponsored events by law enforcement for the general public.
  - The PWC will permit the FBI use of the facility without charge. Contingent upon the completion of the Phase I Master Plan; the FBI will provide funding for two 50 point handgun ranges and a rifle range. One handgun range will be for the sole use of the FBI. The other handgun range will be for the sole use of PWC. Either party will have the first right to request use of the other parties range when the respective party is not using said range. The rifle range will be a fire arms facility between the FBI and PWC.

5. **FUNDING:** The FBI hereby agrees to spend a sum of money not to exceed One Hundred and Fifty thousand dollars (\$150,000) for the Phase I Master Plan. The final Facility will be designed and constructed on land currently occupied by PWC or on additional land as needed and identified as part of the Master Plan. All sums provided will be in consideration for and in lieu of FBI paying to PWC a user fee on those days and dates that the FBI will conduct firearms training at the Premises. PWC 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 FBI during the FBI's use of Premises.

Expenditures involving FBI provided funding must receive the concurrence and approval of the Assistant Director in Charge (ADIC) and the Principal Firearms Instructor (PFI) in the WFO Division.

6. **LIABILITY:** The parties agree that each party is responsible for the negligent and wrongful acts omissions by its employees. In addition, the parties agree that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346 and 2671 et seq., for the negligent and wrongful act and omission by either parties' employee in the performance of assigned duties, the FBI shall be responsible for the investigation and disposition of said claim. The PWC agrees to notify the FBI of any administrative claim arising out of an activity conducted pursuant to this MOA. Nothing in this paragraph prevents any party from conducting an independent administrative review of the incident giving rise to the claim; however, final disposition of the claim will be handled as provided herein. Both parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the use of the range. The FBI agrees, at all time, to repair or replace any damage to any real or personal property of the PWC occurring while the Premises is under control and use of the FBI. The PWC shall not be responsible for any loss of any property or equipment, for any reason or under any circumstances, belonging to the FBI. Nothing herein should be construed as supplanting any applicable statute, rule or regulation.

7. **POINTS OF CONTACT:** The FBI and the PWC will assign points of contact (POCs) for this agreement. The POCs will address and resolve all issues related to this agreement. The parties agree to coordinate safety issues, jurisdictional matters, and other issues through their designated POC.

## 8. 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.

## 9. AMENDMENT, TERMINATION, ENTRY OR FORCE, AND DURATION

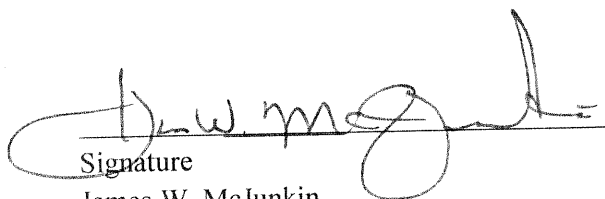
- a. All activities of the parties under the MOA will be carried out in accordance with the terms and conditions of this MOA.
- b. Except as otherwise provided, this MOA may be amended by the mutual written consent of the parties' authorized representatives.
- c. Either party may terminate this Agreement upon sixty (60) days written notice. Should this Agreement be terminated by the PWC prior to the end of the designated term, PWC will reimburse the FBI for the residual value of the remaining improvements. The residual value shall be calculated by the cost of the improvement reduced by the straight line depreciation over 25 years based on the calendar year this Agreement becomes effective.

## 10. FORCE AND EFFECT

This MOA, which consists of 10 Sections on 4 pages, will enter into effect upon signature of all parties and will remain in effect for five 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 proposed construction of a fire arms use classroom facility (Facility), to be designed and constructed on land currently occupied by the PWC, located at 13170 Public Safety Drive, Nokesville, Virginia 20181 (Premises) or on additional adjacent land as needed and identified in the Phase I Master Plan. This MOA supercedes 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 PWC upon matters referred to herein.

### FOR THE FEDERAL BUREAU OF INVESTIGATION



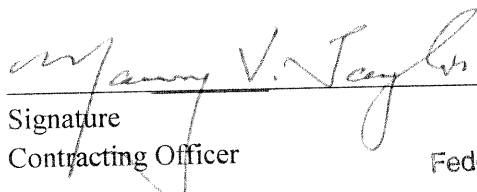
Signature

James W. McJunkin

Assistant Director in Charge

Washington Field Office FBI

10/18/12  
Date



Signature

Contracting Officer

Maury V. Taylor  
Contracting Officer  
Federal Bureau of Investigation

9/27/2012  
Date

**FOR PRINCE WILLIAM COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Prince William County, VA

\_\_\_\_\_  
Date

APPROVED AS TO FORM COUNTY ATTORNEY
DATE: 10/30/12



Melissa S. Peacor  
County Executive

## COUNTY OF PRINCE WILLIAM

OFFICE OF EXECUTIVE MANAGEMENT

1 County Complex Court, Prince William, Virginia 22192-9201  
(703) 792-6600 Metro 631-1703 FAX: (703) 792-7484

BOARD OF COUNTY SUPERVISORS  
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W.S. Wally Covington, III, Vice Chairman  
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Pete Candland  
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Michael C. May  
Martin E. Nohe  
Frank J. Principi

January 11, 2013

**TO:** Board of County Supervisors

**FROM:** Barry M. Barnard  
Acting Chief of Police

**THRU:** Melissa S. Peacor  
County Executive

**RE:** Approve Memorandum of Agreement Between the Federal Bureau of Investigation and the Board of County Supervisors to Conduct a Master Plan Study Concerning the Construction of a Shared Range Facility in the County; Accept, Budget and Appropriate \$150,000 from the Federal Bureau of Investigation to the Police Department Budget to Support the Master Plan Study and Authorize the Chairman of the Board to Execute the Agreement.

**I. Background** in chronological order is:

- A. Shared Facilities – The Federal Bureau of Investigation (FBI) has collaborated with over 40 localities across the country to fund and build shared facilities to be used by both the local FBI and local law enforcement agencies. Title to all improvements remains with the locality. Use of the facility will be shared between the FBI and the Police Department.
- B. Shared Facility in the County – The FBI has expressed an interest in building a shared facility in the County to conduct firearms training for its Agents.
- C. Current County Range Facilities are Inadequate – The existing range at the Public Safety Training Center is over eighteen (18) years old and has never been expanded. Not only does it no longer have the capacity to meet the needs of the Police Department it is not appropriately designed to be used as a rifle range. A new rifle range has been a top priority of the Police Department.

**II. Current Situation** is as follows:



- A. Memorandum of Agreement Has Been Drafted and Reviewed – The Memorandum of Agreement states that a Master Plan Study needs to be conducted to determine the feasibility of constructing a shared range facility. The Memorandum of Agreement further states that no planning or construction may begin without the prior written approval of Prince William County after completion and review of the Master Plan Study.
  - 1. Federal Bureau of Investigation Will Provide Funding – The FBI will give Prince William County \$150,000 in funding to support the cost of a Master Plan Study.
  - 2. New Construction – No planning or construction of any infrastructure, buildings or other improvements will be commenced without prior approval of Prince William County. New construction of the facility will ultimately be determined once a Master Plan Study is completed.
- B. Local Funding Approved for Range – Local funding of \$1.6 Million has been designated to build a rifle range at the Criminal Justice Academy. These funds are currently available in the Public Safety Training Center Expansion Project Fund and will remain available for other approved capital projects.
- C. Board Action Requested – The Board is requested to approve Memorandum of Agreement between the Federal Bureau of Investigation and the Board of County Supervisors to conduct a Master Plan Study concerning the construction of a shared range facility in the County; accept, budget and appropriate \$150,000 from the Federal Bureau of Investigation to the Police Department Budget to support the Master Plan Study and authorize the Chairman of the Board to execute the agreement.

**III. Issues in order of importance are:**

- A. Policy/Service Levels – What is to be gained by a joint venture?
- B. Timing – Is there a timing issue?
- C. Fiscal Impact – Will local funding be required to develop the master plan?
- D. Legal – Are there any legal concerns?

**IV. Alternatives in order of feasibility are:**

A. Approve Memorandum of Agreement between the Federal Bureau of Investigation and the Board of County Supervisors to conduct a Master Plan Study concerning the construction of a shared range facility in the County; accept, budget and appropriate \$150,000 from the Federal Bureau of Investigation to the Police Department Budget to support the Master Plan Study and authorize the Chairman of the Board to execute the agreement.

1. Policy/Service Levels – The FBI has been successful with this type of arrangement with over 40 localities across the country. This agreement dedicates portions of a new range facility to both the FBI and to Prince William County. Either party will have the first right to request use of the other parties portion of the range when the respective party is not using said range. Such an arrangement will greatly expand the Police Department's training capacity without incurring capital costs.

The current range facility is over eighteen years old and has never been expanded. The current facility no longer meets the needs of the Police Department and is not appropriately designed to be used as a rifle range.

2. Timing – The Master Plan study will begin as soon as possible upon approval of the Memorandum of Agreement.
3. Fiscal Impact – The funding associated with this Memorandum of Agreement is limited to a Master Plan Study and is sufficient to cover expected costs; no local funding is required. In the event that a final agreement is reached with the FBI to build a range facility at the Criminal Justice Academy, the FBI will fund all construction and related capital costs. Should an agreement to enter into a plan to build a range be approved by Prince William County, the project will be included in the Capital Improvement Plan; out year costs will be submitted as part of the five year plan for consideration.
4. Legal – The Memorandum of Agreement has been reviewed and approved as to form by the County Attorney.

B. Take No Action

1. Policy/Service Levels – Range capacity to support current staffing needs will remain limited.
2. Timing – There is no timing impact to the County if this agreement is not approved; the smaller county project will proceed.

3. Fiscal Impact – There is no County fiscal impact if this agreement is not approved; the smaller County only range project will move forward.
4. Legal – There are no legal impacts to the County if this agreement is not approved.

V. **Recommendation** is that the Board of County Supervisors concur with Alternative A and approve the attached Resolution.

Staff Contact: Barry M Barnard, Acting Chief of Police, ext.6650