

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. DEPARTMENT OF HOMELAND SECURITY,
U.S. IMMIGRATION AND CUSTOMS
ENFORCEMENT,
HOMELAND SECURITY INVESTIGATIONS,
SAN DIEGO
AND
THE CITY OF ESCONDIDO POLICE
DEPARTMENT**

1. **PARTIES.** The parties to this memorandum of agreement (MOA) are the U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations, San Diego (HSI-SND) and The City of Escondido Police Department (collectively "the Parties").
2. **AUTHORITY.** This MOA is authorized under the provisions of: 5 United States Code § 4105.
3. **PURPOSE.** This MOA is to document approval of, and terms and conditions for, HSI-SND to use the City of Escondido Police Department's firearms range/training facility located at 25855 Valley Center Road, Escondido, CA 92027 (the "Range") for firearms training activities
4. **TERMS AND CONDITIONS.**
 - a. HSI-SND desires to obtain the use of facilities operated and maintained by the City of Escondido for the purpose of training, and the City of Escondido has facilities for such training, including but not limited to, a Firearms Training Center and Firearms Range.
 - b. **APPROVAL FOR USE.** Subject to the City of Escondido's sole discretion, the City of Escondido hereby grants to HSI-SND temporary approval to occupy and use, subject to all the terms and conditions stated or referenced herein, and the City's firearms range/training facility fees as detailed in Attachment "B" to this Agreement, which is attached hereto and incorporated herein by this reference. During the term of this Agreement, Use fees may be updated as approved by the City Council.
 - c. **TERM/USE OF PREMISES.** City of Escondido's Firearms Training Center may be temporarily occupied and used by HSI-SND to conduct training during such days and dates as is mutually agreeable to the City of Escondido and HSI-SND. Any such dates and events shall be coordinated in advance with the City of Escondido. HSI-SND may request range dates via email at policerangescheduling@escondido.org.
 - d. **RANGE RULES.** At all times while at the Range, HSI-SND, their agents, employees, personnel, participants, volunteers, and other persons at the Range shall adhere to the

Rules for Range Use, a copy of which is attached hereto as Attachment "A" and incorporated herein by this reference. The Rules for Range Use may be revised at any time by the City and shall be binding on all individuals using the Range.

- e. The City of Escondido, who expressly reserves the right to refuse, restrict, or modify the type, duration, or date of any such training in the City of Escondido's sole discretion.
- f. **DURATION.** The MOA shall begin on October 1, 2024, and continue for one year. Any extensions will be by mutual, written agreement between the Parties.
- g. **LOCATION.** The City of Escondido's Firearm Training Facility is located at 25855 Valley Center Road, Escondido, CA 92027
- h. **NO WARRANTY.** The City of Escondido offers no warranty, express or implied, and makes no assurance with regard to the condition or fitness for use of the City of Escondido's Firearm Training Facilities or any equipment, tools, or materials thereon.
- i. **ASSUMPTION OF THE RISK.** Participation in training at the City of Escondido's Firearm Training Facility as contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person would be aware. To that extent, HSI-SND acknowledges and hereby assumes any and all risks associated with the training contemplated herein and the use of the City of Escondido's Firearm Training Facility.
- j. **LIABILITY.** HSI-SND, as part of ICE, is a component of the Department of Homeland Security (hereinafter "DHS") and as such, it is a self-insured entity supported by the U.S. Government. The Federal Tort Claims Act (HEREINAFTER "FTCA"), Title 28 U.S.C., Section 1346, et. seq., provides the sole means through which the U.S. Government resolves all issues of liability for the loss or destruction of property or personal injury, or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her offices or employment. If a party to the agreement, its personnel, patients, or other third parties suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of HSI while they are acting within the scope of their offices or employment as part of ICE and they must submit a claim under the FTCA. Any injury suffered by an AGENCY employee in connection with the use of the City of Escondido's Firearm Training Facility would be covered under the Federal Employees' Compensation Act ("FECA"), which provides workers' compensation benefits to federal employees through the Department of Labor's Office of Workers' Compensation Programs.
- k. **WAIVER OF CLAIMS.** HSI-SND hereby waives any claim for damages or injury against the City of Escondido, its officers, employees, volunteers, and agents, in connection with the use of the Facility for training and qualification, except where such damages or injury is caused by intentional or willful misconduct by the City of Escondido, the Firearms Training Facility or its officers, agents, volunteers, or employees.
- l. **Other Provisions.** Nothing in this Agreement is intended to conflict with current law or

regulation or the directives of DHS or ICE. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

- m. Termination. This MOA will remain in effect until terminated by the Parties. Either Party may terminate the MOA immediately upon written notice.
5. **REIMBURSEMENT**. With the exception of Use fees, the City of Escondido and the Firearms Training Facility agrees to waive any claim for compensation or reimbursement from HSI or any payment from the U.S. Government in relation to HSI's use of its Facilities under this agreement.
6. **FUNDS**. This MOA, in and of itself, does not result in the transfer of funds or other financial obligations between the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Any activities undertaken pursuant to this MOA shall be subject to the availability of funds.
7. **POINTS OF CONTACT**. The points of contact (POC) for this MOA for the Parties are listed below. The individuals listed have authority to review this MOA and approve amendments:

City of Escondido Police Department
Attn: Firearms Training Unit
1163 N. Centre City Parkway
Escondido, CA 92026
Email Address: erik.witholt@escondido.gov

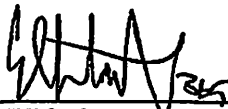
Shawn Gibson, HSI
Special Agent in Charge
880 Front Street, Suite 3200
San Diego, CA 92101
(619) 436-0615

Approved By:

SHAWN S GIBSON Digitally signed by SHAWN S GIBSON
Date: 2024.12.31 12:35:25 -08'00'

Shawn Gibson
Special Agent in Charge
U.S. Homeland Security Investigations

Date


Erik Witholt, Interim Chief
Escondido Police Department

12/31/24
Date

Attachment "A"
Rules for Range Use

- All uses of the Range must be approved by and scheduled through the Escondido Police Department ("EPD") Range Contact (Sgt. Jared Lunt, 760-839-4785, jlunt@escondido.org). The *Firearms Training Facility Range Agreement* must be filled out and approved by the EPD prior to any use of the Range.
- Range hours are from 0800-2200. Absolutely no shooting or excessive noise before 0800 or after 2200 hours. An EPD Range Master will be present to check you in and out of the range. If not present when you are ready to leave, you must lock the gates if you are the last to leave the facility.
- When booking the range, your start time is the time you want the gate open for your arrival. Make sure the rest of your people are aware of this and do not arrive early as they will be waiting at the gate or out on the highway.
- You may only use the range you have reserved. Any use of other ranges without prior approval by an EPD Range Master will result in additional charges and may result in cancellations of future range reservations.
- The Range may only be used by persons approved by and EPD Range Master, the EPD Range Sergeant or the EPD Training Manager.
- EPD Range Masters are in charge and shall have full command of the range at all times. When one is not present, the ranking EPD officer shall be in charge. The Range Master may remove anyone from the property at any time.
- All entities using the range facility will provide their own Range Safety Officer and obey the four rules of firearms safety, as set forth below, at all times. They will ensure this document is reviewed with all personnel prior to any training.
- Children (under 18 years old) are not authorized at the Range.
- All shooters and visitors must read, sign, and comply with the liability waiver form provided by the EPD.
- Non-law enforcement personnel shall only conduct line shooting; no tactical shooting is authorized, unless prior written approval is given by the Range Master.
- Shoot only in areas designated as live fire areas and only into designated backstops.
- Do not shoot wildlife, barricades, obstacles, or other "unconventional" targets. Do not use tables as barricades or obstacles.
- Do not shoot rifle rounds at handgun steel targets.

- Ear and eye protection shall be worn at all times while on the firing line for all shooters and spectators. Ear and eye protection are required while on the range property if the firing line is in use.
- No use of chemical agents/munitions without prior authorization and then only in approved areas.
- Report all incidents of injuries or property damage immediately to the on-duty Range Master. Any safety violations shall be reported immediately to the Range Master or the EPD.
- Firearms will be cased or holstered unless told to do otherwise by the Range Master. All weapons will be unloaded down range and verified safe before cleaning. Only paper or cardboard targets are allowed unless approved by the EPD.
- Clean up all trash and place it in the large dumpster and return all barricades, etc. to their original places. Clean up all brass and shooting trash. Do not throw brass into trash! Do not mix live ammo with spent casings. Empty shotshells shall be put into the trash and not mixed with brass.
- No pagers, cell phones, or other such devices are permitted at the firing line, unless approved by Range Master.
- Consumption of and/or being under the influence of alcoholic beverages and/or controlled substances by shooters or any guests while using the range is Strictly Prohibited.

Always follow the four firearm safety rules:

- Laser Rule – Be aware of your muzzle direction at all times
- Keep your finger off the trigger until you are ready to fire
- Be aware of your target, backstop, and beyond
- Treat every weapon as if it were loaded.

The Range Master may remove any personnel from the range facility for a violation of any of the safety rules.

In case of EMERGENCY notify the on-duty Range Master and/or contact EPD Dispatch at 760-839-4719.

**Escondido Police Department Range Facility
25855 Valley Center Road, Escondido, CA 92027**

Nearest Medical Facility: Palomar Medical Center, 2185 Citracado Parkway, Escondido, CA 92029

Attachment "B"
Range Use Fees

Police Firearms Facility - Range 1, 2, or Simulations Facility	\$1,000
Police Firearms Facility both Ranges 1 and 2	\$1,550
Police Firearms Facility - Range Classroom Use Half Day	\$300
Police Firearms Facility - Range Classroom Use Full Day	\$600
Sanitation fee for groups larger than 50	\$250