MEMORANDUM OF UNDERSTANDING

Between the

FEDERAL BUREAU OF INVESTIGATION and the City of Redondo Beach

For Use of the

JERRY CROWE REGIONAL TACTICAL TRAINING FACILITY

- I. PARTIES This Use Agreement is entered into by and between the Federal Bureau of Investigation (FBI) and the City of Redondo Beach.
- II. <u>AUTHORITIES</u> Authority for the FBI to enter into this agreement can be found at 28 U.S.C. § 533; 38 U.S.C. § 10211; and 28 C.F.R. § 0.85. The authority for the City of Redondo Beach to enter into this agreement can be found at Article IV, § 4 of the Redondo Beach City Charter and other applicable laws.

III. PURPOSE

- A. The purpose of this Memorandum of Understanding (MOU) is to define the terms of use by the City of Redondo Beach of the Jerry Crowe Regional Tactical Training Facility (JCRTTF) in Orange County, California. The City of Redondo Beach has requested use of the JCRTTF to conduct training for its personnel. The FBI operates the JCRTTF and agrees to allow the City of Redondo Beach to use the JCRTTF for training purposes on a cost-free basis.
- B. 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 United States, or the officers, employees, agents or other associated personnel thereof.
- C. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

IV. RESPONSIBILITIES

- A. The FBI has the exclusive responsibility of managing and administrating the use of the JCRTTF.
- B. Through this agreement, the FBI permits the City of Redondo Beach to use the JCRTTF on an "as available basis" as determined solely by the FBI.
- C. The City of Redondo Beach will ensure that its employees while using the JCRTTF are both legally and medically qualified according to City of Redondo Beach standards to perform firearms training.
- D. The City of Redondo Beach shall ensure that an agency qualified firearms instructor (and/or range master) is present on the firearms range at all times during firearms use. No training shall commence until authorized by the on-site FBI firearms instructor.
- E. The City of Redondo Beach shall abide by all FBI range safety protocols. The FBI retains the right to immediately stop any City of Redondo Beach training at the JCRTTF that the FBI determines to be unsafe or hazardous to the environment.
- F. The City of Redondo Beach shall keep a record of all ammunition, including type and quantity, discharged at the facility. The City of Redondo Beach shall provide a copy of this record to the FBI at the conclusion of each training day.
- G. The City of Redondo Beach agrees to be responsible for any damage to JCRTTF facilities caused by any act or omission on the part of City of Redondo Beach employees.

V. LIABILITY

- A. The City of Redondo Beach acknowledges that financial and civil liability, if any, for the acts and omissions of its employees remains vested with City of Redondo Beach.
- B. To the extent permissible by law, the City of Redondo Beach agrees to release and discharge the FBI, its personnel, agents, and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the City of Redondo Beach's use of the JCRTTF to conduct its training.
- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671 2680.

- VI. <u>DURATION</u> The term of the MOU shall be for three years. The MOU may be terminated at will by any party, provided written notice is provided to the other parties of not less than thirty (30) days.
- VII. <u>AMENDMENTS</u> This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the City of Redondo Beach.
- VIII. EFFECTIVE DATE This MOU shall be effective on the date of the last signature.

IX. POINTS OF CONTACT

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SIGNATORIES:	
	Date:
Name (printed)	Title
City of Redondo Beach	

Date: 3/13/2025

Rajiv S. Maan Special Agent in Charge Los Angeles Field Office Federal Bureau of Investigation