

CITY OF VINELAND

RESOLUTION NO. 2017-335

RESOLUTION AUTHORIZING THE EXECUTION OF AN  
AMENDED AGREEMENT FOR THE USE OF THE  
VINELAND POLICE DEPARTMENT TRAINING FACILITY

WHEREAS, the City Council of the City of Vineland adopted a resolution authorizing the execution of a Memorandum of Agreement with the United States Immigration and Customs Enforcement unit for the use of the Vineland Police Department training facility, more importantly, the shooting range located at 3369 Mays Landing Rd., Vineland, NJ; and

WHEREAS, the parties have agreed to amend the Agreement to reflect the obligation of the United States Government to reimburse the City of Vineland, or any costs associated with the defense, professional fees judgment amounts relating to any claim for personal injury or property damage by the parties when those injuries or damages caused by the United States government or its agents, employees, or personnel in connection with the use of the City of Vineland property.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor is authorized to execute an amendment to the Memorandum of Agreement between the United States Immigration and Customs Enforcement Unit and the city of Vineland. In the form attached hereto and made a part hereof.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
ENFORCEMENT AND REMOVAL OPERATIONS  
FOR PHILADELPHIA**

**AND**

**THE CITY OF VINELAND, NEW JERSEY  
ACTING BY AND THROUGH ITS POLICE DEPARTMENT**

**FOR**

**ACCESS AND USE OF THE VINELAND POLICE WEAPONS RANGE**

**GENERAL PROVISIONS**

- 1. PURPOSE:** The purpose of this Memorandum of Agreement (MOA) between the U.S. Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO), FOD Philadelphia and the City of Vineland, New Jersey, acting by and through its Police Department (VPD), hereinafter referred to as the "parties", is to define the scope of work and responsibilities of the parties with respect to use of the VPD Range located at 3369 Mays Landing Road, Vineland, NJ (Range). It sets forth the agreed upon procedures for management, accountability, direction, reporting, and execution of this MOA.
- 2. BACKGROUND:** ERO, FOD Philadelphia has requested permission to use the Range, which is owned/operated by the City of Vineland for use to conduct firearms training. The terms and conditions for use of the Range by ERO, FOD Philadelphia are set forth below.
- 3. AUTHORITY:** ERO, FOD Philadelphia is entering into this MOA under the authority provided by 6 U.S.C. §112(b); Delegation to Department of Homeland Security Organizational Elements, No. 160.1 (Mar. 3, 2004).
- 4. SCOPE:** This MOA defines the terms and conditions for use of the Range as agreed upon by the parties as follows:
  - VPD and ERO, FOD Philadelphia agrees to cooperate and work together for the benefit of all law enforcement training activities conducted at the Range.
  - ERO, FOD Philadelphia agrees to abide by all Range regulations.
  - Only members of ERO, FOD Philadelphia actively participating in training or

qualification will use the Range during the allotted time unless prior written approval has been granted by the VPD Range Officer.

Requests to use the Range are to be directed to the Range Control Officer at (856) 293-1114. ERO, FOD Philadelphia firearms training and qualification activities will be conducted on dates and during times allotted by the VPD.

Contingent upon the availability of funds, ERO, FOD Philadelphia agrees to repair, replace or reimburse the VPD for any damage(s) inflicted by ICE to Range equipment, targets, buildings, or Range property, not to include normal wear.

VPD reserves the right to expel from its shooting ranges any ERO, FOD Philadelphia sworn officers, employees and/or appointees who violate the established Range rules or Range safety rules.

ERO, FOD Philadelphia will be responsible for supplying all ammunition, targets, and related range supply materials consumed during firearms training and qualification activities.

**5. FUNDING:** All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. Except cost for repairs, replacement or reimbursement for any damage to range equipment, targets, buildings or range property. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. ERO, FOD Philadelphia's performance is subject to the availability of appropriated funds, that nothing in the agreement is or should be interpreted as an obligation of funds, and that any commitment of funds contemplated between the two parties must be contained in a separate written document.

**6. LIABILITY:** The parties agree that ERO, FOD Philadelphia is responsible for and assumes all risk associated with use of the Range while the Range is under the control and use of the ERO, FOD Philadelphia. ERO, FOD Philadelphia's responsibility during ERO, FOD Philadelphia's use of the Range, includes, but is not limited to, complying with all applicable laws, rules, and regulations of the Range, and providing appropriate and authorized trainers and supervision during use of the Range. Additionally, ERO, FOD Philadelphia is responsible for injuries or damages negligently caused by its employees acting within the scope of their employment, pursuant to the Federal Tort Claims Act (28 U.S.C. §§1346(b), 2401(b), and 2671-80).

All claims, which may be filed by any person or entity alleging damages resulting from any activity by Government employees in connection with its use of property owned or managed by VPD, will be processed by the Government in accordance with federal law, including the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-80, the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), and 31 U.S.C. § 9703. In consideration for the use of these properties, the Government agrees, to the extent allowed under federal law, to reimburse VPD for any and all costs of defense, professional fees, or judgment amounts relating to any claim for personal injury or property damage brought by parties when those injuries or damages were caused by

the Government or its agents, employees, or personnel in connection with the Government's use of the properties under this Agreement.

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. ERO, FOD Philadelphia agrees, at all times, to repair or replace any damage to any real or personal property of the VPD occurring while the Range is under the control and use of ERO, FOD Philadelphia. The VPD shall not be responsible for any loss of any property or equipment, for any reason or under any circumstances, belonging to ERO, FOD Philadelphia. Nothing herein should be construed as supplanting any applicable law, statute, rule, or regulation. Further, ERO, FOD Philadelphia shall save and hold Vineland harmless for any damage or injury caused by any of their agents, employees directly or indirectly related to their use of the VPD Range and shall indemnify Vineland for any and all costs incurred as a result of the same.

**7. WORKERS' COMPENSATION and OTHER INSURANCE:** ERO, FOD Philadelphia is responsible for all workers' compensation claims made by ERO, FOD Philadelphia employees as a result of the use of the Range.

**8. POINTS OF CONTACT:** ERO, FOD Philadelphia and the VPD will assign points of contact (POCs) for this MOA. The POCs will address all issues related to this MOA. The parties agree to coordinate safety issues, jurisdictional matters, and other issues through their designated POC.

The POC for ICE Shall be:

SFTO/FI Brian Nicklaw  
114 N. 8<sup>th</sup> Street  
Philadelphia, PA 19107  
(215) 239-5286

The Point of Contact for City of Vineland Police Department shall be:

Capt. Adam Austino, Patrol Division Commander  
111 North 6th Street  
Vineland, NJ 08360  
(856) 696-1212  
(856) 293-1114

**9. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION**

- a. All activities of the parties under this 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. Any party may terminate this MOA upon 30 days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the

following rules apply:

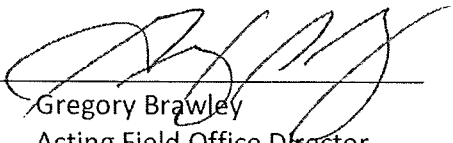
1. The terminating party will continue participation, financial or otherwise, to the effective date of termination.
2. Each party will pay the costs it incurs as a result of termination.
3. All information and rights therein received under the provisions of this MOA prior to the termination will be retained by the parties, subject to the provisions of this MOA.

**10. FORCE AND EFFECT:** This MOA, which consists of 10 Sections, 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 use of the VPD Range located at 3369 Mays Landing Road, Vineland, NJ and Range renovations. 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. The foregoing represents the understandings reached between ERO, FOD Philadelphia and VPD upon the matters referred to herein.

**FOR: U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
ENFORCEMENT AND REMOVAL OPERATIONS  
FOD PHILADELPHIA**

By: \_\_\_\_\_

  
Gregory Brawley  
Acting Field Office Director  
Immigration and Customs Enforcement

\_\_\_\_\_  
Date

7/21/17

**FOR THE CITY OF VINELAND**

By: \_\_\_\_\_

Rudy Beu  
Chief of Police  
City of Vineland Police Department

\_\_\_\_\_  
Date