

**Memorandum of Understanding
Between the County of Lake ("COUNTY") and the Sheriff of Lake County ("SHERIFF")
Concerning the Operation and Administration of the Lake County Sheriff's
Firearms Training Facility**

This Memorandum of Understanding ("MOU"), is entered into by and between the COUNTY and the SHERIFF (also referred to as the "PARTIES") for the purpose of establishing and achieving the efficient operation and administration of the Lake County Sheriff's Firearms Training Facility ("FACILITY").

While the COUNTY owns the FACILITY and the property upon which it is located, it has been determined that it is in the best interests of the COUNTY to have the SHERIFF operate the FACILITY. This MOU is written to detail general practices, procedures and responsibilities of the Parties, the general operation of the FACILITY and the delegation of authority from the COUNTY to the SHERIFF to operate it, including entering into agreements with law enforcement officers and agencies ("User(s)") to utilize the FACILITY, and collect all fees in connection with the use of the FACILITY. A sample of the Lake County Sheriff's Firearms Training Facility User Agreement ("User Agreement"), is attached as Exhibit A.

The COUNTY shall, by the signing of this MOU:

- 1) Authorize the SHERIFF to enter into and execute the User Agreement as operator of the FACILITY;
- 2) Approve and set the hourly user fees for the use of the FACILITY;
- 3) Review the hourly user fees periodically and adjust them accordingly based on the actual cost of operating the FACILITY; and
- 4) Determine the insurance requirements and limits of liability to be required under the User Agreement and review them annually and adjust them accordingly.

The SHERIFF shall, by the signing of this MOU:

- 1) Operate the FACILITY in accordance with the SHERIFF's Firearms Training Facility Standard Operating Procedures (S.O.P.);
- 2) Have select employees qualified as Certified Range Officers, certified by the Illinois Law Enforcement Training Standards Board, to be present, administer and teach small arms weapons training and safety.
- 3) Delegate to the Certified Range Officer or other designated Sheriff's employee the express right and authority to control and direct all operations of the FACILITY at all times;
- 4) Enter into a User Agreement with all persons or entities seeking to utilize the FACILITY;
- 5) Be the contact person for receiving queries, complaints, and commendations for services provided at the FACILITY under the User Agreement;

6) Familiarize all persons utilizing the FACILITY with the following S.O.P.: Safety Rules and Regulations, General Range Information, Facilities and Equipment and Rules of Conduct;

7) Determine the days and times of FACILITY operation and schedule training and related activities; and

8) Bill all users of the FACILITY monthly and collect all fees on behalf of the County.

This MOU may be amended by written agreement of both parties.

This MOU shall remain in full force and effect until either party elects to terminate it by 30 days written notice to the other.

The PARTIES acknowledge that this MOU memorializes the practices, procedures and responsibilities under which the PARTIES intend to operate.

The effective date of this MOU is the latest date opposite the PARTIES' signatures as indicated below.

SIGNED:

County of Lake

Date

Sheriff of Lake County

Date