

MEMORANDUM OF UNDERSTANDING BETWEEN THE
WAKE COUNTY SHERIFF'S OFFICE AND THE COUNTY OF WAKE

WHEREAS, The Wake County Sheriff's Office (herein after referred to as the "WCSO") regularly offers firearms training and practice, including mandated yearly firearms qualification to its sworn law enforcement officer employees; and

WHEREAS, other county, state and federal law enforcement agencies regularly offer firearms training and practice, including mandated yearly firearms qualification to its sworn law enforcement officer employees; and

WHEREAS, Wake County is the owner of the Wake County Firearms Education & Training Center, an indoor firearm shooting range, located at 3921 Old Holly Springs Apex Road, Apex, North Carolina 27539 (herein after referred to as "the Facility"); and

WHEREAS, Wake County desires to continue to offer the law enforcement training and practice use of the Facility to the WCSO and other local law enforcement agencies while the County evaluates long-term options for management and operation of the Facility for law enforcement and public uses of the Facility; and

WHEREAS, dual use of the Facility by law enforcement officers and the public is compatible with the historic purpose for which the Facility was constructed, the County acknowledges that the priority for use is the WCSO, other law enforcement agencies and Wake County citizens.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto agree as follows:

SECTION 1: PURPOSE AND USE

1. The purpose of this Agreement is to provide the WCSO exclusive access and operational hours at the Facility and the designated parking areas appurtenant thereto Monday through Friday from 8:00 a.m. to 5:00 p.m. and on Tuesday, Wednesday and Thursday evenings from 5:00 p.m. to 9:00 p.m. The WCSO shall have the exclusive use of Room 104 (B). Due to the storage of weapons and other equipment at the Facility the WCSO will have access to the Facility twenty-four hours a day, seven days per week. The WCSO acknowledges that the Facility will be available for public use for hours outside the hours set forth above.
2. The WCSO shall oversee the use of the Facility by other law enforcement agencies for employee training purposes. In execution of these duties, WCSO shall verify with the General Services Administration (herein after referred to as "GSA") that there is an executed Wake County License Agreement prior to third-party use of the Facility. WCSO will further affirm the use of the range by the outside law enforcement agency, so GSA can manage the collection of all fees. The WCSO and GSA will periodically review status of agreements and account receivables by other law

enforcement agencies.

3. The WCSO shall be responsible for furnishing and supplying all equipment, apparatus not required to be attached or affixed to the building supplies, and ammunition associated with the training exercises conducted for the WCSO within the Facility.
4. The WCSO will continue to operate the range in a manner consistent with the WCSO policies and procedures.
5. The WCSO shall require the removal of all cartridge casings (brass) from the range after each daily use and that the cartridge cases be deposited in the designated recycling bins with said casings being the property of the WCSO.
6. The WCSO shall require that law enforcement users of the Facility under the control of the WCSO leave the Facility in good working order after each use.
7. The Facility shall be made available to the WCSO free from any trash or debris from the use of the by the public or entities approved by Wake County.
8. Wake County will provide routine maintenance at the Facility including janitorial services, mowing, trash and litter pickup.
9. Wake County will provide all utilities (electric, gas, phone and internet services) and a video surveillance system.
10. Video surveillance footage from the Facility shall be solely owned by Wake County but shall be accessible to the WCSO on a daily basis. Notwithstanding the above, WCSO shall not reproduce, copy or disseminate any video surveillance footage without permission from GSA in accordance with the Wake County Safety Security & Loss Prevention Policy.
11. Wake County will provide all environmental work including lead reclamation, routine cleaning and monitoring required by all applicable state and federal laws.
12. Wake County will hire a consultant to evaluate and provide recommendations on future use of the Facility and to share said recommendations with the WCSO.
13. Establish a Core Facilities Committee comprised of representatives from the Wake County Sheriff's Office, Wake County, and the NC Wildlife Resources Commission, for providing feedback and recommendations on operations, utilization, and future plans for the Facility
14. Wake County will offer the Facility without charge to the WCSO.

Section 2: TERM

This Memorandum of Understanding will be effective as of the last date of execution as set forth below. It will continue in force on an annual basis until modified or terminated by written agreement of the parties hereto, or upon ninety (90) days written notice by either party.

COUNTY OF WAKE, NORTH CAROLINA

DocuSigned by:

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Kelli A. Braunbach, Director
General Services Administration

DATE: 11/21/2021, 20__

SHERIFF OF WAKE COUNTY

DocuSigned by:

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Gerald M. Baker

DATE: 11/18/2021, 20__