MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
AND THE
Agency Name
REGARDING USE OF
THE FEDERAL LAW ENFORCEMENT TRAINING CENTER
CHELTENHAM, MARYLAND

I. PARTIES

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, Federal Law Enforcement Training Center, Office of Cheltenham Operations Cheltenham, Maryland (hereafter, OCH or OCH Facility) and the **Agency Name** , Acronym , a non-partner organization.

II. AUTHORITY

This MOA is authorized under the provisions of the Homeland Security Act 2002, codified in Title 6, United States Code; The Economy Act as amended (31 U.S.C. 1535); Public Law 106-346, dated October 23, 2000; the FY2005 Homeland Security Appropriations Act, Public Law 108-334, 118 Stat. 1298; the Government Employees Training Act (5 U.S.C. 4101 et seq.); the U.S. Department of Homeland Security Management Directive Number 0450.1, and the Delegation of Authority for Supervision of Organization and Order of Succession at the Federal Law Enforcement Training Center, 7050.02.

III. PURPOSE

A. This MOA between the Acronym and the Department of Homeland Security (DHS), Federal Law Enforcement Training Center (FLETC) outlines the roles of the Acronym and the FLETC relating to the training of employees and use of the FLETC's OCH training facility.

B. This MOA agreement has no effect on any other agreement that may exist between the Acronym and the FLETC.

IV. ROLES

A. A training manager, designated by the Acronym and the FLETC's OCH Training Management Division Chief, shall jointly manage and coordinate all Acronym training at the OCH. The Acronym training manager will be responsible for submitting requests for training and use of OCH venues. The OCH Scheduling Office will be responsible for scheduling all requests for training at all OCH venues.

B. Subject to the Freedom of Information Act (5 U.S.C. 552), disclosure of information to the public regarding this MOA shall be made by Acronym following consultation with DHS FLETC's Disclosure Office, Office of Budget, Policy and Plans, Chief Information Officer Directorate.

C. The FLETC and the Acronym have determined that the use of the OCH for training is in the best interest of both organizations. The planning, coordination and scheduling of training at the OCH by both the Acronym and the FLETC is crucial to meeting both the Acronym 's training requirements and the FLETC's mission. The Acronym and the FLETC jointly agree to the following:

1. **FLETC**

   a. FLETC personnel assigned to the OCH are committed to providing the highest quality training in the most cost effective and safe manner to all law enforcement agencies.

   b. The OCH Site Director is responsible for maintaining, operating, and coordinating the use of the OCH facility in order to serve the Federal law enforcement agencies in the National Capital Region. State and local law enforcement agencies in the National Capital Region will be offered the use of the OCH on a space-available basis.

   c. The OCH Scheduling Office will make every effort to accommodate Acronym requests for facility usage provided sufficient advance notice is given.

   d. The FLETC will maintain control, oversight, scheduling and responsibility for maintenance and repair of the infrastructure at the OCH.

2. **Agency Name**

   a. The Acronym will ensure all personnel conducting training on the OCH meet applicable FLETC-OCH standards for instructor qualifications. The Acronym shall conduct all training in a manner that is safe, environmentally sound, and in compliance with published FLETC policies and procedures.

   b. The Acronym will submit Firearms Instructor Training Program Certificates or equivalent instructor qualification documents to the Chief, Cheltenham Advanced Weapons Branch for all agency personnel conducting firearms training at the OCH.

   c. The Acronym will ensure OCH venues utilized are restored to the original condition at the conclusion of training. This includes the policing of brass, refuse and other training material. Acronym will report all maintenance problems and property damage to the OCH.

   d. The Acronym will require students and staff to abide by FLETC policies and regulations while at the OCH. The Acronym and the FLETC agree all academic and disciplinary issues

will be referred to Acronym supervisory personnel. The FLETC will not discipline students or staff from the Acronym, but will assist the Acronym as necessary in remediating or investigating any incident. The Director of the FLETC, however, retains the right to deny access to, or remove any Acronym student or staff member from any FLETC facility, in accordance with FLETC directives and regulations if such action is warranted. Action will be taken only after notice and consultation with the Acronym Director of Training or designee.

e. Acronym personnel engaged with training at the OCH shall wear agency uniform or designated training attire. Acronym personnel on the OCH are required to wear a clearly visible Acronym or FLETC issue identification badge.

f. Acronym will provide all agency lesson plans and instructor guides to the FLETC CTMD Division Chief prior to the execution of training. Lesson plans and instructor guides are required for all agency specific training. All training at OCH is subject to a Risk Assessment, the CTMD will provide guidance on the execution of the Risk Assessment.

g. The Acronym will provide the OCH Scheduling Office with all projected training and venue use requirements to prepare the Master Schedule. The OCH Scheduling Office will address additions, adjustments, and cancellations to the schedule in an equitable manner.

h. The Acronym will provide the OCH Scheduling Office with training requests at least sixty (60) days in advance of the quarter in which the training will be conducted via the online process. The OCH Scheduling Office will make every effort to meet the Acronym 's requests. Requests and changes made after the sixty (60) day lead-time will be handled on a case-by-case basis, provided space is available.

i. The use of any OCH venue will be coordinated and scheduled through the OCH Scheduling Office prior to the Acronym conducting any activity in order to maintain safety and appropriate coordination with other activities.

j. The Acronym will ensure all personnel attending training at the OCH provide Personally Identifiable Information (PII) as required by the FLETC, inclusive of: name, date of birth, social security number, and email address. Failure to provide required PII will result in the denial of training.

k. Acronym agrees to comply with the Training Policy Summary (Attachment 1).

l. Acronym , (NON-FEDERAL AGENCIES ONLY) agrees to submit the attached Hold Harmless Agreement (Attachment 2).

V. POINTS OF CONTACT

A. The authorizing official for the **Agency Name** or designee is the point of contact for all matters relating to Acronym training at the OCH.

Name:
Office:
Address:
Phone Number:
Fax Number:
E-mail address:

B. The Cheltenham Site Director or designee is the point of contact for all activities at the OCH.

Name:	Ted H. Sparks
Office:	Site Director Office of Cheltenham Operations
Address:	9000 Commo Road, Cheltenham MD 20588-4000
Phone Number:	301-868-5461
Fax Number:	301-868-6549
E-mail address:	ted.sparks@dhs.gov

VI. FACILITIES

A. The FLETC retains ownership of all buildings and grounds at the OCH. The FLETC will maintain all buildings and grounds to ensure all facilities assigned to the Acronym are clean, safe, and mechanically sound.

B. Any structural additions or modifications requested by the Acronym requiring new construction or renovations of space assigned must be mutually agreed upon by both parties. In the absence of an appropriation sent directly to the FLETC, both parties agree that funding for such renovations or modifications will be reimbursed to the FLETC by the Acronym

C. Building and office space assigned to the Acronym will be appropriately identified by the FLETC with mutually approved signage. The FLETC will provide secure temporary storage space for Acronym weapons and ammunition used in training at OCH.

VII. FUNDING

A. Training:

1. FLETC Directive 33-01A and Federal Acquisition Regulations require that financial agreements, reimbursable agreements, or training registration forms that provide funding authority to the FLETC are submitted prior to the start of the training program or prior to services rendered.

2. These documents may be submitted annually, monthly, or per occurrence in advance and will obligate the Acronym for reimbursement of the direct costs

of training including tuition (expendables) and miscellaneous (operational) costs, as defined by FLETC Directive 33-01.

3. The FLETC will prepare one consolidated invoice per month for all training programs conducted during the previous month. Payments will be drawn from the Intra-governmental Payment and Collection System (IPAC), or as prescribed by the obligation document provided by **Agency Name** prior to the start of the training.

B. Space:

1. Requests for the use of office or other space require submission of an annual obligation document that may be separate from or combined with that for annual training.
2. FLETC will bill quarterly for only the pro-rata share of direct costs of services/utilities provided as determined by actual invoices.

VIII. STAFFING

A. The FLETC will staff all Acronym firearms training with at least one (1) firearms instructor. FLETC policy dictates specific instructor to shooter ratios based on the training activity. The Acronym is encouraged to staff the required number of firearms instructors to meet established ratios; however, if the agency cannot meet the specified ratios, the FLETC will provide firearms instructors on a reimbursable cost basis.

B. The FLETC will staff select training with the requisite number of instructors or Safety Officers as deemed appropriate by OCH management. The Acronym will be notified in advance of instructor staffing requirements.

C. The Acronym is encouraged to provide detailed instructors to the OCH. Detailed Instructors must be capable of meeting the basic requirements outlined by the FLETC to instruct in FLETC programs. Detailed instructors will be supervised by their respective FLETC Branch Chief.

D. Where feasible, Acronym instructors detailed to the FLETC will generally be assigned to instruct agency personnel before being assigned to instruct in other training. Instructors detailed to the OCH shall be responsible for all agency personnel attending training at the OCH.

E. Acronym instructors detailed to the OCH for more than ninety (90) days will receive a performance appraisal by the FLETC supervisor. This appraisal will be provided to the agency.

F. The FLETC recognizes there may be times Acronym detailed instructors are required for agency commitments. The Acronym will coordinate in advance with the FLETC supervisor.

G. The FLETC recognizes many National Capital Region law enforcement agencies have operational commitments that preclude the permanent assignment of personnel to the OCH. In these cases, agencies are encouraged to have sufficient personnel trained as qualified alternate instructors. These instructors

will assist with Acronym training at the OCH and will return to their respective agency upon conclusion.

IX. OTHER PROVISIONS

Nothing in this Agreement is intended to conflict with current law, regulations, Directives of the DHS or other party. 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.

X. EFFECTIVE DATE

This MOA shall take effect immediately upon the signature of both parties.

XI. MODIFICATION/PERIODIC REVIEW

A. Either the FLETC or the Acronym has the right to request a review of this MOA at any time. The party desiring a review shall provide the other party written notification not less than thirty (30) days prior to the requested review.

B. Changes to this MOA may only be made with the mutual consent of both parties and must be agreed upon in writing.

XII. TERMINATION

Should either party wish to withdraw from this MOA, the party initiating such action must give the other party a minimum of thirty (30) days written notice.

Date	Date
Assistant Director Field Training Directorate Federal Law Enforcement Training Center Department of Homeland Security	Please put your position title in this box. **Agency Name**