

**MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF
HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS
ENFORCEMENT, HOMELAND SECURITY INVESTIGATIONS, DENVER
AND YELLOWSTONE COUNTY, MONTANA
MICHAEL A. SCHAFER TRAINING FACILITY**

This agreement (“Agreement”) is made and entered into on this 17th day of November, 2025, between Yellowstone County, Montana, the Yellowstone County Montana Sheriff’s Office, their officers, agents, employees, representatives, board members, predecessors, successors, and assigns, and each of them in both official and individual capacities (hereinafter collectively referred to as “the County”), and the Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations – Denver (HSI-Denver). (hereinafter referred to as “HSI-Denver”).

WHEREAS HSI-DENVER is authorized to enter into this agreement pursuant to the Government Employees Training Act, 5 U.S.C. §§ 4101 and 4105 permitting agencies to “make agreements or other arrangements for the training of employees of the agency by, in, or through non-Government facilities.”

WHEREAS, the Michael A. Schafer Training Facility (hereinafter the “Facility”) is situated on approximately one hundred-fifty (150) acres of County property, with a mailing address of 1415 Shepherd Acton Road. The Facility consists of two separate firing ranges found on six (6) acres located within the Facility. Both firing ranges are fenced off with chain link fencing complete with barbed wire uppers 9’ high. One firing range is dedicated for handgun training, which has adjacent to it a small shed that serves as an observation tower; the other firing range is used for a variety of weapons including long rifle training. Additionally, the Facility has a classroom building, kitchen, restrooms, a small garage to house equipment and a gun cleaning

building. In addition, and outside the fenced perimeter is a modular home designated as the “shoot house” which is used for realistic training using simulated munitions;

WHEREAS, the HSI-Denver wishes to make use of the Facility for the benefit of employees of the HSI-Denver for the purpose of sanctioned training, including but not limited to, firearms training, day, and night shoots and any other voluntary or mandatory law enforcement training;

WHEREAS, the County is willing to permit the HSI-Denver to use the Facility, but at the same time, the County is unwilling to assume the risk for the HSI-Denver’s use of the facility;

WHEREAS, it is then in the mutual interest of the County and the HSI-Denver to enter into the agreement as set forth below;

NOW, THEREFORE, in and for good consideration, the sufficiency of which is hereby mutually acknowledged and for the mutual covenants and promises set forth below, the County and the HSI-Denver enter into this Agreement, effective immediately upon execution of this document, the terms which are as follows:

1. The County agrees to allow the HSI-Denver to utilize the Facility on specified days during the length of this Agreement for the purpose of sanctioned day and night firearms training and any other voluntary or mandatory use consistent with generally accepted law enforcement training.
2. HSI-Denver shall be responsible for the acts or omissions of its employees acting within the scope of their federal employment only to the extent authorized by the Federal Tort Claims Act (FTCA), 28 §§ U.S.C.2671-80, and other applicable federal law. Federal agencies, as part of the United States government, are bound by federal laws including the FTCA and the Anti-Deficiency Act, 31, U.S.C. § 1341. HSI-

Denver is effectively “self-insured” under the FTCA, which provides the United States may be sued for damages to or loss of property, personal injury, or death caused by the negligent or wrongful act or omissions of a federal agency’s employees while those employees are acting within the scope of their offices.

3. This Agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound. In addition, HSI-Denver is prohibited from subleasing the Facility to individuals or agencies without the express written permission of the County.
4. The County makes no warranty, either express or implied, as to the fitness of the Facility for a specific use, and the parties to this Agreement agree that use of the Facility necessarily creates dangerous and hazardous conditions by anyone for any purpose and that any use of the Facility represents dangerous conditions that can result in serious injury up to and including death.
5. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the United States and to the extent that they do not conflict with the laws of the United States, the laws of the State of Montana. This Agreement shall remain in full force and effect for one year from the date the HSI-Denver executes this Agreement. ~~Thereafter, it is the intent of the parties to renew this Agreement on an annual basis.~~ The County reserves the right to modify this Agreement at anytime during the term of this Agreement with the concurrence of HSI-Denver. Either party may terminate this agreement with written notice of termination sent certified mail to the other party.

6. The County shall not hold harmless or indemnify HSI-Denver for any demands, liability, claims, actions, and cause of action, suits, losses, judgments, or settlements whatsoever.
7. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and shall remain enforceable in accordance with the terms hereof.
8. Each of the undersigned persons represents and warrants that he or she is authorized to execute this Agreement on behalf of the respective party, and that he or she has the full power and authority to bind such party to each and every provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representative on the dates herein subscribed.

YELLOWSTONE COUNTY
By: Board Chairman Mark Morse

Date

DHS/ICE
HOMELAND SECURITY
INVESTIGATIONS – DENVER

ISRAEL J BARRERA

Digitally signed by ISRAEL J BARRERA
Date: 2025.11.17 13:28:48 -07'00'

Date