

Memorandum of Understanding and Waiver of Liability
Between
The Burnet County Sheriff's Office and The Texas Department of Public Safety
Regarding
The Use of the Burnet County Sheriff's Office Firearms Training Facility

This Memorandum of Understanding (MOU) and Waiver of Liability ("Waiver") is entered into by and between the Burnet County Sheriff's Office (BCSO) and the Texas Department of Public Safety (DPS) in order to establish the terms by which DPS may access and utilize the BCSO Firearms Training Facility (hereafter, "range") located at 2341 FM 963 in Burnet County, Texas.

The Department of Public Safety Agrees to:

- 1) Comply with the provisions of the BCSO Range Use Standard Operating Procedure (SOP), as amended.
- 2) Indemnify, hold harmless and defend BCSO, and any of its employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with:
 - a. Any training, evaluation, testing, qualification, or other event involving the discharge of firearms (hereafter, collectively "training");
 - b. The range, buildings, land, and premises;
 - c. DPS's presence on or use of said range; and
 - d. Any and all acts or omissions of or by DPS Personnel.
- 3) Should any claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States or of any State, or under any theory of law or equity, DPS will indemnify, hold harmless and defend BCSO, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against BCSO, whether individually, jointly, or in solido with DPS, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Burnet County Sheriff's Office Agrees to:

- 1) Provide DPS with access to the range, consistent with the BCSO SOP, and provided that such access does not conflict with BCSO training events,
- 2) Provide DPS with updated SOP documents upon request or as soon as possible after amendment,
- 3) Waive SOP provision(s) related to prohibiting specific models of firearm(s) on the BCSO range, and
- 4) Safeguard, through policy and practice, any DPS equipment that both parties have agreed to keep, maintain, or store at the range.

Both parties agree:

- 1) This MOU is effective as of the date of the later signature below,
- 2) Either party may terminate this MOU at any time, without advance notice, by providing the other party with a written memo indicating the termination, and
- 3) This MOU shall remain in effect until terminated by either party.

Alan Trevino
Chief Deputy, BCSO
For Calvin Boyd, Sheriff

Date

Whomever
For TXDPS

Date