

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BURNET COUNTY SHERIFF'S OFFICE AND
BURNET POLICE DEPARTMENT**

THIS **MEMORANDUM OF UNDERSTANDING** (hereinafter, the "MOU") is made and entered into this 20th day of March, 2018 by and between the Burnet County Sheriff's Office(hereinafter referred to as "BCSO"), and Burnet Police Department (hereinafter referred to as "BPD").

WITNESSETH:

WHEREAS, BPD owns and facilitates a firearms range;

WHEREAS, such firearms range is utilized in the training of law enforcement officers;

WHEREAS, BPD would like to aid local law enforcement agencies in training;

WHEREAS, BCSO does not have a firearms range for training;

WHEREAS, BCSO would like to utilize the firearms range and participate in activities at the BPD firearms range,

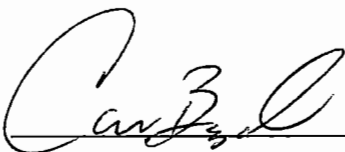
WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this MOU to memorialize their willingness and ability to assist one another, in order to further enhance training of local law enforcement officers.

NOW, THEREFORE, BE IT AGREED THAT:

1. **Purpose.** The purpose of this MOU is to set forth the terms and conditions under which Participant may use the firearms range facility.
2. **Term.** This MOU shall become effective upon the date annotated above, and shall remain in full force and effect until cancelled by mutual agreement of the Parties. Upon becoming effective, this MOU shall supersede all previous agreements between the Parties concerning the usage of the firearms range.

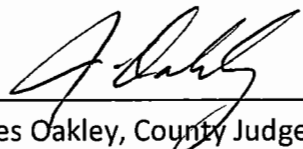
3. **Policy.** BPD reserves the absolute right to initiate, change or eliminate facilities, services and programs, and to change its hours of operation. BPD also reserves the right to refuse access to any employee or representative of BCSO.
4. **Rules and Procedure.** BCSO agrees to abide by and follow all rules and procedures established by the BPD. Failure to abide by rules and procedures established by BPD may result in removal of any employee or representative of BCSO from firearms range.
5. **Compliance with Laws.** This MOU is subject to all federal, state, and local laws.
6. **Amendments.** This MOU may be amended only by written agreement signed by duly authorized representatives of the parties hereto.
7. **Termination.** Either party may suspend or terminate this MOU at any time by giving written notice of termination.
8. **Notice.** Notice may be given by fax, hand delivery or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after deposit in the U. S. mail, if sent by certified mail. Notice shall be as follows:

IN WITNESS WHEREOF, the parties hereto have made and executed this to the MOU on the respective dates under each signature.



Calvin Boyd, Sheriff
Burnet County Sheriff's Office

Date: 3-23-18



James Oakley, County Judge, Burnet County

Date: 3-27-18

Paul Nelson, Chief of Police,
Burnet Police Department

Date: _____

David Vaughn, City Manager, City of Burnet

Date: _____