

11/22/24, 10:48 AM

Burnet County Mail - Fwd: MOU with DPS

Megan Schumann <mschumann@burnetcountytexas.org>

Thu, Nov 21, 2024 at 4:42 PM

To: Stephanie McCormick <smccormick@burnetcountytexas.org>, James Oakley <joakley@burnetcountytexas.org>, Karin Smith <ksmith@burnetcountytexas.org>

Hey Stephanie, I was reviewing the draft agenda and do not remember seeing this one on there. Could you add it?

Thank you,

Megan

[Quoted text hidden]

20g.

Memorandum of Understanding and Waiver of Liability (1) (1).docx

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Stephanie McCormick <smccormick@burnetcountytexas.org>

Thu, Nov 21, 2024 at 4:43 PM

To: Megan Schumann <mschumann@burnetcountytexas.org>

Yes I never rec'd confirmation or a request but I put it on there when I talked to Karin.

Thank you,

Stephanie McCormick

Burnet County Administrative Director/Court Coordinator

Judge James Oakley

512-715-5276

New email : smccormick@burnetcountytexas.org

WE ARE BACK TO IN PERSON HEARINGS. ATTORNEY AND CLIENT ARE EXPECTED TO BE PRESENT FOR THE HEARINGS.

IF THIS IS A PROBATE HEARING MATTER, PLEASE RESPOND WITHIN 24 HOURS SO THAT WE MAY CONTINUE TO GIVE OUT DATES AND TIMES TO OTHER ATTORNEYS. IF YOU NEED LONGER THAN 24 HOURS, PLEASE KNOW THAT YOUR DATE AND TIME MAY NO LONGER BE AVAILABLE AND YOU MAY NEED TO CALL FOR NEW DATE/TIMES.

[Quoted text hidden]



Megan Schumann <mschumann@burnetcountytexas.org>

Fwd: MOU with DPS

3 messages

Karin Smith <ksmith@burnetcountytexas.org>

Thu, Nov 21, 2024 at 1:34 PM

To: Eddie Arredondo <earredondo@burnetcountytexas.org>, Megan Schumann <mschumann@burnetcountytexas.org>

----- Forwarded message -----

From: **Alan Trevino** <atrevino@burnetsheriff.com>

Date: Wed, Nov 13, 2024 at 10:31 AM

Subject: MOU with DPS

To: Karin Smith <ksmith@burnetcountytexas.org>, Stephanie McCormick <smccormick@burnetcountytexas.org>, Eddie Arredondo <earredondo@burnetcountytexas.org>, James Oakley <joakley@burnetcountytexas.org>

The Sheriff's Office would like to have the attached MOU included on the agenda for discussion and action at the next scheduled commissioners court meeting, November 26, 2024.

The MOU was previously presented to County Attorney Arredondo for review and recommendations. Please advise if there is anything else you need from us.

Alan Trevino

Chief Deputy

Office of
Calvin Boyd, Sheriff
Burnet County Sheriff's Office
1601 East Polk / P.O. Box 1249
Burnet, Texas 78611
512-756-8080
512-756-0033 Fax



Memorandum of Understanding and Waiver of Liability (1) (1).docx

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

The Department of Public Safety Agrees to:

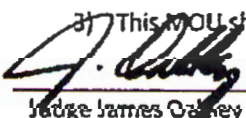
- 1) Comply with the provisions of the BCSO Range Use Standard Operating Procedure (SOP), as amended.
- 2) Indemnify, hold harmless and defend COUNTY, and any of its employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out 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 COUNTY, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against COUNTY, 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:

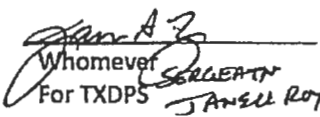
- 1) Provide DPS with access to the range, consistent with the BCSO SOP, and provided that such access does not conflict with BCSO training events,
- 2) Provide DPS with updated SOP documents upon request or as soon as possible after amendment,
- 3) Waive SOP provision(s) related to prohibiting specific 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.


Judge James Oakley
Burnet County Judge

Date


Whomever
For TXDPS
Sergeant
J. Ansell Roy

12/13/24

Date