



# HIDALGO COUNTY SHERIFF'S OFFICE

**SHERIFF J.E. "EDDIE" GUERRA**

September 22, 2015

Office of Inspector General  
3700 N. 10<sup>th</sup> Street Suite 250  
McAllen, Texas 78501

Re: Memorandum of Understanding for Shooting Range Use/Training

Dear Special Agent Michael Garcia:

Please review the enclosed Memorandum of Understanding for the utilization of our Hidalgo County Sheriff's Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

  
J.E. "Eddie" Guerra  
Hidalgo County Sheriff

STATE OF TEXAS

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COUNTY OF HIDALGO

§

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH  
THE HIDALGO COUNTY SHERIFF'S OFFICE  
AND OFFICE OF INSPECTOR GENERAL  
FOR SHOOTING RANGE USE/TRAINING**

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the OFFICE OF INSPECTOR GENERAL, hereinafter referred to as LAW ENFORCEMENT AGENCY, for the purposes of providing training, as more particularly described as follows:

**WHEREAS**, COUNTY and LAW ENFORCEMENT AGENCY have agreed to contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

**WHEREAS**, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

**WHEREAS**, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

**WHEREAS**, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

**WHEREAS**, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

**NOW, THEREFORE**, to enhance cooperation amongst federal, state and local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.
  
2. IN CONSIDERATION OF THE FACILITY SHARING: LAW ENFORCEMENT AGENCY further agrees to the following:
  - a. The LAW ENFORCEMENT AGENCY agrees to scheduling use of the RANGE at a mutually agreeable time and date.
  - b. The LAW ENFORCEMENT AGENCY agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
  - c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.
  - d. The RANGE is the property of the COUNTY and SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.
  - e. The LAW ENFORCEMENT AGENCY agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, such as training.
  - f. The LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by their employees, and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any scheduled use of the RANGE.
  - g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.
  
3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

- 4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

**COUNTY OF HIDALGO, TEXAS:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Date

**HIDALGO COUNTY SHERIFF**

By: \_\_\_\_\_  
J.E. "Eddie" Guerra, Sheriff

\_\_\_\_\_  
Date

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Date

**LAW ENFORCEMENT AGENCY:**

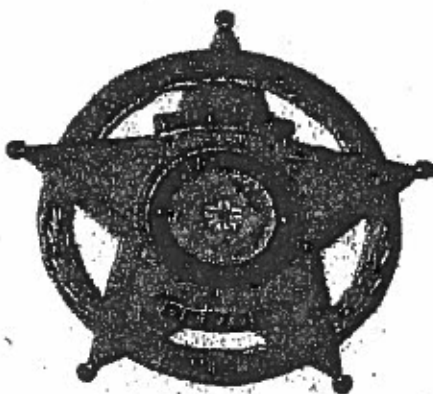
By: \_\_\_\_\_  
Michael Garcia, Special Agent

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Office of Criminal District Attorney, Hidalgo County, Texas

By:  \_\_\_\_\_ Date: 12/9/15  
Josephine Ramirez Solis, Assistant DA

# **EXHIBIT "A"**



## **HIDALGO COUNTY SHERIFF'S OFFICE** **FIREARMS RANGE SAFETY RULES**

1. **Treat all firearms as though they were loaded.**
2. **Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.**
3. **Be certain of the target and what is beyond.**
4. **No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.**
5. **All firearms training must be properly and adequately supervised.**
6. **Strict discipline and bearing will be maintained.**
7. **Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.**
8. **Keep the firearm pointed down range at all times.**
9. **No tobacco products on the firing line.**
10. **Never permit the muzzle of a firearm to touch the ground.**
11. **Pay strict attention to the Rangemasters.**
12. **No one should be on the firing line except those firing.**
13. **Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.**
14. **All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.**
15. **All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.**
16. **These rules apply to all personnel regardless of rank or agency.**

**HCSO Academy: 381-7979**

**Emergency: 9-1-1**

**Air Ambulance: 1-800-247-3822**

# EXHIBIT "B"

## **Waiver Agreement**

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, \_\_\_\_\_ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVOCALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
- INJURY AND/OR DAMAGE TO REAL AND/OR PERSONAL PROPERTY.

FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### **INDEMNIFICATION:**

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Agency: \_\_\_\_\_

Address/location: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness/Hidalgo County Representative

**Hidalgo County Sheriff's Office  
Shooting Range Use and Training Agreement Addendum**

1. The U.S. Department of Health and Human Services, Office of Inspector General (HHS OIG), is a Federal agency.
2. In the event of litigation, Federal law would determine applicable law and the payment of attorneys' fees.
3. Liability for damages or injuries caused by employees or agents of HHS OIG is determined in accordance with the Federal Tort Claims Act.
4. The Federal government is self-insured and does not carry liability insurance. HHS OIG will be liable for damages in accordance with the Federal Tort Claims Act.
5. The Federal government is generally not permitted to agree to indemnify against potential future claims, since this would commit future appropriations in violation of the Federal Antideficiency Act (31 U.S.C. § 1341). HHS OIG will be liable for damages in accordance with the Federal Tort Claims Act.

**COUNTY OF HIDALGO, TEXAS:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_ Date

**HIDALGO COUNTY SHERIFF**

By: \_\_\_\_\_  
J.E. "Eddie" Guerra, Sheriff

\_\_\_\_\_ Date

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_ Date

**FEDERAL AGENCY:**

Acting



CRYSTAL PORTER  
c=US, o=U.S. Government Services, ou=Department of  
Health and Human Services, ou=OFFICE OF THE  
INSPECTOR GENERAL, cn=CRYSTAL PORTER,  
O 9 2342.19200300 700.1 f= 75001003114518  
2015.12.08 09:12:25 -06'00'

By: \_\_\_\_\_

Tyler Smith, AIGI

Date: December 8, 2015

Approved as to form:  
Office of Criminal District Attorney  
Hidalgo County, Texas

By: \_\_\_\_\_



Josephine Ramirez Solis, Assistant DA

Date: \_\_\_\_\_

12/9/15