HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 13, 2015

Internal Revenue Service
8701 South Gessner
Houston, Texas 77074

Re: Memorandum of Understanding for Shooting Range Use/Training

Dear Special Agent D. Richard Goss:

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

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND INTERNAL REVENUE SERVICE 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 INTERNAL REVENUE SERVICE, 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: _____ 2/23/16
D. Richard Goss, Special Agent Date

By: _____ 2.25.2016
~~Demetrius Hardeman~~, Use of Coordinator Date
Rodney Roberts

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

By: _____ Date: 3/2/16
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 UNEQUIVICALLY 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 MERCHANTIBILITY 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. INTERNAL REVENUE SERVICE (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 IRS is determined in accordance with the Federal Tort Claims Act.
4. The Federal government is self-insured and does not carry liability insurance. IRS 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). IRS 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:

By: _____
D. Richard Goss, Special Agent in Charge
IRS-CI

Date: 2/23/16

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

By: _____
Josephine Ramirez Solis, Assistant DA

Date: 3/2/16