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
IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS
SPECIAL AGENT IN CHARGE
SAN ANTONIO, TEXAS
FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by the between the COUNTY OF HIDALGO, TEXAS **(COUNTY)** By and Through the HIDALGO COUNTY SHERIFF'S OFFICE **(SHERIFF'S OFFICE)** and the IMMIGRATION AND CUSTOMS ENFORCEMENT, HOMELAND SECURITY INVESTIGATIONS, SPECIAL AGENT IN CHARGE, SAN ANTONIO, TEXAS **(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 the 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 the 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 the 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 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: To the extent permitted by federal law and regulations, and Department of Homeland Security policies, directives, guidelines and/or rules, the 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. Pursuant to the Federal Tort Claims Act, 28 U.S.C. § 2671-2680, (FTCA) the LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property arising out of the acts or omission of its employees.

3. RELEASE OF LIABILITY: Each party agrees that it shall be solely and exclusively liable for the negligent acts of its own employees, agents, and officers, in accordance with applicable law. The parties acknowledge that the LAW ENFORCEMENT AGENCY is an agency of the government of the United States and is therefore self-insured. Pursuant to the FTCA, the LAW ENFORCEMENT AGENCY shall be responsible for all claims of damages to property, or from injury, including death, arising out of the acts or omissions of its employees. Nothing in this paragraph shall render the LAW ENFORCEMENT AGENCY liable or responsible for any damages to property or from injury, including death, to persons caused by or arising out of the acts or omissions of the COUNTY or the SHERIFF'S OFFICE'S employees, members or guests.

4. LAW GOVERNING VENUE: The LAW ENFORCEMENT AGENCY is an agency of the government of the United States. This Agreement will be governed by and construed in accordance with the laws of the United States. Any legal action or proceeding with respect to this Agreement may be brought in the United States District Court for the Southern District of Texas.

5. SEVERABILITY: If any provision of the Agreement or the application of any such provision is held invalid, the remainder of the Agreement will not be invalidated or affected thereby and shall remain in full force and effect.

6. OTHER PROVISION: Nothing in this Agreement is intended to conflict with current law or regulation or the policies, rules and guidelines of the DEPARTMENT OF HOMELAND SECURITY, the COUNTY or the SHERIFF'S OFFICE. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid but the remaining terms and conditions of this Agreement shall remain in full force and effect.

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. WRITTEN NOTICE SHALL BE SERVED UPON THE HIDALGO COUNTY SHERIFF, OR THE SPECIAL AGENT IN CHARGE FOR HOMELAND SECURITY INVESTIGATIONS, SAN ANTONIO, TEXAS AT THE APPROPRIATE ADDRESSES LISTED BELOW.

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:

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:_____ 05/28/16
Shane M. Folden Date
Special Agent in Charge, San Antonio
DHS/ICE Homeland Security Investigations
40 NE Loop 410, Suite 501
San Antonio, TX 78216

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

By:_____ 4/4/16
Josephine Ramirez Solis, Assistant DA Date

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