

**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 SOUTH TEXAS COLLEGE  
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 SOUTH TEXAS COLLEGE ("ACADEMY TRAINING PROVIDER") for the purposes of providing training and education, as more particularly described as follows:

WHEREAS, the COUNTY and the ACADEMY TRAINING PROVIDER have agreed to enter into this Agreement 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, owns and operates a shooting range/training facility ("RANGE");

WHEREAS, the ACADEMY TRAINING PROVIDER owns and operates certain facilities and equipment located at the Regional Center for Public Safety Excellence located at 3901 S. Cage Blvd.; Pharr, TX including a Driver Skills Pad, a Virtual Firearms Simulator, a Computer Lab, a Driving Simulator, an Emergency Vehicle Operations Course, Classrooms and a Conference Room ("RCPSE");

WHEREAS, the ACADEMY TRAINING PROVIDER, by and through the RCPSE, operates the South Texas College Regional Center for Public Safety Excellence Training Academy ("STC-RCPSE");

WHEREAS, the Texas Commission on Law Enforcement ("TCOLE") has issued a police academy license to the STC-RCPSE which license requires the STC-RCPSE, as an Academy Training Provider, to maintain an agreement with the owner and/or operator of any facility, including any shooting range, which is used by the STC-RCPSE in connection with the operation of its police academy or for any continuing education programs offered by the STC-RCPSE (collectively the "Training");

WHEREAS, the ACADEMY TRAINING PROVIDER, through the STC-RCPSE has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, including the Training;

WHEREAS, the SHERIFF'S OFFICE and the ACADEMY TRAINING PROVIDER 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 the ACADEMY TRAINING PROVIDER have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the ACADEMY TRAINING PROVIDER for law enforcement purposes including the Training.

NOW, THEREFORE, to enhance cooperation among local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes and to facilitate Training, the SHERIFF'S OFFICE and the ACADEMY TRAINING PROVIDER hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the ACADEMY TRAINING PROVIDER for use in training related to law enforcement purposes including the Training 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 applicable policies, directives, guidelines and/ or rules, the ACADEMY TRAINING PROVIDER further agrees to the following:
  - a. The ACADEMY TRAINING PROVIDER agrees to scheduling use of the RANGE at a mutually agreeable time and date.
  - b. The ACADEMY TRAINING PROVIDER agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
  - c. The ACADEMY TRAINING PROVIDER 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 ACADEMY TRAINING PROVIDER agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, including the Training.
  - f. To the extent permitted under the Constitution and the laws of the State of Texas, the ACADEMY TRAINING PROVIDER shall be solely responsible for any injuries or damages to persons arising out of the acts or omissions of its 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. If requested, the ACADEMY TRAINING PROVIDER 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, ACADEMY TRAINING PROVIDER, 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 ACADEMY TRAINING PROVIDER 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 ACADEMY TRAINING PROVIDER AT THE APPROPRIATE ADDRESS 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:**

By: \_\_\_\_\_  
Richard F. Cortez, County Judge Date

**HIDALGO COUNTY SHERIFF**

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

**ATTEST:**

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

**SOUTH TEXAS COLLEGE**

By: \_\_\_\_\_  
Dr. Ricardo J. Solis, President Date

APPROVED AS TO FORM  
Hidalgo County Criminal District Attorney's Office  
Toribio "Terry" Palacios

By: \_\_\_\_\_  
Victor M. Garza, Chief Administrative Attorney