

**STATE OF TEXAS**

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**COUNTY OF HIDALGO**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH  
THE HIDALGO COUNTY SHERIFF'S OFFICE  
AND THE DEPARTMENT OF PUBLIC SAFETY,  
A TEXAS STATE AGENCY  
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 Department of Public Safety, a Texas State Agency, (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 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: To the extent permitted by federal law and regulations, and applicable 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. To the extent permitted under the Constitution and the laws of the State of Texas, the LAW ENFORCEMENT AGENCY shall be responsible for any injuries or damages to persons arising out of the acts or omissions of its employees, subject to any and all defenses including Sovereign Immunity.
  - 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. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of 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. WRITTEN NOTICE SHALL BE SERVED UPON THE HIDALGO COUNTY SHERIFF, OR THE LAW ENFORCEMENT AGENCY 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: \_\_\_\_\_ Date \_\_\_\_\_  
Richard F. Cortez, County Judge

**HIDALGO COUNTY SHERIFF**

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

**ATTEST:**

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

**DEPARTMENT OF PUBLIC SAFETY:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chief, Training Operations Division

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

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