

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 TEXAS OFFICE OF THE ATTORNEY 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 The Attorney General – Medicaid Fraud Control Unit (OAG-MFCU) for the purposes of providing training, as more particularly described as follows:

WHEREAS COUNTY and OAG-MFCU 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 OAG-MFCU 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 OAG-MFCU 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 OAG-MFCU have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the OAG-MFCU 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 OAG-MFCU hereby agree as follows:

1. **FACILITY SHARING**: the SHERIFF'S OFFICE will share and allow use of its RANGE to the OAG-MFCU 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 OAG-MFCU further agrees to the following:

- a. The OAG-MFCU agrees to scheduling use of the RANGE at a mutually agreeable time and date.
- b. The OAG-MFCU agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
- c. The OAG-MFCU 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 OAG-MFCU 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 OAG-MFCU 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. The OAG-MFCU 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. 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: _____
Richard F. Cortez, County Judge
Date _____

HIDALGO COUNTY SHERIFF

By: _____
J.E. "Eddie" Guerra, Sheriff
Date _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk
Date _____

TEXAS OFFICE OF THE ATTORNEY GENERAL

By: _____

Brent Dupre, Director
OAG-Law Enforcement Division
PO Box 12548
Austin, Texas 78711-2548

Date

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

By : _____ Date: _____
Victor M. Garza, Chief Administrative Attorney