

MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS MILITARY DEPARTMENT
AND
WEBB COUNTY SHERIFF'S OFFICE

REGARDING RANGE FACILITY USE FOR STATE WEAPONS QUALIFICATION

This Memorandum of Understanding (MOU) is entered into by and between the Texas Military Department (TMD) and Webb County, Texas, on behalf of the Webb County Sheriff's Office Department (WCSO), individually referred to as a "Party" and collectively referred to as the Parties.

WHEREAS, Webb County, Texas owns a shooting range facility (the "Range Facility") used for law enforcement training located at 7268, E. Saunders Street, (entrance to Facility located at 27.541813°, -99.414666°), Webb County, Texas, which is divided into four (4) sections/ranges and each law enforcement each law enforcement agency, Webb County Sheriff's Office, District Attorney, United States Border Patrol, and the City of Laredo Police Department use a designate section for training; and

WHEREAS, the WCSO's Range (the second range from State Highway 59 as shown in the attached Exhibit "A") of the Facility (hereinafter the "Premises") is the designed area for training by WCSO personnel; and

WHEREAS, TMD, an agency of the State of Texas, desires to use the Premises as set out on the Paragraph I of this MOU;

WHEREAS, the Commissioners Court has determined that entering into this MOU serves a legitimate public purpose to provide where TMD assists state and local authorities during emergencies and natural disaster.

NOW, THEREFORE in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PURPOSE

The purpose of this MOU is to establish the general terms under which WCSO may make WCSO designated range facility available to TMD for state weapons qualification, firearms sustainment training, and related safety activities in support of state mission requirements.

This MOU is intended to support qualification on state-issued or state-authorized weapons only. Completion of a state weapons qualification under this MOU does not constitute, replace, or satisfy any federal weapons qualification, federal arming requirement, or federal weapons authorization.

TMD has identified a requirement to establish a separate state weapons qualification process for state-issued firearms, including the M17 pistol and state rifle / AR-platform systems. Because federal qualification ranges and pop-up target systems may not always be available, TMD requires a qualification model that can be conducted on available state, local, or partner agency ranges.

Webb County, through WCSO, owns, maintains or controls access to range facility that may be suitable for state weapons qualification and firearms sustainment training, subject to availability, range rules, operational requirements, and approval by WCSO.

Prior range-use materials reviewed by TMD emphasized that liability risk is tied to custody, control, maintenance responsibility, and day-to-day authority over a facility. This MOU is drafted to support approved range use while preserving WCSO control over its range facility and limiting TMD responsibility to TMD personnel, property, ammunition, and activities during approved use.

III. SCOPE

This MOU applies only to coordinated use of designated WCSO range facility for approved TMD firearms activities. Approved activities may include:

- State M17 pistol qualification.
- State rifle/ AR-platform qualification.
- Emergency short-range rifle qualification when approved by TMD command.
- Weapons safety instruction and range safety briefings.
- Weapons inspection, function checks, and care/cleaning demonstrations.
- Firearms sustainment training directly related to state mission readiness.
- Instructor, Range Safety Officer, scorer, and administrative documentation activities.

This MOU does not authorize TMD personnel to conduct federal weapons qualification, federal law enforcement training, or any activity outside the approved range-use request.

IV. STATE QUALIFICATION LIMITATION

The Parties acknowledge that any qualification conducted under this MOU is a state qualification only. A state weapons qualification:

- Applies only to state-issued or state-authorized weapons.
- Does not qualify personnel on federal weapons.
- Does not create federal carry authority.
- Does not satisfy Army, Department of Defense, Department of Homeland Security, CBP, or USBP weapons qualification requirements.
- Does not change the command relationship, duty status, or legal authority of TMD personnel.

V. CONTROL OF RANGE FACILITY; NO AGENCY OR CARETAKER RELATIONSHIP

A. Facility Control. Webb County, on behalf of WCSO, and partnered Law enforcement agencies with previous agreements, retains custody, control, and authority over the designated range facility, including range access, range rules, authorized firing areas, and suspension of activities.

B. No Caretaker Status. Nothing in this MOU makes TMD the caretaker, operator, maintainer, or day-to-day manager of any WCSO range facility.

C. No Agency Relationship. Nothing in this MOU creates an agency, servant, employee, partnership, joint venture, or principal-agent relationship between the Parties.

D. Limited Use. TMD use is limited to dates, times, activities, personnel, weapons, and ammunition approved by WCSO and partnered law enforcement agencies and TMD command.

VI. SCHEDULING AND RANGE ACCESS

TMD will submit range-use requests through designated points of contact. Requests should include, at minimum:

- Requested date, time, and duration.
- Number of personnel.
- Type of qualification or training.
- Weapons and ammunition to be used.
- Requested range, firing lanes, target type, and distance requirements.
- Instructor, Range Safety Officer, and officer/NCO in charge information.
- Medical plan and emergency evacuation information.
- Any special support requirements.

WCSO and partnered law enforcement agencies may approve, modify, or deny requests based on range availability, operational requirements, safety considerations, staffing, security requirements, and mission needs. No TMD range event may occur without prior approval from WCSO and partnered law enforcement agencies and TMD command.

VII. TMD RESPONSIBILITIES

TMD will:

- Provide qualified instructors, scorers, Range Safety Officers, and an officer/NCO in charge unless otherwise coordinated in writing.
- Ensure all participating personnel are authorized by TMD command to attend the range event.
- Provide or coordinate all state weapons, magazines, targets, and state ammunition used by TMD personnel unless otherwise agreed.
- Ensure all personnel receive a safety brief before live-fire activities.
- Ensure all personnel comply with WCSO and partnered law enforcement agencies range rules and commands.
- Provide a medical plan, emergency contact method, evacuation route, and trauma/IFAK capability.
- Maintain accountability of weapons, ammunition, magazines, and sensitive items.
- Conduct or verify weapon inspection before live fire.
- Retain all state qualification records.
- Remove brass, ammunition packaging, targets, trash, and TMD-generated debris unless otherwise directed.
- Report injuries, unsafe acts, negligent discharges, property damage, environmental concerns, or other incidents immediately to WCSO and partnered law enforcement agencies and TMD command.

WCSO will:

- Identify the range facility or firing lanes authorized for TMD use.
- Provide applicable range rules, access procedures, and restrictions.
- Identify prohibited ammunition, target types, calibers, firing positions, or other range limitations.
- Identify range access procedures, parking, staging areas, and restricted areas.
- Provide an on-site WCSO when required by local policy or range procedures.
- Notify TMD of known range hazards or restrictions relevant to the approved activity.
- Retain authority to suspend or terminate range activity for safety, security, operational, environmental, or administrative reasons.

IX. SAFETY CONTROLS

All live-fire events under this MOU will comply with approved range safety procedures. At a minimum:

- Eye and ear protection are required for all personnel on or near the firing line.
- A safety brief will be conducted before live fire.
- A designated Range Safety Officer will control the firing line.
- Anyone may call cease fire for unsafe conditions.
- No live ammunition will be permitted in dry-fire, classroom, or administrative areas unless specifically controlled by the Range Safety Officer.
- Personnel who fail to follow range commands or demonstrate unsafe weapons handling will be removed from the firing line.
- Negligent discharges, injuries, property damage, or unsafe incidents will be reported immediately.

X. AMMUNITION, ENVIRONMENTAL CONTROLS, AND RANGE CONDITION

A. Approved Ammunition. TMD will use only ammunition approved for the designated range. Unless specifically authorized in writing, TMD will not use tracer, incendiary, armor-piercing, explosive, or other restricted ammunition.

B. Cleanup After TMD Use. TMD will be responsible for cleanup of TMD-generated brass, ammunition packaging, targets, trash, and other range debris resulting from TMD use during the approved event.

C. Pre-Existing Conditions. TMD does not assume responsibility for pre-existing environmental conditions, lead accumulation, contamination, unexploded ordnance, erosion, structural range issues, or maintenance conditions not caused by TMD activity.

D. No Implied Environmental or Financial Obligation. Any request for cost-sharing, reimbursement, environmental cleanup, damage repair, maintenance, or similar financial responsibility must be documented separately in writing and approved by appropriate legal and fiscal authorities before any obligation is incurred.

XI. DAMAGE, INJURY, CLAIMS, AND INCIDENT REPORTING

Any injury, property damage, weapons incident, negligent discharge, environmental concern, or safety violation will be reported immediately to the USBP Laredo Sector representative and the TMD officer/NCO in charge.

TMD will complete required internal reports for TMD personnel, weapons, ammunition, and

personnel, or property.

Each Party will process claims, injuries, liability issues, and administrative actions under its applicable laws, regulations, and policies. Nothing in this MOU waives sovereign immunity, creates a private right of action, or expands liability beyond that allowed by law.

XII. MEDICAL RESPONSE

Before live fire, TMD will identify and brief:

- On-site medical capability.
- Emergency evacuation route.
- Nearest medical facility.
- Emergency contact method.
- Location of trauma kit/IFAK.
- Person responsible for initiating emergency response.

Live fire will not begin until the medical plan is briefed and understood by range leadership.

XIII. RECORDS AND DOCUMENTATION

TMD will maintain all state qualification records generated under this MOU. Records may include:

- Range roster.
- Safety brief roster.
- Individual score sheets.
- Weapon inspection logs.
- Course of fire.
- Pass/fail results.
- Instructor and Range Safety Officer signatures.
- Failure or remediation records.
- Incident reports, if applicable.

WCSO may maintain range-use records according to its internal procedures.

XIV. FUNDING

This MOU does not obligate funds. Each Party is responsible for its own costs unless otherwise agreed in a separate written agreement approved by appropriate fiscal and legal authorities. No reimbursement, service, support, repair, cleanup, or other financial obligation will be implied from this MOU alone.

XV. SECURITY AND ACCESS CONTROL

TMD personnel will comply with all WCSO access control requirements. WCSO may deny access to any person who does not meet access requirements or whose presence creates a safety, security, operational, or administrative concern. TMD will provide personnel rosters in advance when required.

XVI. NO TRANSFER OF AUTHORITY

This MOU does not transfer command, control, law enforcement authority, operational authority, supervisory responsibility, property interest, or range ownership between the Parties. TMD personnel remain under TMD command and control. WCSO retains authority over its facilities,

range rules, security requirements, and range safety requirements.

XVII. TERM, MODIFICATION, AND TERMINATION

A. Term. This MOU becomes effective on the date of the final signature and remains in effect for one year unless terminated earlier. The MOU may be renewed by written agreement of both Parties.

B. Modification. This MOU may be modified only by written agreement of both Parties. Informal coordination may adjust specific range dates, times, personnel numbers, or administrative details, but may not change legal, fiscal, liability, environmental, or control terms.

C. Termination or Suspension. Either Party may terminate this MOU with written notice to the other Party. Either Party may immediately suspend range use for safety, security, operational, environmental, or administrative reasons.

XVIII LIABILITY AND RESPONSIBILITY

A. Individual Civil Responsibility. Each Party to this MOU agrees that it shall be exclusively responsible for its own acts, omissions, and civil liabilities, and for those of its respective officers, employees, agents, and personnel. Neither Party shall be responsible for the negligent act, intentional conduct, or omissions of the other Party's personnel.

B. Preservation of Sovereign Immunity. The Parties explicitly acknowledge and agree that nothing contained in this MOU shall be construed as a waiver, modification, or relinquishment of any statutory or constitutional protections, immunities, or privilege available to either Party under Texas law, including the sovereign and governmental immunities provided by the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code.

C. Constitutional Immunity Bar. The Parties recognize that TMD is a state agency and Webb County is a political subdivision of the State, and both are bound by the restrictions of the Texas Constitution. Accordingly, neither Party shall have the authority to indemnify, defend, or hold harmless the other Party, its officers, or employees from any third-party claims, lawsuits, or liabilities. Any provision in this MOU or associated range guidelines purporting to create an indemnity obligation is void *ab initio*.

D. Workers' Compensation. Each Party shall maintain exclusive responsibility for providing workers' compensation coverage, medical benefits, and disability compensation for its respective personnel executing training activities under this MOU.

E. Physical Property Damage. Each Party acknowledges responsibility for its respective personnel's physical conduct. In the event TMD personnel cause direct, extraordinary structural or equipment damage to the Facility (such as destructive damage to target systems, baffles, structures, or gates) through negligence or non-compliance with range rules, TMD agrees to address the actual, documented costs or repair or replacement, subject to the availability of lawfully appropriated state funds and the strict operational framework of the State of Texas.

XIX. POINTS OF CONTACT

TMD	WCSO
Name:	Name:
Position:	Position:
Phone:	Phone:
Email:	Email:

XX. SIGNATURES

The undersigned certify that they are authorized to enter into this MOU on behalf of their respective organizations.

FOR THE TEXAS MILITARY DEPARTMENT	FOR WEBB COUNTY SHERIFF'S OFFICE
Name:	Name: Tano E. Tijerina
Title:	Title: Webb County Judge
Signature:	Signature:

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk