

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF MISSION, TEXAS AND
CITY OF DONNA, TEXAS**

This Memorandum of Understanding ("MOU") is entered into on the effective date by and between the City of Mission (Mission), a Texas home-rule municipal corporation under Texas Local Government Code, and the City of Donna, Texas (Donna), a Texas home-rule municipal corporation under Texas Local Government Code.

WHEREAS, the Parties desire to enter into this agreement so that the City of Mission Police Department may use the Donna Firearms Range for firearms training and/or their firearms qualifications; and

WHEREAS, the Parties desire to enter into this MOU to outline the policies, procedures, and working arrangements that each organization agrees are necessary for Mission's use of Donna's Firearms Range.

NOW THEREFORE, the Parties agree to the following:

I. Agreement

1. Mission will follow all firearms range safety rules.
2. Donna will provide the use of the shooting range to Mission on an as agreed-upon basis and with approval of the Donna Chief of Police for Police Academy Purposes and Basic Police Officer Course (BPOC) activities, and any other uses as agreed.
3. Mission is responsible for the cleanliness and proper use of the range. Mission is to inspect the range prior to use and report all problems and/or damage to the Donna Police Chief.
4. Before leaving the range, Mission will secure any Donna equipment being used, remove all trash and spent cartridge cases, and ensure all range facilities are secured.
5. Authorized users may check out a key from the Donna Police Department for access to the firing range. The key will be returned to Donna Police Department upon completion of range use.
6. Any accidental discharges must be immediately reported to Donna Police Department Chief of Police.
7. This MOU shall be effective as of March 10th, 2026, and shall continue until the Parties terminate this agreement.
8. The Parties may terminate this agreement, with or without cause, by providing thirty (30) days' written notice to the other party.

II. MISCELLANEOUS:

1. NO WAIVE OF SOVEREIGN IMMUNITY: THE PARTIES AGREE THAT THERE IS NOTHING IN THIS MOU THAT IS MEANT TO BE A WAIVER BY MISSION OR DONNA OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT MISSION OR DONNA MAY HAVE BY OPERATION OF LAW.

2. **Governing Law and Venue:** This MOU Agreement is governed by the laws of the State of Texas and interpreted under Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Hidalgo County, Texas.

3. **Counterparts:** This MOU Agreement may be signed by each party individually, and each signature page will be made a part of the original agreement, and all will be considered a single agreement. Any counterpart signature to this MOU that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this MOU.

4. **Entire Agreement:** This document represents the entire agreement between the Agreement Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

IN WITNESS WHEREOF, this MOU Agreement has been signed by an authorized representative of each Party, to be effective as of the Effective Date stated herein.

CITY OF MISSION

By: CT
Name: Cesar Torres
Title: Chief of Police

CITY OF DONNA

By: [Signature]
Name: Gilbert Guerrero
Title: Chief of Police

ATTEST:

By: _____
Anna Carrillo, City Secretary

ATTEST:

By: _____
Name: _____
Title: _____