

Memorandum of Understanding for Facility Use Program

Between

The City of Mineral Wells

And

The Mineral Wells Independent School District

The purpose of this document is to establish a Facility Use Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, have a shared understanding of the goals of the Mineral Wells ISD Guardian Program;

The parties agree that an effective Guardian Program is grounded on the premise that the District employees selected to be a part of that program are properly trained in the use of firearms and crisis management;

To ensure that District employees chosen to be a part of the Guardian Program receive the necessary support and training to ensure a safe school environment, while respecting the rights of students and improving the overall school climate, the City has agreed, through its Police Department, to provide the use of the shooting range facility; and,

The parties agree that this training fosters the relationship and assists the parties in the management of a crisis situation.

The signatories agree to the following:

Role of the Mineral Wells Police Department Within the Context of the Mineral Wells ISD Guardian Program

1. The mission of the Facility Use Program is to improve school safety and the educational climate at the school.
2. The Police Department will provide the use of the shooting range facility to District employees who are eligible for authorization to possess a firearm on District property. These employees shall be provided time at the shooting range facility for firing practice.
3. The Police Department will furnish a shooting range for the completion of the required one-hundred (100) rounds of firearm training every other month.

Role of Mineral Wells ISD Within the Context of the Mineral Wells ISD Guardian Program

1. The District will have the sole responsibility for the selection of District officials participating in the Guardian Program in accordance with District policies and procedures.
2. The District will ensure the officials it selects for participating in the Guardian Program complete any other training deemed necessary by the District and in compliance with State law.

3. The District will be responsible for determining when a District employee has successfully completed the training.
4. District will ensure the officials it selects for participating in the Guardian Program complete the required one-hundred (100) rounds of firearm training every other month.

Structure and Funding for the Facility Use Program

1. The City, through its Police Department, agrees to allow the District, as related to its Guardian Program, the use of the Mineral Wells Police Department Weapons Range.
2. District officials designated to participate in the Guardian Program agree to abide by and follow all rules and procedures established by the Mineral Wells Police Department, as determined by the Range Master, at the weapons range. Failure to abide by rules and procedures established by the City may result in removal of any employee or representative of the District from the weapons range.
3. The District agrees to scheduling use of the City's weapons range during mutually agreeable times and dates.
4. The District agrees that its use of the City's weapons range shall be restricted to and solely for the purpose of training as related to the District's Guardian Program, in compliance with State law.
5. In consideration for the use of the City's weapon range, the District agrees to provide proportionate assistance with the upkeep of the weapons range, replenishment of City supplies used by District officials during Guardian Program training at the weapons range, and any other assistance deemed in the mutual best interest of the Parties, as needed.

Liability

1. No liability will arise or be assumed between the Parties as a result of this Memorandum.
2. The Parties agree that neither Party shall waive any of the immunities provided to it as a governmental entity.

Confidentiality

1. The District and the City, through its Police Department, (together, the "Parties") agree that during the term of this Agreement being entered into herein, unless the other party has consented, or unless required by law, or a court or agency of the government, the Parties will not reveal or disclose any Confidential Information of the other party to any third party, except to utilize such Confidential Information in a manner consistent with this Agreement in connection with the provision of services, and then only to those persons who are under obligations of confidentiality similar to those set forth herein.
2. The term "Confidential Information" means (1) personally identifiable information of the

employees or officials selected to participate in the Guardian Program or (ii) material, nonpublic information about the Parties.

3. To the extent that either party discloses Confidential Information of the other party to its agents, affiliates, representatives, and employees in a manner consistent with the first sentence of the foregoing paragraph, the Parties agree that such disclosing party will be responsible for a breach of this section by its agents, affiliates, representatives, and employees.
4. Following the termination of this Agreement, all such Confidential Information in either party's possession will be promptly returned to the other party at the other party's request. Notwithstanding this requirement, the Parties shall be entitled to retain copies of Confidential Information to the extent that they are required to do so by law, statute or regulation.

Duration

1. This memorandum of understanding shall become effective immediately upon execution by signature and remain effective until August 31, 2021, whereupon it must be reviewed annually by all signatories or their successors before being renewed.
2. A signatory may terminate this memorandum of understanding by serving written notice to all other signatories at least thirty (30) days in advance of such termination.

ACCEPTED BY MINERAL WELLS ISD:



John Kuhn, Superintendent

8/10/20

Date

ACCEPTED BY THE CITY OF MINERAL WELLS:



Randy Criswell, City Manager

08/14/2020

Date