CLAY COUNTY SHERIFF'S OFFICE
SIDNEY "KIRK" HORTON, Sheriff
215 W. GILBERT
HENRIETTA TX.76365
940/538-5611 FAX: 940/538-5800

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTAGUE COUNTY SHERIFF'S OFFICE AND THE CLAY COUNTY SHERIFF'S OFFICE REGARDING TASER / CONDUCTED ENERGY WEAPON TRAINING

This Memorandum of Understanding ("MOU") is entered into by and between the Montague County Sheriff's Office, hereinafter referred to as "MCSO," and the Clay County Sheriff's Office, hereinafter referred to as "CCSO," for the purpose of establishing the terms and conditions under which qualified instructors associated with MCSO may provide TASER and/or Conducted Energy Weapon ("CEW") training to CCSO personnel.

1. PURPOSE

The purpose of this MOU is to permit CCSO personnel to participate in TASER/CEW training conducted by appropriately qualified or certified instructors affiliated with MCSO while clearly establishing that MCSO, Montague County, the Montague County Sheriff, and any MCSO employee, instructor, representative, agent, or volunteer providing such instruction shall not assume responsibility or liability for CCSO personnel, CCSO operations, or the subsequent use, misuse, deployment, maintenance, carrying, or application of TASER/CEW equipment by CCSO personnel.

2. STATUS OF TRAINING PERSONNEL

Any MCSO instructor providing training to CCSO personnel does so solely in the capacity of a training instructor. Nothing contained in this MOU creates an employer-employee relationship, agency relationship, supervisory relationship, joint venture, partnership, or joint law-enforcement operation between the participating agencies or their personnel.

MCSO instructors shall have no responsibility for the employment, supervision, discipline, certification status, fitness for duty, medical fitness, psychological fitness, equipment authorization, or continued qualification of any CCSO employee.

3. CLAY COUNTY RESPONSIBILITY

CCSO assumes full responsibility for determining whether its personnel are eligible, medically capable, properly authorized, and otherwise suitable to participate in TASER/CEW training.

CCSO further assumes sole responsibility for:

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a. Ensuring CCSO personnel comply with all applicable federal and state laws, agency policies, manufacturer guidelines, and training requirements;
b. Determining whether an employee is authorized to carry or deploy a TASER/CEW in the course and scope of employment;
c. Maintaining training and certification records for CCSO personnel;
d. Providing, inspecting, maintaining, repairing, replacing, and approving TASER/CEW equipment used by CCSO personnel;
e. Establishing and enforcing CCSO policies governing TASER/CEW possession, deployment, reporting, medical evaluation, supervisory review, and use of force;
f. Evaluating the actions of CCSO personnel following any TASER/CEW deployment; and
g. Assuming responsibility for any acts or omissions of CCSO personnel occurring during or after training, except to the extent responsibility cannot legally be waived or transferred under applicable law.

4. ASSUMPTION OF RISK

CCSO acknowledges that TASER/CEW training may involve physical activity, practical exercises, exposure to equipment, simulations, physical contact, falls, exertion, and other activities that may carry an inherent risk of bodily injury, property damage, or other loss. CCSO knowingly accepts and assumes the risks associated with the participation of its employees in such training and accepts responsibility for ensuring that participating employees comply with all safety instructions provided during the training.

5. RELEASE OF MONTAGUE COUNTY AND MCSO

To the fullest extent permitted by Texas law, CCSO agrees that Montague County, the Montague County Sheriff's Office, the Montague County Sheriff, and their respective elected officials, employees, instructors, representatives, agents, and volunteers shall be released and held harmless from any and all claims, demands, actions, causes of action, damages, losses, injuries, liabilities, judgments, costs, or expenses arising from or related to the participation of CCSO personnel in TASER/CEW training or the subsequent use or application of the training by CCSO personnel.

This release includes, but is not limited to, claims arising from:

- Injury sustained by CCSO personnel during training;
- The subsequent carrying or deployment of a TASER/CEW by CCSO personnel;
- Alleged improper, excessive, negligent, or unauthorized use of a TASER/CEW by CCSO personnel;
- Failure of CCSO personnel to properly retain, understand, or apply information presented during training;

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- Equipment malfunction, maintenance, inspection, or condition involving equipment owned, issued, maintained, or approved by CCSO; and
- Any civil, criminal, administrative, employment, or use-of-force proceeding arising from the actions of CCSO personnel following completion of the training.

Nothing in this MOU is intended to waive any governmental, official, qualified, statutory, or other immunity, defense, or limitation of liability available to Montague County, MCSO, CCSO, or their respective officials or employees under Texas or federal law.

6. NO GUARANTEE OF PERFORMANCE OR CERTIFICATION

Participation in or completion of training provided by an MCSO instructor does not constitute a representation, warranty, or guarantee by Montague County or MCSO regarding the future conduct, competency, judgment, fitness, certification status, or performance of any CCSO employee.

Responsibility for determining whether a CCSO employee has successfully satisfied all requirements necessary to carry or deploy a TASER/CEW remains with CCSO and any applicable certifying entity or manufacturer.

7. RESPONSIBILITY FOR EMPLOYEES

Each agency shall remain solely responsible for the acts and omissions of its own officers, employees, agents, and representatives.

Nothing contained in this MOU shall be construed as granting either agency control over the personnel, policies, procedures, employment decisions, or law-enforcement operations of the other agency.

CCSO acknowledges that after completion of the training, all decisions concerning the authorization, deployment, use, supervision, and continued training of CCSO personnel are exclusively the responsibility of CCSO.

8. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY

To the extent permitted by the Constitution and laws of the State of Texas, each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

Nothing in this MOU shall be interpreted as creating an obligation to indemnify another governmental entity where such indemnification is prohibited by law, nor shall anything contained herein constitute a waiver of sovereign immunity, governmental immunity, official immunity, qualified immunity, statutory limitations on damages, or any other defense available to either party.

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9. TRAINING STANDARDS

MCSO instructors providing TASER/CEW instruction shall make reasonable efforts to provide training consistent with the curriculum, instructional materials, and standards applicable to the course being presented.
However, responsibility for implementing such training within CCSO policies and operations rests exclusively with CCSO.

10. MEDICAL EXPENSES AND WORKERS' COMPENSATION

Each agency shall be solely responsible for workers' compensation benefits, medical expenses, employee benefits, salary, and other employment-related obligations involving its own personnel.
Montague County and MCSO shall have no responsibility for medical expenses, workers' compensation claims, disability claims, lost wages, or other employment-related expenses resulting from the participation of CCSO personnel in training.

11. NO TRANSFER OF OPERATIONAL LIABILITY

The provision of training by MCSO personnel shall not transfer any responsibility or liability for CCSO law-enforcement operations to Montague County or MCSO.
Any subsequent use of a TASER/CEW by a CCSO employee shall be considered an action undertaken by the employee and CCSO under CCSO authority, policies, supervision, and chain of command.

12. TERM AND TERMINATION

This MOU shall become effective upon execution by both parties and shall remain in effect until terminated by either party.
Either agency may terminate participation under this MOU at any time upon written notice to the other agency.
The provisions concerning assumption of responsibility, release of liability, governmental immunity, responsibility for employees, and allocation of liability shall survive termination of this MOU with respect to training conducted while the MOU was in effect.

13. ENTIRE AGREEMENT

This MOU represents the understanding between MCSO and CCSO concerning the subject matter addressed herein. Any modification to this MOU shall be made in writing and approved by authorized representatives of both agencies.

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14. GOVERNING LAW

This MOU shall be interpreted in accordance with the laws of the State of Texas.

15. ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have reviewed and understand the terms of this MOU and agree that the participation of CCSO personnel in TASER/CEW training does not create or impose liability upon Montague County, MCSO, or MCSO instructors for the subsequent acts, omissions, conduct, or TASER/CEW deployments of CCSO personnel, subject to limitations imposed by applicable law.

SIGNATURES

MONTAGUE COUNTY SHERIFF'S OFFICE

By: Marshall W. Thomas

Printed Name: Marshall W. Thomas

Date: 09/14/2026

CLAY COUNTY SHERIFF'S OFFICE

By: Sidney K. Horton

Printed Name: Sidney K Horton

Date: 8/28/26

APPROVED AS TO FORM, IF REQUIRED

_____

Montague County Attorney / Legal Counsel

Date: _____

_____

Clay County Attorney / Legal Counsel

Date: _____