

1. PARTIES

To the extent permitted by law this Memorandum of Understanding (MOU) is entered into by and between all undersigned agencies/departments, hereinafter collectively referred to as the "Parties."

2. AUTHORITIES

Authority for the Parties to enter into this agreement is pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791. Pursuant to Section 791.011(d), Texas Government Code, and other applicable law, any party paying for the performance of governmental functions or services hereunder shall make those payments from current revenues available to the paying party and this MOU shall be authorized by the governing body of each party hereto before execution by the Department Head of that party.

3. PURPOSE

The purpose of this MOU is to give first responders of all agencies within Comal County the proper direction and maximize inter-agency cooperation when addressing the five common challenges occurring in a multi agency response to an active threat. These five common challenges consist of stopping the threat, integrating the response, staging of resources, medical care, and transportation of the injured. This MOU will also formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations, and funding. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the State of Texas, the County of Comal, the Cities of New Braunfels, Garden Ridge, and Bulverde, or the officers, employees, agents or other associated personnel thereof. By entering into this MOU, no party waives, nor shall be deemed to have waived any right, immunity or defense that party may have under applicable statute, law, rule, or regulation.

4. MISSION

The mission of this MOU is to establish baseline department protocols and best practices across Comal County for the response and mitigation of active threat situations.

5. SUPERVISION AND CONTROL

a. Supervision

Overall supervision of the personnel at an active threat event shall be the shared responsibility of the participants, and to the extent possible, all parties shall utilize the incident command system.

Responsibility for conduct of each party, both personally and professionally, shall remain with the respective agency head, and each agency shall be responsible for the actions of its respective employees. Each party member will be subject to the personnel rules, regulations, laws, and policies applicable to those of his or her respective agency. By entering into this agreement, or otherwise participating in any incident, no party shall be deemed a partner, joint venture, or otherwise responsible for the acts or omissions on any other parties' personnel.

b. Resource Control

Specific control of resources, including personnel, and the continual dedication of resources shall be retained by the participating agency heads, who will be kept fully apprised of all developments, requirements, and needs by their respective subordinates.

6. OPERATIONS

a. **Stopping The Threat:**

Comal County is composed of multiple law enforcement agencies with different degrees of training and tactics. During an active threat event, these agencies will respond and work together. A commonality of training is essential.

To accomplish this, Comal County first responders will utilize the current concepts and best practices recommended by Advanced Law Enforcement Rapid Response Training (ALERTT).

b. **Integrating the Response:**

The cooperation of multiple agencies with different types and makeups is necessary to resolve an active threat event. All responding agencies need to have and utilize a practical incident command system that addresses the common elements of integration:

These common elements consist of Command, Staging, Span of Control and Radio ID.

To accomplish this, Comal County first responders will utilize the ALERTT/C3 Pathways Active Shooter Incident Management Checklist for an active threat event.

c. **Staging:**

A common problem with active threat events is over-convergence, or a lack of organization with multiple first responders flooding into the operational area. To prevent this, all responding agencies after the initial contact team (including follow on law enforcement units) must practice good staging concepts. Everyone on scene should have a task or purpose.

Staging has three primary functions: Resource Utilization, Accountability, and Ingress/Egress

After the initial contact team, the next arriving law enforcement officer will act as staging manager and utilize the ALERTT/C3 Pathways Active Shooter Incident Management Checklist.

d. **Medical Care:**

All responding agencies might be tasked with providing emergency medical care at any stage or area of an active threat event. A common system of mass casualty care must be practiced and applied with the following goals: Prevention of further casualties, Treatment of casualties, and Completion of mission

To accomplish this Comal County first responders will utilize concepts and best practices recommended by the Tactical Emergency Casualty Care Committee (TECC). These procedures allow for three phases of care: Direct Threat Care, Indirect Threat Care, and Evac Care.

In addition, first responders must establish safe zones or corridors and utilize rescue task force models to provide medical care during active threat events as quickly as possible. To accomplish this, Comal County first responders will utilize concepts and guidelines recommended through ALERTT's Active Threat Integrated Response Course (ATIRC).

e. **Transport of Injured:**

The successful transportation of injured persons in an active threat event depends on the first responders properly addressing the first four challenges mentioned above, (stopping the threat, integration, staging, and medical).

In addition to the above guidelines, all responding agencies in Comal County must have a clear understanding and the ability to establish casualty collection points, ambulance exchange points, and conduct simple triage.

To accomplish this, Comal County first responders will utilize concepts and guidelines recommended through ALERRT's Active Threat Integrated Response Course (ATIRC).

7. INVESTIGATIONS

All investigative procedure's are to comply with the policies of the agency with jurisdiction over an event. In investigations, the Parties agree to utilize the standards practiced by the participating agency pertaining to evidence handling and electronic surveillance activities. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures for the participating agencies.

8. DEADLY FORCE AND SHOOTING INCIDENT POLICIES

All parties will follow their own agency's policy concerning firearms discharge and use of deadly force.

9. VEHICLES

Each agency will be responsible for vehicles, maintenance, gas and supplies of their respective employees responding to an or participating in an active threat event.

The responsibility for all other liability attributed to the participating agencies resulting from the use of agency vehicles by their employees rests with the individual participating agency.

To the extent permitted by law the participating agencies agree to be responsible for any damage incurred to agency vehicles caused by an act or omission on the part of their respective employees, and participating agencies agree to assume financial responsibility for property damage to said vehicles, but the participating agencies, by entering into this agreement do not waive, and shall not be deemed to waive, any right, immunity, or defense that participating agency may have in entering into this agreement under any applicable statute, law, rule, or regulation.

10. SALARY/OVERTIME COMPENSATION

Salary and overtime compensation for responding parties shall be determined by the participating agency.

11. PROPERTY AND EQUIPMENT

Property utilized by responding agencies in connection with authorized investigations and operations, which is in the custody and control and used at the direction of responding agencies, will be maintained in accordance with the policies and procedures of the agency supplying the equipment.

12. FUNDING

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the task described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable law, regulations, and policies. The parties expressly acknowledge that the

above language in no way implies or requires that the governing bodies will appropriate funds for such expenditures.

13. DISPUTE RESOLUTION

In cases overlapping jurisdiction, the participating agencies agree to work in concert to achieve this MOU's objectives.

The Parties agree to attempt to resolve any disputes regarding jurisdiction, tasking, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

14. MEDIA RELEASES

All media releases and statements will be mutually agreed upon by the Parties and jointly handled according participating agencies guidelines.

15. LIABILITY

To the extent permitted by law, unless specifically addressed by the terms of this MOU, the Parties agree to be responsible for the intentional, negligent and wrongful acts or omissions of their respective employees, but the participating agencies, by entering into this agreement do not waive, and shall not be deemed to waive, any right, immunity, or defense, to third parties or otherwise, that participating agency may have in entering into this agreement under any applicable statute, law, rule, or regulation. As set forth above, to the extent permitted by law. Liability for negligent or willful acts of employees and/or personnel, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved. It is the intent of this MOU that each party shall be solely responsible for its acts or omissions as governmental unit, but only to the extent permitted by law.

In the event that any person performing law enforcement or medical services pursuant to this MOU is cited as a party to any civil suit, State or Federal, becomes a party to any such lawsuit, or becomes responsible to answer for damages in any judgment arising out of the performance of those services, the same benefits that he or she would be entitled to the extent authorized by the Constitution and laws of the State of Texas as if such civil action or actions had arisen out of the performance of his or her regular duties for his or her regular employer.

Third party claims against participating parties or agencies shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or law of the State of Texas.

It is expressly understood and agreed that in the execution of this MOU, no party hereto waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it or him or her against claims arising in the exercise of governmental powers and functions.

16. DURATION

The term of this MOU is for the duration of operations, but may be terminated at any time upon written mutual consent of the agencies involved.

Any participating agency may withdraw from this MOU at any time by written notification to the head of the other participating agencies at least 30 days prior to withdrawal.

17. ENTIRE AGREEMENT

This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any.

18. MODIFICATIONS

This MOU may be modified at any time by written consent of all participating agencies. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

19. VENUE

This MOU and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. Exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas. Any suits relating to this MOU will be filed in a district court in Comal County, Texas.

20. SEVERABILITY

In case any one or more provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provision contained herein, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

This MOU shall be in effect on the date of the last signed participating agency below.

Comal County Integrated Response Committee
MEMORANDUM OF UNDERSTANDING (MOU)

DATE: 6/7/2017

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