

MUTUAL AID AGREEMENT FOR COMPLEX EMERGENCY RESPONSE AND INVESTIGATION PLANNING

I. PARTIES

This Mutual Aid Agreement (Agreement) is between the Department of Public Safety (DPS), the _____ (Sheriff's Office), and the _____ (____) for Complex Emergency Response and Investigation Planning related to active attack incidents at primary and secondary school facilities in _____ County (County).

II. DEFINITIONS

- A. For purposes of this Agreement, governmental entities that employ first responders include the following:
 1. A peace officer described by Texas Code of Criminal Procedure Article 2A.001;
 2. An individual included as a fire protection personnel in Texas Government Code Section 419.021; and
 3. An individual included as emergency medical services personnel in Health and Safety Code Section 773.003.

III. BACKGROUND AND PURPOSE

House Bill (H.B.) 33 of the 89th Texas Regular Legislative Session, codified into Texas Government Code Section 772.013, mandates that DPS and certain local governmental entities employing first responders in each County, as identified by the County Sheriff's Office, enter into an agreement that establishes the procedures for the provision of resources, personnel, facilities, equipment, and supplies necessary to respond to active attack incidents at primary and secondary school facilities in the County in a vertically integrated manner.

This Agreement establishes the overall framework for collaboration by the parties and each party's respective duties to carry out the mandates of HB 33. The parties will separately enter into a working protocols agreement that will establish the specific procedures that the parties will follow to ensure the provision of comprehensive resources, personnel, facilities, equipment and supplies necessary for responding to and investigating active attack incidents at primary and secondary school facilities in the County.

IV. STATEMENT OF DUTIES TO BE PERFORMED

A. DPS RESPONSIBILITIES

1. Consult with the County Sheriff's Office to determine which governmental entities employing first responders are reasonably likely to respond to an active attack incident at the primary and secondary school facilities in the County.
2. Invite any appropriate federal agencies, as determined by DPS, to participate in the multiagency tabletop exercises and in-person drills.
3. Invite any appropriate federal agencies, as determined by DPS, to enter into this Agreement as a Party.

B. COUNTY SHERIFF'S OFFICE RESPONSIBILITIES

Provide input to DPS on all the local governmental entities employing first responders that are reasonably likely, in the Sheriff's opinion, to respond to an active attack incident at the primary and secondary school facilities in the County. If the County has more than one school district, the County shall identify, as needed, the different governmental entities likely to respond to the different districts in the County.

C. MUTUAL RESPONSIBILITIES

DPS, the County Sheriff's Office and the signatories to this MOU understand and agree to the following:

1. To participate in a multiagency tabletop exercise at least once each odd-numbered year. The parties will collaboratively determine how often the tabletop exercise will be conducted in each odd-numbered year and the date(s) of the exercise.
2. To participate in an in-person drill at least once each even-numbered year. The parties will collaboratively determine how often the in-person drill will be conducted in each even-numbered year and the date(s) of the exercise.
3. To collaboratively establish procedures in a separate working protocols agreement, incorporated by this reference as an exhibit to this Agreement, for the provision of resources, personnel, facilities, equipment, and supplies in responses to critical active attack incidents at primary and secondary school facilities in the County in a vertically integrated fashion. DPS and the County will determine if more than one working protocols agreement is required if the County has more than one school district.
4. When establishing the procedures, DPS and local law enforcement agencies will:
 - a. give priority to establishing the interoperability of communications equipment among the parties to this Agreement;
 - b. establish procedures for interagency coordination in activities arising from critical active attack incidents, including evidence collection;
 - c. set jurisdictional boundaries; and
 - d. determine the capabilities, processes, and expectations among the parties to this Agreement.

V. TERM OF CONTRACT AND AMENDMENTS

This Agreement is effective on the date of the last party to sign. The parties will review the Agreement each year from the date of execution to determine if any amendments need to be made. This Agreement may only be amended by mutual written agreement of the parties.

VI. NO LIABILITY; NO APPARENT AGENCY AUTHORITY

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement.

The parties agree that they shall have no liability for the actions or omissions of the other parties and are solely responsible for their own actions or omissions; however, only to the extent required by Texas law.

The parties do not have authority for or on behalf of the other parties except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

If to DPS: TBD; name, title, address, email address, phone, fax

If to County Sheriff's Office: TBD; name, title, address, email address, phone, fax

If to Local Governmental Entity: TBD; name, title, address, email address, phone, fax

If to Federal Agency: TBD; name, title, address, email address, phone, fax

The undersigned signatories have full authority to enter into this Agreement on behalf of the respective Parties.

Signature	Printed Name	Title/Agency	Date