

## **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 Webb County Sheriff's Office (the Sheriff's Office), and the All First Responder Agencies for Complex Emergency Response and Investigation Planning related to active attack incidents at primary and secondary school facilities in Webb 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 89<sup>th</sup> 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
	Commander Federico Calderon		
Signature	Printed Name	Title/Agency	Date
	Captain Jorge Veliz		
Signature	Printed Name	Title/Agency	Date
	Chief Ramiro Martinez		
Signature	Printed Name	Title/Agency	Date
	Chief Rolando Cantu		
Signature	Printed Name	Title/Agency	Date
	Chief Christopher Baker		
Signature	Printed Name	Title/Agency	Date
	Ricardo Gonzalez		
Signature	Printed Name	Title/Agency	Date
	Guillermo Heard		
Signature	Printed Name	Title/Agency	Date
	Asst. Chief Anthony Stahl		
Signature	Printed Name	Title/Agency	Date
	Reynaldo Veliz		
Signature	Printed Name	Title/Agency	Date

Lt. Ernesto Camarillo

Signature	Printed Name	Title/Agency	Date
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Captain Pedro Sarmiento

Signature	Printed Name	Title/Agency	Date
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Chief Ramiro Garza

Signature	Printed Name	Title/Agency	Date
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Sr Investigator Bart Vasquez

Signature	Printed Name	Title/Agency	Date
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Chief Federico Gutierrez

Signature	Printed Name	Title/Agency	Date
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Chief Cordelia Perez

Signature	Printed Name	Title/Agency	Date
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Lt. Gregory Randal

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Chief Jose Hernandez

Signature	Printed Name	Title/Agency	Date
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Captain Jerry Norris

Signature	Printed Name	Title/Agency	Date
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DPAIC Jose Garza

Signature	Printed Name	Title/Agency	Date
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Captain Victor Sotelo, Jr

Signature	Printed Name	Title/Agency	Date
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Arturo Dela Garza

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Signature	Printed Name	Title/Agency	Date
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Cornelio Flores

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Commander Federico Calderon

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Not Offered via Docusign

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**Signer Events****Signature****Timestamp**

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Texas Department of Public Safety Procurement Division:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sandra.wallis@dps.texas.gov](mailto:sandra.wallis@dps.texas.gov)

**To advise Texas Department of Public Safety Procurement Division of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sandra.wallis@dps.texas.gov](mailto:sandra.wallis@dps.texas.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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**To request paper copies from Texas Department of Public Safety Procurement Division**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sandra.wallis@dps.texas.gov](mailto:sandra.wallis@dps.texas.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Texas Department of Public Safety Procurement Division**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sandra.wallis@dps.texas.gov](mailto:sandra.wallis@dps.texas.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Texas Department of Public Safety Procurement Division as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Texas Department of Public Safety Procurement Division during the course of your relationship with Texas Department of Public Safety Procurement Division.