

MEMORANDUM of UNDERSTANDING

BETWEEN

GUADALUPE COUNTY FIRE MARSHAL'S OFFICE

And

Schertz Fire Rescue

1. This agreement is between Guadalupe County Fire Marshal's Office and Schertz Fire Rescue now referred to as the DEPARTMENT, and their use of the Rescue Task Force (RTF) equipment, which was purchased by Guadalupe County using State Homeland Security Funds to plan for, prevent, respond and mitigate against acts of terrorism and other threatening incidents
2. Guadalupe County Fire Marshal/ Office of Emergency Management (GCFMO) obtained this grant for the better good of Guadalupe County citizens, visitors and first responders. The grant allows first responders to properly and safely respond to potential acts of terror and other threatening incidents.
3. Scope: This MOU defines the scope of work and the responsibilities of the parties to the agreement:
 - a. **GCFMO** and Schertz Fire Rescue will each assign a point of contact for this agreement. They will address and resolve all issues related to this agreement.
 - b. **General Duties:**
 - 1) The parties shall mutually agree to a department SOP/SOG on the information and guidance on the wearing of, cleaning, and storage of ballistic armor.
 - 2) The parties shall mutually agree to the department training on the use of the equipment as well as biannual retraining by all members of said department.
 - 3) The parties agree that the cost of repair or replacement for damage or use of consumables shall be covered by the department.
 - 4) Parties agree that GCFMO reserves the right to take back possession of the equipment if at any time GCFMO deems the equipment is being misused or not properly cared for.
 - 5) Parties agree that the department shall participate in local, regional, state and federal exercises, trainings and drills for the duration of the department's possession of the equipment.
 - 6) The departments shall provide an inventory of the issued equipment annually along with a detailed description of use.
 - 7) The department is responsible for replacement of all consumable items issued by GCFMO including but not limited to medical supplies used for training or real life. The equipment shall be ready for use at all times.
4. **Funding:** The parties to the MOU agree that the department and the County will explore general fund dollars and grant funding for repairing and replacement whichever is applicable.

5. **Liability:** The parties agree that Guadalupe County is not responsible for the negligent and wrongful acts and omissions by its employees or representatives, while using or wearing the equipment, including injury and death. At any time an incident occurs involving injury or death, the parties agree to fully cooperate with an Administrative review of events leading up to the injury/death. Both parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to injury/death.
6. **Amendment, Termination, Entry into Force, and Duration:**
- a. All activities of the parties under this MOU will be carried out in accordance with the above-referenced terms and conditions.
 - b. Except as otherwise provided, this MOU may be amended by the mutual written consent of the parties authorized representatives.
 - c. Either party may terminate this memorandum of understanding upon thirty (30) days written notice to the other party.
7. **MOU Force and Effect:** This MOU which consists of 7 sections and will enter into effect upon signature of both parties and will remain in effect for 10 years. It may be extended by mutual written consent of the parties authorized representatives. The foregoing represents the understandings reached between GCFMO and Schertz Fire Rescue upon the matters referred to herein.

This agreement will become effective on 9th day of June, 2020.

Patrick Pinder
Guadalupe County Fire Marshal

Date _____

Mark Browne
City Manager

Date _____

EXHIBIT A

Dept	Vest	Armor	Helmets	IFAK	Big Bags	Litter	Gear Bag
Schertz Fire	14	28	14	14	2	2	14