

Financial Report

Comal County ESD #1

June 21, 2017

Checking Account Balances (as of 06/17/2017):

Operating Account BNB		\$2,317,759.86
Checks issued not cleared		0.00
City of Bulverde – Front Porch News	\$934.00	
ABIP – Balance Due Auditor – up to	\$2,000.00	
Total Bills outstanding		<u>-2,934.00</u>
Available Funds		\$ 2, 314, 825.86

2017 Tax & Interest Receipts are \$2,600,434 compared to June 2016 YTD of \$2,460,984

June 2017
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CCESD #1 - Operating Account History

Date	Payee or Description of Transaction	Check #	Cleared	Debit	Credit	Balance	Balanced
1/1/2017	Balance Forwarded					1,084,958.28	
1/4/2017	Payment to Service Provider - BSBES			170,000.00		914,958.28	
1/4/2017	Broadway Bank - Payment on Station 3			19,225.00		895,733.28	
1/8/2017	Comal County - Wire for collections				1,125,502.49	2,021,235.77	
1/15/2017	Interest earned on account				315.50	2,021,551.27	rx
1/19/2017	Southside Bank - Annual Payment on #2	1080	x	98,077.99		1,923,473.28	
2/1/2017	Payment to Service Provider - BSBES			170,000.00		1,753,473.28	
2/1/2017	Broadway Bank - Payment on Station 3			19,225.00		1,734,248.28	
2/8/2017	Comal County - Wire for collections				1,118,563.61	2,852,811.89	
2/13/2017	Voided check	1081				2,852,811.89	
	Rhonda Zunker - Safe-D Registration,						
2/13/2017	Treasurer's Bond & Legal Posting	1082	x	2,001.66		2,850,810.23	
2/16/2017	Denton, Navarro, Rocha Bernal Hyde & Zech	1083	x	156.00		2,850,654.23	
2/16/2017	Harrell Hicks	1084	x	68.02		2,850,586.21	
2/16/2017	Interest earned on account				579.50	2,851,165.71	rx
2/16/2017	SAFE-D - membership renewal	1085		1,100.00		2,850,065.71	
2/16/2017	US Postal Service	1086		64.00		2,850,001.71	
2/16/2017	Voided check	1087				2,850,001.71	
2/16/2017	Comal County Appraisal District - balance	1088	x	19,795.85		2,830,205.86	
3/1/2017	Broadway Bank - Payment on Station 3			19,225.00		2,810,980.86	
3/6/2017	Comal County - Wire for collections				214,696.91	3,025,677.77	
3/9/2017	Payment to Service Provider - BSBES			170,000.00		2,855,677.77	
3/16/2017	VFIS - D & O renewal	1089	x	1,582.00		2,854,095.77	
3/16/2017	Denton, Navarro, Rocha Bernal Hyde & Zech	1090	x	97.50		2,853,998.27	
3/16/2017	Interest earned on account				683.93	2,854,682.20	
3/16/2017	Mark Schmalz - Travel Reimbursement	1091	x	102.72		2,854,579.48	
3/16/2017	John Scheffler - Travel Reimbursement	1092	x	117.18		2,854,462.30	
3/16/2017	H Harrell Hicks - Travel Reimbursement	1093	x	81.32		2,854,380.98	
4/3/2017	Broadway Bank - Payment on Station 3			19,225.00		2,835,155.98	

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CCESD #1 - Operating Account History

Date	Payee or Description of Transaction	Check #	Cleared	Debit	Credit	Balance	Balanced
4/3/2017	Payment to Service Provider - BSBES		x	170,000.00		2,665,155.98	
4/6/2017	Comal County - Wire for collections		x		77,480.93	2,742,636.91	
4/14/2017	Interest earned on account		x		738.31	2,743,375.22	
4/14/2017	Excessive withdrawal fee		x	5.00		2,743,370.22	xxx
4/16/2017	Voided check - US Postal Service	1086			64.00	2,743,434.22	
4/21/2017	H Harrell Hicks - Reimbursement for Computer Purchases	1094	x	1,795.00		2,741,639.22	
4/21/2017	Physio-Control, Inc.	1095		108,071.62		2,633,567.60	
4/21/2017	ABIP - first installment on Audit	1096		5,350.00		2,628,217.60	
4/21/2017	Comal Appraisal District - Refund of unused collection for 2016				3,107.24	2,631,324.84	
5/1/2017	Broadway Bank - Payment on Station 3			19,225.00		2,612,099.84	
5/1/2017	Payment to Service Provider - BSBES			170,000.00		2,442,099.84	
5/5/2017	Comal County - Wire for collections				25,631.89	2,467,731.73	
5/16/2017	Interest earned on account				655.02	2,468,386.75	
5/18/2017	Comal County Tax Assessor Collector (services)	1098		520.02		2,467,866.73	
5/18/2017	Denton, Navarro, Rocha Bernal Hyde & Zach	1099		59.11		2,467,807.62	
5/18/2017	BSB Fire & EMS - reimburse for PO Rent	1100		64.00		2,467,743.62	
06/0/2017	Payment to Service Provider - BSBES			170,000.00		2,297,743.62	
6/1/2017	Broadway Bank - Payment on Station 3			19,225.00		2,278,518.62	
6/12/2017	Comal County - Wire for collections				38,557.94	2,317,076.56	
6/16/2017	Interest earned on account				682.30	2,317,758.86	

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CCESD#1 PROPERTY TAX REMITTANCES FROM COMAL COUNTY

<u>MONTH</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
JAN	\$ 1,071,739	\$ 1,166,234	1,319,077	1,125,502
FEB	679,366	728,628	752,756	1,118,564
MAR	192,580	220,714	270,391	214,697
APR	59,106	68,543	63,349	77,481
MAY	30,457	22,384	25,188	25,632
JUN	29,669	28,716	30,222	38,558
JUL	24,477	20,148	21,267	
AUG	23,595	26,434	22,396	
SEPT	7,790	8,472	14,978	
OCT	4,735	5,867	4,141	
NOV	67,054	7,759	23,971	
DEC	165,127	194,537	258,978	
TOTAL	\$ 2,355,695	\$ 2,498,437	\$ 2,806,714	\$ 2,600,434

Note: The 2017 budget for revenues from taxes & interest is \$2,911,012

<u>MONTH</u>	<u>Interest payments received</u>	<u>2016</u>	<u>2017</u>
JAN		418.30	315.50
FEB		569.61	579.50
MAR		670.47	683.93
APR		741.25	738.31
MAY		576.20	655.02
JUN		547.11	682.30
JUL		492.83	
AUG		415.66	
SEPT		406.41	
OCT		316.03	
NOV		280.01	
DEC		270.32	
TOTAL		5,704.20	3,654.56
Total Tax Receipts & Interest		2,812,418	\$ 2,604,088

Jun 2017
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We're here for good.

1177 N.E. Loop 410
San Antonio, TX 78209

Account Number
4300003948
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broadway.bank
800.531.7650

COMAL COUNTY EMERGENCY SERVICES
DISTRICT #1
OPERATING ACCOUNT
353 RODEO DR
SPRING BRANCH TX 78070-6257

Bank Statement

SUMMARY OF ACCOUNTS

Account Type	Account #	Balance as of May 16, 2017	YTD Interest
PUBLIC FUNDS MONEY MARKET	4300003948	\$2,468,386.75	\$2,972.26

This statement reports your balances and activity from Apr 16, 2017 thru May 16, 2017 on the following accounts.

PUBLIC FUNDS MONEY MARKET	Account # 4300003948	Balance: \$2,468,386.75
Balance Last Statement		2,744,534.22

Deposits/Credits		29,394.15
Apr 21	CUSTOMER DEPOSIT	3,107.24
May 05	WIRE IN 0840 COMAL COUNTY TAX ASSESSOR COLL FROST SA 15	25,631.89
May 16	INT PMT SYS-GEN	655.02

Total Debits	305,541.62
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Checks Written	116,316.62				
Check #	Date Paid	Amount	Check #	Date Paid	Amount
1085	04-21	1,100.00	1085	04-25	108,071.62
1084*	04-25	1,795.00	1086	04-25	5,350.00

* DENOTES MISSING CHECK NUMBER

Other Withdrawals		
May 01	LOAN PAYMENT 001993897701	19,225.00
May 01	BULVERD SPRING B MO SVCS ESD #1	170,000.00

Interest Disclosure		
Annual Percentage Yield Earned	0.31 %	
Interest Earned	\$655.02	

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Account Number
4300003948
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Balance This Statement 2,468,386.75

Running Balances

Date	Balance	Date	Balance	Date	Balance
04-16	\$2,744,534.22	04-25	\$2,631,324.84	05-05	\$2,487,731.73
04-21	\$2,746,541.48	05-01	\$2,442,099.84	05-16	\$2,468,386.75

END OF STATEMENT

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT, PLEASE CONTACT DEPOSIT OPERATIONS
By Phone: 210.283.6500/800.531-7650 * By Mail: P.O. Box 17001, San Antonio, TX 78217

In Case of Errors or Questions About Your Electronic Transfers (e.g. ATM or debit card transactions, direct deposits or withdrawals) Telephone us at 210.283.6500 or 800.531.7650 or write us at Card Operations, P.O. Box 17001, San Antonio, TX 78217 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 30 days after we sent you the FIRST statement on which the error or problem appeared. (1) Include your name and account number; (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. (If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.)

We will investigate and if we find we have made an error, we will credit your account when the investigation has been completed.

Reporting Other Problems (e.g. Unauthorized Signature or Alteration) You must examine your statement promptly and notify us in writing, within 30 days after the date your statement was mailed or otherwise made available to you, of the facts relevant to any errors, problems or unauthorized transactions on your account. If you fail to report any unauthorized signatures, alterations, or forgeries within 30 days of when your statement was sent or made available, you cannot assert a claim against us and the loss will be entirely yours.

Deposit Agreement Your account is governed by the terms of your Deposit Agreement, the Fee Schedule, and other disclosures provided at account opening and amended from time to time. Copies of the current versions of these documents are available at any Banking Center or by calling 210.283.6500 or 800.531.7650.

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Comal County ESD 1
Post Office Box 126
Spring Branch, TX 78070

Invoice No. 49384
Date 05/31/2017
Client No. COMA1

INVOICE DUE UPON RECEIPT

For professional audit services and support rendered through May 31, 2017.

Final Billings, Audit of Financial Statements for the period ending December 31, 2016.

Current Amount Due \$ 2,000.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,000.00	0.00	0.00	0.00	0.00	2,000.00

Thank you,

ABIP, PC

Due upon receipt: Please list invoice number on your check and correspondence. For your convenience, you have the option to pay via Bill pay, ACH or credit card. (\$2,500 Limit Per Invoice)

Jun 2017
Attach 2

2018 Budget – As Approved

	2018 Approved Budget 5.30.2017		Forecast		Unaudited	
	2018	'18 vs '17	2017	'17 vs '16	2016-Actual	
Joint Agreement revenue	\$ 567,000	-3%	\$ 4,320,000	-19%	\$ 4,320,000	
Fire & EMS Billing	26,400	3%	584,400	-52%	720,820	
Membership/Standby etc.			25,731		53,134	
Income	\$ 593,400		\$ 4,930,131		\$ 5,093,954	
Personnel	3,898,711	3%	3,789,722	10%	3,458,499	
Medical Supplies	100,800	3%	98,210	-14%	114,428	
Fleet Exp-M&R, Fuel, Insurance	239,000	5%	228,596	4%	219,945	
Station Expenses: Utilities/M&R/Supplies	188,560	13%	167,559	-8%	181,965	
Professional & Service Fees (Med Dir/Legal)	41,100	4%	39,676	-7%	42,650	
Quality Assurance/Quality Improvement (QA/QI)	85,000	0%	85,000	0%	85,250	
Service Contracts & IT Expenses	116,723	26%	92,729	59%	58,315	
Insurance (Surety Bonds)	2,100	-1%	2,111	17%	1,811	
Uniforms/Gear	43,200	12%	38,447	-17%	46,280	
Training & Licensing Expenses	93,945	6%	88,723	214%	28,212	
Misc (Office Equip/Public Relations/Christmas Party)	17,600	59%	12,620	-283%	(6,888)	
Operating Expenses	928,028		853,611		770,768	
Direct Operating Expenses	4,826,739	4%	4,643,333	10%	4,229,267	
Rodeo Drive	114,311		122,814		95,785	
Administration	414,053		395,435		357,758	
Allocated Expenses	528,363	2%	518,249	14%	453,543	
Total Operating Expenses	\$ 5,355,102	4%	\$ 5,161,582	10%	\$ 4,682,810	
Net Gain/(Loss) From Operating Activities	\$ (4,761,702)		\$ (231,451)		\$ 411,144	

Jun 2017
Attach 3

2018 Budget – Emergency Services Only

	2018 Approved Budget 5.30.2017		Forecast		Unaudited 2016-Actual
	2018	'18 vs '17	2017	'17 vs '16	
Joint Agreement revenue	\$		\$ 4,320,000		\$ 4,320,000
Fire & EMS billing	567,000	-3%	584,400	-19%	720,820
Membership/Standby etc...	26,400	3%	25,731	-52%	53,134
Income	\$ 593,400		\$ 4,930,131		\$ 5,093,954
Personnel	3,898,711	3%	3,789,722	10%	3,458,499
Operating Expenses	928,028		853,611		770,768
Direct Operating Expenses	4,826,739	4%	4,643,333	10%	4,229,267
Rodeo Drive	114,311		122,814		95,785
Administration	414,053		395,435		357,758
Allocated Expenses	528,363	2%	518,249	14%	453,543
Total Operating Expenses	\$ 5,355,102	4%	\$ 5,161,582	10%	\$ 4,682,810
Net Gain/(Loss) From Operating Activities	\$ (4,761,702)		\$ (231,451)		\$ 411,144

16 and '17		2018/Mth	2016 & 2017	Increase
Alloc %				
ESD 1	47%	\$ 187,382	\$ 170,000	\$ 17,382
ESD 4	26%	104,713	96,000	9,713
ESD 5	26%	104,713	96,000	9,713
	100%	\$ 396,808	\$ 360,000	\$ 36,808

Jun 2017
Attach 3 i

	Current Monthly Payment	Current Annual Payment	Current % of Total Payment	Proposed Monthly Payment	Proposed Annual Payment	Proposed % of Total Payment
ESD #1	\$170,000	\$2,040,000	47%	\$180,000	\$2,160,000	45%
ESD #4	\$95,000	\$1,140,000	26%	\$109,800	\$1,317,600	28%
ESD #5	\$95,000	\$1,140,000	26%	\$107,000	\$1,284,000	27%
SP's Budget				\$396,800	\$4,761,600	
					\$4,761,702	

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ESD1 Cost Sharing Considerations

In 2009 ESD's 1, 4 & 5 had agreed to initiate a sharing of sales tax, but in early 2010 ESD1 unintentionally lost or forfeited its right to assess a sales tax.

ESD1 agreed to contribute \$160,000/month upon commencement of the JSA in March 2014. In 2013 its monthly average contribution was \$145,398 and the average for January and February 2014 was \$145,952. Because ESD1 had been funding 100% of the cost of senior management and operating stations 1 & 2 (which, prior to the JSA, were being used and occupied by the fire ESD's at no cost to them), ESD1 should have had the expectation of 4 & 5 sharing these cost burdens. Does it not follow that ESD1's monthly contribution should have been less than what it had been paying? Instead, it increased by \$14,000.

Section 3.12 B. of the JSA states that service billings are to be allocated between Emergency Medical Emergency Services and Fire Protection Services. Instead of ESD1 receiving credit for 100% of its ambulance billings, these have been shared with 4 & 5 at the same ratio of monthly contributions – ranging from 48.5/51.5 (2014 & 2015) to 47.2/52.8 (2016 & 2017) with the fire ESD's receiving the larger allocation.

What should be the fair basis for cost sharing? Dedicated emergency medical personnel versus dedicated fire personnel seems to be at least one logical component of a fair basis. This component would result in a 40/60 sharing using 2016 numbers.

ESD1's tax rate rose from .062412 in 2009 to its current rate of .0851 – a 33% increase.

Jun 2017
Attch 4-b

ESD #1

Receipts and capital contributions:

	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actuals	2017 Budget
Property taxes	2,129,647	2,173,559	2,334,094	2,498,076	2,806,714	2,900,000
Other revenues (Donations, grant, interest, etc.)	3,349	529	3,983	8,013	7,469	4,500
Total cash receipts	2,132,996	2,174,088	2,338,077	2,506,089	2,814,183	2,904,500

Expenditures (cash only)

Service Provider	1,671,137	1,751,804	1,891,904	1,920,000	2,040,000	2,040,000
O&A Expenses (2014 includes \$30,000 workers comp refund)	31,183	39,603	12,726	36,206	36,407	48,350
Debt Service	200,684	217,385	183,576	267,340	328,778	329,000
Capital Expenditures	235,188	399,276	149,353	207,384	465,235	125,000
Budgeted Reserves						
Total expenditures (cash only)	2,138,192	2,408,068	2,237,559	2,430,929	2,870,420	2,542,350
Receipts less expenditures	(5,196)	(233,980)	100,518	75,160	(56,237)	362,150

Cash projection:

Bank account balances beginning of year	1,319,176	1,313,980	1,080,000	1,090,167	1,156,388	1,084,958
Excess/shortage of revenue	(5,196)	(233,980)			(56,237)	362,150
Actual/projected cash bank account balances at end of year	1,313,980	1,080,000	1,090,167	1,156,388	1,100,151	1,447,108

*Sum 2017
H.C.*

6 months of Reserves $\$2,537,350 / 12 * 6 =$ \$ 1,268,750
 (Service Provider, Debt Service & O & A)
 2,160,000
 48,500
 329,000
\$ 2,537,500

* This is calculated with \$180,000 a month payments
 Tax Receipts - calculated on 4% increase in revenues

Capital Expenditures for 2018

Access Security Stations 2 & 3	19,836.00
Security Cameras Stations 2 & 3	9,416.00
Upgrade Propane Tanks at Stations 2 & 3	3,906.00
Upgrade retention pond at Station 3	10,000.00
Upgrade asphalt apron & improve drainage Station 2	27,000.00
Total Capital Expenditures	<u>\$ 70,158.00</u>

Need to build reserves to cover purchase of Ambulance in 2019 and remounts in 2020 & 2021.

Jun 2017
H-C

2018 Budget

3,016,000
5,500
3,021,500

2,160,000
48,500
329,000
70,158
150,000
2,757,658
263,842

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H-G

C

Summary of Recommendations - May 25, 2017

Apparatus - Current

2019 Engine - replace E73 (0258); 2021 replaces E74 (1808)
Tender

Brush Truck - move to 2021

Ambulance - New in 2019 - consider remount '20-21

QRVs - Redistribution of current assets

Apparatus - NEW

MIH Vehicle - NP (Ford Interceptor Utility Vehicle)

MIH - 3000 annual miles

	2018	2019	2020	2021
	N/A	Engine	N/A	Engine
	N/A	Tender	N/A	N/A
	N/A	REMOVE	N/A	Brush Truck
9	REMOVE Ambulance	Remount	Remount	Remount

Units considered for removal

*Ann 2017
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Capital Improvement Projects - May 25, 2017

No.	Type	Owner	Project Title	Location	Priority	Duration	Estimate	Invoice
1		ESD1	Drainage modification	Station 2			20,000	
2		ESD1	Upgrade detention pond	Station 3			10,000	Would be corrected by option 4
4		ESD1	Repair	Station 2	2		27,000	Replace asphalt/interceptor drain
3		ESD4	Engine 72 Upgrades				18,615	Reduced from original quote

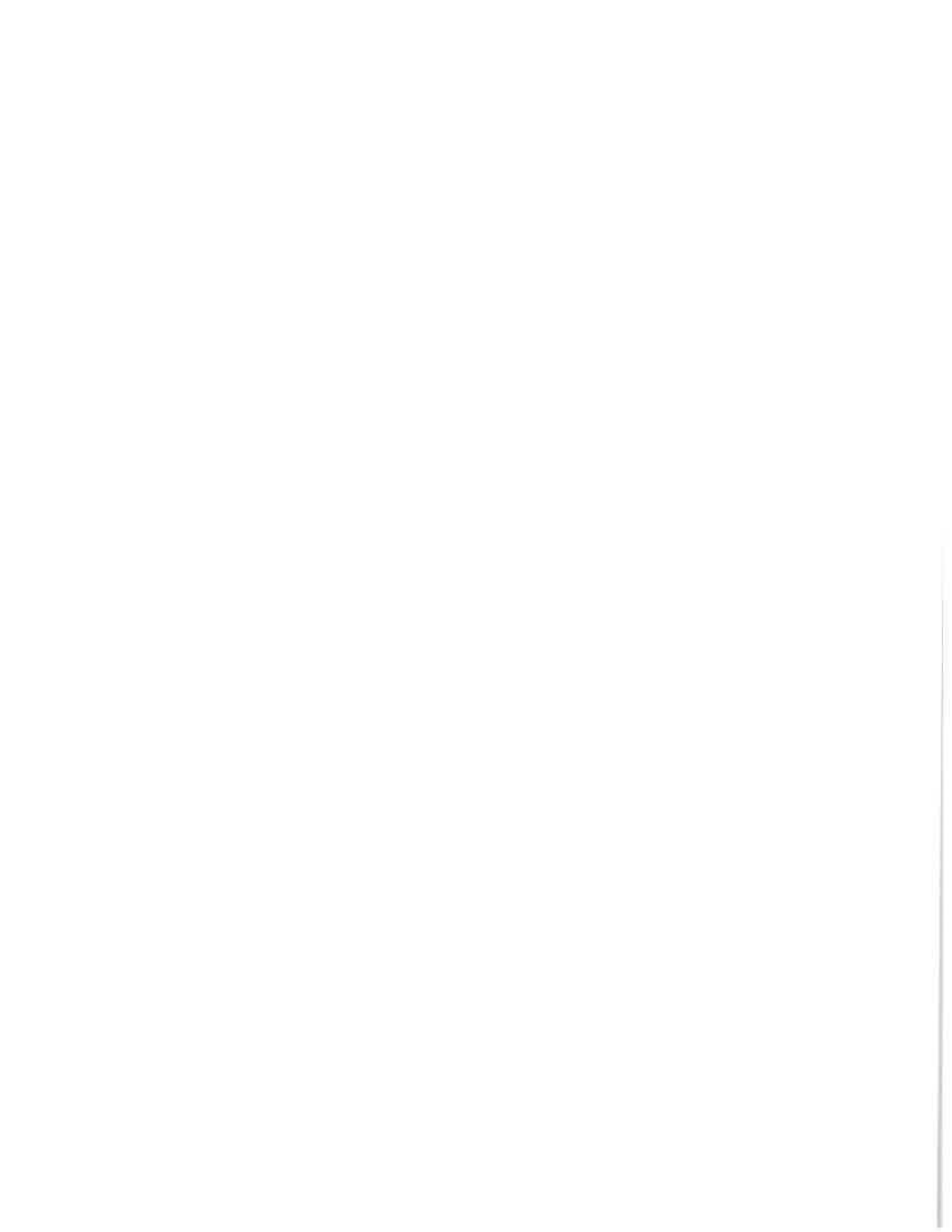
Jan - 2017
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Budget Year 2018 - Other Considerations

No. Type Owner Project Title
 1 Options for IT - Internal, external, combination
 2 PEO analysis

	72,000	2018 Consideration		IT Consultation	2019	2018 plus
		PTE - 12 HR	FTE - 12 HR			
Station 4 staffing model						
		2288	34,320	45,855	138,711	2
		2288	27,456	40,202	122,616	2
			61,776	86,057	261,327	
		19%	11,737	16,351	49,652	
		Total FTE	73,513	102,408	340,979	
(1) PTE 12 HR per day at Station 4		12	26,280	157	73,584	
		15	32,850	157	39,060	24 hrs PTE
		Total PTE	59,130	50,868	112,644	
		Grand Tot	132,643	153,276	423,623	
			131,040	131,040	131,040	
			(1,603)	(22,236)	(292,583)	
2017 PTE Budget labor for Station 4						
		Stipends for year 2			(4,184) stipends	
		EDU	2400		(296,767)	
		Long	844			
			940			
			1,784			

Jim 2017
H-f



Comal County Integrated Response Committee
MEMORANDUM OF UNDERSTANDING (MOU)

DATE: 6/7/2017

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**

Jun 2017
Attachment 5

Comal County Integrated Response Committee
MEMORANDUM OF UNDERSTANDING (MOU)

DATE: 6/7/2017

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:

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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 ALERTT'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.

Consistent [X1]: insert Juvenile Information

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

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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

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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

<i>DEPARTMENT</i>	<i>DEPARTMENT HEAD</i>	<i>SIGNATURE AND DATE</i>
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Capital Acquisition Projects - May 25, 2017

No.	Type	Owner	Project Title	Location	2018 Budget Consideration	Priority	Duration	Estimate	Includes radio/option for model	Total Projects/Entity	Invoice	Funding Form 1255	Payment
5		ESD	QRVs - Deferred	relook at 2019	48,500-55000	3							
7		ESD1	Security/Access	Station2		1		9,983					
8		ESD1	Security/Access	Station3		1		9,853					
10		ESD1	Security Cameras	Station2				4,708					
11		ESD1	Security Cameras	Station3				4,708					
9		ESD1	Upgrade propane tank	Station2	1279-1983	2-1			option is size of tank (16 to 24 hours)				
10		ESD1	Upgrade propane tank	Station 3	1419-2023	2-1			option is size of tank (16 to 24 hours)				
12		ESD1	Purchase	Station 2	5,500	3			ice machine - currently do not have one				
3		ESD4	Bunker gear replacement		16,000	1				38,659			
2		ESD5	Washer Extractor & Dryer	Station3		1		10,000		18,000			
		ESD5	Bunker gear replacement					18,000		28,000			
1		NP	Back up generator	Station1	125,000	3			options: grant/donation/financing				
4		NP/7	MIH QRV		45,000	2			includes radio (interceptor)				
6		NP	Security/Access	Station1	24,928	1							
9		NP	Security Cameras	Station1	6,058								200,986

Jun 2017
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