

THE STATE OF TEXAS)
)
COUNTY OF BEXAR)

**INTERLOCAL AGREEMENT BETWEEN
BEXAR METRO 9-1-1 NETWORK
AND
THE CITY OF SAN ANTONIO**

THIS INTERLOCAL AGREEMENT (“Agreement”), which is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is made and entered between the Bexar Metro 9-1-1 Network (“Bexar Metro”) and the City of San Antonio (“COSA”), (collectively referred to as “the Parties”), for the purpose of defining roles and responsibilities for the installation, maintenance, and operation of the 9-1-1 system and Public Safety Answering Points (“PSAP”), between the City and Bexar Metro.

WHEREAS, COSA and Bexar Metro each provides, installs and maintains 9-1-1 system or PSAP equipment at Brooks City Base (“Brooks PSAP”) and Quarry Run Regional Operations Center (“Quarry Run PSAP”), respectively, and each PSAP facility may potentially serve as an emergency backup facility for the other and as backup to other PSAPs; and

WHEREAS, Bexar Metro is a duly organized political subdivision of the State of Texas authorized to provide the 9-1-1 system for emergency services within of Bexar, Comal, and Guadalupe Counties; and

WHEREAS, COSA is authorized to engage in the provision of police, fire, ambulance, and related emergency and PSAP services for the benefit of people within its jurisdiction;

NOW, THEREFORE, Bexar Metro and COSA, for the mutual consideration hereinafter stated, agree as follows:

I.

1. General Responsibilities of COSA and Bexar Metro:¹

- 1.1 Bexar Metro agrees to provide all database, network, and equipment management and maintenance for the 9-1-1 system for emergency services within of Bexar, Comal, and Guadalupe Counties. This includes providing and maintaining the readiness of 9-1-1 system equipment, including hardware and software, that is installed and maintained by Bexar Metro at the Brooks PSAP and the Quarry Run PSAP, and to keep its 9-1-1 system equipment as technologically up to date as is reasonable.

¹ For clarity purposes with regard to equipment, the term “9-1-1 system equipment” refers to Bexar Metro installed and maintained equipment, and the term “PSAP equipment” refers to COSA installed and maintained equipment. The Health and Safety Code, Sec. 772.001, defines “9-1-1 system” as “a system of processing emergency 9-1-1 calls”.

All such 9-1-1 system equipment, including hardware and software, shall remain the property of Bexar Metro.

- 1.2 Bexar Metro agrees to maintain the Quarry Run PSAP facility and to keep it operational and functional.
- 1.3 COSA agrees to maintain the Brooks PSAP facility and to keep it operational and functional.
- 1.4 COSA agrees to provide and maintain the readiness of its own PSAP equipment that is installed and maintained by COSA at either the Brooks PSAP and/or the Quarry Run PSAP, and to keep its PSAP equipment as technologically up to date as is reasonable. All such PSAP equipment, including hardware and software, shall remain the property of COSA.

To the extent that either party would seek to become a tenant within the other's PSAP facility, the parties agree to execute a "Tenant Agreement" that shall specifically govern the rights and responsibilities of the Parties regarding such tenancy, and such other agreements or amendments to document associated additional roles and responsibilities not covered by this Agreement.

2. COSA agrees that the 9-1-1 system equipment installed by Bexar Metro at the Brooks PSAP remains the property of Bexar Metro and that COSA shall be responsible for any damage caused to the console, call-taking and auxiliary computers, other than by normal wear and tear usage and/or loss. Bexar Metro shall, at Bexar Metro's expense, keep and maintain all 9-1-1 system equipment now or later installed on the property in commercially reasonable condition and repair all normal wear and tear during the terms of this Agreement. City shall have the right to conduct testing and maintenance activities at any time.

2.1 Neither Bexar Metro or COSA shall be responsible for the following:

- 2.1.1 The misconduct or accident of the other party's behavior or Users or Services;
- 2.1.2 The failure or deficient performance of, equipment, or systems not provided by that party.
- 2.1.3 Delay caused or requested by the other party;
- 2.1.4 Service interruptions, deficiencies, degradations or delays during any period in which the other party or its representatives are not afforded access to the premises where access lines associated with service are terminated;
- 2.1.5 Service interruptions, deficiencies, degradations or delays during any period when a service component is removed from service for maintenance, replacement, or rearrangement purposes by the other party;
- 2.1.6 The other party's election to not release a service component for testing and/or repair and to continue using the service component, and/or
- 2.1.7 Force Majeure conditions such as fire explosion, lightning power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror

acts of civil or military authorities, fuel or energy shortages, acts or omissions of supplies or other causes beyond the other party's control, whether or not similar to the foregoing.

3. COSA agrees that representatives or contractors of Bexar Metro shall be the only personnel authorized to maintain, modify, move or change the configuration of the 9-1-1 system equipment installed at the Brooks PSAP without written permission from Bexar Metro. This shall include the installation of software and hardware other than that provided or approved in writing by Bexar Metro.

4. COSA agrees to provide immediate, unrestricted access by Bexar Metro representatives or contractors to all Bexar Metro owned or leased equipment and to the applicable needed demarcation points within the Quarry Run PSAP. Furthermore, this access shall be provided without prior notification to COSA and/or PSAP by Bexar Metro representatives or contractors. All COSA and Bexar Metro representatives or contractors shall be subject, at a minimum, to the Texas Department of Public Safety and FBI CJIS Security Policies and parties shall execute a "MANAGEMENT CONTROL AGREEMENT REGARDING TEXAS DEPARTMENT OF PUBLIC SAFETY AND FBI CRIMINAL JUSTICE INFORMATION SYSTEMS". All Bexar Metro representatives or contractors shall be required to have and display photo ID badges upon entry to the facility.

5. COSA agrees to provide PSAP operations at the Brooks PSAP on a twenty-four hour a day basis and to staff the PSAP with trained Police Telecommunicators whose training meets the Texas Commission on Law Enforcement (TCOLE) minimum standards and any other minimum standards set by the State of Texas in applicable statutes or rules.

6. COSA agrees to provide PSAP operations based on consideration of its own PSAP operational standards, recommended Bexar Metro minimum standards, and other applicable recommended public safety standards and best practices.

7. COSA agrees to maintain on a twenty-four hour a day basis a ten-digit emergency number or numbers for non-emergencies as required by Texas Health and Safety Code Ann. Section 772.311, and agrees to provide a minimum of two analog (or Internet Protocol) ten-digit telephone numbers to support 9-1-1 system rolodex/agency list callout and 9-1-1 callback.

8. COSA agrees to install and maintain at the Brooks PSAP a logging recorder system for long-term archival of 9-1-1, administrative, and radio traffic; agrees to provide transfer, dispatch, and response emergency services according to COSA's normal practices and treat similarly situated technologies and 9-1-1 information in comparable manner for all communications delivered via the Bexar Metro 9-1-1 system or via ten-digit overflow to the PSAP as COSA determines to be appropriate given nature of the call or emergency.

9. COSA agrees to provide at the Brooks PSAP an alternate power source (generator) for the 9-1-1 system equipment, to test this alternate power source under load on a monthly basis, and to maintain such equipment in good working order.

10. COSA agrees to participate in all Train-the-Trainer classes required by Bexar Metro. The salary and expenses of any personnel attending equipment-training classes shall be the responsibility of COSA.

11. COSA agrees to make reasonable modifications at the Brooks PSAP, such as providing the necessary dedicated electrical circuits and outlets, physical space, and any other reasonable requirements to allow for the installation of the Bexar Metro 9-1-1 system equipment or network components.

12. COSA agrees that certain information provided through the 9-1-1 system is confidential and agrees not to disclose information regarding specific wireline, wireless, Interconnected Voice over Internet Protocol or other communications companies or their customers to the public or others outside the PSAP without first contacting Bexar Metro. A specific company or customer may wish to oppose an open record request through means established in the Texas Open Records Act for information provided through the 9-1-1 system. In addition to information provided through the 9-1-1 system, call recording information provided to the call-taker by the customer may involve and be within the customer's common law right of privacy or medical information laws in certain cases. The type of information as a general rule that has been considered confidential will be covered during equipment training provided by Bexar Metro; however, such is an addition to and not a substitute for legal advice by legal counsel for COSA.

13. COSA agrees to use a manual ALI Query only in the context of answering and responding to emergency calls and maintain appropriate confidentiality associated with the use of manual ALI query. It is recognized by COSA that all wireline and VoIP telephone numbers may no longer be in the traditional ALI database.

14. COSA agrees to report all 9-1-1-location display and routing errors as they occur through the electronic means provided by the 9-1-1 system equipment.

15. Bexar Metro agrees to provide PSAP management with procedures for reporting problems with the 9-1-1 system, including means for escalation.

16. Bexar Metro shall be responsible for the resolution of all 9-1-1 system hardware, software, and database errors.

17. Bexar Metro agrees to provide immediate, unrestricted access by COSA representatives or contractors to all COSA owned or leased equipment and to the applicable needed demarcation points within the Quarry Run PSAP. Furthermore, this access shall be provided without prior notification to Bexar Metro by COSA representatives or contractors. All COSA and Bexar Metro representatives or contractors shall be subject, at a minimum, to the Texas Department of Public Safety and FBI CJIS Security Policies and parties shall execute a "MANAGEMENT CONTROL AGREEMENT REGARDING TEXAS DEPARTMENT OF PUBLIC SAFETY AND FBI CRIMINAL JUSTICE INFORMATION SYTEMS". All COSA representatives or contractors shall be required to have and display photo ID badges upon entry to the Quarry Run PSAP.

18. Bexar Metro agrees to make reasonable modifications at the Quarry Run PSAP, such as providing the necessary dedicated electrical circuits and outlets, physical space, and any other reasonable requirements to allow for the installation of the COSA PSAP

equipment or network components.

19. Each Party will provide for compensation of its own employees and operate and maintain its own equipment.

II.

COSA agrees to and accepts full responsibility for the acts, negligence and/or omissions of all COSA's officers, employees and agents.

III.

Bexar Metro agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Bexar Metro's officers, employees and agents.

IV.

This agreement represents the entire and integrated agreement between Bexar Metro and COSA and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.

V.

This agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

VI.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

VII.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extended said authority have been duly passed and are now in full force and effect.

VIII.

Notice to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

IX.

The Parties acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et, seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury and death.

X.

Agreement exhibits may be updated as needed without amending this Agreement. All future exhibit versions must be in writing, dated and signed by the Parties.

FOR CITY OF SAN ANTONIO

FOR BEXAR METRO 9-1-1 NETWORK

The effective date of this agreement shall be the _____ day of _____, 2016.

EXECUTED in duplicate originals this the _____ day of _____, 2016

Bexar Metro 9-1-1 Network:

By: _____

W.H. Buchholtz
Executive Director/CEO

City of San Antonio
By authority of Council action dated _____.

By: _____

Sheryl Sculley
City Manager

APPROVED AS TO FORM:

City Attorney