

AN ORDINANCE 2017-12-14-1015

AUTHORIZING THE APPROVAL OF A MUTUAL AID AND USE AGREEMENT WITH THE BEXAR METRO 9-1-1 NETWORK DISTRICT TO PROVIDE PUBLIC ALERT AND WARNING SERVICES FOR THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, the Bexar Metro 9-1-1 Network District has provided public alert and warning services for the City of San Antonio since 2003; and

WHEREAS, this Agreement will amend and establish the terms of the City's use of Bexar Metro's Regional Emergency Alert Network, which currently consists of an emergency notification platform and the supporting 9-1-1 landline database; integration with the Federal Emergency Management Agency's Integrated Public Alert and Warning System infrastructure; that are used in combination with Bexar Metro's tri-county, Alert Origination Software Provider; and

WHEREAS, the Agreement will provide access to the Federal Emergency Management Agency's Integrated Public Alert and Warning System infrastructure which currently supports the distribution of Wireless Emergency Alerts and the Emergency Alert System, both of which are critical alert and warning tools that share time-critical information with the public; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

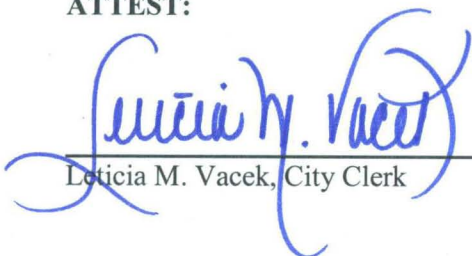
SECTION 1. The City Manager or her designee, or the Director of the Office of Emergency Management (OEM) or his designee, is authorized to execute an agreement with the with the Bexar Metro 9-1-1 network district to provide public alert and warning services for the City of San Antonio. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.


PASSED AND APPROVED this 14th day of December, 2017.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	33 (in consent vote: 4, 6, 7, 9, 10, 11, 12, 16, 18A, 18B, 18C, 19, 20, 23, 25, 26, 27, 28, 29, 30, 32, 33, 35, 38, 39, 40)						
Date:	12/14/2017						
Time:	09:20:27 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the acceptance of a Mutual Aid Agreement with the Bexar Metro 9-1-1 Network District to provide Public Alert and Warning Services for the City of San Antonio. [Erik Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x			x	
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

EFG/rk
12/14/2017
Item No. 33

Attachment I

REGIONAL EMERGENCY ALERT NETWORK
MUTUAL AID AGREEMENT

This Regional Emergency Alert Network (REAN) Mutual Aid and Use Agreement ("Agreement") is entered into by and between the Bexar Metro 9-1-1 Network ("Bexar Metro"), a special purpose Emergency Communication District operating under Texas Health and Safety Code, Chapter 772; and the City of San Antonio (or "participating jurisdiction") (collectively, the "Parties"). The purpose of this Agreement is to supersede, amend, restate, update or establish the terms of use of Bexar Metro's REAN, which currently consists of (1) an emergency notification platform and the supporting 9-1-1 database confidential information; (2) as applicable, the addition of using the Self Registration Portal (SRP); (3) integration with the Federal Emergency Management Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS) infrastructure; and (4) used in combination with Bexar Metro's tri-county, seamless digital map and Internet Web Site or the other applicable system. This REAN Mutual Aid Agreement supersedes any previous Emergency Notification System agreement between the parties.

RECITALS

WHEREAS, the Parties recognize that citizens living within their area of responsibility could lose their lives or property or be seriously injured as a consequence of natural or man-made disasters or other civil emergencies; and

WHEREAS, the Parties further recognize that an emergency notification system can be an important tool when disseminating time-critical information that could potentially reduce the consequences of such emergencies; and

WHEREAS, participating jurisdiction wants to use Bexar Metro's notification platform or the supporting 9-1-1 database confidential information, and/or the SRP, as applicable, to augment and enhance the benefits of existing mutual aid agreements and any inter-jurisdictional or local emergency management plans; and

WHEREAS, the Parties recognize REAN contains or uses 9-1-1 database information that is confidential by law and not available for public inspection, pursuant to Texas Health and Safety Code Ann. Section 771.061(a), and may be used solely for purposes of delivering or assisting in the delivery of emergency services or emergency notification services, pursuant to 47 United States Code Section 222(g), and for areas served by a regional planning commission in accordance with 1 Tex. Admin. Code 251.13; and

WHEREAS, the participating jurisdiction recognizes management and data maintenance responsibility of the citizen SRP database, which supplements the 9-1-1 database, rests solely with the participating jurisdiction; and

WHEREAS, IPAWS allows Federal, State, tribal and territorial authorities to alert the public of serious emergencies through integration into the nation's alert and warning platforms, such as Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), and the National Oceanic and Atmospheric Administration (NOAA) Weather Radio.

WHEREAS, the participating jurisdiction understands Bexar Metro will limit access to IPAWS pending jurisdiction completion of all FEMA mandated training and credentialing requirements and that thereafter IPAWS shall be used under the terms and conditions required by applicable laws or regulations; and

WHEREAS, the participating jurisdiction agrees that REAN is reserved for use in life-threatening emergencies that require expeditious notification or alerting of affected citizens in a minimum amount of elapsed time consistent with applicable laws or regulations; and

WHEREAS, the Parties recognize and agree that formalizing policy and procedures and having Standard Operating Procedures will enhance its emergency operations procedures and result in the most efficient utilization of REAN, and therefore enhance notifying citizens of the proper actions critical to minimizing the potential loss of life and property; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 418, Texas Government Code, being the Texas Disaster Act of 1975 and/or Chapter 791 of the Texas Government Code, being the Texas Interlocal Cooperation Act; and

WHEREAS, the Parties understand and agree that REAN is simply one tool with the potential to enhance existing methods and procedures for use during emergency situations.

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Parties agree as follows:

TERMS

1. DEFINITIONS. For the purpose of this Agreement, the terms listed below have the following meanings:

a. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

b. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, earthquake, wind, storm, oil spill or other water contamination, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency, terrorism, and other public calamity requiring emergency action.

c. "Regional Emergency Alert Network" ("REAN") currently refers to Bexar Metro's (1) emergency notification platform and the supporting 9-1-1 database confidential information; (2) as applicable, the addition of using the SRP; (3) integration with the FEMA IPAWS infrastructure, and (4) used in combination with Bexar Metro's tri-county, seamless digital map and Internet Web Site or the other applicable system.

d. "Public Agency" means the state, a municipality, a county, an emergency communication district, a regional planning commission, or any other political subdivision or district in this state.

e. "Public Safety Agency" means the division of a public agency that provides, participates in the provision of, or has authority to provide fire-fighting, law enforcement, ambulance, medical, 9-1-1, or other emergency services.

f. "Public Safety Answering Point" ("PSAP") is the emergency communication center that is the first point in a public safety agency that receives a 9-1-1 call and that is assigned the responsibility of receiving and responding to, as appropriate, a citizen's request for emergency assistance through the 9-1-1 telephony system, and for facilitating, conducting, or managing other emergency law enforcement, fire, and emergency medical services activities.

g. "IPAWS" allows Federal, State, tribal and territorial authorities to alert the public of serious emergencies through integration into the nation's alert and warning platforms, such as EAS, WEA, and the NOAA Weather Radio.

2. STANDARD OPERATING PROCEDURE (SOP). The senior official at each jurisdiction is responsible for developing and maintaining appropriate SOP that directs the use of and the protection of the critical and confidential components of the REAN and its SRP. Each jurisdiction will appoint a senior government official who determines the appropriate use of REAN and has the authority to direct and execute a REAN scenario. To ensure maximum and efficient use of REAN, each jurisdiction agrees to coordinate their SOP with Bexar Metro and the other participating jurisdictions and, to the maximum extent possible, develop operational plans that prevent conflict among and between users.

4. SECURITY AND CONFIDENTIALITY. Because of the confidentiality of the 9-1-1 database that supports the REAN, the SRP supporting data and the potential for abusing REAN, the Parties agree to limit access to REAN through the use of personal identification and access authorization code words; the absolute minimum number of people will have access to these code words. The Parties agree to keep the 9-1-1 database information confidential and to use the information solely for purposes of delivering or assisting in the delivery of emergency services or emergency notification services. The information will not be made available for public inspection. The Parties understand and have been advised that, pursuant to Texas Government Code Section 552.352 (the Texas Public Information Act), it is a misdemeanor offense and constitutes official misconduct to make public or distribute information that is confidential by law. Until such time as ruled otherwise by the Texas Attorney General or a court of competent jurisdiction, to the extent permissible by law and consistent with the Texas Public Information Act, SRP data should be treated in the same confidential manner as the 9-1-1 database confidential information. Nothing in this Agreement is intended to establish any exceptions to public information that are not authorized by the Texas Public Information Act.

5. REAN ACTIVATION. The responsible government official representing the participating jurisdiction may direct REAN activation in the event of: (a) a declaration of a local disaster; (b) the declaration of a civil emergency by the presiding officer of the governing body of a Party; or (c) a local public safety event in which the near-simultaneous notification of a large number of citizens has the greatest opportunity of preventing the loss of life or property.

6. TERM AND TERMINATION. This Agreement shall be for a term of one (1) year commencing upon the date the last of the Parties executes the Agreement. This Agreement shall automatically renew each year for an additional period of one (1) year. A party to this Agreement may terminate its participation in the Agreement by providing the remaining Parties with a minimum of ninety (90) days written notice prior to the termination date.

7. ASSIGNMENTS. The Parties may not assign their rights, privileges and obligations under this Agreement, in whole or in part, without the prior written consent of the remaining Parties.

8. AMENDMENTS. This Agreement may be amended only by the mutual written consent of the Parties.

9. OTHER MUTUAL AID AGREEMENTS. It is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in civil emergency or disaster situations and that those other agreements shall be unaffected by this Agreement, except as may be expressly provided herein or by amendment or law. This Agreement shall not prevent any of the Parties from individually or jointly providing mutual aid assistance or entering into other mutual aid agreements, and this Agreement shall not prevent any of the Parties from providing emergency assistance to another local government which is not a party hereto, or providing any other mutual aid or emergency assistance as provided for by law.

10. THIRD PARTIES. This Agreement is not intended to create, nor shall it be deemed or construed to create, any rights in third parties.

11. NO WARRANTY AS TO USE OR OPERATION OF THE REAN AND NO WAIVER OF IMMUNITY. Bexar Metro's obligation under this Agreement is to provide for the use and sharing of resources and infrastructure in accordance with and as permitted by the terms and conditions of its agreements with vendor(s) of REAN (which vendor agreements are available upon request to participating jurisdiction). In addition to the minimum ninety (90) days written notice in paragraph 6 above for termination of this Agreement, Bexar Metro also agrees to promptly notify participating jurisdiction in advance of any known or identified planned changes in the status or termination of its agreements with vendor(s) related to REAN. The Parties agree that Bexar Metro makes no warranties and assumes no responsibility or liability for the use or operation of REAN or the supporting 9-1-1 database confidential information; that each Party waives all claims against the other Parties for use or operation of REAN or supporting 9-1-1 database confidential information except those caused in whole or in part by the negligence of an officer, employee, or agent of another party; and that none of the Parties waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement, the use or operation of REAN or supporting 9-1-1 database confidential information, or performance under this Agreement.

12. IPAWS Mandated Training, Credentialing, and Use. The participating jurisdiction agrees that prior to accessing IPAWS, the participating jurisdiction agrees to complete all FEMA mandated training and credentialing requirements and that thereafter IPAWS shall be used under the terms and conditions required by applicable laws or regulations.

13. NO FINANCIAL OBLIGATION. The Parties agree and acknowledge that nothing in this agreement creates a financial obligation on the City of San Antonio to fund or pay for any vendor agreements associated with the REAN.

14. GOVERNING LAW AND VENUE. The laws of the State of Texas shall govern this Agreement. Venue for an action arising under this Agreement shall be in Bexar County, Texas.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

BEXAR METRO 9-1-1 NETWORK

City of San Antonio



Michael L. Pedigo
Executive Director

Date: 11/29/2017

Name: _____
Title: _____
Date: _____