

AN ORDINANCE 2017-08-31-0610

RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, ACTING THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND THE CITY OF SAN ANTONIO FIRE DEPARTMENT TO ESTABLISH TERMS AND UNDERSTANDING FOR PARTICIPATION IN THE FEMA PERSONAL IDENTITY VERIFICATION-INTEROPERABLE SMART CARD BETA TEST.

* * * * *

WHEREAS, in an effort to improve security of state and local access to Federal Emergency Management Agency (FEMA) systems, FEMA has invited the City of San Antonio to participate in its FEMA Personal Identity Verification-Interoperable (PIV-I) Smart Card Beta Test; and

WHEREAS, the Beta Test involves the deployment of secure, interoperable smart card credentials to San Antonio emergency managers and the use of those credentials to securely access FEMA online systems; and

WHEREAS, the initiative will provide smart card credentials to City personnel at no cost to the City; and

WHEREAS, the Beta Test is FEMA funded and will not financially impact the City; and

WHEREAS, if the Beta Test is successful, FEMA is expected to require these credentials for future access to its secure on-line systems; **NOW THEREFORE:**

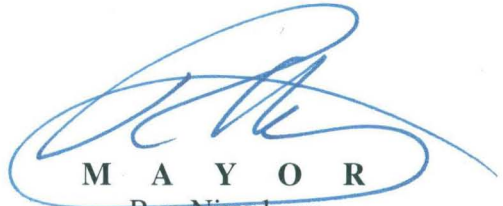
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The actions of City staff in executing a Memorandum of Understanding with the Federal Emergency Management Agency for participation in the Personal Identity Verification-Interoperable Smart Card Beta Test are hereby ratified.

SECTION 2. A copy of the Memorandum of Understanding, in final form, is attached to this Ordinance as **Exhibit I**.

SECTION 3. 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 31st day of August, 2017.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	18 (in consent vote: 7, 8, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28A, 28B)						
Date:	08/31/2017						
Time:	09:24:59 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance ratifying a Memorandum of Understanding between the Department of Homeland Security, acting through the Federal Emergency Management Agency, and the San Antonio Fire Department to establish terms and understanding for participation in the FEMA Personal Identity Verification-Interoperable Smart Card Beta Test. [Erik Walsh, Deputy City Manager; Charles Hood, Fire Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		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				x
Clayton H. Perry	District 10		x				

JK/rk
8/31/17
Item No. 18

Exhibit I

MEMORANDUM OF UNDERSTANDING

Federal Emergency Management Agency

And

City of San Antonio

- I. **Purpose:** The purpose of this Memorandum of Understanding (MOU) is to establish terms and understanding for participation in the FEMA Personal Identity Verification-Interoperable (PIV-I) Smart Card Beta Test (referenced herein as, "Beta Test").
- II. **Parties:** This MOU is between the Department of Homeland Security (DHS), acting through the Federal Emergency Management Agency (FEMA), Office of Chief Information Officer (OCIO) and the City of San Antonio, located in San Antonio, Texas, referenced herein as, "Beta Test Partner."
- III. **Scope:** During this Beta Test, selected partners in the State, Local, Tribal, and Territorial (SLTT) emergency management communities will assess PIV-I integration and interoperability between their Information Technology (IT) resources or network(s) and those of FEMA's using PIV-I smart cards. For the Beta Test, such PIV-I smart cards will be issued by one or more vendor(s) contracted to FEMA, but are cross-certified in order to operate on certain Federal Government IT Networks.
- IV. **Duration:** This MOU will commence as of the date this MOU is executed by both Parties, becoming effective once the last Party signs, and shall remain in effect for the earlier of one (1) year or the completion of the Beta Test, whichever is earlier. This MOU may be extended by mutual agreement of the Parties. Either Party may terminate this MOU by sending a written notice thirty (30) days in advance to the other party.
- V. **General Provisions:** Subject to the terms set out below in Paragraphs 1-10, the Beta Test Partner will work cooperatively with FEMA and any of FEMA's Beta Test contractors, vendors, associates, or designees, in order to participate in this Beta Test. The Beta Test Partner agrees to participate in meetings, provide written reports (as deemed necessary by FEMA), and allow the screening and background investigations for the specific individuals who will serve as active PIV-I testers (herein, referenced as "Testers.") Such Testers will use PIV-I credentials to participate in Beta Test test/validation activities. FEMA will provide training, access to FEMA IT resources [including one or more IT resources such as the FEMA Enterprise Network (FEN) and/or mission support applications], and limited IT assistance. Such IT assistance, which shall consist of in-kind assistance provided at the sole discretion of FEMA, shall consist of technical advice or consulting efforts and/or limited issuance of minor equipment or materials to enable SLTT Beta testers to meet the information exchange and assurance needs of the Beta Test.
1. The Beta Test Partner will identify at least two Identity Credential and Access Management (ICAM) subject matter experts (SME) to be active participants in ICAM Sub-Committee quarterly meetings. Such SMEs should also actively participate as Testers.
 2. The Beta Test Partner will arrange for DHS/FEMA suitability screening (including, as needed, background investigations) of the specific individuals who will serve as Testers.
 3. The Beta Test Partner will provide IT SMEs and associated support to assist with any PIV-I related IT review of the Beta Test Partner's IT architecture.
 4. The Beta Test Partner will provide a secure space, power, connectivity, etc. that meets the needs of FEMA's contractors/associates for PIV-I issuance equipment and functions.

5. The Beta Test Partner will make any reasonable improvements needed to participate in the Beta Test.
6. The Beta Test Partner will provide FEMA OCIO with Beta Test progress reports and post-Beta Test results. Any such reports and results will be in writing, unless both Parties amend this MOU to state otherwise.
7. The Beta Test Partner will ensure that each of the Partner's Testers (including SMEs, representatives, or other Beta Test participants) takes and/or agrees to comply with any and all training or terms and conditions (e.g. breach notice procedures, IT security or privacy training, records management, etc.) required by DHS or FEMA prior to accessing any DHS/FEMA IT systems.
8. FEMA will provide invitational travel for up to two (2) ICAM SMEs from the Beta Test Partner to attend one or more ICAM Sub-Committee meetings. Such ICAM SMEs will serve as meeting representatives.
9. FEMA or its contractor(s), associate(s) or designee(s) will maintain and use PIV-I issuance equipment and PIV-I card stock to provide PIV-I issuance services to the Beta Test Partner for the duration of the Beta Test.
10. FEMA or its contractor(s), associate(s) or designee(s) will review the Beta Test Partner's current IT architecture, and as needed, provide improvement recommendations.
11. FEMA or its contractor(s), associate(s) or designee(s) (upon the request of the Beta Test Partner) will any review draft IT procurement proposals if the Beta Test Partner wishes to adopt PIV-I technology at the conclusion of the Beta Test.

VI. Points of Contact: The Parties will use the following points of contact to communicate during the course of this Beta Test. Each Party may change its point of contact upon reasonable notice to the other Party.

1. FEMA: Craig A. Wilson, ICAM OCIO Technical Lead
2. Beta Test Partner: Vance Meade, Deputy Chief, San Antonio Fire Dept

VI. Other Provisions:

HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this MOU.

NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

COUNTERPARTS. This MOU can be executed in any number of counterparts, i.e. different people can sign on separate pages, and when so duly executed and delivered, each of these counterparts shall be deemed to be an original. When taken together, all the counterparts, if any, shall constitute but one and the same MOU.

SEVERABILITY. Nothing in this MOU is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this MOU are severable and, in the event any provision of this MOU is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this MOU. If feasible, the offending provision shall be replaced with a enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this MOU. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this MOU shall not affect the legality, validity or enforceability of any other provision of this MOU.

NO PRIVATE RIGHT. This MOU is between FEMA and the Beta Test Partner. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel of the Parties. Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation, or to restrict any Party from administering or enforcing any laws within its authority or jurisdiction.

NO PROMISE OF FUNDING. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Except as explicitly set forth in Section IV above, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures, if any.

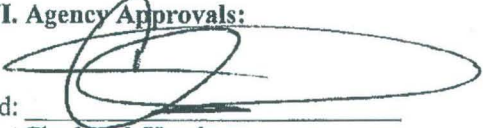
ISSUE RESOLUTION. Throughout the course of this MOU, issues such as scope, interpretation of provisions, unanticipated technical matters (including improvements), and other concerns may arise. Both parties agree to appoint their respective points of contact to work in good faith towards resolution.

ENTIRE MOU. This MOU constitutes the entire MOU between the Parties with regard to the terms of the PIV-I Beta Test, as set forth herein. This MOU may be modified upon the mutual written consent of the parties, however any such changes must be in writing, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

NO WAIVER OF REGULATORY FUNCTIONS OR SOVEREIGN RIGHTS. This MOU will not, by implication or otherwise, be construed to limit or impair the power or authority of the either Party to enforce its own laws and regulations. Accordingly, the terms of this MOU do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.


VI. Agency Approvals:

Signed: _____


Charles N. Hood
Fire Chief, San Antonio Fire Dept
(Beta Test Partner)

Date: 6/20/17

Signed: _____


Adrian R. Gardner
FEMA, Chief Information Officer

Date: 7/28/17