

AN ORDINANCE 2019-05-30-0440

**AUTHORIZING THE EXECUTION OF AN EMERGENCY
RESPONSE MEMORANDUM OF UNDERSTANDING
(MOU) BETWEEN BCFS HEALTH AND HUMAN
SERVICES (BCFS HHS) AND THE CITY OF SAN
ANTONIO TO PROVIDE EMERGENCY RESPONSE
RESOURCES AND SUPPORT FOR LARGE SCALE
INCIDENTS OR DISASTERS IMPACTING THE CITY.**

* * * * *

WHEREAS, BCFS HHS manages a system of non-profit organizations that partner with government agencies, corporations, non-profits, and community leaders to develop programs and service models that combat challenges in health and human services; and

WHEREAS, the Office of Emergency Management has developed a close partnership with BCFS HHS over the past few years and this agreement will help solidify this relationship and strengthen the City's ability to respond and recover from a catastrophic disaster or civil emergency; and

WHEREAS, BCFS HHS owns emergency response resources including mobile command platforms, mass transportation assets, communications equipment and other related and supportive resources that could assist the City of San Antonio as a temporary provision during civil emergencies, disasters, and/or large scale incidents; and

WHEREAS, this action will allow the City's first responders to request equipment from BCFS HHS through the City's Office of Emergency Management in responding to a civil emergency or disaster; and

WHEREAS, the City will also agree to perform all reasonable and necessary maintenance or repairs on requested resources during and after its use, as deemed appropriate and/or necessary by BCFS HHS; **NOW THEREFORE**,

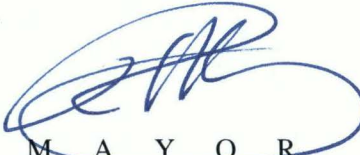
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or designee, is authorized to execute a Memorandum of Understanding between the San Antonio Office of Emergency Management and BCFS Health and Human Services, to provide emergency response resources including mobile command platforms, mass transportation assets, communications equipment and other related and supportive resources to the City of San Antonio during civil emergencies, disasters, and/or large scale incidents, and to execute all ancillary documents to fulfill the purpose of this Ordinance. The Memorandum of Understanding is attached hereto and incorporated herein for all purposes as **ATTACHMENT I**.

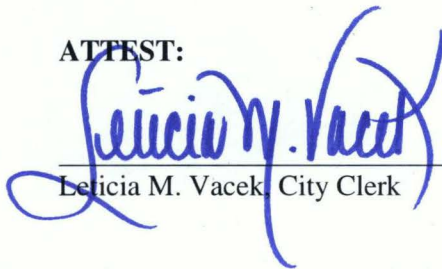
SECTION 2. No fiscal ordinance language is required.

SECTION 3. This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes of the City Council. If less than eight (8) affirmative votes are received, then this Ordinance shall be effective ten (10) days after passage.

PASSED AND APPROVED this 30th day of May, 2019.

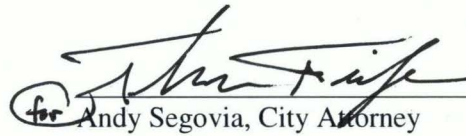

M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Andy Segovia, City Attorney

Agenda Item:	21 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27A, 27B, 27C)
Date:	05/30/2019
Time:	09:35:28 AM
Vote Type:	Motion to Approve
Description:	Ordinance approving an emergency response Memorandum of Understanding with BCFS Health and Human Services to provide emergency response resources and support for large scale incidents or disasters impacting the City. [Maria Villagomez, 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				
Art A. Hall	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				

ATTACHMENT I



BCFS HEALTH AND HUMAN SERVICES
EMERGENCY MANAGEMENT

MEMORANDUM OF UNDERSTANDING

This Agreement is by and between:

- **BCFS Health and Human Services**, a Texas non-profit corporation (hereinafter referred to as "BCFS HHS"), 1506 Bexar Crossing, San Antonio, Texas 78232, which includes the BCFS HHS Emergency Management Division (EMD), and the
- **The City of San Antonio**, (also referred to as the "CITY"), 100 Military Plaza, Texas, 78205.

WHEREAS, BCFS HHS owns emergency response resources including Mobile Command Platforms, mass transportation assets, communications equipment and other related and supportive resources that could assist as temporary resource(s) to establish and conduct emergency, recovery, and/or steady state-type functions; and

WHEREAS, the City of San Antonio could benefit with the temporary provision and use of BCFS HHS resources, including but not limited to those items listed in Attachment A, that could supplement City resources during incidents/disasters impacting the City; and

WHEREAS, BCFS HHS would consider providing the CITY with temporary, emergent access to the BCFS HHS resources; and

WHEREAS, the parties hereto wish to express their agreement in which BCFS HHS would make resources available, in accordance with conditions and stipulations specified herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, BCFS HHS and the CITY express their agreement and define the duties, scope, responsibilities, conditions, and stipulations of the parties as follows:

This Agreement is effective from the date of signing until midnight, June 1, 2020. The term may be extended, abbreviated, or otherwise modified by mutual, written agreement of the parties.

1. The CITY agrees to provide BCFS HHS with contact information of personnel authorized to request resources on Attachment B and to utilize the BCFS HHS Emergency Response toll free number (800.337.0373) in order to request activation of available BCFS HHS resources. The resources that are provided from Attachment A ("BCFS HHS Resource List") for CITY use will be listed on Attachment C ("Provided Resources"), and this attachment may be modified and dated from time to time to reflect those in active use by the CITY as of the date on the attachment.
2. The CITY agrees that any BCFS HHS resource that is inoperable or unavailable at the time of request(s) will not obligate BCFS HHS to provide an alternative for or backup to the requested resource.

Initials

Date

[Signature]
04/19/19

- 1 -

Initials

Date



BCFS HEALTH AND HUMAN SERVICES
EMERGENCY MANAGEMENT

3. The CITY agrees that BCFS HHS resources are to be utilized for emergency or other mutually agreed upon incidents that are geographically isolated to San Antonio or Bexar County.
4. The CITY agrees that BCFS HHS will not be held responsible or liable for any mechanical, programming, or failure of any equipment, supplies, and/or functions of/on any requested BCFS HHS resource(s), except that BCFS HHS shall indemnify the CITY, its elected officials, employees, volunteers, or representatives in instances where injury, death, or property damage is caused by the negligence of an agent, representative, or employee of BCFS HHS.
5. Relative to each requested resource, BCFS HHS personnel will support, operate and/or oversee the requested resource to the extent deemed appropriate by BCFS HHS. The CITY agrees that BCFS HHS will not be held responsible or liable for procedures, processes, functions, etc., conducted in/on any requested BCFS HHS resource by the CITY and/or officially designated supportive entities, organizations, and/or personnel.
6. Regarding resources left to the responsibility and operation of CITY or CITY-approved personnel, the CITY agrees to perform all reasonable and necessary maintenance on requested resources during and after its use, as deemed appropriate and/or necessary by BCFS HHS. During use, particularly for extended periods of time, the CITY agrees to monitor and maintain vehicle fuel and fluid levels at appropriate levels and in a timely manner. Mechanical issues or concerns will be reported to the designated BCFS HHS representative without fail or delay.
7. The CITY agrees that it is responsible for all damages to requested resource(s) that may occur during use by the CITY. The CITY agrees to provide the funding for any and all repairs or replacements made necessary as the result of its use of the requested resource(s).
8. This Agreement shall remain in full force and effect during the term set forth above unless any of the following occur:
 - i. BCFS HHS or the CITY terminate this Agreement with or without cause, upon 30 days' notice to the CITY; or
 - ii. The parties mutually agree to terminate this Agreement.
9. This Agreement may not be assigned, in whole or in part, by either of the parties to another without the prior written consent of the other Party. The parties may subcontract with other parties to provide personnel, services, equipment and goods as needed during an operation, but such subcontracting shall not excuse either party from meeting its obligations under this Agreement.
10. This Agreement constitutes the entire understanding and agreement of, and between, the parties with respect to the subject matter hereof, and supersedes all prior representations and agreements, verbal or written. While the parties may add to or modify this Agreement

Initials 
Date 07/18/19

Initials _____
Date _____



BCFS HEALTH AND HUMAN SERVICES
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by subsequent signed writings, this Agreement shall not be varied except by an instrument in writing, duly executed by an authorized representative of each party.

11. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, the balance of this Agreement remains enforceable to the extent allowed by law.
12. Any notice, consent, demand, or request required or permitted by and directly related to the establishment, continuance, renewing and/or cancellation of this Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered or deposited in the United States mail, postage prepaid, certified, addressed as follows:

The CITY:

Charles N. Hood
Fire Chief
San Antonio Fire Department
315 S. Santa Rosa
San Antonio, Texas 78207
Charles.Hood@sanantonio.gov

BCFS HHS:

BCFS HHS
c/o Emergency Management Division
1506 Bexar Crossing
San Antonio, Texas 78232
210-832-5000
Alex.Orourke@bcfs.net

13. The validity, construction, scope, and performance of this Agreement shall be governed by the applicable laws of the State of Texas. Further, each party consents to the exclusive jurisdiction and venue of the courts located in Bexar County, Texas, with respect to all matters arising out of, or related to, this Agreement.
14. The signatories hereto warrant and represent that they have authority to bind their principals and that the parties hereto are the correct parties to the Agreement as to the promises exchanged herein.

The parties hereto have executed this Agreement on _____, 2019.

The CITY

By: _____
Charles N. Hood, Fire Chief
San Antonio Fire Department

BCFS Health And Human Services

By: 
Kevin C. Dinnin, Chairman, Board of Directors

Date

Date

Initials _____
Date _____

Initials _____
Date _____



BCFS HEALTH AND HUMAN SERVICES
EMERGENCY MANAGEMENT

Attachment A: BCFS HHS Resource List

Type-1 Mobile Command Platform
Type-3 Mobile Command Platform
Semi-Trailer Trucks
Trucks (650, 450, 1 ton, 3/4 ton)
Box Trucks w/ lift
Passenger Vans
Cargo Vans
12' - 36' trailers (supply)
48' - 53' Trailers with Lifts
Trailered Shelter Support Units
60 KW - 300 KW Generators
Shower Trailers
Toilet Trailers
Laundry Trailers
Light Towers
Communication Mast Trailers 60' - 100'
BLS/Bariatric Ambulances
Mobile Medical Units
Coach Buses
Forklifts 8000 lbs. - 11000 lbs.
Polaris Rangers
Mass Care / Shelter Supplies
Communications Equipment
VHF Radios, Cellular Phones, Laptops, Printers, Monitors

Initials 

Date 5/18/14

Initials _____

Date _____



BCFS HEALTH AND HUMAN SERVICES
EMERGENCY MANAGEMENT

Attachment B: Authorized Requestors

Position	Name	Contact Phone Number	Contact Email Address

Initials AB
Date 6/18/19

Initials _____
Date _____

[illegible]

Date _____

Initials _____

Date _____