

AN ORDINANCE

2012-05-17-0365

**APPROVING AN EMERGENCY NOTIFICATION SYSTEM  
MUTUAL AID AND USE AGREEMENT BETWEEN BEXAR  
METRO 9-1-1 NETWORK DISTRICT AND THE CITY OF  
SAN ANTONIO TO PROVIDE EMERGENCY  
NOTIFICATIONS TO THE PUBLIC, WITH THE TERM OF  
AGREEMENT FOR ONE YEAR WITH AN AUTOMATIC  
ONE-YEAR RENEWAL.**

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**WHEREAS**, Bexar Metro 9-1-1 Network District (Bexar Metro) has implemented a new system that utilizes text messaging, email, cell phones, voice-over-Internet protocol, as well as traditional hard line telephones; and

**WHEREAS**, this new system also allows local residents to sign up to receive personal emergency notifications; and

**WHEREAS**, Bexar Metro wishes to use the City of San Antonio as a pilot program to test their new self-registration portal (SRP); and

**WHEREAS**, in that regard, it is necessary for Bexar Metro and the City to enter into an Emergency Notification System Mutual Aid and Use Agreement to provide emergency notifications to the public; and

**WHEREAS**, such an agreement is authorized by Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975) and Chapter 791 of the Texas Government Code (Texas Interlocal Cooperation Act); and

**WHEREAS**, the term of agreement is for one year, with an automatic one-year renewal; and

**WHEREAS**, pursuant to the terms of the agreement, the City will advertise the new service;  
**NOW THEREFORE:**

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

**SECTION 1.** The City Manager and her designee are hereby authorized to execute an Emergency Notification System Mutual Aid and Use Agreement to provide emergency

notifications to the public that contains substantially the same terms and conditions as those contained in **Exhibit I**. The terms of the Agreement are hereby approved.

**SECTION 2.** Funding in the amount of \$25,000.00 for this ordinance is available in fund 11001000, cost center 2006010001, and general ledger 5203040, as part of the FY 2012 budget. Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order. All expenditures shall comply with the approved operating budget for current and future fiscal years.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts, as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED** this 17th day of May, 2012.



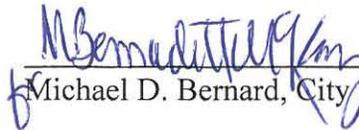
**M A Y O R**  
Julián Castro

**ATTEST:**

**APPROVED AS TO FORM:**



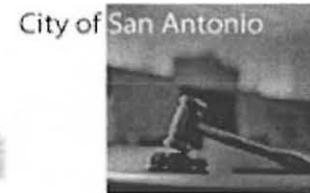
\_\_\_\_\_  
Leticia M. Vacek, City Clerk



\_\_\_\_\_  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**



## Agenda Voting Results - 20

<b>Name:</b>	5, 6A, 6B, 8A, 8B, 9, 12A, 12B, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25A, 25B						
<b>Date:</b>	05/17/2012						
<b>Time:</b>	10:47:57 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving an Emergency Notification System Mutual Aid and Use Agreement between Bexar Metro 911 Network District and the City of San Antonio to provide emergency notifications to the public, with the term of agreement for one year with an automatic one-year renewal. [Erik J. Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
Carlton Soules	District 10		x				

EMERGENCY NOTIFICATION SYSTEM  
MUTUAL AID AGREEMENT

This Emergency Notification System Mutual Aid and Use Agreement ("Agreement") is entered into by and between the Bexar Metro 9-1-1 Network District ("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 is to supersede, amend, restate, and update the terms of use of Bexar Metro's notification platform, the supporting 9-1-1 database confidential information, and the addition of using the Self Registration Portal (SRP) (collectively referred to herein as the Emergency Notification System (ENS)). This ENS Mutual Aid Agreement supersedes any previous such agreement.

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, the 9-1-1 database confidential information, and the SRP 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 the ENS 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

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, the participating jurisdiction agrees that the ENS is reserved for use in life-threatening emergencies that require expeditious notification of affected citizens in a minimum amount of elapsed time; 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 the ENS, 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 the ENS 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. "Emergency Notification System" ("ENS") refers to Bexar Metro's notification platform, the 9-1-1 database confidential information, and the SRP used in combination with Bexar Metro's tri-county, seamless digital map and Internet Web Site.

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.

2. STANDARD OPERATING PROCEDURE (SOP). The senior PSAP 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 ENS and its SRP.

Each jurisdiction will appoint a senior government official who determines the appropriate use of the ENS and has the authority to direct the PSAP to execute an ENS scenario. To ensure maximum and efficient use of the ENS, 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.

3. SRP DATA. Marketing and public education concerning the SRP, data collection, quality control of the data, and identification and disposition of outdated records is the sole responsibility of the participating jurisdiction. Once the data collected through the SRP has been validated by the participating jurisdiction, Bexar Metro will include the data into the production map via a unique layer. Thus the SRP data and associated telephone numbers and email addresses will be available for future ENS activations.

4. SECURITY AND CONFIDENTIALITY. Because of the confidentiality of the 9-1-1 database that supports the ENS, the SRP supporting data and the potential for abusing the ENS, the Parties agree to limit access to the ENS 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. ENS ACTIVATION. The responsible government official representing the participating jurisdiction may direct ENS 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. FUNDING. Funding for the emergency notification and SRP platforms is provided by Bexar Metro. The participating jurisdiction agrees to assume all costs related to marketing, public education, and personnel costs associated with data collection and maintenance of the SRP platform.

7. 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 thirty (30) days written notice prior to the termination date.

8. 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.

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

10. 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.

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

12. NO WARRANTY AS TO USE OR OPERATION OF THE ENS AND NO WAIVER OF IMMUNITY. The Parties agree that Bexar Metro makes no warranties and assumes no responsibility or liability for the use or operation of the ENS 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 the ENS, or performance under this Agreement.

13. 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**



W. H. Buchholtz  
Executive Director

Date: \_\_\_\_\_

**CITY OF SAN ANTONIO**

Sheryl L. Sculley  
City Manager

Date: \_\_\_\_\_