

AN ORDINANCE 2016-01-28-0039

**AUTHORIZING AN INTERLOCAL AGREEMENT WITH
THE CITY OF AUSTIN TO PROVIDE FOR 9-1-1 CALL
CONTINUITY DURING CRITICAL INCIDENTS THAT
DISRUPT THE CAPACITY TO RECEIVE EMERGENCY
CALLS.**

WHEREAS, the San Antonio Police Department (SAPD) and the Austin Police Department (APD), both being public safety answering points (PSAPs), are responsible for answering 9-1-1 calls for their respective communities; and

WHEREAS, the SAPD and the APD wish to assist one another during critical incidents that disrupt the capacity of one or the other to receive emergency calls; and

WHEREAS, there exists an agreement between the Capital Area Emergency Communications District, which serves the Austin area, and the Bexar Metro 9-1-1 Network District, which serves the San Antonio area, to re-route 9-1-1 calls during such incidents; **NOW THEREFORE:**

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

SECTION 1. The City Manager and her designated representative are hereby authorized to execute an interlocal agreement with the City of Austin to provide for 9-1-1 call continuity during critical incidents that disrupt the capacity of the aforementioned PSAPs to receive emergency calls. A copy of said agreement is attached hereto as **Exhibit I**, and the terms of that agreement are hereby approved. Should the parties be unable to agree upon an agreement that is substantially the same as that attached hereto within ninety days of the effective date of this Ordinance, subsequent City Council action shall be required for authorization to execute the agreement.

SECTION 2. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 28th day of January, 2016.

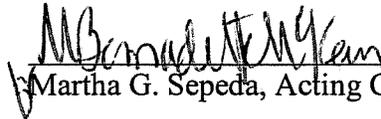

M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk



Martha G. Sepeda, Acting City Attorney

Agenda Item:	27 (in consent vote: 4, 5, 7A, 7B, 9, 10A, 10B, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 30)						
Date:	01/28/2016						
Time:	09:20:26 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an interlocal agreement with the City of Austin to provide for 9-1-1 call continuity during critical incidents that disrupt the capacity to receive emergency calls. [Erik Walsh, Deputy City Manager; William McManus, Chief of Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF AUSTIN
FOR 9-1-1 CALL CONTINUITY OF OPERATIONS

This Agreement is made and entered into by and between the City of Austin (“Austin”) and the City of San Antonio (“San Antonio”) hereinafter collectively referred to as the “Parties”, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

RECITALS

WHEREAS, The San Antonio and Austin Police Departments are responsible for answering 911 calls for their respective citizens;

WHEREAS, it is the desire of the Parties to assist one another during critical instances that require Austin 911 calls to be re-routed to San Antonio’s communications center, thus mitigating scenarios that may disrupt or delay delivery of emergency services to Citizens of Austin;

WHEREAS, it is the desire of the Parties to assist one another during critical instances that require San Antonio 911 calls to be re-routed Austin’s communications center, thus mitigating scenarios that may disrupt or delay delivery of emergency services to Citizens of San Antonio;

WHEREAS, this cooperative effort will assist Austin and San Antonio through their respective law enforcement departments, in fulfilling their responsibilities and mission to serve the citizens by ensuring business continuity of 911 services; and

WHEREAS, there is an existing agreement between the Capital Area Emergency Communications District and the Bexar Metro911 District for transmission of 911 calls between the two districts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the undersigned Parties agree as follows:

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF AUSTIN

FOR 9-1-1 CALL CONTINUITY OF OPERATIONS

I. Authorized Representatives

The Parties shall each appoint an Authorized Representative (Exhibit A1 and A2) who shall be authorized to develop and update protocols and processes identified in this agreement. Each Party will notify the other two regarding appointment of new Authorized Representative within ten (10) days of making such new appointment.

II. Notification Between Parties

The San Antonio Police Department ("SAPD") and the Austin Police Department ("APD") have worked together to develop a notification protocol that will be followed in the event that 9-1-1 calls will need to be rerouted. This notification protocol is attached as Exhibit B and may be updated by mutual agreement of the Authorized Representatives.

III. Incident Notification

The SAPD and the APD have worked together to develop an incident notification method that ensures critical incidents will be promptly communicated in the event that 9-1-1 calls are rerouted. This notification method is attached as Exhibit C1 and C2 and may be updated by mutual agreement of the Authorized Representatives.

IV. Information and Record Sharing

Austin and San Antonio agree to provide each other with any and all call information stemming from such Austin 911 call rerouting or San Antonio 911 call rerouting such as 911 call recordings, radio recordings, and CAD/RMS documentation.

V. Costs

The Parties agree to individually bear the costs incurred by each related to this effort. Notwithstanding any other provision of this Agreement, each Party's payment obligations under this Agreement are payable solely from the current fiscal year revenues appropriated and available for the payment of such obligations.

VI. Agreement Term

This agreement shall be in effect when it has been executed by all parties and shall remain in effect for one year from the date of execution by the last Party. The agreement shall renew annually unless terminated by one of the Parties as described below.

VII. Termination

A party may terminate this agreement by providing written notice to the other Parties one hundred eighty (180) calendar days prior to the termination date.

INTERLOCAL AGREEMENT

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FOR 9-1-1 CALL CONTINUITY OF OPERATIONS

VIII. Limitation of Liability and Governmental Immunity

Each Party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other Party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the Parties, any liability shall be shared by each Party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

IX Notice

Any notice required or permitted by this agreement shall be sufficient for all purposes if delivered in writing to the applicable Party at its address set forth below or such other address as may be designated by such Party in writing.

City of Austin:

City of San Antonio:

Marc Ott, City Manager
P.O. Box 1088
Austin, Texas 78767-8804
(if by mail)

Sheryl Sculley, City Manager
P.O. Box 839966
San Antonio, Texas 78283
(if by Mail)

Marc Ott, City Manager
City Hall
301 West 2nd, Fourth Floor
Austin, Texas 78701
(if by hand-delivery)

Sheryl Sculley, City Manager
City Hall
100 Military Plaza
San Antonio, Texas 78283
(if by hand-delivery)

With copies to:

City Attorney
P.O. Box 1088
Austin, Texas 78767-8804
(if by mail)

City Attorney
P.O. Box 839966
San Antonio, Texas 78283
(if by mail)

City Attorney
City Hall,
301 West 2nd, Fourth Floor
Austin, Texas 78701
(if by hand-delivery)

City Attorney
City Hall,
100 Military Plaza
San Antonio, Texas 78283
(if by hand-delivery)

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NOTICES

Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in triplicate originals.

City of San Antonio

By: _____

**Sheryl Sculley
City Manager
City of San Antonio**

Date: _____

City of Austin

By: _____

**Marc A. Ott
City Manager
City of Austin**

Date: _____

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Approved as to Form:

City of San Antonio

By: _____
Title:

City of Austin

By: _____
Title:

INTERLOCAL AGREEMENT
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FOR 9-1-1 CALL CONTINUITY OF OPERATIONS

Exhibit A1

Authorized Representative - POLICE

AUSTIN POLICE DEPARTMENT

Darryl Jamail

Printed Name

Commander

Title

Date

Art Acevedo, Chief of Police

**INTERLOCAL AGREEMENT
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Exhibit A1

Authorized Representative - POLICE

SAN ANTONIO POLICE DEPARTMENT

Robert Uribe

Printed Name

Police Communications Manager

Title

Date

William McManus, Chief of Police

**INTERLOCAL AGREEMENT
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Exhibit A2

Authorized Representative – FIRE/EMS

SAN ANTONIO FIRE/EMS DEPARTMENT

Valerie Frausto

Printed Name

Division Chief

Title

Date

Charles Hood, Fire Chief

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF AUSTIN
FOR 9-1-1 CALL CONTINUITY OF OPERATIONS**

Exhibit A2

Authorized Representative – FIRE/EMS

AUSTIN FIRE DEPARTMENT

Robert Vires

Printed Name

Battalion Chief

Title

Date

Rhonda Mae Kerr, Fire Chief

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF AUSTIN
FOR 9-1-1 CALL CONTINUITY OF OPERATIONS**

Exhibit A2

Authorized Representative - EMS

AUSTIN-TRAVIS COUNTY EMS DEPARTMENT

Adam Johnson

Printed Name

Division Chief

Title

Date

Ernesto Rodriguez, EMS Chief

INTERLOCAL AGREEMENT
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Exhibit B

Notification Protocol – Primary PSAPs

The Austin Police Department and the San Antonio Police Department are the primary Public Safety Answering Points (PSAPs) for their respective public safety agencies. In the instance that 9-1-1 calls require alternative routing outside the boundaries of the respective cities, it will be the responsibility of the entity requiring the reroute to notify the receiving primary PSAP entity as soon as practical. It will then be the responsibility of the receiving primary PSAP agency to notify its respective Fire and EMS departments of the rerouted 9-1-1 calls.

In the instance that the 9-1-1 calls for the City of San Antonio require rerouting to the Austin Police Department, the Austin Police Department can be notified of the reroute by calling the Emergency Communications Supervisor station at 512-974-0911 or 512-974-0922. Alternative communications can be sent to APDCommManagement@austintexas.gov or through notification of the APD Watch Lieutenant (RTCC) at 512-974-7822 (ext. 9).

In the instance that 9-1-1 calls for the City of Austin require rerouting to the San Antonio Police Department, the San Antonio Police Department can be notified at 210-207-7550. Alternative communications can be sent to PDCommSupervisors@sanantonio.gov.

Authorized Representative
Austin PD

Robert Uribe
San Antonio PD

Date

Date

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF AUSTIN

FOR 9-1-1 CALL CONTINUITY OF OPERATIONS

Exhibit C1

Incident Information – San Antonio to Austin

City of San Antonio 9-1-1 calls rerouted to the City of Austin shall be handled in the following manner:

The Austin Police Department, being the primary PSAP, will receive all 9-1-1 calls from the City of San Antonio.

- Calls requiring a Police Department response, the Austin Police Department will coordinate with the San Antonio Police Department, in a manner agreed upon by the two entities, to ensure incident information is relayed in a timely manner.
- Calls requiring a Fire Department response, the Austin Police Department will transfer the call to the Austin Fire Department. The Austin Fire Department will coordinate with the San Antonio Fire/EMS Department, in manner agreed upon by the two entities, to ensure incident information is relayed in a timely manner.
- Calls requiring an EMS department response, the Austin Police Department will transfer the call to the Austin-Travis County EMS Department. The Austin-Travis County EMS Department will coordinate with the San Antonio Fire/EMS Department, in manner agreed upon by the two entities, to ensure incident information is relayed in a timely manner

Authorized Representative, **Austin Police Department**

Date

Authorized Representative, **Austin Fire Department**

Date

Authorized Representative, **Austin-Travis County EMS**

Date

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF AUSTIN

FOR 9-1-1 CALL CONTINUITY OF OPERATIONS

Exhibit C2

Incident Information – Austin to San Antonio

City of Austin 9-1-1 calls rerouted to the City of San Antonio shall be handled in the following manner:

The San Antonio Police Department, being the primary PSAP, will receive all 9-1-1 calls from the City of Austin.

- Calls requiring a Police department response, the San Antonio Police Department will coordinate with the Austin Police Department in a manner agreed upon by the two entities to ensure incident information is relayed in a timely manner.
- Calls requiring a fire department response, the San Antonio Police Department will transfer the call to the San Antonio Fire/EMS Department. The San Antonio Fire/EMS Department will coordinate with the Austin Fire Department, in manner agreed upon by the two entities, to ensure incident information is relayed in a timely manner.
- Calls requiring an EMS department response, the San Antonio Police Department will transfer the call to the San Antonio Fire/EMS Department. The San Antonio Fire/EMS Department will coordinate with the Austin-Travis County EMS Department, in manner agreed upon by the two entities, to ensure incident information is relayed in a timely manner.

Robert Uribe, **San Antonio Police Department**

Date

Valerie Frausto, **San Antonio Fire/EMS**

Date