

Interlocal Agreement Between the
San Antonio Fire Department and the
Southwest Texas Regional Advisory Council

This Interlocal Agreement (the "Agreement") concerning the Everbridge Mass Notification is entered into by and between the following parties, the City of San Antonio, (hereinafter referred to as "CITY"), a Texas Home Rule Municipality, and the Southwest Texas Regional Advisory Council, (hereinafter referred to as "STRAC"), a political subdivision of the State of Texas, both of which may be referred to herein collectively as the "Parties".

There are three parts to this agreement: the Everbridge Mass Notification System; a contract for one WAVE Engineer and one Regional Interoperable Communications Coordinator; and a contract for one full-time WebEOC Administrator. This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperative Act, Tex. Chapter 791 of the Texas Government Code.

Recitals

WHEREAS Chapter 773 of the Texas Health and Safety Code provides the authority pursuant to which the Southwest Texas Regional Advisory Council has been established; and

WHEREAS, the San Antonio Fire Department, through the Emergency Operations Center is an provides emergency services for the CITY, and is authorized, ready, able and willing to provide as stated herein, emergency notifications to persons who have registered to receive such notifications including text messages, emails, phone messages and faxes; and

WHERE AS, the Parties believe that it is in their best interest and for the economical and efficient administration of the necessary and essential services which the parties to this Agreement are authorized to perform, and is in the best interest of all the residents of the City of San Antonio, for the parties of this Agreement to provide the services provided for herein:

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above and for and is consideration of the mutual promises and covenants contained herein and the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

ARTICLE 1.

CONTRACTING PARTIES

- 1.01 The Southwest Texas Regional Advisory Council, which has been established and authorized in accordance with the Texas Health and Safety Code, Chapter 773 ("STRAC").
- 1.02 The City of San Antonio, Texas acting by and through the San Antonio Fire Department (the "Fire Department").
- 1.03 The Fire Department and STRAC may be collectively referred to herein as the "Parties".

ARTICLE II
EVERBRIDGE MASS NOTIFICATION SYSTEM

- 2.01 The Fire Department and STRAC agree to work collaboratively to maintain the Everbridge Mass Notification System to notify persons in San Antonio of emergency situations including but not limited to domestic terrorist activity that could pose threats to the health and safety of persons and property.
- 2.02. The Fire Department shall have the sole authority over determining any and all issues regarding the use of the Everbridge mass Notification System.
- 2.03 The Fire Department shall have sole authority over determining any and all usage regarding their data.
- 2.04 In the performance of the work, duties and obligations herein, it is mutually understood and agreed that the Parties shall not be considered employees of each other Party. The Parties shall be considered and are independent contractors. The Parties shall not have control, direction and/or dominion over the other nor any of their respective employees, other than under the terms of this Agreement. The Parties shall be responsible for performing the services contemplated herein in good manner and the work shall be conducted in strict accordance with currently approved practices and in compliance with all laws and certification requirements, if any. No partnership, joint venture or other arrangement (other than independent contractor) is intended to be, or has been, created as a result of this Agreement. Parties have no authority to act for or on behalf of the other Party except as provided for in this Agreement, and no other authority, power or use is granted or implied. Parties may not incur any debt, obligation, expense, or liability of any kind on behalf of the other Parties without said party's expressed written permission.
- 2.05 Parties have no exclusive rights or benefits other than those set forth herein.
- 2.06 Parties are neither responsible nor liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the other Party may cause or be involved in or that may arise during the term of this Agreement.
- 2.07 STRAC agrees to provide access to the Everbridge Mass Notification System on an annual basis for the transmission of emergency notifications to persons who register to receive such notifications. To offset the cost of this software, the City agrees to pay an annual fee to STRAC based on stated cost and the number of persons registered to receive notifications. The maintenance fee is approved by STRAC and subject to approval by the City.
- 2.08 Payment for maintenance and support fees shall be made based on the following prices:
- \$3.00 for each contact with a minimum of 10,000 contacts.

For the term October 1, 2022 to September 30, 2023, and for October 1, 2023 to September 30, 2024, the cost for each term is \$30,000.00 or \$60,000.00 total.

For the term October 1, 2024 to September 30, 2025, the cost is \$30,000.

The parties may agree at the time of the yearly anniversary of this agreement to a cost increase not to exceed the actual cost for 10,000 contacts, or based upon an increase of the number of contacts above 10,000, as agreed to by the Chief of the Fire Department and the Executive Director of STRAC. Each party must make any payments from current revenues available to the party.

- 2.09 The Fire Department shall provide appropriate staff for deployment, maintenance, and initial and ongoing training of the Everbridge Mass Notification System software with the assistance of STRAC.
- 2.10 Each party agrees the performing party is fairly compensated for the services and functions performed under this agreement.

ARTICLE III
WAVE ENGINEER AND
REGIONAL INTEROPERABLE COMMUNICATION COORDINATOR

- 3.01 STRAC agrees to provide for the Fire Department one WAVE Engineer, to mitigate and support interoperability, and one Regional Interoperable Communications Coordinator for the time period of October 1, 2024 through September 30, 2025, to mitigate and support interoperability to prepare to support interoperability as a gap. The scope of the project is Alamo Area Council of Government region.
- 3.02 The goal of this project is to the ongoing development and optimization of an interoperable communications strategic plan by identifying land mobile radio coverage overlap and gaps across the AACOG region, and by optimizing the implementation of current regional communications projects such as the WAVE Network and the new partnership with TxDOT on the AACOG LMR Project. Historically, the number one thing always identified as lacking during any terroristic and critical incident is usually the lack of coordinated and interoperable communications.
- 3.03 This project will enhance operational communications initiatives and improve coordination between Joint Base-San Antonio and local agencies. With several new land mobile radio systems being deployed throughout the region, having “boots on the ground” to help facilitate all the changes these systems will introduce to existing radio sharing and programming is critical. Making WAVE Network focused presentations at regional law enforcement, EMS, and fire service meetings is an additional outreach component of this project.
- 3.04 Payment by the City shall be as follows:

WAVE Engineer: \$50,000.00.

Regional Interoperable Communications Coordinator: \$25,000.00.

If these positions are renewed, the parties may agree at the time of the yearly anniversary of this agreement to a cost increase not to exceed the actual cost for each position.

ARTICLE IV WebEOC Administrator

- 4.01 STRAC agrees to provide for the Fire Department one full-time WebEOC Administrator to Coordinate data management and board development in support of the administration of the WebEOC application for the AACOG region. The Regional WebEOC Project is a continuation of program supporting operational coordination throughout AACOG through a web-based information sharing platform used over the past 10 years.
- 4.02 This project assists in the achievement of the Operational Coordination goal of "Within 6 hour(s) of a potential or actual incident, establish and maintain a unified and coordinated operational structure and process across 13 jurisdictions affected and with 42 partner organizations involved in incident management. Maintain for 1 week(s)", listed in the 2019 AACOG THIRA on pg. 41. Specifically, this project helps address the Complex Coordinated Terror Attack (CCTA) challenge, related to multi-jurisdiction incidents. Additionally, the project funds regional WebEOC training, administration, customization, and system support during incidents and exercises to local jurisdictions.
- 4.03 This agreement for one full-time WebEOC Administrator shall be for the time period of October 1, 2024 through September 30, 2025. Payment by the City shall be as follows: \$95,000.00. If this position is renewed, the parties may agree at the time of the yearly anniversary of this agreement to a cost increase not to exceed the actual cost for the position.

ARTICLE V TERM OF AGREEMENT

- 5.01 The Agreement may be extended from year to year, providing City Council has budgeted funds for its continuation. The term of this Agreement will begin upon execution of this agreement by both parties and continue unless terminated by one of the parties.
- 5.02 Either party may terminate this Agreement for any reason upon ninety (90) days written notice.
- 5.03 The exchange of information between the Fire Department and STRAC shall be in accordance with applicable law. Each Party assumes full responsibility for any breach of confidentiality by its employees or its personnel with regard to the provision of services under this Agreement.

ARTICLE VI MISCELLANEOUS

- 6.01 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with

receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing

- 6.02 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDE ARE ENFORCEABLE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.
- 6.03 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local law, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein: it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable there be added as part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause for provision as may be possible legal, valid, and enforceable.
- 6.04 Except where the terms of this Agreement expressly provide otherwise any alterations, additions, or deletions to the terms hereof, shall be effected by amendment in writing, executed by both the City and STRAC and subject to approval by the City Council as evidenced by passage of an ordinance.
- 6.05 The signer of this Agreement for the Parties represents, warrant, assure, and guarantee that they have full legal authority to execute this Agreement on behalf of the Parties and to bind the Parties to all of terms, conditions, provisions, and obligations of herein contained.
- 6.06 This Agreement shall be binding on and inure the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and successors and assigns, except as otherwise expressly provided for herein.
- 6.07 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and or conditions of this Agreement.
- 6.08 This Agreement together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions of agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties in accordance with this agreement.

EXECUTED IN DUPLICATE ORIGINALS ON _____, 2025.

CITY OF SAN ANTONIO

STRAC

Valerie Frausto
Fire Chief

Eric Epley
Executive Director

APPROVED AS TO FORM:

City Attorney