Napa County Agreement No. ____
City of American Canyon Agreement No.___
City of Napa Agreement No.___
City of St. Helena Agreement No.___
City of Calistoga Agreement No.___
Napa County Office of Education Agreement No. ___

WIDE AREA RAPID NOTIFICATION SYSTEM AGREEMENT

RECITALS

This Agreement is made and entered into as of December 18, 2010, by and between the County of Napa, a political subdivision of the state of California ("County"), the City of American Canyon, a municipal corporation ("American Canyon"), the City of Napa, a municipal corporation ("Napa"), the City of St. Helena, a municipal corporation ("St. Helena"), the City of Calistoga, a municipal corporation ("Calistoga"), , and the Napa County Office of Education. The signatories to this Agreement are referred to as "Signatory Agencies".

WHEREAS, the County of Napa in December 2007 entered into a three year (2008, 2009, 2010) subscription agreement, with W.A.R.N. LLC to provide to the County with a wide area rapid notification system ("WARN system") that enables the County of Napa to automatically send messages to the home telephones of selected groups of residents as an additional tool to be used the event of an emergency; and

WHEREAS, the WARN system was contracted for by Napa County for use by the entire Operational Area defined in this Agreement and the initial investment was borne entirely by Napa County, on behalf of all the signatory agencies; and

WHEREAS, the initial agreement is set to terminate on December 17, 2010 and is in need of renewal with the continuing cost to be shared by member agencies; and

WHEREAS, the subscription agreement (a copy of the subscription agreement is attached as Attachment "A") provides for use of the WARN system by the municipalities within the County as well as the Napa County Office of Education; and

WHEREAS, it is essential that all entities that may use the WARN system understand and comply with the rules and requirements for its use; and

WHEREAS, in consideration for the provision by County of the use of the WARN system, the signatory agencies hereby agree to comply with the rules and requirements for its use and the terms of this Agreement;

TERMS

NOW, THEREFORE, the parties agree to the terms and conditions set forth herein:

1: Definition of terms:

Cost Center – A department, an office or a subsidiary of a Signatory Agency, which is legally responsible for both authorizing its individual employees' access to the WARN System and for all costs incurred by its employees' access. Each Signatory Agency may hve one or more Cost Centers (As defined and set forth in Attachment "B").

- a. Thirty Second Message Unit Allocation Each Cost Center is initially allocated a block of minutes as set forth in Attachment B, attached hereto and incorporated herein by reference. The County will bill each cost center for services received under this Agreement, as set forth in Section 3(b) of this Agreement. Each cost center may purchase additional 30 Second Message Units as set forth in Section 3(b).
- b. WARN system—Wide Area Rapid Notification system, a Web-based rapid community notification and crisis communication and management system that consists of several different "products."
- c. WARN Command The product of the WARN system that allows signatory agencies to call out personnel, schedule resources and communicate internally on an emergency basis, as well as on a day-to-day or an episodic basis (as in a training situation).
- **d.** WARN Community Notification The product of the WARN system that enables agencies to use the 911 database and call landline phones with recorded emergency messages and updates.
- e. WARN GeoPowered The product of the WARN system that allows users to specify a geographic or GIS-based list of message recipients. The actual GIS (Global Information System) data is provided and maintained by the County of Napa.
- f. Operational Area The operational area is defined by the Emergency Services Act as an intermediate level of the state emergency services organization consisting of a county and all local subdivisions within the county area (Government Code section 8559). Political subdivisions include cities, a city and county, counties, districts, or other local governmental agency, or public agency authorized by law. In compliance with California's Standardized Emergency Management System ("SEMS") requirements and by resolution of the Napa County Board of Supervisors, the County of Napa serves as the lead agency of the County's operational area made up of the County and its political subdivisions. All local governments within the geographical area of the county are part of the operational area.

2: General provisions

- a. The WARN system is for official use only.
- b. The WARN system is a tool for managing emergency resources, alerting the public to current or imminent emergency, and enhancing emergency training

and exercises.

By signing this Agreement, each Signatory Agency agrees:

- i. Not to use the WARN system for political or commercial purposes;
- ii. To safeguard the information in the WARN system database as confidential 9-1-1 information;
- To attend meetings with the Authorized Representative of the County in order to discuss and resolve training and operational issues;
- iv. To pay the amount designated in this agreement for the WARN service and for any additional minutes above and beyond the initial allocation of minutes in accordance with this contract, pursuant to Section 3b;
- v. To abide by the Napa County WARN Protocols and Procedures for Use, attached hereto as Attachment "C" and incorporated herein by reference;
- vi. Not to provide, share or disclose database information contained in the WARN system to any non-signatory government, private or commercial entity unless required by law;
- vii. To use the WARN system as it is intended as a tool to manage resources, alert the public and assist in the preservation of life and property;
- viii. To be financially responsible for any misuse of the WARN system, including use by unauthorized users, within its jurisdiction; and
- ix. To indemnify and hold the other signatory agencies, and their agents and employees, harmless from any and all claims, damages, costs and expenses in law or equity, including cost of suits and expenses for legal services caused by the independent acts of the Signatory Agency, its agents or employees, in connection with the performance of this Agreement and the use of the WARN system and any of its products.

3: Administration and Governance

a. Duration of and Changes to Agreement

- i. This Agreement will be in effect throughout the duration of the 18 month contract between the County of Napa and WARN LLC, and shall terminate on June 18, 2014, if not amended or extended.
- ii. This Agreement may be modified or amended only with the approval of the governing bodies of each of the signatory agencies.
- iii. Any of the six signatory agencies can request or suggest changes to the Agreement. If the majority (four or more) of the representatives of the signatory agencies agree to the need for the change, the changes can be drafted for review by the signatory agencies.
- iv. Changes or updates that are purely administrative in nature, such as changes in department names, do not require the approval of the governing bodies.
- v. Changes to the Napa County WARN Protocols and Procedures for Use, attached hereto as Attachment C. Changes, which may be necessitated by emerging use issues, may be initiated by any user from any of the cost centers. The County may make any changes deemed necessary in

response, and shall subsequently notify each Signatory Agency as provided in Section 3(i) of this Agreement.

b. Allocation of minutes and billing:

- i. The County hereby allocates 30 second message units to each cost center as set forth on Attachment B, attached hereto and incorporated herein by reference. Each cost center may use the initial allocation of minutes at any time during the 18 month term of the County's contract with W.A.R.N. LLC.
- ii. Each Cost Center may purchase additional time units at any time at the rates set forth on Attachment B. The County shall provide a written invoice, no more than once per month, documenting any minutes used by the cost center that exceed the amount of minutes previously allocated and paid by the cost center. Each Cost Center shall pay the County the amount owed, as documented in the invoice, within 30 days of the cost center's receipt of the bill.
- c. Warranty of Authority to Bind Signatory Agencies: The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities.
- **d.** Effective Date of Agreement: The terms of this Agreement shall become effective on the date first entered above.
- e. Warranty of Legal Authority. Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.
- f. Assignment/Delegation: None of the parties hereto shall assign, or transfer any benefit or obligations of this Agreement without the prior written consent of the others, and no assignment shall be of any force or effect whatsoever unless and until the other parties shall have so consented.
- g. Severability: In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.
- h. Waiver: Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
- i. Notices: Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

County of Napa:

Napa County Executive Officer 1195 Third Street, Suite 310 Napa, CA 94559

With copies to: Napa County Director of Emergency Services County of Napa 1195 Third Street, Suite 310 Napa, CA 94559

Napa County Auditor/Controller 1195 Third Street, Suite B-10 Napa, CA 94559

City of American Canyon:

City Manager 300 Crawford Way American Canyon, California 94503

With copy to: City Attorney Law Offices of William Ross 400 Lambert Street Palo Alto, California 94306

City of Napa

City Manager 955 School Street Napa, CA 94559

With copy to: Michael W. Barrett, City Attorney City of Napa 955 School Street Napa, CA 94559

<u>City of St. Helena</u>

City Manager 1480 Main Street St. Helena, CA 94574

With a copy to:

City Attorney 1480 Main Street St. Helena, CA 94574

City of Calistoga

City Manager 1232 Washington Street Calistoga, CA 94515

Napa County Office of Education Napa County Superintendent 2121 Imola Avenue Napa, CA 94559

Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

vi. Entire Agreement: This document is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated understanding between the signatory agencies concerning the products described herein. This Agreement supersedes all prior negotiations, agreements and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary: what is called for in one is binding as if called for in all.

4. Interpretation; Venue.

- (a) <u>Interpretation.</u> The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- (b) <u>Venue.</u> This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in federal court filed by any party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California.
- 5. Amendment: This Agreement may only be amended in writing in accordance with the procedures set forth in section 3(a) of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

"COUNTY OF NAPA"

COUNTY OF NAPA, a political subdivision of
The State of California

By
Diane Dillon, Chair of the Board of Supervisors

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By:

APPROVED AS TO FORM Office of County Counsel By: <u>Minh. C. Tran (E. Signature)</u> Date: <u>November 9: 2010</u> APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date:

Processed by:

Deputy Clerk of the Board

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ATTEST: REBEKAH BARR
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	ATTEST: DOROTHY ROBERTS,
	City Clerk

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	ATTEST: SUSAN SNEDDON,
	City Clerk
	Ву:

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ATTACHMENT A

W.A.R.N. SUBSCRIPTION AGREEMENT

Attachment B

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Napa County	County OES	14,000	\$25,840	\$16,893
Board of	County Public			
Supervisors	Health	3,500	\$6,460	\$4,223
	County Sheriff (includes Yountville as part of County			
·	Agreement)	7,000	\$12,920	\$8,447
	County Fire/Dispatch	7,000	\$12,920	\$8,447
· <u>-</u>	County Public Works/Flood	3,500	\$6,460	\$4,223
Napa County Board of Education	Napa County Office of Education	3,500	\$6,460	\$4,223
Napa City Council	Napa City OES	17,500	\$32,300	\$21,118
American	AmCan Fire	3,500	\$6,460	\$4,223
Canyon City Council	AmCan OES	3,500	\$6,460	\$4,223
St. Helena City		"		
Council	St. Helena OES	3,500	\$6,460	\$4,223
Calistoga City Council	Calistoga OES/Police	3,500	\$6,460	\$4,223
	Totals	7 0,000	\$129,200	\$84,466

^{*} Cost centers that require additional onsite or Internet-based training will contract directly with WARN.

^{**}Any cost center that requires additional minutes through the duration of the WARN Agreement will be invoiced by Napa County at the rate of \$0.125 per 30- second block of time, or \$2,500 for 10,000 additional minutes.

^{***}Payments are per fiscal year

ATTACHMENT C Napa County WARN Protocols and Procedures for Use

WARN COMMAND

Basic guidelines about how and when to use Command

- 1. The Command module is used by each agency to contact key personnel and responders during actual emergency or potential emergency situations.
- 2. Command is used by each agency to contact key personnel and responders during alerting test and exercises. Use of Command in a training situation counts against the cost center's allocation of minutes.
- Command may be used by each agency for routine internal communications. Use of Command on a day-to-day, routine basis counts against the cost center's allocation of minutes.
- 4. Use of Command after the initial allocation of minutes is on a pay-as-you-go basis for each cost center.
- Billing for minutes beyond the initial allocation will take place on a monthly basis, following review by Napa County Communications, and is due within 30 days of receipt.

Who should log on

- 6. Each cost center will decide internally who has access to Command.
- 7. Each cost center will maintain a log indicating the date and name and title of the person accessing the system.
- 8. Each cost center will make the log available to the Operational Area Emergency Manager at his/her request.

Confidentiality guidance

- 9. All information in both WARN and the WARN GIS parcel layer is for official use only.
- Information is transparent to the authorized users.
- 11. Information is to be safeguarded as confidential 9-1-1 information.

How to select message type

- 12. Operational messages will be composed in accordance with agency needs and standards, using the guidance contained in the WARN command Instructional Manual
- 13. Exercise and training messages will always be clearly identified as such, by starting and ending verbal or text messages with the phrase "This is a test message" or "This is an exercise message."

How to select recipients, including who should ALWAYS be a recipient

- 14. Parties to the message are typically:
 - Direct targets of the message, who are being requested to take action
 - Management or supervisory personnel who, in the initiating agency's (cost center) judgment, have a need to know
 - Management personnel in other agencies that are responding in an assistance capacity.

Replies and follow-up messages

- 15. Replies and follow up messages are based on two factors:
 - Capabilities within the system as described within the WARN Command Instructional Manual
 - Agency (cost center) policy and requirements

Recordkeeping

- 16. In addition to WARN's automatically generated reports, agencies (cost centers) are responsible for documenting the actual initiator of any messages.
- 17. Records of actual command messages and response to the message should be treated as for official use only.
- 18. Records shall be maintained by each agency (cost center) in accordance with the agency's record retention schedule or five (5) years, whichever is longer.

COMMUNITY NOTIFICATION

How to identify and confirm need for a community message

- 1. WARN notifications should reflect the general priorities of Emergency Services
 - Life saving
 - Life safety
 - Property protection
 - Environmental protection
- Within the legal jurisdiction of each member agency, each agency (cost center) has authority to initiate a Community Notification based on the above guidance within its jurisdiction.
- 3. Napa County, acting as the agent of the Operational Area under SEMS and NIMS, will take responsibility for countywide notifications as needed.
- 4. Napa County, in coordination with other member agencies, may authorize a member agency to act in its stead and issue a warning affecting multiple agencies if, both entities determine that the second agency has a better picture of the size, scope and seriousness of the incident (e.g., Napa City Fire Incident Command on the scene of a fire involving City and County response areas).

Who should log on

- 5. Each member agency has the authority to log on and issue warnings within its jurisdiction.
- 6. Agencies should use WARN's GIS interface to limit the area notified, as appropriate.
- 7. WARN notifications that cross over jurisdictional lines should be coordinated with the Operational Area, but if the threat is imminent, public safety and speed of notification outweighs delays that could be caused by coordination.

Message content

- 8. Message composition should be reviewed by each agency's release authority before the notification is broadcast.
- 9. Minimum components of each message should include
 - Who is initiating the message

- What is the threat
- What do you want the target group to do
- Where can they get more information
- When will the threat expire
- Special instructions for special needs groups

How to select recipients, including who should ALWAYS be a recipient of every message

- 10. Recipients should be selected based upon proximity to the event.
 - Parcels in the immediately affected area should be notified first
 - Parcels in areas of likely spillover should be subsequently notified
 - Parcels in areas of potential spillover may be notified at the discretion of the initiating agency (cost center).
- 11. Agency policy will determine who is always notified when an alert is issued, but systemwide, the notification list "Receive All Messages" should be included in all notifications (see instructions under To Issue A Notification, below).

Recordkeeping

- 12. Records should be maintained by each agency's record retention policy or 5 years, whichever is longer.
- 13. Aside from the automatically generated reports, agencies are responsible for documenting the actual initiator of any messages.
- 14. Maps of the area generated by WARN GIS map should be included if used in the record of event.

Step-by-step WARN Community Notification Instructions

BEFORE AN EMERGENCY HAPPENS

- 1. Each authorized user should consider which computer(s) he/she may use in an emergency to broadcast a Community Notification. At each of those computers, turn off the pop-up blockers at each of the following sites:
 - www.warncentral.com
 - www.warn247.com
 - www.warngis.com
- 2. Each authorized user must register with WARN support.

Go to www.warn247.com

Click on "Register" and follow the instructions. WARN follows up with the County to ensure the user is actually authorized, and in a day or two you will receive an e-mail allowing you access to WARN Command.

TO ISSUE A NOTIFICATION

Step 1

Log on to

www.warncentral.com

Login

(Cost-center specific)

Password (Cost-center specific)

Step 2

Choose the geographic area for your notification. To do this, click on WARN GeoPowered in the left hand navigation column. At the next screen, click "I Agree."

Click on the map to zoom in on the area you want. If you see a lot of green dots and can't see the map well, unclick the "Listings" box in the left-hand navigation.

- To select a geographic area in the shape of a rectangle, choose the Notify button at the top of the page.
- To outline an irregular geographic shape, use the Start Polygon button at the top of the page. Click on each point, allowing GIS to refresh after each click, to make your polygon. IMPORTANT: Instead of clicking on the first point again to close your polygon, instead click on Stop Polygon. This precisely closes the polygon.
- To select a radius from a specific point, such as a hazardous waste spill, click on Radius at the top of the page, then click the point on the map that will serve as your center point. A prompt will appear, asking for the radius in miles. Note that it uses decimals, so ½ mile = 0.5.

Step 3

Generate and save your notification list

The orange box represents your list.

Best Practice alert: Name the list using the following convention: Agency_event_date (e.g.

County_Wild_Fire_06_04_08). The lines in the empty spaces are important.

Once you've named the list, click on Send file. This sends the list to Broadcast.

At the blue screen, enter the following:

Member ID: 1120925

Password: 5290

DO NOT ask the computer to remember your login and password.

Click on List Maintenance in the left-hand navigation bar. Find the notification list you generated and saved.

Step 4

Planning the message

First, plan what you are going to say. If the EOC is activated, the INCIDENT COMMANDER must approve the message before it is recorded or typed.

Remember:

- Message must start with the phrase "This is an emergency message from AGENCY."
- If the message is a voice recording in both English and Spanish, the second phrase must be "Este es un mensaje de emergencia. Por favor espere para oír instrucciones en español"
- Basic message components:
 - o What is the threat
 - What actions are emergency responders taking
 - o What do you want the target group to do
 - o Where can they get more information
 - o When will the threat expire
 - o Special instructions for special needs groups

(E.g. This is an emergency message from Napa County Fire. Este es un mensaje de emergencia. Por favor espere para oir instrucciones en español. There is a wildfire burning in the Howe Mountain Road area of Pope Valley. Firefighters are on the scene. Evacuation is not mandatory but it is encouraged. Howe Mountain Road is closed. Use Pope Valley Road or other routes. For fire updates, call xxx-xxxx. It is not known when the fire will be contained. If you need help evacuating yourself or your family, call 9-1-1. Then repeat in Spanish.)

Step 5

Set yourself up for success

On the Broadcast page, click on Voice Settings in the left-hand navigation. The only thing you want to change here is the ANI. This is the phone number that will show up in the recipients' caller ID and the number they will most likely call if they have questions. Replace the number shown with whatever public information number you have established for the emergency.

Step 6

Record or type your message (choose one option)

Best practice alert: If you can, prepare the message in both English and Spanish and record it for playback. The text-to-speech capabilities of the system are limited and you CANNOT type in both English and Spanish and have the resulting message be at all comprehensible to both cultures.

Option A (preferred): Record a voice message

Click on Voice Recordings in the left-hand navigation. Download your recorded message, or call WARN to record the message: Dial 800-766-3094, and enter the following information:

Account Number

1120925 followed by #

PIN Code

5290

Press 1 on the Menu, and follow the voice record instructions.

Easy way to record: If your voice mail shows up in your Outlook inbox as a .wav file, you can just call your voice mail and record the emergency message, then save the .wav file in your Outlook to your hard drive.

Otherwise you can use the microphone on your computer. Be certain both the English and Spanish speakers who are recording the message practice a few times before recording.

Option B: Use text to speech

Click on Text to Speech in the left hand navigation. IF YOU USE TEXT TO SPEECH, YOU MUST SEND TWO MESSAGES (TWO SEPARATE PHONE CALLS) TO YOUR TARGET LIST: One in English and one in Spanish.

Type your message in English into the box. Leave Volume at 100%; change Speed to 80%. For Voice, choose US male or US female (best clarity). Listen to your message to ensure it sounds right. Be wary of acronyms, which the software will try to pronounce.

Enter a description that matches the list name (Agency event date) and click on Save.

Repeat the steps above for the Spanish language message, and be certain to change the voice to Hispanic male or Hispanic female.

Enter a description that IDs the message as (Spanish Agency event date) and click on Save.

Step 7

Broadcast your message

- Back at WARN Broadcast, click on Schedule Broadcast in the left-hand navigation.
- Using the Control key, choose your list (the one you generated in WARN GeoPowered) AND the list named Receive All Messages. (This alerts all the dispatches, the media, PIOs countywide and County Emergency Services personnel).
- Leave Remove Duplicates selected
- If appropriate, change the time to send the message. Otherwise it will be sent immediately.
- Select your recorded message
- Doublecheck!
- Click Start Broadcast. There is no second chance or "are you sure?" option.

Step 8

Document

In your agency emergency log, note the time, day, message content, general recipient area and name and phone number of person who sent the message.

Need help?

- WARN has 24 hour support at 1-888-309-4646.
- Call Eric Parks (County Communications) at (707) 225-1763
- Call Elizabeth Emmett (County PIO) at (707) 337-5633.