

**CITY OF SAN ANTONIO  
POLICE DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Albert A. Ortiz, Chief of Police

**SUBJECT:** Ordinance Authorizing an Interlocal Memorandum of Understanding

**DATE:** February 3, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager to approve an Interlocal Memorandum of Understanding between the City and Bexar County for the access and use of the San Antonio Police Department's Mobile Data Terminal System for fees authorized by City Ordinance Number 99741, dated September 16, 2004.

Staff recommends approval.

**BACKGROUND INFORMATION**

There are eighty-six (86) outside agencies currently utilizing or tied into the San Antonio Police Department's system for Mobile Data Terminals (MDT) and Mobile Data Computers (MDC). The San Antonio Police Department runs and maintains the system which these outside agencies use for communicating with and for access to the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC). In order to offset some of the costs incurred in the creation and maintenance of this system, the Police Department proposed an ordinance establishing fees for this use during the Fiscal Year 2005 Budget Process. City Ordinance Number 99741, dated September 16, 2004, authorized the establishment of new fees to be charged to outside agencies for MDT and MDC at a rate of \$120 for the first unit up to the first ten units and increasing by a rate of \$120 for additional units in increments of ten.

Bexar County currently has one hundred forty-nine (149) MDT's in operation. With the MDT's, they can conduct messaging between each other, check drivers license and wanted persons inquiries. The system is integrated with Bexar County dispatch and enables them to check status of calls and get key cards, which lists dispatched call information such as time, date, location, and complainant information.

**POLICY ANALYSIS**

The proposed ordinance is consistent with City Council policy of providing intergovernmental assistance for the purpose of crime prevention and of generating increased revenues to offset the costs of City operations.

### **FISCAL IMPACT**

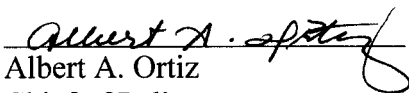
There are no new costs created by this proposed ordinance. Based on the rate fees approved by Ordinance Number 99741, dated September 16, 2004, the one hundred forty-nine MDT's in operation will generate a \$1,800 increase in revenue in the Police Department General Fund for FY 2005.

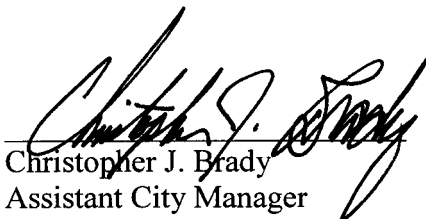
### **COORDINATION**


This ordinance request has been coordinated with the Finance Department, Office of Management & Budget, City Attorney's Office, Contract Services Department, and External Relations Office.

### **SUPPLEMENTARY COMMENTS**

This item does not require an Ethics Ordinance Disclosure Statement or a Discretionary Contracts Disclosure Form. A draft copy of the Memorandum of Understanding is attached.

  
Albert A. Ortiz  
Chief of Police

  
Christopher J. Brady  
Assistant City Manager

  
J. Rolando Bono  
Interim City Manager

## **DRAFT**

**STATE OF TEXAS  
COUNTY OF BEXAR**

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**MEMORANDUM OF  
UNDERSTANDING**

This Memorandum of Understanding is entered into by and between the City of San Antonio, a home-rule municipality ("CITY"), San Antonio Police Department ("SAPD") and County of Bexar, a political subdivision of the State of Texas ("COUNTY"), as well as Bexar County Sheriff's Office, Bexar County District Attorney's Office, Bexar County Constables Precincts 1,2,3, and 4, and Bexar County Fire Marshal's Office (collectively "USERS"). CITY, SAPD, COUNTY and USERS shall collectively be referred to as the "Parties."

**WHEREAS**, the SAPD operates and maintains wireless computerized access to Public Safety Systems (PSS) for the purpose of the Criminal Justice administration; and

**WHEREAS**, the PSS consist of SAPD computer records, the Texas Law Enforcement Telecommunications System (TLETS), Texas Crime Information Center (TCIC), Texas Department of Transportation (TxDOT) Motor Vehicle Division (MVD), National Crime Information Center (NCIC), and the National Law Enforcement Telecommunications System (NLETS); and

**WHEREAS**, the Parties are committed to serving the residents of Texas effectively and efficiently in reaching common goals through mutual cooperation; and

**WHEREAS**, the Parties now wish to enter into this Memorandum of Understanding outlining communication and coordination of efforts; **NOW THEREFORE:**

### **The Parties Hereby Agree as Follows:**

1. The SAPD agrees to supply inquiry-only access to PSS.
2. The SAPD chief of police and his designee shall approve or deny the USERS access to the PSS.
3. Acquisition, installation, and maintenance of all communications, terminal, and related equipment needed to gain access to the PSS shall be the responsibility of the USERS.
4. The USERS will access the PSS using only the software supplied by the SAPD. The USERS will connect to the PSS using the commercial wireless data network from AT&T Wireless Services (ATTWS); the private Motorola wireless data network operated by CITY; or via the Internet through the use of a virtual private network connection when made available by the SAPD. The COUNTY, on behalf of the USERS, is responsible for any and all fees incurred to secure the connection to the PSS.
5. The SAPD will provide to the USERS, at no cost to the COUNTY, periodic software updates to the SAPD supplied software used to gain access to the PSS. The USERS are responsible for applying the software updates.

6. The COUNTY, on behalf of the USERS is entitled to subscribe to the commercial wireless data network operated by ATTWS at the same service rates as provided the CITY as defined in A716-05 Sole Source Cellular Digital Packet Data (CDPD) General Packet Radio Service (GPRS) / Enhanced Data GSM Evolution Service (EDGE) Wireless Services and Equipment, the contract between ATTWS and the CITY that was authorized by Ordinance No. 99703.
7. All USERS' devices connecting to the PSS must have a static (non-changing) Internet protocol (IP) address. The COUNTY, on behalf of the USERS, is responsible for any and all fees incurred to secure the static IP address. When available, the SAPD will provide the static IP address for connection over the Internet using a virtual private network connection. However, the SAPD will not provide the USERS access to the Internet.
8. The USERS will only be granted access to the PSS using the originating agency identifier (ORI) assigned to the USERS by the NCIC.
9. The USERS shall abide by all laws of the United States and the State of Texas and shall abide by all present or hereinafter approved rules, policies, and procedures of TLETS, TCIC, MVD, NCIC, and NLETS concerning the collection, storage, processing, retrieval, dissemination, and exchange of criminal justice information as provided by access to the PSS.
10. The USERS agree that only persons allowed access to the PSS are the employees of the USERS whose purpose is pursuing the ends of law enforcement or the administration of criminal justice.
11. The SAPD reserves the right to suspend access to the PSS under this agreement when any rule, policy, procedure, regulation, or law described in section 9 is violated or appears to be violated. The SAPD may reinstate access upon receipt of satisfactory assurances that such violations have been corrected.
12. The USERS agree to provide training to their employees who access the PSS as required by the Texas Department of Public Safety at the expense of the COUNTY.
13. The USERS have designated an employee of the Bexar County Sheriff's Office as the local administrator who is responsible for maintaining a current list of eligible employees having access to the PSS. The name, mailing address, phone number, and e-mail address of the local administrator is: Walt Simpson, Technical Services Manager, Bexar County Sheriff's Office, 200 N. Comal, San Antonio, Texas 78207, (210) 335-6254; wsimpson@bexar.org. The SAPD will provide one-time training to the local administrator, at no cost to the COUNTY, in the administration and operation of accessing the PSS.
14. The SAPD reserves the right to terminate access of any unit that could affect or cause degradation of PSS access by other units.

15. The COUNTY will be invoiced, on behalf of the USERS, based on the total number of units defined as having access to the PSS. A unit is defined as a wireless data modem, a Motorola mobile data terminal, or a desktop personal computer. The service charges are the annual fees established by section 25-9 of the San Antonio City Code, as set forth in Exhibit "A" attached hereto, taken from Ordinance 99741, dated effective October 1, 2004.
16. All payments made under the provisions of this agreement shall be made payable to the CITY and deposited with the city treasurer within thirty (30) days after receipt of a statement issued by the CITY. Any amount not paid within thirty (30) days will be deemed by the SAPD as a termination of this agreement by the USERS. All invoices shall be mailed by the CITY to the Bexar County Auditor, 212 Stumberg, Suite 100, San Antonio, Texas 78204.
17. If, during the term of the agreement, the USERS add additional unit or units, as defined in Section 15 to have access to PSS, where a different rate structure is applicable, the CITY will invoice the COUNTY using a pro rata amount reflecting payment for the remaining months left in the agreement.
18. If, during the term of the agreement, the USERS remove a unit or units as defined in Section 15 from having access to PSS, the COUNTY will not be entitled to any type of refund from the CITY for payments already made.
19. The COUNTY may, upon ten (10) days' prior written notice to the SAPD, cancel and thereby terminate this agreement as to all USERS or to a specific USER(s).
20. Termination of this agreement by the COUNTY, deems the SAPD the right to terminate all access to the PSS by all USERS or specific USER(s), in accordance with COUNTY's termination notice. The COUNTY is not entitled to any type of refund from the CITY for payments already made.
21. The CITY reserves the right to review this agreement annually for the purpose of establishing a reduction or increase in the projected cost of providing access to the PSS as well as to review the provisions of this agreement for their propriety. For COUNTY's budgeting purposes, the SAPD will give the COUNTY a minimum of thirty (30) days' prior written notice before the commencement of a new fiscal year in October any increase or decrease in cost to access to the PSS.
22. This agreement shall terminate on the third anniversary of its execution.
23. Notwithstanding Section 22 above, this agreement will terminate in the event sufficient funds are not appropriated by COUNTY's Commissioners Court to meet COUNTY's fiscal obligations herein.
24. This agreement may be amended by the Parties. No amendment or modification of the terms of this agreement shall be binding unless it be in writing, dated subsequent to the

date of this agreement and be duly authorized by the Parties.

IN WITNESS OF WHICH this Memorandum of Understanding has been executed on \_\_\_\_\_.

**COUNTY OF BEXAR**

By: \_\_\_\_\_  
NELSON W. WOLFF  
County Judge  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GERRY RICKHOFF  
County Clerk

SUSAN D. REED  
Criminal District Attorney

By: \_\_\_\_\_  
PATRICIA G. PROWSE  
Assistant Criminal District Attorney  
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

\_\_\_\_\_  
TOMMY TOMPKINS  
County Auditor

\_\_\_\_\_  
DAVID SMITH  
Executive Director/Budget Officer  
Planning & Resource Management Department

**BEXAR COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
RALPH LOPEZ  
County Sheriff  
Date: \_\_\_\_\_

**CITY OF SAN ANTONIO**

By: \_\_\_\_\_  
ROLANDO BONO  
Interim City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
LETICIA M. VACEK  
City Clerk

\_\_\_\_\_  
ANDY MARTIN  
City Attorney

**SAN ANTONIO  
POLICE DEPARTMENT**

By: \_\_\_\_\_  
ALBERT ORTIZ  
Chief of Police  
Date: \_\_\_\_\_

**BEXAR COUNTY CRIMINAL DISTRICT ATTORNEY**

By: \_\_\_\_\_  
SUSAN D. REED  
Criminal District Attorney  
Date: \_\_\_\_\_

**BEXAR COUNTY CONSTABLE PRECINCT 1**

By: \_\_\_\_\_  
RUBEN C. TEJEDA  
County Constable Precinct 1  
Date: \_\_\_\_\_

**BEXAR COUNTY CONSTABLE PRECINCT 2**

By: \_\_\_\_\_  
JIMMY WILLBORN  
County Constable Precinct 2  
Date: \_\_\_\_\_

**BEXAR COUNTY CONSTABLE PRECINCT 3**

By: \_\_\_\_\_  
BOB LEW  
County Constable Precinct 3  
Date: \_\_\_\_\_

**BEXAR COUNTY CONSTABLE PRECINCT 4**

By: \_\_\_\_\_  
ROBERT M. BLOUNT  
County Constable Precinct 4  
Date: \_\_\_\_\_

**BEXAR COUNTY FIRE MARSHAL  
EMERGENCY MANAGEMENT COORDINATOR**

By: \_\_\_\_\_  
CARL MIXON  
County Fire Marshal  
Date: \_\_\_\_\_

**BEXAR COUNTY JUVENILE PROBATION DEPARTMENT**

By: \_\_\_\_\_

DAVID J. REILLY

Chief Probation Officer

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

**BEXAR COUNTY MEDICAL EXAMINER'S OFFICE**

By: \_\_\_\_\_

VINCENT J.M. DI MAIO, M.D.

Chief Medical Examiner

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