

AN ORDINANCE 2008-06-19-0616

APPROPRIATING, IN SUPPORT OF THE REGIONAL EMERGENCY COMMUNICATIONS, INFORMATION SHARING, AND MOBILE DATA SYSTEM (RECIM) PROJECT, THE RESIDUAL \$792,473.00 FROM THE CURRENT SAPD RADIO AND DATA INTEROPERABILITY SYSTEM PROJECT; \$2,851,930.00 FROM 1999 GENERAL OBLIGATION PUBLIC SAFETY IMPROVEMENTS BONDS, SERIES 2002; \$2,000,000.00 FROM CERTIFICATES OF OBLIGATION, SERIES 2007; \$4,000,000.00 FROM BEXAR METRO 911 DISTRICT; \$250,000.00 FROM BEXAR COUNTY FIRE MARSHAL'S OFFICE; AND \$146,000.00 FROM BEXAR COUNTY SHERIFF'S OFFICE; ESTABLISHING A PROJECT BUDGET OF \$18,040,403.00, WHICH INCLUDES \$8,000,000.00 PREVIOUSLY APPROPRIATED IN A DEPARTMENT OF JUSTICE GRANT THAT SUPPORTS THE PROJECT, ESTABLISHING A PERSONNEL COMPLEMENT; AND AUTHORIZING AN INTERLOCAL AGREEMENT AMONG THE CITY OF SAN ANTONIO, BEXAR COUNTY, AND THE CITY OF SCHERTZ.

WHEREAS, there is an effort by the public safety agencies in the twenty contiguous jurisdictions located within and around San Antonio to develop an interoperable communications system; and

WHEREAS, said project has been named the Regional Emergency Communications, Information Sharing, and Mobile Data System (RECIM) project; and

WHEREAS, funds to support the development of the RECIM have been gathered from various sources; and

WHEREAS, it is necessary to appropriate those funds for this project; and

WHEREAS, it is also necessary to authorize the execution of an interlocal agreement with Bexar County and the City of Schertz in connection with the development of the RECIM; **NOW THEREFORE:**

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

SECTION 1. The budget in SAP Fund 45939000 (1999 Public Safety), SAP Project Definition 17-00003 (Public Safety Integrated Technology System) shall be revised by decreasing SAP WBS Element 17-00003 (City Construction), SAP GL account 5201140 by the amount of \$776,403.00.

SECTION 2. The budget in SAP Fund 45939000 (1999 Public Safety), SAP Project Definition 17-00003 (Public Safety Integrated Technology System) shall be revised by decreasing SAP WBS element 17-00003-90-11 (Trf Fr GO-00059-01-01-15), SAP GL account 6101100 (Interfund Transfer In) by the amount \$776,403.00.

SECTION 3. The amount of \$776,403.00 is reverted in SAP Fund 45939000 (1999 Public Safety), SAP WBS GO-00059-01-01-15, SAP GL account 6102100 (Interfund Transfer Out/Transfer to 17-00003-90-11). The amount of \$776,403.00 is authorized to be transferred from SAP Fund 45939000.

SECTION 4. The budget in SAP Fund 2602817004 (COPS TECHNOLOGY PROGRAM (TECH)), SAP Internal Order # 117000000093 shall be revised by reducing the existing budgeted amount in the amount of \$8,000,000.00 and increasing SAP GL account 6102100 (Interfund Transfer Out/Transfer to 17-00032-90-01). The amount of \$8,000,000.00 is authorized to be transferred to SAP Fund 46099000.

SECTION 5. The budget in SAP Fund 46099000, SAP Project Definition 17-00032 (Regional Interoperability System & CAD) shall be revised by increasing SAP WBS Element 17-00032-90-01 (Trf Fr I/O# 117000000093), SAP GL Account 6101100 (Interfund Transfer In) by the amount \$8,000,000.00.

SECTION 6. Funds are authorized to be received from SAWS to SAP Fund 46099000, SAP Project Definition 17-00032 (Regional Interoperability System & CAD), which shall be revised by increasing WBS element 17-00032-90-02 (Bexar Metro 911), SAP GL Account 4502280 (Contribution from Other Agencies) by the amount of \$4,000,000.00.

SECTION 7. The amount of \$2,868,000.00 is appropriated in SAP Fund 45933000 (1999 Public Safety Series 2002), SAP WBS GO-00058-01-01-07, SAP GL account 6102100 (Interfund Transfer Out/Transfer to 17-00032-90-03). The amount of \$2,868,000.00 is authorized to be transferred to SAP Fund 46099000.

SECTION 8. The budget in SAP Fund 46099000, SAP Project Definition 17-00032 (Regional Interoperability System & CAD) shall be revised by increasing SAP WBS element 17-00032-90-03 (Trf Fr GO-00058-01-01-07), SAP GL account 6101100 (Interfund Transfer In) by the amount \$2,868,000.00.

SECTION 9. The amount of \$2,000,000.00 is appropriated in SAP Fund 43902026, 2007 CO Police Improvements, SAP WBS CO-20760-01-01-07, SAP GL account 6102100 – Interfund

Transfer out entitled Transfer to 17-00032-90-04. The amount of \$2,000,000.00 is authorized to be transferred to SAP Fund 46099000.

SECTION 10. The budget in SAP Fund 46099000, SAP Project Definition 17-00032 (Regional Interoperability System & CAD) shall be revised by increasing SAP WBS element 17-00032-90-04 (Trf Fr CO-20760-01-01-07), SAP GL account 6101100 (Interfund Transfer In) by the amount \$2,000,000.00.

SECTION 11. Funds are authorized to be received from SAWS to SAP Fund 46099000, SAP Project Definition 17-00032 (Regional Interoperability System & CAD), which shall be revised by increasing WBS element 17-00032-90-05 (Bexar County Sheriff's Office CAD Enhancement), SAP GL Account 4502280 (Contribution from Other Agencies) by the amount of \$146,000.00.

SECTION 12. Funds are authorized to be received from SAWS to SAP Fund 46099000, SAP Project Definition 17-00032 (Regional Interoperability System & CAD), which shall be revised by increasing WBS element 17-00032-90-06 (Bexar County Fire Marshal's Office), SAP GL Account 4502280 (Contribution from Other Agencies) by the amount of \$250,000.00.

SECTION 13. The amount of \$776,403.00 is appropriated in SAP Fund 45939000 (1999 Public Safety), SAP WBS GO-00059-01-01-17, SAP GL account 6102100 (Interfund Transfer Out/Transfer to 17-00032-90-07). The amount of \$776,403.00 is authorized to be transferred to SAP Fund 46099000.

SECTION 14. The budget in SAP Fund 46099000, SAP Project Definition 17-00032 (Regional Interoperability System & CAD) shall be revised by increasing SAP WBS element 17-00032-90-07 (Trf Fr GO-00059-01-01-17), SAP GL account 6101100 (Interfund Transfer In) by the amount \$776,403.00.

SECTION 15. The amount of \$18,040,403 is appropriated in SAP Fund 46099000 (Grants Other Projects), SAP Project Definition 17-00032 (Regional Interoperability System & CAD), which shall be revised by increasing the SAP WBS Elements as stated in the table set out below.

| WBS NO. | WBS NAME | G/L | Appropriation |
|----------------|---------------------------------|------------|----------------------|
| 17-00032-01-01 | COPS Grant Personal Services | 5101010 | \$118,155.00 |
| 17-00032-01-01 | | 5103005 | \$9,038.00 |
| 17-00032-01-01 | | 5103010 | \$177.00 |
| 17-00032-01-01 | | 5104030 | \$24,480.00 |
| 17-00032-01-01 | | 5105010 | \$14,816.00 |
| 17-00032-01-02 | COPS Grant Contractual Services | 5201040 | \$1,553,005.00 |
| 17-00032-01-02 | COPS Grant Contractual Services | 5207010 | \$15,336.00 |
| 17-00032-01-03 | COPS Grant Commodities | 5304075 | \$5,350,000.00 |
| 17-00032-01-05 | COPS Grant Capital Outlay | 5501000 | \$914,993.00 |
| 17-00032-02-01 | Bexar Metro 911 Software | 5304075 | 1,280,000.00 |

| | | | |
|----------------|---|---------|-----------------|
| 17-00032-02-02 | Bexar Metro 911 Contractual Services | 5201040 | 2,720,000.00 |
| 17-00032-03-01 | GO/CO Bond Contr. Personal Services | 5201040 | 2,012,853.00 |
| 17-00032-03-02 | GO/CO Bond Contribution Software | 5304075 | 2,110,657.00 |
| 17-00032-03-07 | GO/CO Bond Contr. Project Team | 5201040 | 469,738.00 |
| 17-00032-03-08 | GO/CO Bond Contr. Travel | 5207010 | 30,000.00 |
| 17-00032-03-09 | GO/CO Bond Contr. Contingency | 5201040 | 1,021,155.00 |
| 17-00032-04-02 | BCSO CAD Enhancement Software | 5304075 | 46,720.00 |
| 17-00032-04-03 | BCSO CAD Enhancement Contractual Services | 5201040 | 99,280.00 |
| 17-00032-05-02 | BCFMO Fire Code Fund Software | 5304075 | 112,558.00 |
| 17-00032-05-03 | BCFMO Fire Code Fund Contr. Contractual | 5201040 | 137,442.00 |
| | | Total | \$18,040,403.00 |

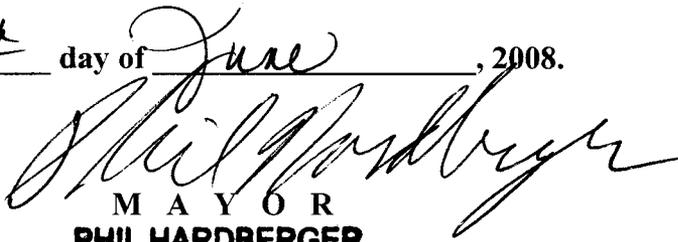
SECTION 16. The budget and personnel complement attached hereto are hereby approved.

SECTION 17. 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.

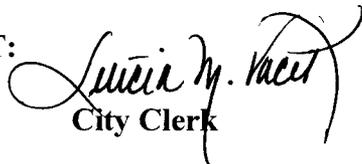
SECTION 18. The City Manager and her designee are hereby authorized to execute an interlocal agreement with Bexar County and the City of Schertz in connection with the development of the Regional Emergency Communications, Information Sharing, and Mobile Data System, so long as the terms and conditions of said agreement are substantially the same as those contained in the attached agreement.

SECTION 19. This ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 19th day of June, 2008.


MAYOR
PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 76

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| Name: | 9, 16, 17, 18, 19, 21, 24, 25, 26, 27, 31, 32, 33, 34, 41, 42, 43, 44, 45, 46, 48, 49, 50, 52, 55, 56A, 56B, 57, 58, 59, 61, 62, 66, 68, 69, 70, 72, 73, 75, 76, 78, 80, 81A, 81B, 81C, 81D, 81E, 81F, 81G, 81H, 81I, 81J |
| Date: | 06/19/2008 |
| Time: | 02:48:38 PM |
| Vote Type: | Motion to Approve |
| Description: | An Ordinance appropriating, in support of the Regional Emergency Communications, Information Sharing, and Mobile Data System (RECIM) project, the residual \$792,473.00 from the current SAPD Radio and Data Interoperability System project; \$2,851,930.00 from 1999 General Obligation Public Safety Improvements Bonds, Series 2002; \$2,000,000.00 from Certificates of Obligation, Series 2007; \$4,000,000.00 from Bexar Metro 911 District; \$250,000.00 from Bexar County Fire Marshal's Office; and \$146,000.00 from Bexar County Sheriff's Office; establishing a project budget of \$18,040,403.00, which includes \$8,000,000.00 previously appropriated in a Department of Justice grant that supports the project, establishing a personnel complement; and authorizing an interlocal agreement among the City of San Antonio, Bexar County, and the City of Schertz. [Erik J. Walsh, Assistant City Manager; William McManus, Police Chief] |
| Result: | Passed |

| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
|------------------------|-------------|-------------|-----|-----|---------|--------|--------|
| Phil Hardberger | Mayor | | x | | | | |
| Mary Alice P. Cisneros | District 1 | | x | | | | |
| Sheila D. McNeil | District 2 | | x | | | | |
| Jennifer V. Ramos | District 3 | | x | | | | x |
| Philip A. Cortez | District 4 | | x | | | | |
| Lourdes Galvan | District 5 | | x | | | | |
| Delicia Herrera | District 6 | | x | | | x | |
| Justin Rodriguez | District 7 | | x | | | | |
| Diane G. Cibrian | District 8 | | x | | | | |
| Louis E. Rowe | District 9 | | x | | | | |
| John G. Clamp | District 10 | x | | | | | |



CITY OF SAN ANTONIO

Request for Ordinance / Resolution Fiscal Impact

SAP FINANCIAL IMPACT

Project Name: Regional Interoperability System & CAD
 Project Fund #: 46099000
 Council Date: 6/19/2008
 Council Item #: TBD

REVENUE TRANSFERS OUT

| FUND NO. OR INTERNAL ORDER NO. | FUND NAME OR INTERNAL ORDER NAME | G/L | G/L NAME | CURRENT PLAN VERSION 0 (Optional) | PLAN VERSION 0 REVISION/ Appropriation | REVISED PLAN VERSION 0 (Optional) |
|--------------------------------|--|---------|--------------|-----------------------------------|--|-----------------------------------|
| I/O 11700000093 | 2602817004 GL 4501100 COPS Tech Grant | 6102100 | Transfer Out | \$0.00 | \$8,000,000.00 | \$8,000,000.00 |
| | Bexar Metro 911 District Contribution | | | \$0.00 | \$4,000,000.00 | \$4,000,000.00 |
| GO-00058-01-01-07 | 45833000 1999 GO Bond, Series 2002 | 6102100 | Transfer Out | \$0.00 | \$3,644,403.00 | \$3,644,403.00 |
| CO-20760-01-01-07 | 43902026 Cert. of Obligation, Series 2007 | 6102100 | Transfer Out | \$0.00 | \$2,000,000.00 | \$2,000,000.00 |
| | Bexar County Sheriff's Office CAD Enhancement Contribution | | | \$0.00 | \$146,000.00 | \$146,000.00 |
| | Bex Co Fire Marshal's Office Fire Code Fund Contribution | | | \$0.00 | \$250,000.00 | \$250,000.00 |
| TOTALS | | | | \$0.00 | \$18,040,403.00 | \$18,040,403.00 |

REVENUE TRANSFERS IN (Optional)

| WBS NO. | WBS NAME | G/L | G/L NAME | CURRENT PLAN VERSION 0 (Optional) | PLAN VERSION 0 REVISION (Optional) | REVISED PLAN VERSION 0 (Optional) |
|----------------|--|---------|----------------------------------|-----------------------------------|------------------------------------|-----------------------------------|
| 17-00032-90-01 | Trf Fr I/O# 11700000093 | 6101100 | Transfer In | \$0.00 | -\$8,000,000.00 | -\$8,000,000.00 |
| 17-00032-90-02 | Bexar Metro 911 District Contribution | 4502280 | Contribution from Other Agencies | \$0.00 | -\$4,000,000.00 | -\$4,000,000.00 |
| 17-00032-90-03 | Trf Fr GO-00058-01-01-07 | 6101100 | Transfer In | \$0.00 | -\$3,644,403.00 | -\$3,644,403.00 |
| 17-00032-90-04 | Trf Fr CO-20760-01-01-07 | 6101100 | Transfer In | \$0.00 | -\$2,000,000.00 | -\$2,000,000.00 |
| 17-00032-90-05 | Bexar County Sheriff's Office CAD Enhancement Contribution | 4502280 | Contribution from Other Agencies | \$0.00 | -\$146,000.00 | -\$146,000.00 |
| 17-00032-90-06 | Bex Co Fire Marshal's Office Fire Code Fund Contribution | 4502280 | Contribution from Other Agencies | \$0.00 | -\$250,000.00 | -\$250,000.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 |
| TOTALS | | | | \$0.00 | -\$18,040,403.00 | -\$18,040,403.00 |

EXPENDITURES

| WBS NO. | WBS NAME | G/L | G/L NAME | CURRENT PLAN VERSION 0 (Optional) | PLAN VERSION 0 REVISION/ Appropriation | REVISED PLAN VERSION 0 (Optional) |
|----------------|---|---------|------------------------------------|-----------------------------------|--|-----------------------------------|
| 17-00032-01-01 | COPS Grant Personal Services | 5101010 | Regular Salaries | \$0.00 | \$118,155.00 | \$118,155.00 |
| 17-00032-01-01 | COPS Grant Personal Services | 5103005 | FICA & Medicare Expense | | \$9,038.00 | \$9,038.00 |
| 17-00032-01-01 | COPS Grant Personal Services | 5103010 | Life Insurance | | \$177.00 | \$177.00 |
| 17-00032-01-01 | COPS Grant Personal Services | 5104030 | Flexible Benefits Contribution | | \$24,480.00 | \$24,480.00 |
| 17-00032-01-01 | COPS Grant Personal Services | 5105010 | Retirement Expense Civilian TMRS | | \$14,816.00 | \$14,816.00 |
| 17-00032-01-02 | COPS Grant Contractual Services | 5201040 | Fees to Professional Contractors | \$0.00 | \$1,553,005.00 | \$1,553,005.00 |
| 17-00032-01-02 | COPS Grant Contractual Services | 5207010 | Travel-Official | | \$15,336.00 | \$15,336.00 |
| 17-00032-01-03 | COPS Grant Commodities | 5304075 | Computer Software | \$0.00 | \$5,350,000.00 | \$5,350,000.00 |
| 17-00032-01-05 | COPS Grant Capital Outlay | 5501000 | Capital Outlay<5000 - Computer Equ | \$0.00 | \$914,993.00 | \$914,993.00 |
| 17-00032-02-01 | Bexar Metro 911 Software | 5304075 | Software | \$0.00 | \$1,280,000.00 | \$1,280,000.00 |
| 17-00032-02-02 | Bexar Metro 911 Contractual Services | 5201040 | Fees to Professional Contractors | \$0.00 | \$2,720,000.00 | \$2,720,000.00 |
| 17-00032-02-03 | Bexar Metro 911 Hardware | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-02-04 | Bexar Metro 911 Contingency | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-03-01 | GO/CO Bond Contr. Personal Services | 5101010 | Regular Salaries | | \$1,541,258.00 | \$1,541,258.00 |
| 17-00032-03-01 | GO/CO Bond Contr. Personal Services | 5103005 | FICA & Medicare Expense | | \$89,755.00 | \$89,755.00 |
| 17-00032-03-01 | GO/CO Bond Contr. Personal Services | 5103010 | Life Insurance | | \$2,230.00 | \$2,230.00 |
| 17-00032-03-01 | GO/CO Bond Contr. Personal Services | 5104030 | Flexible Benefits Contribution | | \$163,857.00 | \$163,857.00 |
| 17-00032-03-01 | GO/CO Bond Contr. Personal Services | 5105010 | Retirement Expense Civilian TMRS | | \$155,336.00 | \$155,336.00 |
| 17-00032-03-02 | GO/CO Bond Contribution Software | 5304075 | Computer Software | \$0.00 | \$2,110,657.00 | \$2,110,657.00 |
| 17-00032-03-03 | GO/CO Bond Contr. Contractual Services | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-03-04 | GO/CO Bond Contr. Hardware | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-03-06 | GO/CO Bond Contr. Training Public Safety Personnel | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-03-07 | GO/CO Bond Contr. Project Team Operating Expenses | 5201040 | Fees to Professional Contractors | \$0.00 | \$469,738.00 | \$469,738.00 |
| 17-00032-03-07 | GO/CO Bond Contr. Project Team Operating Expenses | 5403543 | IT Assessment Fee | | \$60,417.00 | \$60,417.00 |
| 17-00032-03-08 | GO/CO Bond Contr. Travel | 5207010 | Travel | \$0.00 | \$30,000.00 | \$30,000.00 |
| 17-00032-03-09 | GO/CO Bond Contr. Contingency | 5201040 | Project Contingency | \$0.00 | \$1,021,155.00 | \$1,021,155.00 |
| 17-00032-04-01 | BCSO CAD Enhancement Personal Services | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-04-02 | BCSO CAD Enhancement Software | 5304075 | Computer Software | \$0.00 | \$46,720.00 | \$46,720.00 |
| 17-00032-04-03 | BCSO CAD Enhancement Contractual Services | 5201040 | Fees to Professional Contractors | \$0.00 | \$99,280.00 | \$99,280.00 |
| 17-00032-04-04 | BCSO CAD Enhancement Hardware | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-04-06 | BCSO CAD Enhancement Training Pub Safety Pers. | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-04-07 | BCSO CAD Enhanc. Project Team Operating Expenses | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-04-08 | BCSO CAD Enhancement Travel | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-04-09 | BCSO CAD Enhancement Contingency | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-05-01 | BCFMO Fire Code Fund Contr. Personal Services | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-05-02 | BCFMO Fire Code Fund Software | 5304075 | Computer Software | \$0.00 | \$112,558.00 | \$112,558.00 |
| 17-00032-05-03 | BCFMO Fire Code Fund Contr. Contractual Services | 5201040 | Fees to Professional Contractors | \$0.00 | \$137,442.00 | \$137,442.00 |
| 17-00032-05-04 | BCFMO Fire Code Fund Contr. Hardware | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-05-06 | BCFMO Fire Code Fund Contr. Training Pub Safety Pers. | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-05-07 | BCFMO Fire Code Fund Contr. Project Team Operating Expenses | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-05-08 | BCFMO Fire Code Fund Contr. Travel | | | \$0.00 | \$0.00 | \$0.00 |
| 17-00032-05-09 | BCFMO Fire Code Fund Contr. Contingency | | | \$0.00 | \$0.00 | \$0.00 |
| TOTALS | | | | \$0.00 | \$18,040,403.00 | \$18,040,403.00 |

Comments: RFCA Item #R-3426.

Prepared by: Elena Overkloft Dept: SAPD Ext: 77586

Date prepared: 05/29/2008 Submitted Date:

Date received by Finance: Finance updated by:

Date submitted back to Dept:

CAD/RMS Capital Project

WBS 17-00032-03-01

APRIL 1, 2008 to SEPTEMBER 30, 2010

PERSONNEL COMPLEMENT

Capital Project Funded Positions:

City Positions:

| <u>Job Class</u> | <u>Job Title</u> | <u>Number of Positions</u> |
|-----------------------------|---------------------------------------|-----------------------------------|
| 2106 | Technical Services Officer | 1 |
| 2094 | Public Safety Project Program Manager | 1 |
| 0095 | Sr. Special Projects Manager | 1 |
| 0042 | Sr. Administrative Assistant | 1 |
| 0821 | Senior Systems Programmer | 3 |
| 0888 | Senior Programmer Analyst | <u>3</u> |
| Total City Positions | | 10 |



Public Safety Shared Service

Interlocal Agreement

Version: 2.07
Date: June 13, 2008



Document Revisions

| Rev. # | Date | Affected sections | Writers |
|--------|------|-------------------|---------|
| | | | |
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Document Approvals

| Approval Level | Approved By (Name) | Date | Comments (if necessary) |
|----------------|--------------------|------|-------------------------|
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TABLE 1. CONTRIBUTION HISTORY 19



DEFINITIONS

| | |
|-------------|--|
| CAD | Computer Aided Dispatch |
| CIO | Chief Information Officer |
| COSA | City of San Antonio |
| CSO | Chief Security Officer |
| CTO | Chief Technology Officer |
| EMS | Emergency Management Services |
| ILA | Interlocal Agreement |
| ITSD | Information Technology Services Department |
| RFP | Request for Proposal |
| RMS | Records Management System |
| SSM | Shared Services Manager |



1. Introduction

This Public Safety Shared Services Agreement ("Agreement") is made and entered into by and between the CITY OF SAN ANTONIO (CITY), the COUNTY OF BEXAR, a political subdivision of the State of Texas ("COUNTY"), and the CITY OF SCHERTZ, a Texas Home Rule Municipality ("SCHERTZ"). CITY, COUNTY, and SCHERTZ shall collectively be referred to as "the Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Inter Local Cooperation Act, being Chapter 791 of the Texas Government Code.

The Parties recognize that this Interlocal Agreement (ILA) will be a model for providing services to other jurisdictions in the region and therefore believe that it is critically important to establish a governance structure and user fee financial model that is scalable and balances the needs and responsibilities of jurisdictions of all sizes.

It is further understood that a new communications center(s) may be built in the near future. While this Interlocal Agreement will form the basis for collaborative efforts of any willing participants in such a communications center, it is understood that this Interlocal Agreement will need to be modified to include and address the unique facility-related issues and shared services provided by the co-location of various agencies within any such communications facility(s).

2. Recitals

The Parties, consisting of regional public safety agencies, have formed a common vision of improved public service through a partnership of performance. The Parties have developed a mission to deliver nationally recognized public safety and public service by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. The Parties desire to maintain a role as leaders in the delivery of public safety services by ensuring that the information technology services are cost effective, sustainable, reliable, technologically innovative, and support the needs of the users and the community by entering into this Agreement. The Parties seek to deliver excellent public safety services in a highly efficient manner; to access potential economies of scale through shared use of IT investments; to facilitate interagency exchange of information; and to identify means to enhance public safety operations and service.

This Agreement is to provide for the organizational structure and funding supporting operation and maintenance of a regional Public Safety Shared Service, owned and managed by CITY, that includes but is not limited to a Computer Aided Dispatch System, Law Enforcement Records Management System, Fire/EMS Records Management System, Automated Field Reporting System, Mobile Data System, e-Citation System, and Information Sharing System. Future services could include Mobile Digital Video and Regional Emergency Communications Centers. COUNTY and SCHERTZ will pay CITY a fair share of actual costs incurred by CITY to provide this Shared Service.



3. Term of Agreement

The term of this Agreement shall commence on the date of execution of this Agreement by the last Party and shall continue for a period of ten years ("Initial Term") and shall thereafter be automatically renewed for another ten-year term, subject to termination provisions contained herein.

4. Definitions

Agreement. The "Agreement" is this Interlocal agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

Costs. Are defined below by category and types of costs and can be amended by the Governance Board.

- Capital Costs. All costs associated with any additions, repairs, replacement, or upgrades to the Shared Service Systems after the initial implementation of the Systems are completed.
- Operating Costs. All costs incurred to occupy and use the facilities that will support the Shared Service Systems, including without limitation, Commodities Costs, Contractual Costs, Personnel Costs, and System Costs, and further including building system services, utility costs, custodial services, grounds maintenance, security, and the normal, periodic maintenance, tuning, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the facilities and Systems functioning efficiently, maintain the useful life of the assets, and reduce the probability of failures. Only the portions of the facilities dedicated to support the Shared Service are applicable as an Operating Cost. All Operating Costs must be included in each Annual Shared Services Budget.
- CITY Shared Service Program Management and Administrative Services Costs. Those CITY costs associated with providing management and administrative services, which will be reimbursed as if CITY were a third-party vendor of those services, and not otherwise included as a Cost herein, (e.g., mail service, IT support, etc.)
- Contractual Costs. All costs associated with setting up contracts to supply goods and services, such as rental of copy machines; pagers; utility costs; vehicle maintenance and fuel costs; education and seminar fees; travel for training; mileage reimbursement; Facility insurance and content insurance for Shared Systems; building maintenance; security services; office equipment maintenance; computer hardware and software maintenance; telephone base costs; and postage, printing, and binding.
- Personnel Costs. Regular wages, stability pay, insurance, FICA, Medicare, and retirement contributions.
- Systems Costs. All costs associated with Shared Employee Personnel Costs and related costs to operate or upgrade the Systems, hardware, and software licenses; to provide training, and support; costs associated with maintenance contracts.



- Internal Program Costs. All costs each Party must annually budget to pay all costs associated with each System it operates, including Internal Program Employee Costs, but excluding the Capital Costs and Operating Costs allocated under this Agreement.

Employees. Are either “Shared Employees” or “Internal Program Employees” for purposes of this Agreement and defined below.

- Internal Program Employees. Those employees employed directly by a Party to support one or more Systems excluding Shared Employees.
- Shared Employees. Those employees employed by CITY or any of the other Parties to support one or more Systems that are part of the Shared Service and whose salary is either funded by contributions from the Parties through the Budget process or whose assignment to the Shared Service is being used as an in-kind contribution by one of the Parties.

Governance Board. The “Governance Board” is the governing body of the shared service. It consists of a representative from each Member. Each representative has a fiduciary duty to ensure the functioning and enhancement of the system for the benefit of all users.

Initial term. The “Initial Term” refers to the first 10 years in which this Agreement shall be in effect.

Management Committee. The “Management Committee,” consists of persons from the member jurisdiction operating entities and has the power to establish implementation and performance targets and to suggest changes in implementation of technology and processes. The Committee also has the responsibility for the shared services change control process.

Member. A “Member” is an entity that has accepted the terms of and is a party to this Agreement, is represented on the Governance Board and Management Committee and pays their fair share based on population.

Member Population. “Member Population” includes the Member’s population as well as population in other jurisdictions for which the Member provides public safety services. Examples include acting as the 9-1-1/Public Safety Answering Point, fire service protection or law enforcement support.

Participants. “Participants” are entities that use the shared services as members or as subscribers and have agreed to pay for received shared services as offered at a rate or rates according to such terms and conditions as may be established by the Shared Service entity.

Principal. A “Principal” is a government or other legal organization, which has accepted the terms of and is a party to this Agreement.

Representative. The term “Representative” refers to the individual representing a Member on the Governance Board.

Shared Services. A “shared service” means that an entity is providing agreed upon services to users. The entity can be a government agency or a non-profit organization. The shared services will have a governance board to ensure that the Principals are represented and heard. The chief operating officer for the shared service is employed by the City of San Antonio.



Subscriber. A subscriber is a jurisdiction that chooses one or more services, pays the full cost for the service, and does not want to be part of the governance structure.

Systems. Used individually and in the singular mean each System, and used collectively and in the plural means all Systems defined immediately below and governed by this Agreement. Systems may be added, altered, superseded, or removed from this Agreement by amendment.

- Internal Program System. A System that is operated by one Party without using Shared Employees to support any portion of the System.
- Shared System. A System that is operated by one or more of the Parties and does use Shared Employees to support that System.

User Fees. User Fees are those fees charged to Participants or subscribers for services provided by the shared service.

Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according in proportion to its respective Member’s User Fees due and payable for the then current budget year bears to the total User Fees payable for such year by all Members. A Weighted Vote may not be split.

5. Scope of Shared Services

The City of San Antonio will provide information technology services (including system administration, operating licenses, maintenance, and support) to the City of San Antonio’s Public Safety Organizations, Bexar County’s Public Safety organizations including but not limited to the Bexar County Sheriff’s Office and the Bexar County Fire Marshal’s Office and to the City of Schertz. Regarding networking and additional hardware and software, unless bundled with services offered by the shared services, all end user equipment is the responsibility of the participant. For equipment included in the service, the city will be responsible for maintenance and support of such equipment.

The shared services will consist of regional public safety information technology services including but not limited to Dispatching, Records Management, Field Reporting, Mobile Data, and information sharing. Future services may include, but not be limited to, services such as digital in-car video and an emergency communications center. CITY, COUNTY and SCHERTZ will pay a fair share, based on population metrics defined in the Shared Services User Fees, of the actual costs incurred.

6. Governance Structure

A governance structure needs to address five basic needs:

1. Policy
2. Decision-Making
3. Executive Leadership
4. Process/Activity Management
5. User Input and Technical Expertise



This will be addressed through five different bodies, namely:

Management and Operations

- Principals (City Councils, Commissioners Courts and District Boards) – The Governing authority of Cities, Counties or Districts.
- Governance Board – Comprised of representatives designated by the Principals.
- Management Committee – Comprised of members from Offices/Departments from within the Principals

Support

- Technical Groups – Designated subcommittees formed by the Management Committee to address technical issues.
- User Groups – Comprised of Shared Service users. Designed to provide a periodic forum for users of the systems to gather and voice issues in a less formal environment.

The Governance Board consists of a maximum of seven representatives. Initial, representatives include the City of San Antonio, Bexar County, the Bexar Metro 9-1-1 Network District, and the City of Schertz. All Governance Board decisions are subject to Texas law and the Charter of the Principles for their approval.

Principles of Governance Board representation are:

1. CITY, COUNTY, and the Bexar Metro 9-1-1 District Network have permanent representation on the Board.
2. Shared Service Members with 15% or more of the membership population shall have a representation on the Board
3. Remaining seats are allocated to Members not already represented. When the number of Shared Service Members exceeds six, excluding the Bexar Metro 9-1-1 Network District who is not a member, the Governance Board will select a member, on a rotating basis, to represent all other members that do not have a representative on the Governance Board.
4. Representatives will sit on the Board for a term of three years with a staggered schedule. They may be reappointed after serving a term.
5. Each representative has a fiduciary duty to ensure the functioning and enhancement of the system for the benefit of all users.
6. Each member jurisdiction of the Governance Board shall have a single vote of equal strength.
7. Representatives of all participating jurisdictions have the opportunity to attend and be heard at meetings.
8. Meetings will be held at least quarterly.

Governance Board functions, subject to agreement or delegation of authority from Principals, include:

- Determine strategic direction / setting policy
- Set/approve annual targets and plans
- Monitor performance of service (cost, quality, performance against plan, delivery of service)



- Approve procurement and commercial agreements
- Issue resolution
- Agree entry/exit of member jurisdictions
- Refer on to Principals any decisions that are beyond the Governance Board's authority or ability to resolve

All routine actions will require approval of a majority of a quorum of voting members.

Unanimous vote of the member jurisdictions present to pass non-routine decisions such as:

- Recommend or approve selection of vendor
- Recommend or approve contract with vendor
- Approve the annual project work plan
- Recommend or approve the annual project budget
- Recommend or approve termination of vendor
- Recommend acceptance or termination of membership
- Recommend or approve acceptance of deliverables
- Recommend or approve fees
- Evaluate the program manager and when appropriate, request removal and replacement of the program manager.

All votes are subject to the requirements, approvals, and rules of the participant's charter and/or authorizing legislation and any applicable law. If there is a legal requirement that a participant's governing body such as a City Council or Commissioner's Court must approve a routine or non-routine action, the authorizations and decisions contained in votes of the Governance Board are subject to such requirements before they can become effective.

Issue resolution

There may be a need for specific mechanisms for issue resolution. The basic premise is that members of the Governance Board and Management Committee have a fiduciary responsibility for ensuring that all members' interests are considered. The basis for issue resolution is that member jurisdictions get one vote each.

- Unanimous vote is required to adopt policies and all non-routine decisions.
- If a reasonable effort to achieve unanimity is unsuccessful, the Governance Board will decide by weighted simple majority vote.
- A member may appeal the result of a weighted vote to a mediation panel comprised of one representative of the majority in the decision, one representative of the minority, and one representative mutually agreed upon by the majority and the minority. Mediation must conclude within 15 business days from the time the appeal is filed.

The Management Committee

The Governance Board is assisted by the Management Committee, which consists of operating level persons from member entities. This committee has the power to establish implementation and performance targets, to suggest changes in implementation of technology and processes, and the responsibility to manage the shared services change control process. The committee also commits its agencies to carry out agreed policies and activities.



Specific functions include:

- Oversee development and management of the project
- Appoint work group members
- Approve and recommend to Governance Board for approval, RFPs, vendor selection and vendor contracts
- Ensure that each member jurisdiction has an undivided ownership interest in and a royalty free license to use the software and other intellectual property as long as it meets its financial commitments to the financial plan and to subsequent annual Programming and Support fees.
- Work with program manager to approve and accept deliverables from vendors as a precondition to vendor payment.
- Recommend for Board's consideration fees to be charged for use, maintenance, support, enhancement, and reimbursement of development costs
- Issue resolution
- Work with program manager on quarterly review of project progress and ensuring a balance between the next quarterly payment of fees and proposed budgeted expenditures.
- Recommend annual maintenance and support fees and reimbursement fees for each entity using the services and products of the CAD/RMS project and publish the fee schedule annually in sufficient time for the governing body of each entity to allocate funds in its budget for the upcoming year.
- Approve and implement enhancements to CAD/RMS functionality

The Governance Board and Management Committee are assisted by a Shared Services Manager, who manages the shared service.

A Party with multiple departments participating in the shared service will be entitled to one representative on the Management Committee for each such department, (e.g., a city whose police and fire departments use the respective CAD or RMS will be entitled to a representative from each department.) Each Party may appoint a proxy, who may attend all Management Committee meetings, but may only vote in the absence of the regular Member. If a Party has multiple representatives, only the representatives utilizing the Systems being affected can vote on any matter affecting those Systems.

The appointing Party will determine the term of each Member. All Management Committee Members serve at the pleasure of their appointing Party. Either a Member or proxy must attend all meetings. If a Member and the Member's proxy miss more than 25% of the meetings during any calendar year, the Party must promptly appoint a new Member.

The Chair will be elected annually by the Members and may be either a Member or the Shared Services Manager. A Vice-Chair and Secretary will also be elected annually by the Management Committee and shall be Members. The Shared Services Manager, who is not a member, will provide the Secretary with staff support to make written minutes of each Management Committee meeting.

The Chair or a majority of the Members may call special meetings of the Management Committee. The Chair will preside at the meetings and the Vice-Chair will act in the absence of the Chair. No action may be taken by the Management Committee without a quorum, which



consists of a majority plus one of the Members. Any Member may place items on the Management Committee's meeting agenda by submitting the item to the Chair at least ten calendar days before the next meeting. The Chair shall submit the agenda to the Members no later than seven (7) calendar days before the meeting. If a decision is brought to the Management Committee that affects a System(s) that only some Members contribute to, only those Members that contribute to the System(s) may vote or be counted towards a quorum for purposes of that vote.

The Management Committee may not take any action that would violate any applicable statute, law, regulation, court order, ordinance, or commissioner's court order. If any such action is taken, it will be null and void.

The Shared Services Manager may call emergency meetings upon 72 hours written notice to the Members to address emergencies or to address budget related items, which may require action by the Parties' governing bodies to increase or decrease currently budgeted expenditures.

7. Shared Services Manager

The City of San Antonio shall be the employer of the Shared Service Manager (SSM) and shall conduct the hiring process for the SSM and staff. The Governance Board shall recommend the appointment and termination of the shared services manager to the City Manager and will provide input into evaluating the performance of the SSM. The City Manager will give consideration to the Governance Board's evaluation and input, but will retain ultimate hiring and firing responsibility.

The SSM shall manage the day-to-day operations of the Shared Service under the direction of the Governance Board. The SSM will also manage the day-to-day operation of the Shared Service Employees and their support of the Systems. The SSM will report directly to the City Manager or the City Manager's designee.

The SSM shall:

1. Coordinate Management Committee meetings
2. Maintain minutes of meetings and Shared Services records
3. Assure compliance with applicable provisions of the Texas Open Meetings Act, Government Code, Chapter 551
4. Make recommendations to the Management Committee on the operation and maintenance of the Shared Service
5. Supervise the Shared Service Employees. However, the SSM will not supervise, manage, or direct any non-CITY Party's Internal Shared Service Employees, who shall nonetheless cooperate and coordinate with the SSM and the Shared Service Employees
6. Provide the first level of administrative dispute resolution
7. Be empowered by the all Parties to this Agreement to make decisions regarding day-to-day operational issues, including making expenditures for budgeted replacement of equipment, routine repairs, and maintenance in accordance with the Shared Service annual Budget
8. Maintain a current copy of this Agreement, including any amendments and the most current version of all Exhibits in the SSM's Office, together with copies of the most current versions of any subsequently developed additional operating procedures or



standards, all other Shared Services or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents

9. Become involved in a non-CITY Party's internal operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved
10. Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including such agreements with Party's non-System departments or divisions, these service level agreements will include, but not be limited to, operating service level agreements between other operating agencies, or departments thereof, which must be agreed to by all involved parties
11. Provide quarterly service level reports to the applicable Parties, which reports will be used to review services, staff, resource requirements, and cost allocations
12. Provide quarterly (or upon request by the Management Committee, monthly) budget reports
13. Provide quarterly budget reconciliation for the Parties to account for any failure to spend all budgeted proceeds
14. Immediately call an emergency Management Committee meeting and provide a special budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures
15. Call meetings of the Management Committee Members supporting a particular System to facilitate decision-making about that System. (If a consensus can be reached among the affected Members, the SSM will implement the decision. If no consensus can be reached, the SSM will refer the matter to the Governance Board and schedule it for action at their next Board meeting or a specially called Governance Board meeting, if necessary)
16. Maintain job descriptions for the Shared Employees in SSM's office
17. Provide annual reports targeting the suggested objectives and performance measures

The SSM shall prepare standard operating procedures to govern the day-to-day management and operation of the Shared Systems and Shared Employees ("Standard Operating Procedures"). The SSM will submit Standard Operating Procedures to the Management Committee for review and approval. The SSM and the Management Committee will periodically review the Standard Operating Procedures and recommend any reasonably necessary changes for approval. The SSM will also monitor implementation and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the personnel practices and policies of CITY, then the personnel practices and policies of CITY control as they impact Shared Employees.

8. Shared Services User Fees

The costs of the shared service consist of development, maintenance, amortization, and management costs. The shared service further needs initial capital to acquire and implement Public Safety Services.

If a joining or participating agency has special requirements or needs additional modules/interfaces added to the core system, this agency must fully fund the additions. They shall make the added capability available to other participating agencies provided additional licensing or other restrictions do not prevent it. If other participating agencies choose to use the



addition after the initial deployment, they shall pay their fair share of the actual capital and operating costs.

Agencies who do not desire full membership (representation by a Governance Board member or representation on the Management Committee), so called "Subscribers", will be assessed a fee based on services provided.

User fees, based on utilization of core technology and services, will be established for amortization, development, maintenance, and management. User fees shall be based on jurisdiction service population (i.e. including any population outside its own jurisdiction to which it provides public safety shared services). In the situation where the public safety shared service in an area is provided by several different members, the Governance Board shall determine an equitable allocation of user fees that reflect the participating jurisdiction's share of actual costs of the shared service. However, for a county, only the population in non-incorporated areas and in municipalities for which the county provides public safety services will be counted in calculating the county's fair share of costs. If needed, a non-population fee adjustment may be used to equalize the fees paid with the cost of services provided. These fees are suggested by the Management Committee and approved by the Governance Board.

The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other Systems from the Shared Service. Each Party will be responsible for the operation of any System that is funded as a part of its Internal Program Costs. The CITY shall be responsible for the operation of the Shared Service Systems. Each Party shall have primary authority over all its respective Internal Program Employees and Internal Program Systems, if any.

9. Shared Services Budget

Budget Fiscal Year. The shared service fiscal year shall run from October 1 to September 30.

Budget Policy Direction. The shared services manager shall present a proposed outline of the policy approach to the budget for the upcoming budget to the Management Committee by February 1 for its review and recommendation. By March 15, the Governance Board shall transmit its proposed budget policy to all Principals. The Governance Board shall adopt a budget policy for the upcoming budget by May 1.

Budget Approval. The shared services manager shall develop the proposed operating budget based on the Governance Board's approved budget policy direction. The manager shall present a proposed budget to the Management Committee on or before July 1 for its review and recommendation. The manager shall transmit the proposed budget to the Governance Board on or before August 1 to be approved by the Governance Board no later than August 30. Thereafter and in no event later than September 5, Participating Agencies shall be advised on the programs and objectives as contained in the proposed budget, of any changes in the User Fee formula, and of the required financial participation for each Principal and Subscriber for the following year. Upon approval by the legislative authorities of each Principal of their respective allocation for shared service's budget and upon verification of such approval, the Governance Board shall adopt its final budget for the following year.



User Fee Formula. As part of the budget deliberations, the Management Committee shall make recommendations regarding User Fee formula (e) to the Governance Board and the Governance Board shall either continue the existing User Fee formula (e) or adopt new User Fee formula (e), it is anticipated that the User Fee formula(e) may be changed from time to time as part of the budget process, and that any such changes must be approved by a unanimous Vote of the Governance Board. It is expressly contemplated that Participants may become subject to differential user fees over time based upon the benefit conferred to such agencies.

Payment of User Fees. User Fees shall be payable quarterly in advance by Principals no later than October 15, January 15, April 15, and July 15 of each year.

Delinquencies. Interest on User Fees not paid when due shall begin accruing interest immediately at the Federal Prime Rate as of the date the payment was originally due, plus 3% per year. The shared service shall, within seven (7) days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment. In the event a Principal shall not have paid in full, all User Fees and interest owing by six (6) months after the original due date, then the Governance Board may terminate provision of shared services to said former Principal, but the termination of services shall not absolve the member of its obligation to pay all User Fees past due, together with interest or to the maximum amount permitted by law.

Terms of Subscriber Contracts. Subscriber contracts shall include terms consistent with these delinquency provisions, that is, interest shall accrue on delinquent payments at the same rate as provided herein, and service may be terminated if fees and interest are not paid in full within six months.

Reserve Funds. The Governance Board shall establish both an Operating Contingency Reserve Fund and a Capital Asset Replacement Fund and shall call for funding of such reserves in each budget at a level the Governance Board determines appropriate. The goal of the Operating Contingency Reserve Fund is to ensure operating funds are on hand to reasonably address unforeseen operating contingencies. The purpose of the Capital Asset Replacement Fund is to minimize large increases in User Fees from year to year resulting from acquisition or replacement of capital assets, and to fund the timely replacement of aging technology, equipment, and systems.

Federal Funds and Bond Funds: If a Party utilizes Federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the Shared Services expenditures contemplated herein for Federal and/or grant program reimbursement and to avoid arbitrage penalties. Further, the Parties agree to cooperate with each other in the application for and administrations of Federal funds, grant funds, or bond funds in order to maximize funding participation in the operation and maintenance of the Shared Service. Each Party intending to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to the Shared Service.



10. Ownership of Data

Since the Shared Service involves the shared storage of data or the shared access to data of participating Parties and other entities, it is agreed that the data remains the property of the entity that created or submitted the data. The Parties acknowledge and agree that all information or other data provided by a Party shall remain the property of that Party. Except as required for performance of this agreement in the provisions of public safety shared services, the Parties further acknowledge and agree that such information or other data shall not be used, disclosed, sold, assigned, leased, or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect. It is the intention of the Parties that the custodian(s) of the data that did not participate in the Shared Service Agreement will remain the custodian(s) of such information and data, unless an applicable Addendum provides otherwise.

This Section shall survive any termination, cancellation, withdrawal, or expiration of this Agreement.

11. Transfer of Assets and Services in Kind

If a Member contributes software, hardware, facilities, services, or other items of value to be used by the shared services, it will be given fair market valuation by the Governance Board and adjustments will be made to the user fee paid.

12. Adding a Member

A governmental entity meeting the qualifications of a Member may be admitted to the Shared Service by the Governance Board. As a condition of becoming a Member, by new admission, the Governance Board may require payment or other contributions or actions by the new Member as the Governance Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Members from outside the Bexar Metro 911 Network District shall not cause pre-existing Participants to incur additional cost.

13. Withdrawal by a Member

Any Member may withdraw its membership and terminate its participation in this Agreement after the Initial Term by providing written notice and serving that notice on the Shared Service Governance Board on or before March 31 in any year. After providing appropriate notice as provided in this section, that Membership withdrawal shall become effective on the last day of the fiscal year following delivery and service of appropriate notice to all other Members.

Notwithstanding the foregoing, a Member may be terminated at any time by action of the Governance Board for delinquencies of at least six (6) months in payment of User Fees and interest.

Time is of the essence in giving notice of termination and/or withdrawal. A terminating and/or withdrawing Member is deemed to forfeit any and all rights it may have to Shared Service's personal or real property, or any other ownership in Shared Service, unless otherwise provided.



by the Governance Board; provided further that this forfeit of rights shall not apply to personal property on loan to Shared Service from the terminating or withdrawing Member.

The termination and/or withdrawal of a Member shall not discharge or relieve any Member of its obligations to Shared Service.

A Governance Board representative representing a Member that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Governance Board which termination is effective at a future date, shall be authorized to cast votes at the Governance Board only on budgets items to be implemented prior to the withdrawal or termination date. A withdrawing or terminating Member will be excused from participating in a borrowing program approved per Section 13 where the debt instruments in support of that program will not be issued until after the Principal is withdrawn or terminated, if the withdrawing or terminating Principal is not authorized to vote on such borrowing program.

14. Amendment of Agreement

This Agreement may be amended upon approval of a unanimous Vote of the Governance Board, except that any amendment affecting the terms and conditions of membership on the Governance Board or voting rights of Governance Board members shall require consent of the legislative authorities of all Members.

15. Termination of Agreement, Dissolution of Agency

After the Initial Term and upon the Simple Majority Vote of a majority of the then remaining Principals, this Agreement may be terminated by direction of the Governance Board to wind up business by a specified date which date shall be at least one (1) year from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Shared Service shall be disposed of in the following manner:

- A. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Members still participating in the Shared Service on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Member's paid User Fees over the preceding five years bears to the total of all then remaining Members' user fees paid during such five-year period.
- B. In the event outstanding liabilities of the Shared Service exceed the value of personal and real property and funds on hand, all Members shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.



Appendix A: Contribution History

Table 1. Contribution History

| Request | Request Date | Request To | Reply | Reply Date |
|---------|--------------|------------|-------|------------|
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| | | | | |
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CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 76
Council Meeting Date: 6/19/2008
RFCA Tracking No: R-3426

DEPARTMENT: SAPD

DEPARTMENT HEAD: William McManus

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Computer Aided Dispatch (CAD) Capital Project Appropriation

SUMMARY:

This ordinance appropriates all funds required to support the Regional Emergency Communications, Information sharing, and Mobile Data System (RECIM) project. It appropriates the residual \$792,473.00 from the current SAPD Radio & Data Interoperability System project; \$2,851,930.00 from 1999 General Obligation Public Safety Improvements Bonds, Series 2002 and \$2,000,000.00 from Certificates of Obligation, Series 2007 which are in the approved Capital Budget; \$4,000,000.00 from Bexar Metro 911 District; \$250,000.00 from Bexar County Fire Marshal's Office; and \$146,000.00 from Bexar County Sheriff's Office; it establishes a project budget of \$18,040,403.00 which includes \$8,000,000.00 previously appropriated in a Department of Justice Grant that support the project, establishes a personnel complement; and authorizes the City Manager to enter into an Interlocal Agreement among the City of San Antonio, Bexar County, and the City of Schertz.

BACKGROUND INFORMATION:

The City of San Antonio, located wholly within Bexar County, receives over a million 911 calls annually. The largest public safety agencies in the area, the San Antonio Police and Fire Departments, and the Bexar County Sheriff's Office receive over 90% of the 911 call volume, while 17 other public safety answering points serving 20 contiguous jurisdictions located within and around San Antonio share the remainder. While many of these entities operate on Computer Aided Dispatch (CAD) systems, none will seamlessly interoperate with another, inhibiting any ability to coordinate and maximize resources during routine operations and potential disaster responses. In an effort to improve interoperability among all public safety agencies within Bexar and adjacent counties, Bexar County, the City of San Antonio, and the City of Schertz, with assistance of the Bexar Metro 911 District, are in the planning stages of implementing a Regional Emergency Communications, Information sharing, and Mobile Data System (RECIM). The proposed Interlocal Agreement among Bexar County, the City of San Antonio, and the City of Schertz is attached.

In September 2007, SAPD was awarded a grant totaling \$8,000,000.00 from the U.S. Dept. of Justice, Office of Community Oriented Policing Services (COPS) for the establishment of the RECIM project. This project will provide a greater level of cooperative functionality, as well as operational consolidation and enhanced efficiencies among the public safety agencies responsible for providing Law Enforcement, Fire, Ambulance, and Emergency Management services to the community.

ISSUE:

This ordinance requires the appropriation of these funds into a new capital project. SAPD will procure all necessary goods and services in accordance with all City, State, and Federal laws, rules and regulations and will recommend contracts in separate council action requests. Additionally, appropriating the funds from all funding sources will improve and simplify the fiscal management of the new capital project and will allow for more prompt payment to vendors and a rapid reimbursement of any operating expenses.

ALTERNATIVES:

Alternatively, the City Council could continue to appropriate funds only as necessary to meet contractual obligations in excess of \$50,000.00. However, this method does not improve project management, provide timely payment to small-purchase vendors, nor charge capital administrative expenses as they are incurred, which requires additional resources to reconcile.

FISCAL IMPACT:

This ordinance appropriates all funds required to support the Regional Emergency Communications, Information sharing, and Mobile Data System (RECIM) project in the amount of \$10,040,403.00, and authorizes reimbursements from the project to the General Fund and the Information Services Fund.

RECOMMENDATION:

Staff recommends approval of this item in support of the previously adopted capital budget, the awarded grant, and to further enhance the delivery of Police, Fire, and EMS services.

ATTACHMENT(S):

| File Description | File Name |
|--|---|
| Resolution Fiscal Impact Form | 17-00032 Reg Inter CAD system.xls |
| Personnel Complement | CAD Capital project personnel complement.doc |
| ILA | ILA_Bexar-COSA-Schertz_PublicSafety_v2 07.pdf |
| Voting Results | |
| Ordinance/Supplemental Documents | 200806190616.pdf |

DEPARTMENT HEAD AUTHORIZATIONS:

William McManus Police Chief SAPD

Hugh Miller Director Information Technology Services

APPROVED FOR COUNCIL CONSIDERATION:

Richard Varn Chief Information Officer

Erik Walsh Assistant City Manager