

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
POLICE DEPARTMENT**

TO: Mayor and City Council
FROM: Albert A. Ortiz, Chief of Police
THROUGH: Terry M. Brechtel, City Manager
COPIES: J. Rolando Bono, Deputy City Manager; File
SUBJECT: 2003 Local Law Enforcement Block Grant (LLEBG)
DATE: October 16, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her representative to accept a \$621,302 Local Law Enforcement Block Grant from the U.S. Department of Justice, Bureau of Justice Assistance, establishes a budget, appropriates and authorizes expenditure of all project accrued interest, and authorizes an Interlocal Agreement with Bexar County regarding the distribution of the combined City and County grants. The grant requires a \$69,034 local matching contribution from the Confiscated Property Fund.

Staff recommends approval.

BACKGROUND INFORMATION

Since 1996, the Department of Justice has awarded the City a Local Law Enforcement Block Grant (LLEBG). Past grants have funded four new police helicopters, new patrol cars, and radar units used by police officers to patrol school zones and other speeding hot spots citywide. The City and Bexar County combined their 2002 grant to initiate a Joint Gang Task Force. These grants have enabled the City to leverage \$7,743,244 in Federal dollars with only \$893,299 in local contributions.

Funds are awarded on the basis of the average of the last three years of violent crimes as reported to the FBI on the Uniform Crime Reports (UCR). As a result, large disparities sometimes exist between awards to large cities and their corresponding counties. The Federal enabling legislation contains a provision that allows states' attorney generals to certify selected jurisdictions as disparate. The City and Bexar County are in this category. For the first three years the grant was awarded, the Texas State Attorney General (SAG) chose not to make the certification. However, since 1999, the SAG has certified San Antonio and Bexar County as disparate jurisdictions, and

ARTICLE IV

TERM

4.01 This Agreement shall become effective upon its execution by all Parties and, except as otherwise provided herein, shall only control funds pertaining to LLEBG grant year 2003.

4.02 This Agreement may not be extended without formal action by the Parties' respective governing bodies.

ARTICLE V

TEXAS LAW TO APPLY

5.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE VI

LEGAL CONSTRUCTION

6.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII

ENTIRE AGREEMENT

7.01 This Agreement supersedes any and all agreements, either oral or in writing, between the Parties, with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

ARTICLE VIII

AMENDMENT

8.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE IX

LIAISONS AND NOTICES

9.01 Unless written notification by County to the contrary is received by City, Bexar County Judge Nelson Wolff shall be its designated representative responsible for the management of this Agreement.

9.02 Unless written notification by City to the contrary is received by County, the Chief of Police shall be City's designated representative responsible for management of this Agreement.

9.03 Communications between City and County shall be directed to the designated representatives of each as set forth above.

9.04 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and either hand-delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: Police Department
Office of the Chief
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

WITH COPY TO: External Relations Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

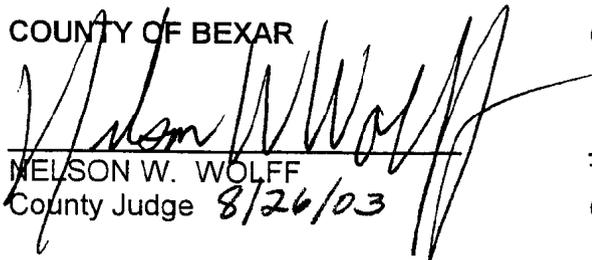
COUNTY: Nelson W. Wolff
Bexar County Judge
100 Dolorosa, Room 101
San Antonio, Texas 78205

WITH COPY TO: Marcus Jahns
Executive Director
Planning and Resource Management Department
100 Dolorosa, Third Floor
San Antonio, Texas 78205

Notice of change of address by either Party must be made in writing and delivered to the other party's last known address within five (5) business days of such change.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE _____ DAY OF _____, A.D., 2003.

COUNTY OF BEXAR



NELSON W. WOLFF
County Judge 8/26/03

CITY OF SAN ANTONIO

TERRY M. BRECHTEL
City Manager

ATTEST:



GERRY RICKHOFF
County Clerk

ATTEST:

YOLANDA L. LEDESMA
Acting City Clerk

APPROVED AS TO LEGAL FORM:

APPROVED:

SUSAN D. REED
District Attorney
Bexar County, Texas

BY:



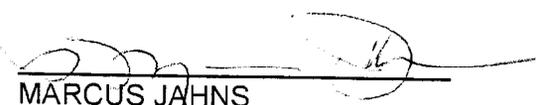
SHERI BRYCE DYE
Assistant Criminal District
Attorney - Civil Section

ANDREW MARTIN
City Attorney

APPROVED AS TO FINANCIAL CONTENT:



TOMMY J. TOMPKINS
County Auditor



MARCUS JAHNS
Budget Officer and Executive Director
Planning and Resource Management