

**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: Texas Automobile Theft Prevention (ATPA) Grant Acceptance

DATE: August 7, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designated representative to accept a Texas Automobile Theft Prevention Authority (ATPA) grant for \$826,274. It also authorizes an Interlocal Agreement between the City and the Bexar County Sheriff's Department to fund two (2) deputies for an amount not to exceed \$118,137. A cash match of \$451,634 from the General Fund and \$11,347 from the Confiscated Property Fund is required. The grant period is September 1, 2003 to August 31, 2004.

Staff recommends approval.

BACKGROUND INFORMATION

The ATPA mission is to lower the automobile theft rate by instituting innovative enforcement and theft prevention techniques. The funds from ATPA are attained through a \$1.00 surcharge to insured motorists. This grant accepts funding to continue the previous ATPA grant for Fiscal Year 2003-04, which is the twelfth year the grant has been awarded to the San Antonio Police Department.

The project is called Regional Auto Crimes Team (ReACT) and establishes a multi-jurisdictional task force composed of City, County, and State elements. The SAPD Auto Theft Unit will work as part of the task force, and its General Fund budget will contribute to the in-kind portion of the grant.

Because of the State deficit, funding for this year's grant has been reduced by \$425,659 from the current grant level (FY03 \$1,251,933 - FY04 \$826,274). The following changes in grant personnel are a result of the grant reduction:

- The Senior Crime Analyst position will be eliminated from the grant. This position was vacated in July.

- One (1) Detective Investigator position will be eliminated.
- The Bexar County Sheriff Sergeant position will be eliminated from the grant and the County will provide the position as In-Kind.

The following positions will continue to be funded by the grant: one (1) Police Lieutenant; one (1) Police Sergeant; nine (9) Police Detective Investigators; one (1) Administrative Assistant II; one (1) Administrative Assistant I; and two (2) Bexar County Sheriff Detective Investigators.

In-Kind positions include the following: one (1) Bexar County Sheriff Sergeant and two (2) Bexar County Sheriff Detective Investigators; two (2) Department of Public Safety Motor Vehicle Theft Services (MVTS) Investigators; and one (1) National Insurance Crime Bureau (NICB) Agent.

POLICY ANALYSIS

This Ordinance continues City Council's policy of seeking intergovernmental financial assistance for City crime prevention and enforcement programs addressing auto crime activity. The ATPA program will enhance the City's efforts in dealing with auto theft and related property crimes by continuing to recover stolen vehicles and other property through intensified enforcement. Application for the grant was authorized by City Ordinance No. 97478, dated April 17, 2003.

FISCAL IMPACT

The program budget totals \$2,805,057, including \$1,515,802 of In-Kind contributions from the City (\$1,119,631), Department of Public Safety (\$147,968), Bexar County Sheriff's Department (\$166,252), and the National Insurance Crime Bureau (\$81,951). A General Fund cash match of \$451,634 is necessary and will be projected in the FY03/04 budget. The Confiscated Property Fund will also contribute an \$11,347 cash match. The costs of the non-city positions funded by the grant will be reimbursed to the appropriate organization in accordance with the interlocal agreement.

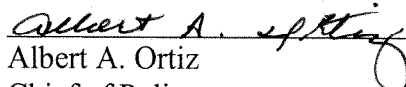
COORDINATION


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

SUPPLEMENTAL COMMENTS

The Discretionary Contracts Disclosure Form is not required.

The interlocal agreement between the City of San Antonio and the Bexar County Sheriff's Department is part of this ordinance request. An unsigned copy of the agreement is attached. The original is being coordinated with the various parties involved.


Albert A. Ortiz
Chief of Police


J. Rolando Bono
Deputy City Manager

Approved:


Terry M. Brechtel
City Manager

**AUTOMOBILE THEFT PREVENTION AUTHORITY
REGIONAL AUTO CRIMES TEAM (ReACT)
SEPTEMBER 1, 2003 through AUGUST 31, 2004
ACTIVITY CODE: 17-10-48 PROJECT NO. 26-031013**

Object Code	Index Code	Description	Budget
Revenues:			
	072892	ATPA Grant # SA-T04-10063-04	826,274
	102335	General Fund Cash Match	451,634
	102368	Confiscated Property Cash Match	11,347
	090985	In-Kind Contributions	1,515,802
		Total Revenue	2,805,057
Expenditures:			
01-010	748582	Regular Salaries & Wages	705,132
01-011	748590	Overtime	3,472
01-014	748608	F&P Retiree Prepaid Health	60,676
01-016	748616	Court Duty	0
01-019	748699	Language Pay	1,800
01-030	748707	Social Security	5,551
01-040	748715	TMRS	4,822
01-041	748723	F&P Pension	167,448
01-050	748731	Flex Health	63,561
01-051	748749	Life Insurance	1,471
01-052	748756	CLEAT	16,038
01-072	748772	Personal Leave Buy-Back	0
01-090	748780	Police Certification Pay	21,120
01-095	748798	Educational Incentive	14,640
		Total Personal Services	1,065,731
02-110	748806	Communications:Telephones	21,912
02-112	748814	Pagers	2,200
02-113	748822	Mail & Parcel Post	600
02-114	748830	Cellular Phones	5,000
02-123	748871	Special Rent City Rolling Equipment	64,905
02-124	748889	Travel	2,014
02-128	748897	Education	0
02-143	748913	Maint & Rep-Automotive	0
02-144	748921	Maint & Rep-Commercial	0
02-151	749002	Clothing Allowance	5,280
02-160	749010	Fees to Professional Contractors	0
02-160	749028	Fees to Professional Contractors-CI Funds	0
02-163	749036	Fees Bexar County Sheriff	118,137
02-167	749044	Vehicle Management Fee	0
		Total Contractual Services	220,048
03-210	749051	Office Supplies	2,500
03-222	749069	Motor Fuel & Lubricants	0
03-232	749077	Tools Apparatus & Accessories	0
03-241	749085	Maint & Rep Parts-Automotive	0
		Total Commodities	2,500
04-260	749093	Liability, Hazard, & Fidelity Insurance	976
		Total Other Commodities	976
	893925	In-Kind Personal Services	1,028,665
	893933	In-Kind Contractual Services	454,492
	893941	In-Kind Commodities	28,444
	893958	In-Kind Other Expenditures	4,201
		Total In-Kind	1,515,802
		Total Budget	2,805,057
Fund Only Index Cod 003113			

AUTOMOBILE THEFT PREVENTION AUTHORITY

ATPA GRANT NO.: SA-T04-10063-04

REGIONAL AUTO CRIMES TEAM (ReACT)

ACTIVITY CODE: 17-10-48

SEPTEMBER 1, 2003 to AUGUST 31, 2004

PERSONNEL COMPLEMENT

Grant Funded Positions:

City Positions:

<u>Job Class</u>	<u>Job Title</u>	<u>2003 Positions</u>	<u>2004 Positions</u>	<u>Difference</u>
0605	Police Lieutenant	1	1	0
0604	Police Sergeant	1	1	0
0603	Police Detective Investigator	10	9	-1
0041	Administrative Assistant II	1	1	0
0040	Administrative Assistant I	1	1	0
0645	Sr. Crime Analyst	1	0	-1

Other Positions:

Bexar Co. Sheriff Sergeant	1	1	0
Bexar Co. Sheriff Detective			
Investigator	4	4	0
DPS – MVTIS Investigator	2	2	0
NCIB Agent	1	1	0
Total Positions	23	21	-2

NOTE: 1 Police Detective Investigator and 1 Sr. Crime Analyst positions eliminated

**INTERLOCAL AGREEMENT BETWEEN BEXAR
COUNTY AND THE CITY OF SAN ANTONIO**

COPY

This Agreement is entered into by and between the County of Bexar (COUNTY), a political subdivision of the State of Texas, by and through the Bexar County Sheriff's Office (BCSO), and the City of San Antonio (CITY), by and through the San Antonio Police Department (SAPD); and

WHEREAS, pursuant to Section 79.001, *et seq.*, of the Texas Government Code, cities and counties are authorized to enter into interlocal cooperation agreements for governmental purposes; and

WHEREAS, the investigation, detection, apprehension, and prosecution of individuals involved in automobile thefts and related crimes are priorities of police agencies at the city and county levels; and

WHEREAS, the CITY has applied to the Automobile Theft Prevention Authority (ATPA) for grant funds to fund a cooperative consolidation of the BCSO VTRAP and SAPD ReACT Unit; and

WHEREAS, the existence of different units under the BCSO and SAPD has resulted in a duplication of efforts and a dilution of resources; and

WHEREAS, the BCSO and SAPD desire to combine their units to form a single Regional Auto Crimes Team (ReACT) in order to alleviate duplication of efforts and to maximize resources; and

WHEREAS, in that there is evidence that automobile thefts exist in the CITY and COUNTY areas, and that such illegal activity has substantial and detrimental effect on the health and general welfare of the people of the COUNTY and CITY, the parties hereto agree to the following:

DESCRIPTION OF SERVICES

- 1.01 The ReACT will perform the following activities and duties: (a) disrupt the illicit automobile thefts in the CITY and COUNTY areas by immobilizing targeted violators and trafficking organizations; (b) gather and report intelligence data relating to trafficking in automobile theft and related activities; and (c) conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that ReACT activities will result in effective prosecution before the courts of the United States and the State of Texas.

- 1.02 In order to accomplish the objectives of the ReACT, the BCSO agrees to detail one sergeant and two deputies to the ReACT for the period of the ATPA Grant **SA-T04-10063-04**. During this period, the BCSO deputies will be under the direct supervision of the BCSO sheriff or his designee and shall coordinate activities with the ReACT project director. Case assignments of each parties' personnel shall be the responsibility of each parties' respective department head or his designee with liaison with the project director to avoid duplication of effort. It is agreed the BCSO officers detailed to the ReACT shall not be considered to be employees of the SAPD.

RESPONSIBILITIES OF PARTIES

- 2.01 All officers working in the ReACT shall adhere to their respective department's policies and procedures. Failure to adhere to applicable policies and procedures shall be a ground for termination of the BCSO deputy's assignment under this agreement.
- 2.02 During the period of this agreement, each party hereto will remain responsible for establishing the salary and benefits for their respective employees and for making all payments due them. The SAPD, from grant funds only and not otherwise, shall reimburse the COUNTY for payments of salary and fringe benefits only as authorized by the ATPA Grant **SA-T04-10063-04** approved budget up to and not to exceed the approved budget amount of **\$118,137** or such amount as adjusted during the grant period allocated to said employees. It is specifically agreed and understood that no overtime or travel expenses will be incurred by BCSO deputies without the specific prior authorization of the project director. Assignment of vehicles to the BCSO deputies shall be at the sole discretion of the project director. All additional costs and expenses including equipment and supplies for the BCSO deputies shall be paid for by the COUNTY without reimbursement by SAPD. Each party shall make the above payments from current revenues available to the paying party. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 362 ARE INAPPLICABLE TO THIS AGREEMENT.
- 2.03 The parties further agree that all expenditures of forfeited property shall comply with all applicable laws, rules and regulations.

- 2.04 The COUNTY and the CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001, *et seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident injury or death.
- 2.05 The ReACT shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions to facilitate on-site inspection and auditing of such records and accounts, if necessary.
- 2.06 The ReACT shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing that law, 28 CFR Part 42, Subparts C and D.

TERM

- 3.01 The term of this agreement shall be from **September 1, 2003**, to **August 31, 2004**. This agreement may be terminated by either party on thirty days' written notice. Billings for all outstanding obligations must be received by the SAPD within ninety days of the date of termination of this agreement.

OWNERSHIP OF EQUIPMENT

- 4.01 Upon termination of this agreement, ownership of equipment, hardware and other non-expendable items will revert to the SAPD except any such items purchased by the COUNTY, subject to approval of the ATPA and the project director.

ENTIRE AGREEMENT

- 5.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereto, 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.

ASSIGNMENT

- 6.01 Neither this Agreement nor any duties or obligations under it shall be assignable by the parties.

AMENDMENTS

- 7.01 This Agreement may be amended by the mutual agreement of the parties in writing to be attached to and incorporated into this Agreement.

LEGAL CONSTRUCTION

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

GOVERNING LAW

- 9.01 The validity of this Agreement and of any of its terms or provisions shall be governed by the laws of the State of Texas, and this Agreement is performable in Bexar County, Texas.

NOTICES

- 10.01 All notices to either party shall be deemed given when either delivered in person or deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party as follows:

If to Bexar County

Nelson W. Wolff
Bexar County Judge
Bexar County Commissioner's Court
Fifth Floor
San Antonio, Texas 78205

Ralph Lopez
Bexar County Sheriff
200 N. Comal
San Antonio, Texas 78207

and,

Edward Schweninger
Assistant Criminal District Attorney
Chief - Civil Section
300 Dolorosa, Suite 4049
San Antonio, Texas 78205-3030

If to City of San Antonio

Terry M. Brechtel
City Manager
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

and,

Albert A. Ortiz
Police Chief
City of San Antonio
San Antonio Police Department
214 W. Nueva
San Antonio, Texas 78205

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL
HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL**, on this the
_____ day of _____, 2002.

COUNTY OF BEXAR

CITY OF SAN ANTONIO

NELSON W. WOLFF
County Judge

TERRY M. BRECHTEL
City Manager

BEXAR COUNTY SHERIFF'S
OFFICE

SAN ANTONIO POLICE
DEPARTMENT

RALPH LOPEZ
Bexar County Sheriff

Albert A. Ortiz

Albert A. Ortiz
Police Chief

ATTEST:

GERRY RICKHOFF

County Clerk

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FINANCIAL:

EDWARD SCHWENINGER

Assistant Criminal District

Attorney - Civil Section

TOMMY J. TOMPKINS

County Auditor

MARCUS JAHNS

Executive Director of

Planning and Resources