

CONSENT AGENDA
ITEM NO. 28

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

TO: Mayor and City Council

FROM: Albert A. Ortiz, Chief of Police

THROUGH: Terry M. Brechtel, City Manager

COPIES: Christopher J. Brady, Assistant City Manager

SUBJECT: Ordinance Authorizing a Cost Reimbursement Agreement with
San Antonio Fighting Back for Law Enforcement Services

DATE: July 29, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to execute a Cost Reimbursement Agreement for up to \$175,000 with San Antonio Fighting Back, for overtime costs associated with public safety activities incurred from October 1, 2003 through September 30, 2004 of the Weed and Seed Initiative.

Staff recommends approval.

BACKGROUND INFORMATION

Since 1991, the Department of Justice has awarded the San Antonio Weed and Seed Initiative funds to combat and prevent violent crime in areas plagued by criminal activity. Past grants have funded directed patrols, and community policing activities within the East and West Weed and Seed areas. In 1996 funds were not set aside to fund law enforcement activities. However, the San Antonio Police Department continued its commitment to those communities by providing in-kind community-policing efforts, and the Drug Education for Youth Program. In fiscal year 2003-2004, the Justice Department resumed funding for law enforcement initiatives. Funds were delayed in 2003 due to issues at the Department of Justice and San Antonio Fighting Back but not related to the San Antonio Police Department.

From October 1, 2003 through March 3, 2004, a total of \$47,436 has been expended by the San Antonio Police Department to continue necessary efforts. The authorization of this Cost Reimbursement Agreement will assist the Department during a critical budget year. The remaining funds will be used to continue covert operations, directed patrols, implement community neighborhood restoration projects, continue the Drug Education for Youth Program and work with the Steering Committee members to set goals and a strategic plan for both East and West Weed and Seed areas.

POLICY ANALYSIS

The proposed ordinance continues City Council policy of seeking financial assistance from outside sources for law enforcement programs.

FINANCIAL IMPACT

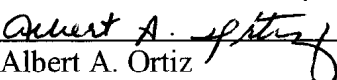
The Cost Reimbursement project will be charged for past overtime expenditures by the Police Department and the reimbursable amount will be credited to recover General Fund overtime expenditures. The Department will be reimbursed in two requests August 15, 2004 and October 15, 2004. No matching contribution is required. A proposed budget is attached.

COORDINATION

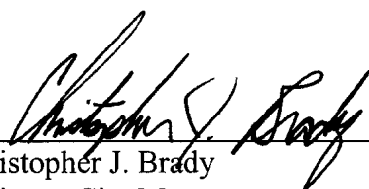
This proposed ordinance has been coordinated with the City Attorney's Office, the Finance Department, and Asset Management.

SUPPLEMENTAL COMMENTS

The required Ethics Disclosure Statement and a copy of the signed agreement are attached.




Albert A. Ortiz
Chief of Police



Christopher J. Brady
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

Budget
Weed and Seed Law Enforcement Initiative
October 1, 2003-September 30, 2004
Cost Reimbursement

Project 26-012267
Activity 17-10-41
Fund Only Index No. 006316

REVENUES

Char.	Obj Code	Index	Description	
00	008	083675	Office of Justice Programs San Antonio Fighting Back	\$175,000
Grand Total				\$175,000

EXPENDITURES

Char.	Obj Code	Index	Description	
01	010	689927	Regular Salaries & Wages	\$0
01	011	691675	Overtime Salaries & Wages	\$170,000
01	030	695130	Retirement Benefits - Social Security	\$5,000
01	040	696419	Retirement Benefits - TMRS	\$0
01 Personal Services				\$175,000

Project Total **\$175,000**

City of San Antonio
Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

N/A

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

N/A

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

N/A

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

San Antonio Fighting Backs Inc.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

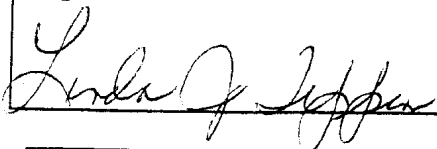
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A	N/A	N/A

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: Executive Vice President Company: San Antonio Light Rail Authority	Date: 12/2/03

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**AGREEMENT FOR
THE WEED & SEED PROJECT**

This agreement for the Weed & Seed Project ("Agreement") is made and entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, 2004 and San Antonio Fighting Back, ("SAFB"), a non-profit entity, both of which may be referred to collectively as the "Parties".

WHEREAS, the Executive Office of the United States Attorneys ("EOUSA") and the Office of Justice Programs ("OJP") joined together to fund a major crime initiative known as Weed and Seed (the "Project"); and

WHEREAS, the purpose of the Project is to demonstrate an innovative, comprehensive, and integrated multi-agency approach to law enforcement and community revitalization for controlling and preventing violent crime, drug abuse, and gang activity in targeted high crime neighborhoods; and

WHEREAS, the Project requires the coordinated efforts of Federal, State and City agencies, both in the public and private sectors; and

WHEREAS, specific program goals include: elimination of violent crime, drug trafficking, and drug related crime from targeted areas, reducing gang related influence, enhancing harmonious working relationships between law enforcement agencies and the community they serve, assisting in the provision and referral of social service efforts, addressing specific quality of life issues, maximizing the impact of personal growth initiatives, restoring a sense of neighborhood pride and personal self-esteem of target area residents, providing a safe environment for law-abiding citizens to live, work and raise families; and

WHEREAS, the EOUSA and the OJP have granted a sum of money to SAFB to use in support of the Program, and SAFB has other funding sources for the program, as well; and

WHEREAS, the City of San Antonio Police Department ("SAPD") is the primary law enforcement entity for the City; and

WHEREAS, SAFB desires to use the services of the SAPD in support of the Program; NOW THEREFORE, the Parties agree as follows:

ARTICLE I. TERM

- 1.01 This Agreement shall be for a one-year term, beginning on October 1, 2003 and ending on September 30, 2004, unless terminated earlier in accordance with the provisions hereof.
- 1.02 This Agreement may be terminated upon 60 days written notice by City, and upon 120 days written notice by SAFB without penalty.

ARTICLE II. SCOPE OF SERVICES

- 2.01 In exchange for the compensation set forth in Article III. Compensation, CITY, through SAPD, shall, consistent with normal law enforcement practices, provide the following categories of services in the target areas, and areas which impact the target areas, with the objective of furthering Program goals:
 - a. Community/Neighborhood Restoration – SAPD will develop community clean-ups, graffiti clean-ups, and research and investigate sites for possible demolition, working with Operation Crackdown to develop a drug nexus to rid the area of empty buildings and identify rehabilitation programs and opportunities. SAPD will work with local businesses to maintain safe areas for economic development and meet such other requests of the Steering Committee as may be possible;
 - b. Community Policing Events – SAPD will assist with youth projects and elderly services for all schools and community centers within the targeted areas; assist with the implementation of Health Fairs. SAPD will meet with the Steering Committee to determine quality of life issues that can be addressed in partnership with law enforcement, and coordinate activities to prevent duplication. Community policing events will be designed to guide children away from drugs and foster trusting relationships with law enforcement officers;
 - c. Directed Patrols – SAPD will conduct preventative and hot spot patrols on bicycles and in vehicles in areas identified from actual citizen complaints and through calls for service, using covert operations to decrease the trafficking, sale and distribution of illegal drugs;
 - d. Drug Education for Youth (DEFY) Camp – SAPD will participate in this two phase anti-drug/gang program. The DEFY program involves 30 children over an eleven month period. The children attend a five-day residential camp and then participate in monthly activities including curriculum and entertaining events, culminating in a final trip at the end of the tenth month. DEFY utilizes children's school grades, site visits with parents and behavior at activities to identify at risk youth and to guide children away from drugs;
 - e. Global Information System ("GIS") Mapping – SAPD will utilize Global Information Systems (GIS) mapping to record data relevant to the program goals, including the compilation of Uniform Crime Reports ("UCR") statistics to measure drug related crime

reduction. SAPD will also utilize GIS mapping to schedule activities based on calls for service and reports.

- 2.02 As part of the activities listed in section 2.01, SAPD will, consistent with normal law enforcement practices, and with the objective of furthering Program goals:
- a. provide interdiction;
 - b. conduct arrest sweeps;
 - c. conduct covert operations;
 - d. utilize special task force members;
 - e. identify and arrest those persons who are suspected of being involved in illegal drug activities; and
 - f. continue providing existing activities within the Weed and Seed communities to deter criminal activity and drug-related crime in the target area.
- 2.03 The target areas for which the services herein will be provided are shown on the map attached hereto and incorporated herein as Exhibit A. However, nothing herein shall be deemed to prevent City from providing services reimbursable in accordance with Article III. Compensation in areas that are closely linked to the target areas.

ARTICLE III. COMPENSATION

- 3.01 In consideration of CITY's performance of the services and activities set forth in this Agreement, SAFB agrees to reimburse CITY for its overtime pay and other costs associated with the services described in Article II, in an amount not to exceed \$175,000.00, to be paid to CITY as follows:
- a. City shall submit invoices to SAFB during the months of June, September and January;
 - b. SAFB shall pay the amount due in each invoice within 30 days of receipt of an invoice from the City.
- 3.02 There shall be no penalty to City for failing to submit an invoice in a timely manner or during a month in which City would ordinarily submit an invoice, and SAFB agrees to pay, up to the limit established in 3.01, all invoices in full regardless of when submitted. This provision shall survive termination of this agreement.
- 3.03 Reimbursable expenses shall include, but not be limited to the following:
- a. overtime pay for officers and administrative staff;
 - b. confidential informants fees;
 - c. costs associated with community policing activities and directed patrols;

- d. training for officers and administrative staff as required by the Executive Offices of Weed & Seed, including registration fees;
- e. travel expenses incurred in attending the training required by the Executive Offices of Weed & Seed, including airfare, hotel, per diem, and any other travel related expenses;
- f. costs of demolition of structures through Operation Crackdown for which a drug nexus has been established; and
- g. costs related to activities held for the benefit of community members in furtherance of Quality of Life and Economic Development Projects.

ARTICLE IV. INDEPENDENT CONTRACTOR STATUS

4.01 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the Parties. Under no circumstances shall either Party, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the other Party.

ARTICLE V. RECORDS

5.01 All books, records, documents and information (the "records") shared by the parties for the purpose of providing services as described in this Agreement shall be and remain the property of the Party with whom such records originated.

ARTICLE VI. NOTICES AND ADDRESSES

6.01 All notices required or permitted to be given under this Agreement shall be in writing and 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 at the following address or to such other address as either party may from time to time designate in writing.:

If to SAFB: 2803 E. Commerce
San Antonio, Texas 78203

If to City: Rachel O'Donnell
14 W. Nueva, Room 330
San Antonio, Texas 78207

6.02 Notice of changes 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.

ARTICLE VII. ENTIRE AGREEMENT

7.01 This Agreement, together with its authorizing ordinance, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article X. Amendments.

ARTICLE VIII. ASSIGNMENT

8.01 Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by either Party without the prior written consent of the other Party. Any such attempt at assignment without prior approval shall be void.

ARTICLE IX. TEXAS LAW TO APPLY

9.01 This Agreement is performable in Bexar County, Texas, and the validity of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties further agree that venue for any legal action, claim or dispute arising under this Agreement will be in Bexar County, Texas.

ARTICLE X. AMENDMENT

10.01 No amendment, supplementation, 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 hereto and authorized by the City Council of the City of San Antonio.

ARTICLE XI. LEGAL CONSTRUCTION

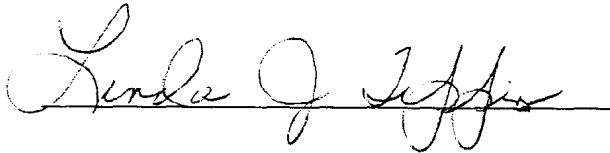
11.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such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

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH HAVE THE FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE AS OF THE 1 DAY OF OCTOBER, 2003.

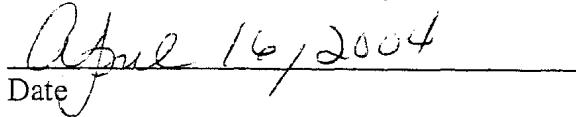
CITY OF SAN ANTONIO

SAN ANTONIO FIGHTING BACK

By: _____



Date _____


Date

Approved as to form:

City Attorney