

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

ITEM NO. 27

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; File
SUBJECT: 2004 Local Law Enforcement Block Grant (LLEBG)
DATE: September 2, 2004

SUMMARY AND RECOMMENDATIONS

The purpose of this ordinance is to authorize the City Manager or her representative to accept a \$333,785 Local Law Enforcement Block Grant (LLEBG) 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 \$37,087 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. The 2004 grant is the ninth awarded to the City. The amount of this year's award is 46% less than last year as a result of Congress appropriating fewer dollars for the program. As in past years, the funding received from this grant is placed in an interest bearing account. All interest must be expended for the grant project as required by special conditions of the award. Therefore, this ordinance also authorizes the expenditure of all accrued interest. In past years, the average amount of accrued interest has been \$9,000.

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 proposed grant award amounts to large cities and their corresponding counties. The Federal enabling legislation contains a provision that allows states' attorney generals (SAGs) to certify selected jurisdictions as disparate jurisdictions when these differences in funding levels occur. The City and Bexar County are in this category. Since 1999, the SAG has certified San Antonio and Bexar County as disparate jurisdictions. Federal guidelines require the resolution of the disparate jurisdiction situation to be negotiated locally. The City and County have agreed that the separate grant amounts awarded to the City and County should be combined and split with

50% of the total going to each agency. The respective agencies must provide their own matching dollars. An Interlocal Agreement has been prepared to effect the split of funds. A copy of the Interlocal Agreement is attached.

The grant will be used to support continued operations of the Gang Detail and to purchase 16 in-car video-recording devices and associated computer hardware necessary to store the video images. The 16 cars will be deployed in the six areas identified as "high odds ratio locations" by a consultant's analysis of traffic stop data collected by the Police Department.

POLICY ANALYSIS

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

FISCAL IMPACT

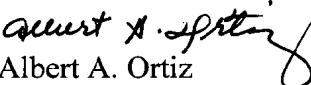
A matching contribution of \$37,087 is required and will be funded from the Police Department's Confiscated Property Fund. The match amount is included in the proposed FY 2005 Confiscated Property Fund budget. A proposed grant budget is attached.

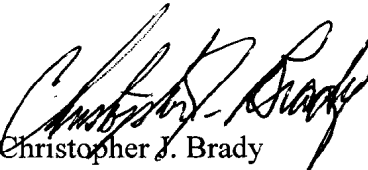
COORDINATION

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

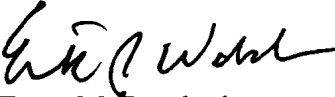
SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is not required.


Albert A. Ortiz
Chief of Police


Christopher J. Brady
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

BUDGET
2004 LOCAL LAW ENFORCEMENT BLOCK GRANT
GRANT # 2004-LB-BX-0869
October 1, 2004-September 30, 2006

Project No.: 26-028075

Activity No. 17-10-46

REVENUES

Char.	Object	Description		
00	004	BUREAU OF JUSTICE ASSISTANCE	\$	333,785
00	008	INTEREST ON TIME DEPOSITS		
00	009	TRANSFER FROM CONFISCATED PROPERTY FUND (29-012004)	\$	37,087
Total Revenues			\$	370,872

EXPENDITURES

Char.	Object	Description		Amount
01	010	REGULAR SALARIES	\$	-
01	011	OVERTIME	\$	81,772
01	030	SOCIAL SECURITY	\$	2,000
01	040	TMRS	\$	500
Total Personal Services			\$	84,272
02	110	COMMUNICATIONS-TELEPHONES	\$	6,000
02	112	PAGERS	\$	2,150
02	114	CELLULAR PHONES	\$	18,450
Total Contractual			\$	26,600
05	360	COMPUTER EQUIPMENT	\$	75,000
05	373	MACH. & EQUIP. OTHER	\$	185,000
Total Commodities			\$	260,000
Total Expenditures			\$	370,872

STATE OF TEXAS
COUNTY OF BEXAR

§ INTERLOCAL AGREEMENT FOR
§ ALLOCATION OF LOCAL LAW
§ ENFORCEMENT BLOCK GRANT FUNDS

This Interlocal Agreement for Allocation of Local Law Enforcement Block Grant Funds (the "Agreement") between County of Bexar, a political subdivision of the State of Texas ("County") and the City of San Antonio, a Texas home-rule municipal corporation ("City"), is entered into pursuant to authority granted under the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001, *et. seq.*

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is the allocation of Local Law Enforcement Block Grant ("LLEBG") funds awarded to the Parties pursuant to the Omnibus Consolidated Rescissions and Appropriations Act of 1996 ("P.L. 104-134") in grant year 2004.

ARTICLE II
ALLOCATION

2.01 Pursuant to H.R. 728, §104(b)(9), incorporated into P.L. 104-134, the Parties agree to and shall allocate the LLEBG funds for grant year 2004 to projects that reduce crime, improve public safety and better serve the efficient administration of justice, taking into account the Office of the Texas Attorney General's certification to the U.S. Department of Justice regarding the "disparate funding situations" in Bexar County, Texas regarding receipt of grant money under the Local Law Enforcement Block Grant program.

2.02 The Parties agree to and shall adjust the allocation of the total combined LLEBG funds awarded respectively to the Parties in 2004 as follows: a) 50 percent of the total combined 2004 award to the City; and, b) 50 percent of the total combined 2004 award to the County.

ARTICLE III
APPLICATION FOR FUNDS

3.01 The Parties agree to and shall separately and timely fulfill all requirements to receive grant funds under the LLEBG Program administered in grant year 2004 and shall cooperate with each other as may be necessary to facilitate each respective Party's timely grant application and/or request.

3.02 Each Party warrants and represents that their respective grant request under the LLEBG Program for grant year 2004 shall fully comply with all legal requirements for use of such funds and for the purposes specified in H.R. 178 and all other applicable statutes, rules or regulations pertaining to the LLEBG Program.

3.03 The Parties agree to and shall comply with all matching fund requirements for their respective awards.

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 2004.

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:

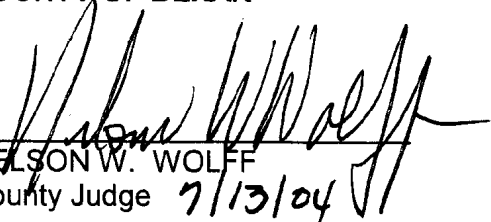
David Smith
Executive Director
Planning and Resource Management Department
410 S. Main Street, Suite 208
San Antonio, Texas 78204

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., 2004.

COUNTY OF BEXAR

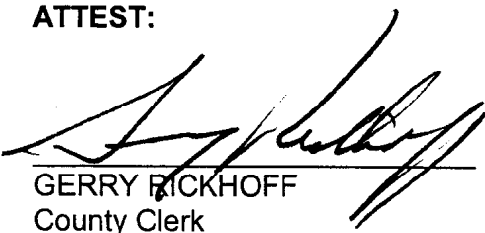
CITY OF SAN ANTONIO


NELSON W. WOLFF
County Judge 7/13/04

TERRY M. BRECHTEL
City Manager

ATTEST:

ATTEST:


GERRY RICKHOFF
County Clerk


LETICIA M. VACEK
City Clerk

APPROVED AS TO LEGAL FORM:

APPROVED:

SUSAN D. REED
District Attorney
Bexar County, Texas

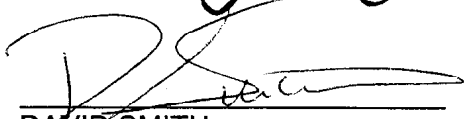
BY:


SHERI BRYCE DYE
Assistant Criminal District
Attorney - Civil Section

ANDREW MARTIN
City Attorney

APPROVED AS TO FINANCIAL CONTENT:


TOMMY J. TOMPKINS
County Auditor


DAVID SMITH
Budget Officer and Executive Director
Planning and Resource Management