

**CITY OF SAN ANTONIO
POLICE DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA
ITEM NO. 20

TO: Mayor and City Council

FROM: Albert A. Ortiz, Chief of Police

SUBJECT: Ordinance Request to Accept a Texas Automobile Theft Prevention Authority (ATPA) Grant.

DATE: August 11, 2005

SUMMARY AND RECOMMENDATIONS

An ordinance authorizing the acceptance of a grant in the amount of \$900,000.00 from the Texas Automobile Theft Prevention Authority (ATPA) for the grant period of September 1, 2005 to August 31, 2006; authorizing an Interlocal Agreement between the City of San Antonio and the Bexar County Sheriff's Office to fund two (2) deputies for an amount not to exceed \$127,333.00; and authorizing a cash match of \$498,018.00 from the General Fund.

Staff recommends approval.

BACKGROUND INFORMATION

The mission of ATPA 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.

The grant proposal requests continued funding for the current Automobile Theft Prevention Authority Grant. The project is called Regional Auto Crimes Team (ReACT). While this project continues the Police Department's efforts at combating auto theft crimes, the task force will be a multi-jurisdictional unit 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. Other agencies involved include the Bexar County Sheriff's Office, the Texas Department of Public Safety (DPS), and the National Insurance Crime Bureau (NICB).

Proposed grant funded positions will include the following: one (1) Police Lieutenant; one (1) Police Sergeant; seven (7) 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, two (2) Bexar County Sheriff Detective Investigators; two (2) DPS Motor Vehicle Theft & Salvage (MVTs) Investigators; and one (1) NICB agent (see Interlocal Agreement).

Fiscal Year 2006 is the fourteenth year this grant will be awarded to the San Antonio Police Department. For FY2006 the total grant funding awarded is \$900,000, which is a \$51,244 increase over last year's award. The grant currently funds a total of thirteen (13) positions (11 City positions and 2 County positions). The grant serves the San Antonio Metropolitan Area.

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 program from ATPA 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.

FISCAL IMPACT

The proposed program budget totals \$3,004,112, including \$1,606,094 of in-kind contributions. Of the \$1,606,094 the City will contribute \$1,192,402, the Department of Public Safety \$138,361, Bexar County Sheriff's Office \$202,935, and the National Insurance Crime Bureau \$72,396. A General Fund cash match of \$498,018 is also required, of this \$451,634 is already budgeted in the Police Department's base budget and the remaining balance of \$46,384 is included as a mandate in the Fiscal Year 2005/2006 budget. The cost of the non-city positions funded by the grant will be reimbursed to the appropriate organization in accordance with an interlocal agreement developed when the grant is awarded.

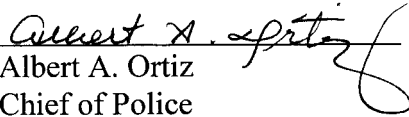
COORDINATION

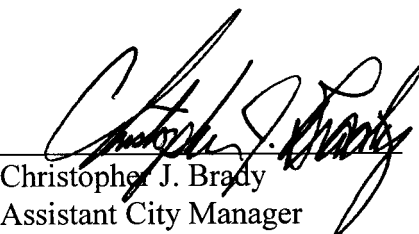
This ordinance request has been coordinated with the Finance Department, the City Attorney's Office, and the Office of Management and Budget.


SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form is not required.

The interlocal agreement between the City of San Antonio and the Bexar County Sheriff's Office 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


Christopher J. Brady
Assistant City Manager


J. Rolando Bono
City Manager

AUTOMOBILE THEFT PREVENTION AUTHORITY

ATPA GRANT NO. SA-T04-10063-06

REGIONAL AUTO CRIMES TEAM (ReACT)

INTERNAL ORDER NO. 117000000064

SEPTEMBER 1, 2205 to AUGUST 31, 2006

PERSONNEL COMPLEMENT

Grant Funded Positions:

City Positions:

<u>Job Class</u>	<u>Job Title</u>	<u>Number of Positions</u>
0605	Police Lieutenant	1
0604	Police Sergeant	1
0603	Police Detective Investigator	7
0041	Administrative Assistant II	1
0040	Administrative Assistant I	<u>1</u>
	Total City Positions	11

Other Positions:

Bexar Co. Sheriff Sergeant	1
Bexar Co. Sheriff Detective Investigator	4
DPS – MVTS Investigator	2
NCIB Agent	<u>1</u>
Total Other Positions	8

Automobile Theft Prevention Authority (ATPA)		
Regional Auto Crimes Team (ReACT)		
September 1, 2005 through August 31, 2006		
Internal Order No. 117000000064		
ATPA Grant # SA-T04-10063-06		
General	Description	
Ledger	Revenue	Budget
4501110	ATPA Grant # SA-T04-10063-06	900,000
6101100	General Fund Cash Match	498,018
6500000	In-Kind Contributions	1,606,094
	Total Revenue	3,004,112
5101010	Regular Salaries & Wages	579,900
5101020	Overtime	22,798
5101050	Language Pay	1,200
5101060	Longevity Pay	84,892
5103005	FICA & Medicare Expense	8,712
5103010	Life Insurance	891
5103035	Personal Leave Buy-Back	12,720
5103055	Car Expense Allowance	3,600
5103070	Clothing Allowance	4,320
5104003	F&P Retiree Prepaid Health	60,132
5104009	Court Duty	0
5104027	F&P Pension	153,602
5104033	CLEAT Insurance	13,122
5104045	Police Certification Pay	26,280
5104060	Education Incentive Pay	14,880
5105010	Retirement Expense (TMRS)	8,848
5201025	Education	1,625
5201040	Fees to Prof. Contractors	2,500
5202025	Other Contractual Services	127,333
5203040	Advertising & Publications	2,250
5203050	Membership Dues & Licenses	1,050
5204020	Maint & Rep - Cmrc	0
5204070	Rental of Field Equipment	75,000
5204090	Maint & Rep - Automotive	0
5205010	Mail & Parcel Post	420
5206010	Rental of Facility	71,396
5207010	Travel - Official	12,437
5301020	M&R Parts Automotive	0
5302010	Office Supplies	6,972
5304005	Clothing & Linen Supplies	0
5304050	Tools & Apparatus	4,739
5403010	Phone & Fax Service	12,000
5403030	Rental of Pagers	1,100
5403040	Cellular Phone Service	8,000
5403545	Motor Fuel & Lubricants	0
5404510	Automotive Admin Charge	0
5405030	Liability Hazard & Fidelity Insurance	976
5405040	Health benefits Assessments	59,928
5501055	Machinery & Equipment - Other	1,950
5709020	Building	5,695
5709060	Mach & Equip-Other >\$5,000	6,750
6501010	In-Kind Salaries	1,485,277
6602020	In-Kind Contractual Services	1,708
6704080	In-Kind Other Commodities	1,062
6806520	In-Kind Miscellaneous Expense	118,047
	Total Expenditures	3,004,112

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 two deputies to the ReACT for the period of the ATPA Grant **SA-T04-10063-06**. 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-T04-10063-06** approved budget up to and not to exceed the approved budget amount of **\$127,333** 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, 2005**, to **August 31, 2006**. 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 forty-five (45) 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

J. Rolando Bono
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
_____, 2005.

COUNTY OF BEXAR

CITY OF SAN ANTONIO

NELSON W. WOLFF
County Judge

J. ROLANDO BONO
City Manager

BEXAR COUNTY SHERIFF'S
OFFICE

SAN ANTONIO POLICE
DEPARTMENT

RALPH LOPEZ
Bexar County Sheriff

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

DAVID SMITH
Executive Director of
Planning and Resources