

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

CONSENT AGENDA
ITEM NO. **53**

TO: Mayor and City Council

FROM: Albert A. Ortiz, Chief of Police

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

DATE: December 15, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to execute a Cost Reimbursement Agreement in the amount of \$218,800.00 with San Antonio Fighting Back, primary grantee of the Weed and Seed Initiative. The ordinance will cover overtime costs, confidential informant fees and machinery and equipment associated with public safety activities incurred from April 1, 2005 through March, 31, 2006. The agreement will reimburse overtime costs for public safety activities directed toward the elimination of violent crime, drug trafficking, gang related influences and providing community policing services within the Weed and Seed areas.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

The Weed and Seed Initiative began in 1991 by the San Antonio Police Department and is one of the ten original sites that continue to provide problem oriented policing within the designated areas. The initiative now exists in over 250 cities across the country. The San Antonio Police Department wrote and administered the original grant from 1991 through 1995 until the grant was transferred in 1996 to San Antonio Fighting Back for the delivery of seeding initiatives. San Antonio Fighting Back is a non-profit agency that provides a variety of social service programs and partners at the grass-roots level to maximize existing resources.

Law enforcement funds were eliminated in 1996 by the Executive Office of Weed and Seed for five years and the San Antonio Police Department recommended that San Antonio Fighting Back apply directly to the federal government to continue "seeding" initiatives. The San Antonio Police Department continued to support Weed and Seed activities after the funding ceased until law enforcement dollars became available in 2002. San Antonio Fighting Back requested that the San Antonio Police Department partner with them to provide public safety activities. The law enforcement funds for 2005-2006 will be used to reimburse the San Antonio Police Department for overtime costs associated with covert operations, directed patrols, community neighborhood restoration projects, the Drug Education for Youth Program and Steering Committee goal setting and strategic planning 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 to supplement existing public safety activities. This Cost Reimbursement Agreement will enable the San Antonio Police Department to provide the communities with additional covert activities, community policing initiatives and the enhancement of neighborhood partnerships.

FISCAL IMPACT

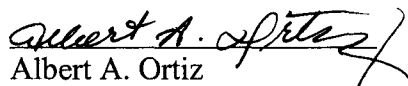
The Cost Reimbursement project will be charged for past overtime expenditures by the Police Department and the reimbursable amount will be credited to recover General Fund overtime expenditures. The Department will be reimbursed on a monthly basis by San Antonio Fighting Back beginning in December 2005. The funds are provided through San Antonio Fighting Back by a federal grant through the Community Capacity Development Office. No matching contribution is required. A proposed budget is attached.

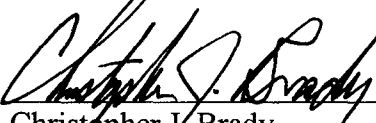
COORDINATION


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

SUPPLEMENTARY COMMENTS

The required Discretionary Contracts Disclosure Form and a copy of the signed agreement are attached.


Albert A. Ortiz
Chief of Police, Police Department


Christopher J. Brady
Assistant City Manager


Sheryl Sculley
City Manager

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

None

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☒ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

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. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:


(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature: 	Title: Executive Vice President Company or D/B/A: San Antonio Fighting Back, Inc.	Date: 11-9-05
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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.

**2005-2006 Weed and Seed
Law Enforcement**

Internal Order # 117000000067

DOJ Grant #: 2005-WS-Q5-0144 & 2005-WS-Q5-0200

Budget Period: 04-01-05 to 03-31-05

G/L		Total Revenues	
4501160	San Antonio Fighting Back		\$218,800
		Total Expenditures	
5101020	Overtime Salaries		\$203,720
5103005	FICA & Medicare Expense		\$6,000
5105010	Retirement Expense		\$4,000
		Personal Services	\$213,720
5201040	Confidential Informant Fees/Buy Money		\$2,680
		Fees to Pros	\$2,680
5501055	Machinery & Equipment		\$2,400
		Capital Outlay	\$2,400
		Total	\$218,800