

AN ORDINANCE 2016-09-29-0754

**AUTHORIZING AN AGREEMENT BETWEEN THE CITY
OF SAN ANTONIO AND THE SAN ANTONIO HOUSING
AUTHORITY TO PROVIDE FOR REIMBURSEMENT OF
EXPENSES INCURRED BY THE SAN ANTONIO POLICE
DEPARTMENT IN PROVIDING SERVICES IN SUPPORT
OF THE EASTSIDE DRUG MARKET INTERVENTION
INITIATIVE NOT TO EXCEED \$30,000.00.**

WHEREAS, the San Antonio Housing Authority (SAHA) has received grant funds from the U.S. Department of Justice to support its Eastside Drug Market Intervention initiative (DMI); and

WHEREAS, the DMI will provide for police patrols in the Eastside Choice Neighborhood to target street-level narcotics sellers; and

WHEREAS, SAHA wishes to engage the San Antonio Police Department (SAPD) to provide certain police services in support of the DMI; and

WHEREAS, SAHA will reimburse SAPD for the costs SAPD incurs in providing these services in an amount not to exceed \$30,000.00; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

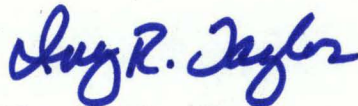
SECTION 1. The City Manager and her designee are hereby authorized to execute a contract with the San Antonio Housing Authority for certain police services provided by the San Antonio Police Department in support of the Eastside Drug Market Intervention initiative. The terms and conditions of the contract shall be substantially the same as those set out in the draft contract attached hereto as **Exhibit I**.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 11001000, Internal Order 217000000029, and GL 6301120.

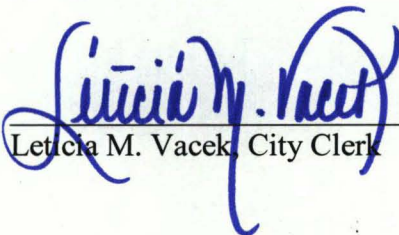
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts, as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

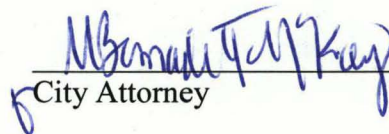
PASSED AND APPROVED this 29th day of September, 2016.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


City Attorney

Agenda Item:	38 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 42A, 42B, 43A, 43B, 43C, 43D)						
Date:	09/29/2016						
Time:	09:18:41 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with the San Antonio Housing Authority to provide for reimbursement of expenses incurred by the San Antonio Police Department in providing services in support of the Eastside Drug Market Intervention initiative in an amount not to exceed \$30,000.00. [Erik Walsh, Deputy City Manager; William McManus, Chief, Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x			x	

POLICE SERVICES AGREEMENT

This agreement is made and entered into by and between the City of San Antonio (CITY) and the San Antonio Housing Authority (SAHA).

WHEREAS, the San Antonio Housing Authority (SAHA) has received grant funds in the amount of \$30,000.00 from the U.S. Department of Justice (DOJ) to support its Drug Market Intervention initiative (DMI); and

WHEREAS, the DMI will provide for focused deterrence targeting street-level narcotics sellers in the Eastside Choice Neighborhood (ECN) in an effort to: (1) reduce overall and violent crime within the ECN; (2) strengthen relationships between SAPD and both residents and businesses within the ECN; (3) stimulate economic development within the ECN; and (4) enable longer-term revitalization strategies to succeed; and

WHEREAS, SAHA wishes to engage the San Antonio Police Department (SAPD) to provide certain police services in support of the DMI; and

WHEREAS, SAHA will reimburse SAPD for the costs SAPD incurs in providing these services in an amount not to exceed \$30,000.00; **NOW THEREFORE:**

I. TERM

- 1.1 This agreement shall commence upon its execution and shall terminate December 31, 2016, unless terminated earlier pursuant to the provisions hereof.

II. SCOPE OF SERVICES

A. Definitions

- 2A.1 The definitions set out below shall be applicable to the provisions of this agreement.
- 2A.2 "Police Services" shall mean service provided by police officers, on an overtime basis, who are working in investigative and enforcement capacities to accomplish the activities of the Drug Market Intervention strategy. This strategy will focus on street level narcotic sells in the ECN through undercover buy operations and surveillance. Police Services includes the services of a supervisor to coordinated and lead the aforementioned services.

"Drug Market Intervention strategy" shall mean a strategy focused on street level narcotic sells through undercover buy operations and surveillance followed by selected "Call-ins" for offenders.

"Call-ins" shall mean a meeting, individually or in a group setting, with selected

offenders as determined by SAPD and SAHA, to deter offender's behavior through outreach services and adjudication of current case with no repeat offense by the offender.

B. Services

- 2B.1 Police Services with the drug market intervention strategy shall be provided in areas determined by SAPD in the ECN.
- 2B.2 Operational demands will determine the length of time for operations in the ECN while striving to provide Police Services to multiple locations within ECN.
- 2B.3 Police Services shall be provided by officers, detectives, and supervisors from the Narcotics Unit, East SAFFE (San Antonio Fear Free Environment) and East Patrol Units of the SAPD. Other support from various units within SAPD may be utilized if needed.
- 2B.4 Call-ins shall be conducted for selected offenders within a time determined by SAPD and SAHA.

C. General

- 2C.1 Notwithstanding anything to the contrary, Police Services are to be provided in accordance with the direction and control of CITY and its ordinances, rules, and regulations.
- 2C.2 The provision of Police Services shall be coordinated with other specialized SAPD units, but shall not be used as a replacement for the work of other specialized units.
- 2C.3 CITY shall coordinate the provision of Police Services with the efforts of other law enforcement agencies acting within the ECN.
- 2C.4 CITY and SAHA shall jointly monitor the provision of Police Services in an effort to identify and implement advisable adjustments to it. SAPD and SAHA will review identified suspects to determine which should be eligible for the "Call-in" activity.
- 2C.5 CITY shall ensure that the performance of the officers participating in the DMI are meeting the expectations outlined in this article. CITY shall address any disciplinary issues that arise in connection with this contract.

D. Scheduling

- 2D.1 CITY shall schedule officers to perform Police Services for the DMI.

- 2D.2 CITY shall begin providing Police Services during November 2016 unless otherwise determined by SAHA and SAPD. Said services shall continue until SAHA directs that they be discontinued or until funding limits established by this contract are reached, whichever comes first.

E. Reporting

- 2E.1 CITY agrees to provide to SAHA results from DMI activities including number of arrests made, outcome of arrests, number of narcotics sellers identified, and other non-sensitive metrics.

III. BILLING

- 3.1 In consideration of CITY's performance in a satisfactory and efficient manner of the Police Services and activities set forth in this Agreement, SAHA agrees to reimburse CITY the overtime pay paid to each SAPO officer actually performing Police Services, plus 1.45% of that amount to account for CITY's Medicare match for said pay.
- 3.2 Notwithstanding any other provision of this Agreement, the total of all payments and other obligations made and incurred by SAHA hereunder shall not exceed \$30,000.00 ("Agreement Limit"), and this Agreement shall terminate at the time SAHA has expended that Agreement Limit pursuant to the terms of this Agreement.
- 3.3 Each month, but no later than the twenty-fifth day of the month, beginning with the month following the month in which CITY begins providing Police Services pursuant to this Agreement, CITY shall submit an invoice to SAHA. Regarding the final billing, however, CITY shall be permitted sixty days from the date of termination as set out herein to submit said billing.
- 3.4 Each billing submitted pursuant hereto shall reference this Agreement and shall contain the following information: (a) the names and ranks of the officers working; (b) the number of hours worked by each officer; (c) the billing rate per hour for each officer; and (d) a description of the services, which shall include the location of services, provided by each officer; and (e) the total amount owed.
- 3.5 Within fifteen days of receipt of a properly submitted invoice submitted by CITY, SAHA agrees to pay CITY the amount of the invoice.

IV. TERMINATION

- 4.1 For purposes of this contract, "termination" of this contract shall mean termination by expiration of the contract term as set out in Article I or earlier termination pursuant to any of the provisions of this contract.
- 4.2 CITY may terminate this Agreement in accordance with this article, in whole or in part, at any time, for any reason, with ten days' written notice to SAHA. Said notice shall specify the date of termination. SAHA may terminate this Agreement in accordance with this article, in whole or in part, at any time, for any reason, with ten days' written notice to SAHA. Said notice shall specify the date of termination.
- 4.3 Within thirty days of the effective date of termination (unless an extension is authorized in writing by CITY), CITY shall submit to SAHA its claim in detail for the monies owed by SAHA for services performed under this Agreement through the effective date of termination. SAHA shall then pay all monies owed to CITY for services provided prior to receipt of CITY's notice of termination.
- 4.4 In no event shall CITY's action of terminating this Agreement be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue SAHA for any default hereunder or other action.

V. NON-WAIVER

- 5.1 Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

VI. RESERVED

VII. INSURANCE

- 7.1 SAHA and the CITY each maintain a self-insurance fund for general liability and workers' compensation claims and causes of action to meet their statutory obligations to each party's employees.
- 7.2 With respect to SAHA and the CITY, it is the stated policy of both entities not to acquire commercial general liability insurance for torts committed by employees of the

governmental subdivision who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of SAHA and the CITY under this chapter is limited to money damages in a maximum amount of \$250,000.00 for each person and \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Employees of SAHA and the CITY are provided workers' compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

VIII. CHANGES AND AMENDMENTS

- 8.1 Except when the tenants of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the tenants hereof shall be by amendment in writing executed by both CITY and SAHA.
- 8.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the tenants of this contract and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

IX. ENTIRE AGREEMENT

- 9.1 This Agreement and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the tenants 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 hereof, and only executed by the parties.

X. SEVERABILITY

- 10.1 If any clause or provision of this contract is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the city charter, city code, or ordinances of the city of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XI. NOTICES

- 11.1 For purposes of this contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

Contracts Manager
San Antonio Police Department
315 S. Santa Rosa
San Antonio, Texas 78207

SAHA

Adrian Lopez
San Antonio Housing Authority
818 S. Flores
San Antonio, Texas 78204

XII. LAW APPLICABLE

- 12.1 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.
- 12.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

XIII. LEGAL AUTHORITY

- 13.1 The signer of this agreement for SAHA represents, warrants, assures, and guarantees that he has full legal authority to execute this agreement on behalf of SAHA and to bind SAHA to all of the terms, conditions, provisions, and obligations herein contained.

XIV. PARTIES BOUND

- 14.1 This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein.

XV. GENDER

- 15.1 Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. CAPTIONS

- 16.1 The captions contained in this agreement are for convenience of reference only and in no

way limit or enlarge the terms and/or conditions of this agreement.

EXECUTED IN DUPLICATE ORIGINALS on _____, 2016.

CITY OF SAN ANTONIO

SAN ANTONIO HOUSING AUTHORITY

Sheryl Sculley
City Manager

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

DRAFT



City of San Antonio

Agenda Memorandum

File Number:16-4865

Agenda Item Number: 39.

Agenda Date: 9/29/2016

In Control: City Council A Session

DEPARTMENT: San Antonio Police Department

DEPARTMENT HEAD: William P. McManus, Chief of Police

COUNCIL DISTRICTS IMPACTED: Council Dist. 2

SUBJECT: SAPD Drug Market Intervention initiative (DMI)

SUMMARY:

This ordinance authorizes the City Manager, or her designated representative, to enter into a Memorandum of Agreement (MOA) with the San Antonio Housing Authority (SAHA) to reimburse the San Antonio Police Department (SAPD) for overtime expense incurred by the SAPD in support of the Eastside Drug Market Intervention initiative (DMI) not to exceed \$30,000.00, effective upon execution of this agreement through December 31, 2016.

BACKGROUND INFORMATION:

The San Antonio Housing Authority (SAHA) has received grant funds in the amount of \$30,000.00 from the U.S. Department of Justice (DOJ) to support its Drug Market Intervention initiative (DMI). The DMI will provide focused deterrence targeting street-level narcotics sellers in the Eastside Choice Neighborhood (ECN) in an effort to:

- (1) reduce overall and violent crime within the ECN;
- (2) strengthen relationships between SAPD and both residents and businesses within the ECN;
- (3) stimulate economic development within the ECN; and
- (4) enable longer-term revitalization strategies to succeed.

The DMI strategy will bolster the longer-term revitalization efforts of SAHA, United Way, and Promise Zone/COSA. Namely, reducing drug markets and associated crime in the Promise Zone.

The strategy's emphasis on enforcement programs and community engagement further coincides with SAPD's renewed focus on community policing and procedural justice. SAHA will reimburse SAPD for the costs SAPD incurs in providing these services in an amount not to exceed \$30,000.00.

This agreement shall commence upon its execution and shall terminate December 31, 2016, unless terminated

earlier pursuant to the provisions hereof.

ISSUE:

This ordinance continues City Council's policy of cooperation with other agencies for promoting safer neighborhoods for its citizens.

ALTERNATIVES:

The alternative to not authorizing the MOA would result in the inability of the SAPD to support the San Antonio Housing Authority with its Eastside Community Engagement Program.

FISCAL IMPACT:

This ordinance authorizes a Memorandum of Agreement (MOA) with the San Antonio Housing Authority to reimburse the San Antonio Police Department (SAPD) for overtime expense incurred by SAPD in support of the Eastside Community Engagement Program, effective upon execution of this agreement through December 31, 2016. The total amount of overtime to be reimbursed to SAPD will not exceed \$30,000.00, funded by the Byrne Criminal Justice Innovation Program grant received by the San Antonio Housing Authority (SAHA) of which the San Antonio Police Department (SAPD) is a sub-recipient.

RECOMMENDATION:

Staff recommends approval of this ordinance authorizing the execution of a Memorandum of Agreement for the San Antonio Housing Authority to fund up to \$30,000.00 in overtime for the Eastside Community Engagement Program.