

AN ORDINANCE 2016-10-06-0769

**AUTHORIZING A LOCAL ADMINISTRATIVE
AGREEMENT WITH THE LAW ENFORCEMENT
AGENCIES PARTICIPATING IN THE TEXAS ANTI-GANG
PROGRAM.**

WHEREAS, the Texas Anti-Gang Program is a multi-agency task force that will combat gang activity in the area; and

WHEREAS, the agencies that will be participating in the TAG Program include the San Antonio Police Department; the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives; the U.S. Department of Justice, Drug Enforcement Administration; the Texas Department of Public Safety; the U.S. Department of Justice, Federal Bureau of Investigation; the Bexar County District Attorney's Office; the Bexar County Sheriff's Office; the U.S. Marshals Service; the U.S. Department of Homeland Security Investigations; the United States Attorney's Office; and the Office of the Inspector General, Texas Department of Criminal Justice; and

WHEREAS, it is necessary that the participating agencies enter into a local administrative agreement to provide for the administration of the TAG Program; **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 the local administrative agreement attached hereto as **Exhibit I**, or one substantially similar to said agreement, with the participating agencies to provide for the administration of the Texas Anti-Gang Program.

SECTION 2. The budget for the TAG Program shall not exceed \$2,000,000.00 for the period of April 1, 2016, to August 31, 2017. Fund 2205517001 (Texas Anti Gang 2016) and Internal Order 117000000218 are hereby designated for use in the accounting for the fiscal transaction in the execution of this agreement.

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 6th day of October, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

City Attorney

Agenda Item:	11						
Date:	10/06/2016						
Time:	09:23:29 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a local administrative agreement with the law enforcement agencies participating in the Texas Anti-Gang Program. [Erik Walsh, Deputy City Manager; William P. McManus, Chief of Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		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				x
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

**.LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES
OF THE
TEXAS ANTI-GANG CENTER**

I. Introduction

Due to various factors, the region surrounding and including San Antonio, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good. To enhance this cooperation, the agencies listed herein have agreed to establish the Texas Anti-Gang Center ("TAG CENTER"). The TAG CENTER will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Purpose

- A. General Purpose. The purpose of this local administrative agreement ("Agreement") is to set forth the terms by which the agencies that are parties hereto agree to establish a joint physical presence at the TAG CENTER.
- B. Existing Provisions Continue. This Agreement is not intended as, and should not be construed as, altering or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this Agreement.
- C. No Creation of Legal Rights. This Agreement is an accord among the parties hereto and is not intended as, and should not be construed as, creating or conferring on any person or entity any right or benefit, substantive or procedural, enforceable at law or equity, against any agency that has a physical presence at the TAG CENTER or that otherwise is interacting with such agencies, or the officers, directors, employees, representatives, agents, detailees, contractors, successors, or assigns thereof.
- D. No New Legal Entity. As described herein, the TAG CENTER is established as a common physical environment to facilitate the effective and efficient cooperation and collaboration between multiple law enforcement agencies with respect to a common subject matter. The TAG CENTER is a shared project of the

individual agencies maintaining a physical presence there, subject to the terms of this Agreement, and is not a separate or distinct legal entity—whether agency, office, component, corporation, or otherwise.

III. Mission Statement

The mission of the TAG CENTER is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting San Antonio, Texas and the surrounding region by providing a common physical environment equipped with the most advanced technology in which multiple law enforcement agencies will be able to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating this shared threat.

IV. Structure

- A. Included Agencies. Eligibility to establish a physical presence at the TAG CENTER and to participate in its administration is restricted to those agencies that are designated a "Constituent Organization" pursuant to the terms of this Agreement. The following agencies are hereby designated Constituent Organizations:

- (1) City of San Antonio Police Department ("SAPD");
- (2) U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives, San Antonio Field Division ("ATF");
- (3) U.S. Department of Justice, Drug Enforcement Administration, San Antonio Division ("DEA");
- (4) Texas Department of Public Safety, Region 6 ("DPS");
- (5) U.S. Department of Justice, Federal Bureau of Investigation, San Antonio Division ("FBI");
- (6) Bexar County District Attorney's Office ("BCDAO");
- (7) Bexar County Sheriff's Office ("BCSO");
- (8) Federal Bureau of Prisons, San Antonio Field Office ("BOP");
- (9) U.S. Marshals Service, Western District of Texas ("USMS");
- (10) U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, San Antonio Field Office ("HSI");

- (11) Office of the Inspector General-Texas Department of Criminal Justice, San Antonio Area ("OIG-TDCJ"); and
- (12) United States Attorney's Office, San Antonio Division Office ("USAO").

Nothing in this Agreement, however, should be construed as limiting the authority of the Constituent Organizations, either individually or collectively, to work cooperatively with any entity that is not a Constituent Organization.

B. Governing Bodies. For purposes of this Agreement, the term "Governing Bodies" includes those bodies specified in this section or subsequently created pursuant to the terms of this Agreement that are vested with authority to take actions on behalf of the TAG CENTER.

- (1) **Executive Board.** Ultimate governance of the TAG CENTER is vested in an Executive Board ("Board") comprised of the principal of each of the Constituent Organizations, each having an equal vote on all matters before the Board. The Board has authority to take any action with respect to the TAG CENTER that is not inconsistent with this Agreement and applicable law.
- (2) **Management Committee.** General management of the TAG CENTER is vested in a Management Committee ("Committee"), which is subordinate to the Board. Each Constituent Organization shall appoint a senior manager from its respective staff to serve on the Committee. Each member of the Committee has an equal vote on all matters before the Committee. The Committee has authority to take any action with respect to the TAG CENTER that is not inconsistent with this Agreement, applicable law, and a decision of the Board. All decisions of the Committee are subject to discretionary review by the Board.
- (3) **Supervisors Working Group.** A Supervisors Working Group shall exist comprised of the first- and second-line supervisors for each Constituent Organization who are working at the TAG CENTER. The purpose of the Supervisors Working Group is to provide an established forum wherein issues related to the interaction of the Constituent Organizations can be addressed on an informal basis. The Supervisors Working Group shall not be considered a "Governing Body" for purposes of this Agreement and shall not have authority to make a binding decision on behalf of the TAG CENTER, but may make recommendations to a Governing Body. The Supervisors Working Group shall meet at least once every one (1) month.
- (4) **Other Informal Working Groups.** To facilitate a productive and organized working environment, the Constituent Organizations may choose to form other informal working groups to discuss issues of common interest. Informal working groups do not require the approval of a Governing Body to be formed, and shall not be considered a "Governing Body" for purposes of

this Agreement. No informal working group, however, shall have authority to make a binding decision on behalf of the TAG CENTER. Informal working groups may make recommendations to a Governing Body, but any such recommendations will be considered only if the working group included representatives from each of the Constituent Organizations.

- (5) **General Provisions.** All Governing Bodies shall meet at least once every one (1) month, with the exception of the Board, which shall meet as needed. The minimum quorum for all Governing Bodies shall be three-fourths (3/4) of all members. All Governing Bodies shall strive in all cases to make any decisions through unanimous consensus, but may approve matters before it by a vote of two-thirds (2/3) of members present. An individual member of a Governing Body may participate in meetings by designating a specific individual to serve as a proxy for that member as long as the designated proxy will have the same authority to act on behalf of the Constituent Organization as would the member.

- C. **Administrator.** Subject to the availability of funding, the TAG CENTER shall have an Administrator. The Administrator shall be responsible for ensuring the day-to-day functioning of the TAG CENTER, including overseeing facilities, equipment, and security. The Administrator also shall oversee all reporting in connection with grant awards. The Administrator shall perform any other duties assigned to it by the Board or the Committee. The Administrator shall not have any operational or command authority over any of the Constituent Organizations or any employee or contractor thereof. The Board shall select or approve the selection of the Administrator. The Committee shall oversee the Administrator's performance.

- D. **Agency Personnel.** Each Constituent Organization shall be entitled to have employees or contractors from its respective staff working at the TAG CENTER in such numbers as are approved by the Committee. Individuals working at the TAG CENTER remain as employees or contractors of the sending organization, and subject to the sending organization's exclusive control. Any Constituent Organization may include among its allotment of personnel individuals who are employees or contractors of another governmental entity that is not a Constituent Organization if such individuals are, pursuant to a separate agreement and for purposes related to the mission of the TAG CENTER, detailed to the sending Constituent Organization or subject to the control of the sending Constituent Organization as part of a joint task force or multi-agency operational unit. In such cases, the sending Constituent Organization shall be responsible for any such individuals to the same extent as personnel of the sending Constituent Organization that are working at the TAG CENTER.

V. Commitments of the Constituent Organizations

Each Constituent Organization commits to further the mission of the TAG CENTER by acting with a general spirit of cooperation and collaboration with the other Constituent Organizations on matters related to the TAG CENTER, and specifically by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the TAG CENTER with other Constituent Organizations;
- B. Identifying and pursuing opportunities to collaborate with other Constituent Organizations on the gathering, analysis, and reporting of intelligence related to criminal organizations operating in or affecting the region; and
- C. Identifying and pursuing opportunities to coordinate with other Constituent Organizations on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the TAG CENTER—with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Organizations, any activity related to the mission of the TAG CENTER that is conducted by any of the Constituent Organizations, including any individuals working at the TAG CENTER, is performed exclusively pursuant to the respective Constituent Organization's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This Agreement does not transfer or bestow any legal authorities to any individual or entity, provide for the deputization of any individual or entity, or establish any unified or shared chain-of-command. Nothing in this Agreement authorizes any Constituent Organization, or any group of Constituent Organizations, to require any other Constituent Organization to undertake any operational, investigatory, or intelligence-related activity. Nothing in this Agreement, however, should be construed as precluding any Constituent Organization from creating task forces or similar multi-agency operational units through separate agreement.

VII. Information Management

- A. Further Dissemination of Information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the TAG CENTER by any of the Constituent Organizations may not be further disseminated without the express consent of the Constituent Organization from which the information originated.

- B. Information Requests. Each Constituent Organization remains individually responsible for processing any external requests for information related to the TAG CENTER that is directed to it—whether such request is pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another Constituent Organization, the Constituent Organization processing that request shall consult with the Constituent Organization from which the information originated prior to releasing the information. The Administrator shall be notified of all information requests related to the TAG CENTER that are received by any Constituent Organization.
- C. Media Communications. The Committee may designate one of the Constituent Organizations or a specific individual to serve as the primary media point-of-contact for the TAG CENTER. Such designations may be made on a case-by-case basis to correspond with specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the TAG CENTER shall be made exclusively by the Committee's designated point-of-contact, or, if none, by the SAPD. Each Constituent Organization, however, independently may make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective organization that relate to the TAG CENTER.

VIII. Facilities, Equipment, and Supplies

- A. Use and Control. The Committee may specify terms or conditions regarding the use and disposition of any facilities, equipment, or supplies that are provided for common use by the Constituent Organizations at the TAG CENTER, subject, however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this Agreement authorizes any Constituent Organization to exercise any control over the property of another Constituent Organization without consent merely because such property is located at the TAG CENTER.
- B. Security of the TAG Facility. Due to the sensitive law enforcement work that is to be performed at the TAG CENTER, dissemination by the Constituent Organizations (including any employee or contractor thereof) of details regarding the TAG CENTER that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the TAG CENTER's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No Constituent Organization may seek delivery of any mail, parcels, or packages to the TAG CENTER through the U.S. Postal Service or common carrier. No Constituent Organization may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the TAG CENTER. The Committee

shall specify procedures for admitting guests to the common areas of the TAG CENTER.

IX. Funding

- A. **TAG CENTER.** Funding for the TAG CENTER is to be provided by grant funds awarded to the City of San Antonio. Except as otherwise provided in this Agreement, no Constituent Organization is obligated to provide funding in support of the TAG CENTER.
- B. **Personnel, Activities, and Basic Equipment.** Individuals working at the TAG CENTER remain as employees or contractors of the sending organization, and, as such, the sending organization retains full responsibility for providing any compensation and benefits owed to its personnel for work performed in connection with the TAG CENTER. Each Constituent Organization shall bear its own costs in performing any activity related to the TAG CENTER, and will not seek reimbursement from any other Constituent Organization. Each Constituent Organization remains responsible for providing at its own cost any basic equipment or supplies to its personnel working at the TAG CENTER that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.
- C. **Enhanced Security or Specialized Equipment.** To the extent any Constituent Organization requires its allotted physical space at the TAG CENTER to be enhanced with additional security features or requires any specialized equipment or supplies beyond that which is provided to all Constituent Organizations, such enhancements or additional materials shall be provided at the sole cost of the organization requiring it.
- D. **Compliance with Funding Terms.** To the extent any rules or conditions applicable to an award of funds that are used to fund the TAG CENTER prohibit a Governing Body from acting directly on any matter, any such action may be performed on behalf of that Governing Body by the Constituent Organization that is the recipient of the funding award upon approval of the action by the Governing Body pursuant to the terms of this Agreement. Nothing in this paragraph, however, should be construed as prohibiting a Constituent Organization that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award, even in the absence of approval by a Governing Body.

X. Liability and Indemnification

Each Constituent Organization is responsible for its own actions, including that of its personnel, that are performed in connection with the TAG CENTER. Any liability arising from the actions of a Constituent Organization shall be borne solely by the organization that performed the action creating the liability. Any individual requesting indemnification

for activity performed in connection with the TAG CENTER may seek such indemnification only from the Constituent Organization for whom that individual is an employee or contractor, pursuant to that organization's policies and procedures.

XI. Lead Organization

Any actions that must be performed on behalf of the TAG CENTER and that are not clearly the responsibility of any individual Constituent Organization and cannot be performed by the Administrator shall be, unless otherwise provided by the Committee, the responsibility of the City of San Antonio as the grant recipient.

XII. Effective Date

This Agreement shall take effect upon execution by each of the Constituent Organizations. This Agreement may be executed in multiple counterparts and by facsimile transmission or in Portable Document Format ("PDF").

XIII. Amendments and Termination

Any amendments to this Agreement must be in writing and signed by all Constituent Organizations. This Agreement shall continue in effect in perpetuity unless terminated in writing signed by all Constituent Organizations or upon dissolution of the TAG CENTER.

XIV. Addition to and Withdrawal from the TAG CENTER

- A. **Additions.** Additional agencies may be invited to become a Constituent Organization of the TAG CENTER with the unanimous approval of all Constituent Organizations then existing. Any additions to the list of Constituent Organizations provided herein may occur by a written addendum to this Agreement signed by all Constituent Organizations then existing and the joining organization, rather than through amendment to this Agreement. In the event any additional agencies agree to become a Constituent Organization of the TAG CENTER, the joining organization shall be considered a Constituent Organization for purposes of this Agreement, any reference to "Constituent Organizations" in this Agreement shall be construed as including the joining organization, and any policies or procedures previously adopted and applicable to all Constituent Organizations shall be equally applicable to the joining organization.
- B. **Withdrawal.** Any of the Constituent Organizations may withdraw from the TAG CENTER upon thirty (30) days written notice to the Board. Upon the effective date of the withdrawal, the withdrawing organization shall no longer be considered a Constituent Organization for purposes of this Agreement, and any reference to "Constituent Organizations" in this Agreement shall be construed as not including the withdrawn organization. Any withdrawing organization also shall return or surrender to the TAG CENTER any TAG CENTER-provided equipment or supplies upon the effective date of the withdrawal.

XV. Duration of the TAG CENTER

The TAG CENTER shall continue in effect until dissolved by any of the following actions:

- A. Written agreement signed by all Constituent Organizations;
- B. Operation of law; or
- C. The passage of three (3) years time following the effective date of this Agreement, unless the Constituent Organizations extend the duration of the TAG CENTER, which may occur by a written addendum to this Agreement signed by all Constituent Organizations then existing.

* * *

EXECUTED this _____ day of _____, 2016,

San Antonio Police Department,

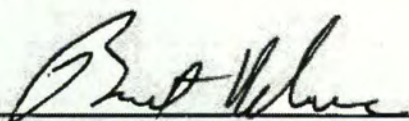
BY: _____
Signature

Printed Name

Title

EXECUTED this 21st day of July, 2016,

U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives, San Antonio Field Division,

BY: 
Signature

BART MORA
Printed Name

RESIDENT AGENT IN CHARGE
Title

EXECUTED this 28 day of July, 2016,

U.S. Department of Justice, Drug Enforcement Administration, Houston Division.

BY: Joseph M. Arabit
Signature

Joseph M. Arabit
Printed Name

Special Agent in Charge
Title

EXECUTED this _____ day of _____, 2016,

Texas Department of Public Safety, Region 6,

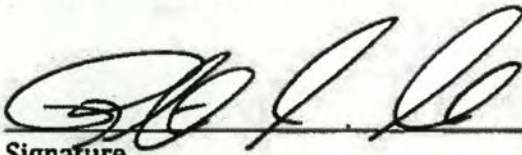
BY: [Signature]
Signature

Jose M. Monaster
Printed Name

Major C.I.D.
Title

EXECUTED this 7th day of JULY, 2016,

U.S. Department of Justice, Federal Bureau of Investigation, San Antonio Division,

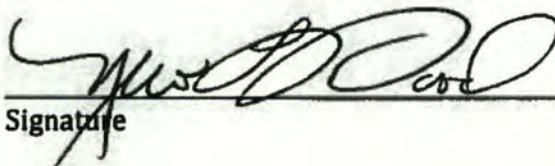
BY: 
Signature

ROBERT G. SAALE
Printed Name

ASSISTANT SPECIAL AGENT IN CHARGE
Title

EXECUTED this 13 day of August, 2016,

Bexar County District Attorney's Office,

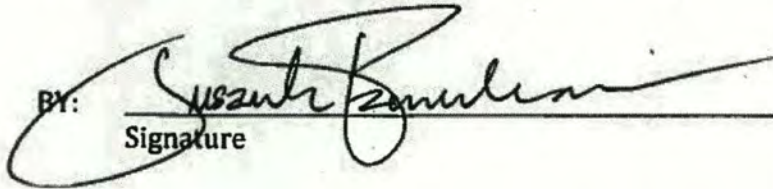
BY: 
Signature

NICO LAHOOD
Printed Name

DISTRICT ATTORNEY BEXAR COUNTY
Title

EXECUTED this 20 day of July, 2016,

Bexar County Sheriff's Office,

BY: 
Signature

Susan Pamerleau
Printed Name

Sheriff
Title

EXECUTED this 31 day of August, 2016,

U.S. Marshals Service,

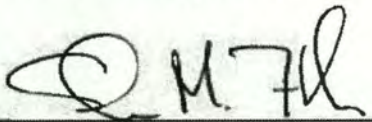
BY: 
Signature

DAVID Sligh
Printed Name

Chief Inspector / Acting U.S. Marshal
Title

EXECUTED this 8TH day of JULY, 2016,

U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement,
Homeland Security Investigations,

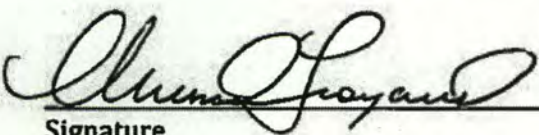
BY: 
Signature

SHANE M. FOLSEN
Printed Name

SPECIAL AGENT IN CHARGE
Title

EXECUTED this 14th day of July, 2016,

Office of the Inspector General-Texas Department of Criminal Justice,

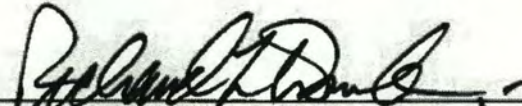
BY: 
Signature

Michael Troyanski
Printed Name

Commander
Title

EXECUTED this 21st day of July, 2016,

U.S. Attorney's Office, San Antonio Division,

BY: 
Signature

RICHARD L. DURBIN, JR.
Printed Name

United States Attorney
Title

CONCURRENCE BY:

William P. McManus, Chief of Police

APPROVED AS TO FORM

Charles Weir, CITY ATTORNEY

BY:

Signature

Printed Name

Title