



**Grant**  
**CITY OF AUSTIN**  
**RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.:** 9  
**AGENDA DATE:** Thu 04/15/2004  
**PAGE:** 1 of 2

**SUBJECT:** Authorize application for and acceptance of grant funding from the U.S. Department of Justice, Project Safe Neighborhoods (PSN) to reduce gun-related crime in Austin; amend the Fiscal Year 2003-2004 Austin Police Department Operating Budget of Ordinance No. 030909-01 to appropriate \$347,145 to the Police Department Special Revenue Fund for the PSN program and increase full-time equivalents by one.

**AMOUNT & SOURCE OF FUNDING:** Funding is available for the grant period April 1, 2004 to August 31, 2005. A cash match is not required.

**FISCAL NOTE:** A fiscal note is attached.

**REQUESTING** Police  
**DEPARTMENT:**

**DIRECTOR'S**  
**AUTHORIZATION:** Rick Coy

**FOR MORE INFORMATION CONTACT:** Rick Coy, Assistant Chief/974-5021

**PRIOR COUNCIL ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/a

**PURCHASING:** N/A

**MBE / WBE:** N/A

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This action authorizes the City of Austin to apply for and accept \$347,145 in grant funds from the U.S. Department of Justice, Project Safe Neighborhoods to reduce gun-related crime in Austin. This action also amends the Fiscal Year 2003-2004 operating budget to add 1.0 FTE for the Police Department. The program will focus on the Northeast Area Command, in particular, the areas within the Area Command where frequent robberies and gun seizures are occurring. The grant award period is from April 1, 2004 to August 31, 2005. A cash match is not required.

The Northeast Area Commander will work with the Manager over the Forensics Unit and the Commander over Centralized Investigations to implement a comprehensive strategy to reduce gun violence. The strategies that APD will implement include:

- The identification of "hot spots" of gun violence based on analysis of past data and saturating those locations with directed patrols;
- Conducting educational outreach to the parents and administrators in the elementary schools in the area (Pickle and Webb);
- Enhancing the visibility of school-based Crime Stoppers tipline where students anonymously report guns, drugs and other violations;
- Increasing the number of ballistics cases entered into and researched on the National Integrated Ballistics Imaging Network (NIBIN) by hiring a full-time technician;



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In addition, the City will enter into an interlocal agreement to provide \$83,000 in grant funds for the Texas Exile Project. The Texas Exile Project provides a prosecutor in the Travis County District Attorney's Office to handle the legal action for firearm related crimes. The purpose of the Centralized Investigation activity is *to investigate and solve property and violent crimes that require a particularly high level of expertise to Area Commands, victims, suspects, external members of criminal justice agencies, and the public, in order to protect victims and the public and deter criminal activity*. By reducing gun-related crime, APD is working towards the reduction of violent crime.

To measure the success of the program APD will track reductions in gun-related crime in the Project Safe Neighborhood boundary (specifically aggravated assaults and robberies); the number of presentations conducted at elementary schools; and the number of positive identifications or matches with the NIBIN system. In addition, APD will compare the reduction in crime in the Project Safe Neighborhood area to the Riverside area in South Austin which is experiencing similar patterns of crime, but will not receive the same kinds of grant-funded interventions.

**OPERATING BUDGET  
FISCAL NOTE**

**DATE OF COUNCIL CONSIDERATION:**  
**WHERE ON AGENDA:**  
**DEPARTMENT:**

4/1/2004  
Ordinance  
Police

Authorize application for and acceptance of grant funding from the U.S. Department of Justice, Project Safe Neighborhoods (PSN) to reduce gun-related crime in Austin; amend Ordinance No. 030909-01 the Fiscal Year 2003-2004 operating budget, Police Department Special Revenue Fund by appropriating \$347,145 in grant funds and adding 1.0 FTE for the PSN program.

**FINANCIAL INFORMATION:**

<b>Project Costs:</b>	<u>Approved Budget 2003-04</u>	<u>Impact of this Action</u>	<u>Amended Budget 2001-02</u>
Special Revenue Fund Project Safe Neighborhoods Program	\$0	\$347,145	\$347,145
<b>TOTAL</b>	<u>\$0</u>	<u>\$347,145</u>	<u>\$347,145</u>
<b>FTEs</b>	0.00	1.00	1.00

Budget Office: \_\_\_\_\_

Date: \_\_\_\_\_

3/14/04

**ORDINANCE NO. 04**

**AN ORDINANCE AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDS; AMENDING THE FY 2003-2004 POLICE DEPARTMENT OPERATING BUDGET OF ORDINANCE NO. 030909-01 TO APPROPRIATE GRANT FUNDS; AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** The Council authorizes the application for and acceptance of grant funds in the amount of \$347,145 from the U.S. Department of Justice, Project Safe Neighborhoods to reduce gun-related crime in Austin.

**PART 2.** The Council amends the FY 2003-2004 Police Department Special Revenue Fund Operating Budget of Ordinance No. 030909-01 to appropriate \$347,145 to the Project Safe Neighborhoods program and to add one full-time equivalent position.

**PART 3.** The Council finds that the need to amend the budget constitutes an emergency, a grave public necessity, and an unusual and unforeseen condition that could not, by reasonable diligence, have been included in the original budget for the current fiscal year. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

**PASSED AND APPROVED**

\_\_\_\_\_ , 2004

§  
§  
§

\_\_\_\_\_ Will Wynn  
Mayor

**APPROVED:** \_\_\_\_\_  
David Allan Smith  
City Attorney

**ATTEST:** \_\_\_\_\_  
Shirley A. Brown  
City Clerk

**INTERLOCAL AGREEMENT FOR PROJECT  
SAFE NEIGHBORHOODS ASSISTANT DISTRICT ATTORNEY**

**State of Texas**

**County of Travis**

This Agreement is made and entered into by and between the City of Austin (the "City") and Travis County (the "County"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving the unlawful use or possession of firearms continues to endanger citizens and to harm the quality of life in the City of Austin; and

WHEREAS, the Parties desire to address this problem by coordinating their efforts toward reducing gun violence and the unlawful use or possession of firearms;

NOW, THEREFORE, the Parties agree as follows:

**I.**

**PAYMENT AND SERVICES**

The City agrees to and shall pay to the County funds in the amount of \$83,000 for the period May 1, 2004 through August 31, 2005 for the purpose of funding one Assistant District Attorney position which is to be devoted to prosecuting crimes involving the unlawful use or possession of firearms in either state or federal court consistent with current state and federal laws and guidelines.

The County agrees to and shall employ an Assistant District Attorney to work solely on crimes involving the unlawful use or possession of firearms in cooperation with the City and its Police Department and the Office of the United States Attorney for the Western District of Texas. The Project Safe Neighborhoods Assistant District Attorney shall be cross-designated as Special Assistant United States Attorney (SAUSA) for the United States Federal District Courts for the Western District of Texas in accordance with the rules, regulations, policies and programs of the United States Department of Justice.

It is the expectation of the parties that one individual will be assigned to the position of Project Safe Neighborhoods Assistant District Attorney, and that changes in that assignment will be discussed by the Chief of Police, the designated representative of the United States Attorney for the Western District of Texas and the District Attorney's Office prior to such a change. The Parties agree to communicate with regard to issues of work performance and to resolve such issues by mutual agreement.

## **II.**

### **LEGAL RESPONSIBILITIES**

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

## **III.**

### **TERM AND COMMENCEMENT**

This agreement shall be in effect when it has been executed by all parties and shall continue in full force and effect through the underlying grant expiration date (August 31, 2005) or the date the interlocal funds have been completely spent if that date is reached prior to the grant expiration date.

## **IV.**

### **LEGAL CONSTRUCTION**

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

## **V.**

### **TERMINATION**

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate.

## **VI.**

### **PAYMENTS**

The City shall make payments for the performance of the services under this Agreement from Project Safe Neighborhoods grant funding. The City agrees to reimburse Travis County an amount not to exceed eighty-three thousand dollars (\$83,000) in order to defray the actual amount of salaries and fringe benefits incurred by reason of performance of this contract. The County's invoice will include documentation of actual expenses and will be submitted to the City of Austin by the fifteenth of the following month or as soon thereafter as reasonably possible. The City of Austin will promptly reimburse Travis County the invoiced amount from grant funds received for the Project.

## **VII.**

### **NOTICE**

Any notice given hereunder by any party to the other party shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, or by fax transmission as evidenced by facsimile confirmation. Notice will be provided to the following persons or their successors:

City of Austin:	Stanley L. Knee Chief of Police Austin Police Department P.O. Box 689001 Austin, Texas 78768-9001 Fax: 974-6611	Toby Futrell City Manager P.O. Box 1088 Austin, Texas 78767 Fax: 974-2832
Travis County:	Ronald Earle District Attorney P.O. Box 1748 Austin, Texas 78767 Fax: 854-9534	Samuel T. Biscoe Travis County Judge P.O. Box 1748 Austin, Texas 78767 Fax: 854-9535

Either party may change its address for service by appropriate notice to these officers shown above.

## **VIII.**

### **ENTIRE AGREEMENT**

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

## **IX.**

### **ADDITIONAL AGREEMENTS**

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

**X.**

**APPLICABLE LAW**

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

**XI.**

**NO THIRD PARTY RIGHTS**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

COUNTY OF TRAVIS

CITY OF AUSTIN

\_\_\_\_\_  
Ronald Earle, District Attorney

\_\_\_\_\_  
Toby H. Futrell, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

Date: \_\_\_\_\_

**ORDINANCE NO. 040325**

**AN ORDINANCE AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF DEPARTMENT OF JUSTICE GRANT FUNDS; AMENDING THE FY 2003-2004 AUSTIN POLICE DEPARTMENT OPERATING BUDGET OF ORDINANCE NO. 030909-01 TO APPROPRIATE GRANT FUNDS FOR PROJECT SAFE NEIGHBORHOODS; AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

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**PART 3.** The Council finds that the need to amend the budget constitutes an emergency, a grave public necessity, and an unusual and unforeseen condition that could not, by reasonable diligence, have been included in the original budget for the current fiscal year. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

**PASSED AND APPROVED**

\_\_\_\_\_, March 25, 2004      §  
   §  
   § \_\_\_\_\_  
   Will Wynn  
   Mayor

**APPROVED:** \_\_\_\_\_ **ATTEST:** \_\_\_\_\_  
                         David Allan Smith                           Shirley A. Brown  
                         City Attorney     City Clerk