

ORDINANCE 2022-12-01-0908

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CENTRO SAN ANTONIO TO PROVIDE CONTINUING SUPPLEMENTAL SAN ANTONIO POLICE PATROL WITHIN THE PUBLIC IMPROVEMENT DISTRICT FOR A SIX-MONTH TERM BEGINNING DECEMBER 1, 2022 AND ENDING MAY 31, 2023 WITH THREE ADDITIONAL SIX-MONTH TERM RENEWAL OPTIONS.

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WHEREAS, the City entered into an agreement with Centro San Antonio (CENTRO) to provide additional San Antonio Police patrol in the Public Improvement District; and

WHEREAS, City staff now recommends the patrol be continued within the Public Improvement District; and

WHEREAS, said agreement provides for a six-month term, beginning December 1, 2022 through May 31, 2023 with three additional six-month term renewal options; and

WHEREAS, there is no fiscal impact to the CITY as all expenditures are reimbursed by CENTRO; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee is hereby authorized to execute a Professional Services Contract with CENTRO for a period beginning December 1, 2022 to May 31, 2023 with three additional six-month term renewal options. A copy of the Professional Services Agreement is attached as **Exhibit 1**.

SECTION 2. Funds received for this Ordinance for reimbursements will be deposited in Fund 29616005, Internal Order 217000000132 and General Ledger 6301120.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance becomes effective immediately if passed and approved by eight (8) affirmative votes; otherwise, this Ordinance shall take effect ten (10) days from the date of passage.

PASSED AND APPROVED this 1st day of December, 2022.



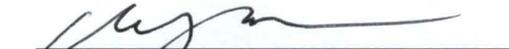
M A Y O R
Ron Nirenberg

ATTEST:



Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio
City Council Meeting
December 1, 2022

30.

2022-12-01-0908

Ordinance approving a Professional Service Agreement between CENTRO San Antonio and the City of San Antonio to provide additional police patrol within the Downtown Public Improvement District for a total amount up to \$76,500 for a six-month period beginning December 1, 2022 through May 31, 2023, with the option to extend for three additional six month terms. [María Villagómez, Deputy City Manager; William P. McManus, Chief of Police]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Viagran seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,
Cabello Havrda, Sandoval, Pelaez, Courage

Absent: Perry

EXHIBIT 1

**CENTRO SAN ANTONIO
POLICE SERVICES AGREEMENT**

This agreement ("Agreement") is made and entered into by and between the City of San Antonio (CITY) and Centro San Antonio (CENTRO), acting in its capacity as the management entity for the Centro Public Improvement District (PID).

WHEREAS, CENTRO wishes to engage the San Antonio Police Department (SAPD) to provide certain supplemental police services within the PID; **NOW THEREFORE:**

I. TERM

1.1 This Agreement shall be for a six-month period beginning December 1, 2022 and terminating May 31, 2023. This Agreement may be extended for three additional six-month terms, at the sole discretion of CENTRO.

II. SCOPE OF SERVICES

A. Definitions

2A.1 The definitions set out below shall be applicable to the provisions of this agreement.

"Centro Public Improvement District" shall mean that area, within the City of San Antonio, identified in the map attached hereto as Attachment 1.

"Officer" shall mean a peace officer employed by the SAPD.

"Police Services" shall mean patrol services, on foot, on a bicycle, or in a vehicle, utilizing standardized patrolling techniques.

"Shift" shall mean the period beginning at 3:30 a.m. and ending at 5:30 a.m. and 5:30 a.m. and 7:30 a.m.

B. Services

2B.1 CITY shall assign two Officers to provide Police Services within the PID during a Shift. The assignment of the aforementioned Officers shall be in addition to any Officers that would otherwise be assigned to the PID.

2B.2 While providing Police Services, Officers may patrol individually or in a pair.

2B.3 While providing Patrol Services, Officers shall actively engage with pedestrians, business operators, and private security staffs within the PID. Officers shall engage individuals who

may be sleeping or trespassing on public property, in the public rights-of-way, or on private property where trespass affidavits have been completed. Officers shall make their presence known to and be available to assist downtown employees walking from parking facilities to places of business and downtown residents and visitors who may be using the public rights-of-way during early morning hours (e.g., joggers and walkers).

- 2B.4 Officers may respond to or be dispatched to crimes in progress or incidents where police response action is needed outside of the PID, if necessary.

C. General

- 2C.1 Police Services shall be provided as routinely performed under the direction and control of CITY and its ordinances, rules, and regulations.
- 2C.2 CITY shall ensure that the performance of the Officers are meeting the expectations outlined in this article and address any issues that arise in connection with this Agreement.
- 2C.3 CITY shall consult with CENTRO in determining where, within the PID, Officers will be assigned during a Shift. The decision where to assign the Officers, however, ultimately rests solely with CITY.

D. Scheduling

- 2D.1 CITY shall provide Police Services every day during the term of this Agreement, unless CITY and CENTRO mutually agree otherwise in writing at least fifteen days prior to any change. Any such agreement shall not require the authorization of the San Antonio City Council.
- 2D.2 CITY shall begin providing Police Services upon execution of this Agreement. Said Police Services shall continue until this Agreement is terminated.
- 2D.3 CITY shall schedule the Officers who are to perform Police Services pursuant to this Agreement.
- 2D.4 The timeframe for a Shift, as defined in this article, may be changed upon the mutual agreement of the parties in writing at least fifteen days prior to any change. Any such agreement shall not require the authorization of the San Antonio City Council.

E. Reporting

- 2E.1 Officers who leave the PID pursuant to Section 2B.4 shall document the period of and the reason for such absence. CITY shall provide said documentation to CENTRO.

2E.2 While providing Police Services, Officers shall track their encounters using smartphones provided by CENTRO. Said smartphones shall be connected to CENTRO's Smart System. CITY shall maintain the aforementioned smartphones at the SAPD Downtown Foot and Bike Patrol office. Any data collected shall be transferred on a daily basis via Wi-Fi.

2E.3 Officers shall track the following information:

1. Arrests
2. Citations
3. Warnings
4. Business/Property Interactions
5. Homeless Referrals
6. Ordinance Violations – Compliant
 - a. Aggressive Solicitation
 - b. Sitting or Lying Down in the Right-of-Way
 - c. Urinating and/or Defecating in Public
 - d. Other
 - e. Public Intoxication
 - f. Excessive Noise/Disturbing the Peace
 - g. Indecent Exposure
7. Ordinance Violations – Non-compliant
 - a. Aggressive Solicitation
 - b. Sitting or Lying Down in the Right-of-Way
 - c. Urinating and/or Defecating in Public
 - d. Other
 - e. Public Intoxication
 - f. Excessive Noise/Disturbing the Peace
 - g. Indecent Exposure
8. Pedestrian Interactions
9. Time and Attendance

III. BILLING

- 3.1 CENTRO agrees to pay CITY the amount of pay paid to each Officer performing Police Services by CITY, plus 1.45% of that amount to account for CITY's Medicare match for said pay. CENTRO acknowledges that the pay paid by CITY said pay may have been paid at the overtime rate of the Officer, and agrees to pay that amount.
- 3.2 Notwithstanding any other provision of this Agreement, the total of all payments and other obligations made and incurred by CENTRO hereunder shall not exceed \$150,000.00 per contract year (Agreement Limit). CENTRO may reduce or increase the Agreement Limit upon fifteen days' written notification to CITY.
- 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 CENTRO. 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) the total amount owed.
- 3.5 Within thirty days of receipt of a properly-submitted invoice, CENTRO agrees to pay CITY the amount of the invoice.

IV. TERMINATION

- 4.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as set out in Article I or earlier termination pursuant to any of the provisions of this Agreement.
- 4.2 Either party may terminate this Agreement in accordance with this article, in whole or in part, at any time, for any reason, with thirty days' written notice to the other party. 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 CENTRO its claim in detail for the monies owed by CENTRO for services performed under this Agreement through the effective date of termination. CENTRO 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 the action of terminating this Agreement be deemed an election of remedies, nor shall such termination limit, in any way, at law or at equity, a party's right to seek damages from or otherwise pursue the other party 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. CHANGES AND AMENDMENTS

- 6.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CENTRO.
- 6.2 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 term 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.

VII. ENTIRE AGREEMENT

- 7.1 This Agreement and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms 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.

VIII. SEVERABILITY

- 8.1 If any clause or provision of this Agreement 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 Agreement 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 Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement 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.

IX. NOTICES

- 9.1 For purposes of this Agreement, 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

CENTRO

Matt Brown
President and CEO
Centro San Antonio
110 Broadway, Suite 230
San Antonio, Texas 78205

X. LAW APPLICABLE

- 10.1 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.
- 10.2 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.

XI. LEGAL AUTHORITY

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

XII. PARTIES BOUND

- 12.1 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.

XIII. GENDER

- 13.1 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.

XIV. NON-DISCRIMINATION

- 14.1 Non-Discrimination. As a party to this contract, CENTRO understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of

race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XV. CAPTIONS

- 15.1 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.

XVI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 16.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.
- 16.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 16.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
- 16.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XVII. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. CENTRO hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on CENTRO's certification. If found to be false, or if CENTRO is identified on such list during the course of its contract with City, City may terminate

this Agreement for material breach.

EXECUTED and **AGREED** to as indicated below.

CITY OF SAN ANTONIO

CENTRO SAN ANTONIO

Erik Walsh
City Manager



Matt Brown
President and CEO

Approved as to Form:

Krista Cover
Assistant City Attorney