

City of San Antonio



AGENDA

City Council A Session

Municipal Plaza Building
114 W. Commerce Street
San Antonio, Texas 78205

Thursday, June 6, 2024

9:00 AM

Municipal Plaza Building

The City Council will hold its regular meeting in the Norma S. Rodriguez Council Chamber in the Municipal Plaza Building beginning at the above referenced date and time for the following items. Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times.

9:00AM: Call to Order

Members of the public can comment on items on the agenda. To sign up to speak visit www.saspeakup.com. Click on meetings and events and select the meeting you'd like to participate in. Sign up to speak or submit a written comment. Questions relating to these rules may be directed to the Office of the City Clerk at (210) 207-7253.

Individuals signing up for public comment may register for VIA bus fare or parking validation at www.saspeakup.com. VIA bus fare or parking at City Tower Garage (located at 100 Blk N. Main) will be provided to individuals who request the assistance. Staff will provide VIA bus fare passes and parking validation tickets in the lobby of City Council Chambers.

To view the Live meeting please view our [Live Stream](#)

During the meeting, the City Council may meet in executive session for consultation with the City Attorney's Office concerning attorney-client matters under Chapter 551 of the Texas

Government Code.

ACCESS STATEMENT

The City of San Antonio ensures meaningful access to City meetings, programs and services by reasonably providing: translation and interpretation, materials in alternate formats, and other accommodations upon request. To request these services call (210) 207-2098 or Relay Texas 711 or by requesting these services online at <https://www.sanantonio.gov/gpa/LanguageServices>. Providing at least 72 hours' notice will help to ensure availability.

Intérpretes en español estarán disponibles durante la junta del consejo de la ciudad para los asistentes que lo requieran. También se proveerán intérpretes para los ciudadanos que deseen exponer su punto de vista al consejo de la ciudad. Para más información, llame al (210) 207-7253.

For additional information on any item on this agenda, please visit www.sanantonio.gov or call (210) 207-7080.

44.

2024-06-06-0415

Ordinance approving a professional service agreement with San Antonio Rising Stars, Inc. in the amount of \$250,000 from asset forfeiture funds to support the San Antonio Police Department's Community Crime Prevention Program, for a one-year term with a one year renewal option. [Maria Villagomez, Assistant City Manager; William McManus, Police Chief, Police Department]

THE CITY COUNCIL MAY RECESS FOR LUNCH AND RECONVENE TO CONSIDER ANY UNFINISHED COUNCIL BUSINESS

6:00 P.M. – If the Council has not yet adjourned, the presiding officer shall entertain a motion to continue the council meeting, postpone the remaining items to the next council meeting date, or recess and reconvene the meeting at a specified time on the following day.

Printed on: 04/06/2025 07:54 AM



City of San Antonio

Agenda Memorandum

File Number:

Agenda Item Number: 44

Agenda Date: June 6, 2024

In Control: City Council A Session

DEPARTMENT: Police Department

DEPARTMENT HEAD: William McManus, Chief of Police

COUNCIL DISTRICTS IMPACTED: Citywide

SUBJECT:

Community Crime Prevention Program for the San Antonio Police Department

SUMMARY:

This ordinance authorizes a contract with San Antonio Rising Stars, Inc. in the amount of \$250,000 to provide continued support to the San Antonio Police Department (SAPD) Crime prevention program. The agreement is for one-year with the option to renew for an additional year upon approval of City Council. Funds for this agreement are available from the FY 2024 Confiscated Property Fund Budget.

BACKGROUND INFORMATION:

SAPD's Community Crime Prevention Program partners with organizations who clearly demonstrate an immediate ability to address crime prevention and support programs. Crime prevention programs include strategies and measures that seek to reduce the risk of crimes occurring and the impact on San Antonio neighborhoods by reducing risk factors or increasing protective factors. This program focuses in reducing the risk of crime in the areas of youth violence, domestic violence, anti-drug/group violence, and antibullying.

This is the fourth year of the Community Crime Prevention Program. Activities and programs conducted under these programs include:

- **Trainings** – Walk-a-Mile in My Shoes, Anti-Bullying and Abduction Prevention Training
- **Programs** – Teen Walk to Teen Talk, Community Basketball League, Increasing Children Education (ICE) Program, training/essentials bag to young men released from juvenile detention, youth program(s) with Bexar County Panthers (football), youth anti-bullying/anti-gang workshops at Jefferson and Lanier high schools and Judson middle school, and youth group trips to the movies, Andretti's, and Main Event.
- **Community Outreach Activities with SAPD** – Urban Air activity, Top Golf, Movies, Champs Shoe Drive, Junior Chef Competition, Neighborhood Association meetings, San Antonio Neighbors Together.

The City issued a Request for Proposals (RFP) for “Community Crime Prevention” (RFP 24-049, 6100017642) on January 17, 2024, with a submission deadline of February 28, 2024. The RFP was advertised in the HartBeat, TVSA channel, the City's Bidding & Contracting Opportunities website, the San Antonio e-Procurement System and an email notification was released to a list of potential respondents. Four proposals were received, and one proposal was deemed nonresponsive due to respondent's failure to submit required proposal documents: Experience, Background and Qualifications and Proposed Plan that were established as part of this Request for Proposal. The remaining three proposals were deemed eligible for evaluation.

The evaluation committee consisted of representatives from the SAPD, Department of Human Services and San Antonio Metropolitan Health District. The Finance Department assisted by ensuring compliance with City procurement policies and procedures. The evaluation consisted of 100 points: 25 points for experience, background, and qualifications; 35 points for proposed plan; and 15 points for price schedule; 5 points for the Small Business Enterprise (SBE) Prime Contract Program; 5 points for the Minority Women Business Enterprise (M/WBE) Prime Contract Program; 10 points for the Local Preference Program; and 5 points for the Veteran-Owned Small Business Preference Program. Additional categories of consideration included references and financial qualifications.

The evaluation committee met to discuss and score the three proposals on March 29, 2024. The top ranked firm was San Antonio Rising Stars, Inc.

San Antonio Rising Stars proposal focuses on youth demographics across the city in support of community crime prevention. Additionally, proposed services address youth and domestic violence, antidrug/group violence prevention and anti-bullying.

ISSUE:

This ordinance authorizes a contract with San Antonio Rising Stars, Inc. in the amount of \$250,000 to provide continued support to the San Antonio Police Department (SAPD) Crime prevention program. The agreement is for one-year with the option to renew for an additional year upon approval of City Council. Funds for this agreement are available from the FY 2024 Confiscated Property Fund Budget.

This contract is awarded in compliance with the Small Business Economic Development Advocacy (SBEDA) Program. The Local Preference Program applied to this contract and the recommended firm is a local business. The Veteran-Owned Small Business Preference Program applied to this contract; however, the recommended firm is not a Veteran-Owned Small Business.

ALTERNATIVES:

Should this contract not be approved, the San Antonio Police Department will issue another request for proposal to select other eligible agency(ies).

FISCAL IMPACT:

Funds in the amount of \$250,000 are available from the FY 2024 Confiscated Property Fund Budget.

RECOMMENDATION:

Staff recommends approval of this ordinance.

**PROFESSIONAL SERVICES CONTRACT
WITH
SAN ANTONIO RISING STARS, INC.,**

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation ("CITY"), acting by and through its Chief of Police and SAN ANTONIO RISING STARS, INC., ("CONTRACTOR"), by and through its CEO, Charles Sattiewhite, both of which may be collectively referred to as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

- 1.1 This CONTRACT shall commence on the day it is executed by both parties and shall terminate one year later unless earlier termination shall occur pursuant to any provision hereof.
- 1.2 City shall have the option to renew this Agreement on the same terms and conditions for up to one additional, one-year period. Renewal shall be in writing and signed by the Chief of Police, or designee, without further action by the San Antonio City Council.
- 1.3 If funding for the entire CONTRACT is not appropriated at the time this CONTRACT is entered into, CITY retains the right to terminate this CONTRACT at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in Section 1.1 is subject to and contingent upon subsequent appropriation.
- 1.4 Funding through this Contract is based on an allocation from the following sources:

 X Asset Forfeiture Funds
 General Fund
 (Other Funding Sources)

II. SCOPE OF SERVICES

- 2.1 The CONTRACTOR agrees to provide all services in compliance with the Request for Proposals prepared by the City **Attachment A** and the SAN ANTONIO RISING STARS Community Crime Prevention Program Grant Submission **Attachment B**, both of which are attached hereto and incorporated herein as: All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of Chief of Police. The determination made by Chief of Police shall be final, binding and conclusive on all Parties hereto. CITY shall be under no obligation to pay for any work performed by CONTRACTOR, which is not

satisfactory to Chief of Police. CITY shall have the right to terminate this CONTRACT, in accordance with Article XIV. Termination, in whole or in part, should CONTRACTOR's work not be satisfactory to Chief of Police; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

- 2.2 Contractor shall create projects or activities that support the development, evaluation, demonstration, dissemination, and implementation of programs supporting community involvement in law enforcement activities. All projects and activities will center around community safety and wellbeing utilizing and equity informed framework.
- 2.3 Contractor shall create projects or activities using an evidence-based approaches to improve public safety while reducing crime outside of the traditional law enforcement context. The projects will also apply principles of community policing and procedural justice, and all project solutions use a culturally responsive model that is community-driven and centers on the needs of the supported communities. The projects and activities shall support law enforcement activities and local crime prevention awareness campaigns. The projects will address one or more of the following topics:
 1. Implement the principles of community policing.
 2. Prevent hate crimes and youth violence.
 3. Address problems associated with domestic violence through prevention, intervention, treatment, initiation of demonstration projects (e.g., programs working with children exposed to domestic violence), and holistic programs addressing domestic violence.
 4. Provide assistance to crime victims.
 5. Manage drug abuse prevention, education, and treatment programs.
 6. Institute programs that address the elimination of recidivism.
- 2.4 CONTRACTOR shall provide resources to support cultural responsiveness through community-driven and evidence-based models. Additionally, all activities and projects should prioritize investing in community safety approaches beyond policing, including those programs as stated in **Attachment B** Grant submission: Proposed Plan Part Three – Program Plan & Course Summaries.

III. COMPENSATION TO CONTRACTOR; FISCAL RESPONSIBILITY

- 3.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by Chief of Police, of all services and activities set forth in this CONTRACT, CITY agrees to pay CONTRACTOR an amount not to exceed \$250,000.00 as total compensation, to be paid to CONTRACTOR as provided in this section. All correspondence by CONTRACTOR to the City in regard to compensation under this section shall be made to the attention of the San Antonio Police Department Contract Administration Office, Contract Manager, Jennifer Ramirez.

- 3.2 CONTRACTOR shall submit to the City a written request for advance payment for insurance for the term of this agreement, providing a copy of the insurance quote from a licensed agent or broker. No services may be performed under this agreement until proof of insurance coverage is provided to the City, as required by section 11.1.
- 3.3 CONTRACTOR may request advancement of funds in the form prescribed by the City, including a detailed statement of the services to be provided in accordance with section 2.1, 30 days prior to providing such services as may be authorized by the City following receipt of this statement.
- 3.4 Within 30 days of the conclusion of any services provided under section 2.1, CONTRACTOR shall provide to the City a statement as to the actual expenditure of funds advanced for those services on a form proscribed by the City. If the actual expenditure was less than the amount of funds advanced, such amount shall be subtracted from the next payment, whether for services already rendered or for the advancement of additional funds under section 3.3. If CONTRACTOR at the termination of this agreement has any money advanced under section 3.3 that have not properly accounted for under this section, such funds shall be returned to the City.
- 3.5 No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by City. The parties hereby agree that all compensable expenses of CONTRACTOR have been provided for in the total payment to CONTRACTOR as specified in section 3.1 above. Total payments to CONTRACTOR cannot exceed that amount set forth in section 3.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefor.
- 3.6 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to CONTRACTOR following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than CONTRACTOR, for the payment of any monies or the provision of any goods or services.
- 3.7 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONTRACTOR, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.8 CONTRACTOR shall comply with the following fiscal responsibilities:

CONTRACTOR is prohibited from using the grant funding for the following:

- a. Awards to individuals.
- b. Organizations or projects which discriminate based upon race, ethnicity, age, gender or sexual orientation.
- c. Political campaigns or direct lobby efforts.
- d. Post-events or after-the-fact situations.
- e. Fundraising events such as golf tournaments, walk-a-thons or fashion shows.

f. Salaries, benefits or overtime.

- 3.9 CONTRACTOR shall maintain a financial management and accounting records system that provides the following:
- a. A budget itemizing the usage of funds;
 - b. Source documentation (i.e. timesheets, subcontractor agreements, purchases, and other documentation as required by CITY);
 - c. Identification of the source and application of funds for City-sponsored activities. The records shall contain information pertaining to CITY awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
 - d. Effective control over and accountability for all funds, property, and other assets. CONTRACTOR shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
 - e. Identification of separate funds by funding source and project;
 - f. Whenever appropriate or required by the CITY, financial information should be related to performance and unit cost data;
 - g. Procedures to minimize the time elapsing between the transfer of funds from the CITY and the disbursement of said funds by the CONTRACTOR;
 - h. Procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with the CITY; and
 1. An accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

IV. INDEPENDENT CONTRACTOR

- 4.1 CONTRACTOR understands and agrees that CONTRACTOR is an independent contractor, and not an officer, agent, servant or employee of CITY, and that CONTRACTOR is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and CONTRACTORS, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. CONTRACTOR understands and agrees that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONTRACTOR under this CONTRACT and that the CONTRACTOR has no authority to bind the CITY.

V. CONFIDENTIALITY

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by CONTRACTOR under this CONTRACT shall be disclosed or made available to any individual or organization by CONTRACTOR without the express prior written approval of CITY. In the event CONTRACTOR receives a request to disclose or produce documents, CONTRACTOR shall inform the CITY immediately for the purpose of receiving direction regarding the manner of processing.
- 5.2 CONTRACTOR shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONTRACTOR may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

VI. OWNERSHIP OF DOCUMENTS

- 6.1 Any and all writings, documents or information ("documents") produced by CONTRACTOR or within CONTRACTOR's custody pursuant to the provisions of this CONTRACT are the exclusive property of CITY; and no such documents shall be the subject of any copyright or proprietary claim by CONTRACTOR.
- 6.2 CONTRACTOR understands and acknowledges that as the exclusive owner of any and all such documents, CITY has the right to use all such documents as CITY desires, without restriction or further compensation to CONTRACTOR. CONTRACTOR shall deliver, at CONTRACTOR's sole cost and expense, all CONTRACT related documents and reports to the CITY in accordance with the dates established under this CONTRACT, and in a timely and expeditious manner, and if a delivery date is not specified, then upon termination of the CONTRACT.
- 6.3 CONTRACTOR shall notify CITY immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this CONTRACT. CONTRACTOR understands and agrees that CITY will process and handle all such requests.

VII. RIGHT OF REVIEW AND RECORDS RETENTION

- 7.1 CONTRACTOR and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the CITY at their respective offices, at all reasonable times and as often as CITY may deem necessary during the CONTRACT period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.
- 7.2 CONTRACTOR shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention

period”) from the date of termination of the CONTRACT. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, CONTRACTOR shall retain the records until the resolution of such litigation or other such questions. CONTRACTOR acknowledges and agrees that CITY shall have access to any and all such documents at any and all times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require CONTRACTOR to return the documents to CITY at CONTRACTOR’s expense prior to or at the conclusion of the retention period. In such event, CONTRACTOR may retain a copy of the documents.

VIII. LICENSES AND CERTIFICATIONS

- 8.1 CONTRACTOR warrants and certifies that CONTRACTOR and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that CONTRACTOR meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

IX. COMPLIANCE

- 9.1 CONTRACTOR shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONTRACTOR to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.
- 9.2 The CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker’s Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, CONTRACTOR 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. Also, CONTRACTOR certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Age Discrimination Act of 1975, as amended;
 - d. Title IX of the Education Amendments of 1972, as amended; and
 - e. All applicable regulations implementing the foregoing laws.

X. CONFLICT OF INTEREST

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the City's Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: (i) a City officer or employee; (ii) his parent, child, sibling, spouse or other family member within the first degree of consanguinity or affinity; (iii) an entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the entity, or (b) 10% or more of the fair market value of the entity; or (iv) an entity in which any individual or entity listed above is a subcontractor on a City contract, a partner or a parent or subsidiary entity.
- 10.2 CONTRACTOR warrants and certifies, and this CONTRACT is made in reliance thereon, that (i) by contracting with the City, CONTRACTOR does not cause a City employee or officer to have a prohibited financial interest in the CONTRACT; and that (ii) it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code. CONTRACTOR further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.
- 10.3 CONTRACTOR acknowledges that City's reliance on the above warranties and certifications is reasonable.

XI. INSURANCE

- 11.1 No later than 30 days commencement of work or services under this CONTRACT, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Police Department. The certificate must be:
- clearly labeled with the legal name of the agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Police Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the agreement.

- 11.2 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 11.3 CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the LICENSEE claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

| <u>TYPE</u> | <u>AMOUNTS</u> |
|---|--|
| 1. Workers' Compensation 2. Employers' Liability | Statutory \$500,000/\$500,000/\$500,000 |
| 3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent contractors c. Products/completed operations d. Personal/ Advertising Injury e. Contractual Liability | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$500,000 per occurrence; \$1,000,000 General Aggregate, or its equivalent in Umbrella Liability Coverage |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$250,000 per occurrence |
| 5. Professional Liability (Claims Made) *To be maintained and in effect for no less than two years subsequent to the completion of the professional services | \$500,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services. |
| *If Applicable | |

- 11.4 CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names

CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

- 11.5 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: San Antonio Police Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- 11.6 CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- CONTRACTOR shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- 11.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend CONTRACTOR's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

- 11.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a

material breach of this Agreement.

- 11.9 In addition to any other remedies CITY may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to LICENSEE under this Agreement until CONTRACTOR demonstrates compliance with requirements.
- 11.10 Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subcontractors' performance of the work covered under this Agreement.
- 11.11 CONTRACTOR's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
- 11.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 11.13 CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XII. INDEMNITY

- 12.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, CONTRACTOR or subcontractor of CONTRACTOR, and their respective officers, agents, employees, director and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL**

IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 12.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.
- 12.3 Defense Counsel - City shall have the right to approve defense counsel to be retained by CONTRACTOR from a list of panel counsel, where available, as required under CONTRACTOR's applicable insurance policy, in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 12.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

XIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

- 13.1 Non-discrimination. As a condition of entering into this agreement, CONTRACTOR represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IIIC.1 of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONTRACTOR retaliate against any person for reporting instances of such discrimination. CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace

discrimination that have occurred or are occurring in City's Relevant Marketplace. CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of CONTRACTOR from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this nondiscrimination clause in all subcontracts for the performance of this agreement.

XIV. TERMINATION

- 14.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 14.2 **TERMINATION BY NOTICE:** The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is sent. If the notice does not specify a date of termination, the effective date of termination shall be thirty-five (35) days after the date the notice is sent. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination.
- 14.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, the non-defaulting party may elect to terminate this CONTRACT, in whole or in part, upon written notice, as of the date provided in the notice.
- 14.4 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 14.5 **NON-APPROPRIATION:** In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONTRACTOR written notice stating that the City of San Antonio failed to appropriate funds.
- 14.6 **EFFECT OF TERMINATION:** Upon the effective date of expiration or termination of this CONTRACT CONTRACTOR shall cease all operations of work being performed by CONTRACTOR or any of its approved subcontractors pursuant to this CONTRACT. The

period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the CONTRACTOR to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONTRACTOR in accordance with Article VII, Right of Review and Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the CONTRACTOR's sole cost and expense.

- 14.7 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONTRACTOR shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. Failure by CONTRACTOR to submit its claims within said thirty (30) days shall negate any liability on the part of CITY and constitute a waiver by CONTRACTOR of any and all right or claims to collect funds that CONTRACTOR may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.
- 14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the CONTRACTOR'S books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the CONTRACTOR shall pay the CITY any amount shown by said audit to be owed the CITY.
- 14.9 Termination not sole remedy. In no event shall CITY's action of terminating this CONTRACT, whether for cause or otherwise, 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 CONTRACTOR for any default hereunder or other action.

XV. AMENDMENT

- 15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the Parties unless such amendment be in writing, executed by both CITY and CONTRACTOR and dated subsequent to the date hereof.
- 15.2 It is understood and agreed by 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 CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested,

postage prepaid, to CITY or CONTRACTOR at the respective address set forth below or to any other address of which written notice of change is given:

CITY

City of San Antonio
Attn: Chief of Police
San Antonio Police Department
315 S. Santa Rosa
San Antonio, Texas 78207

CONTRACTOR

SAN ANTONIO RISING STARS
Charles Sattiewhite
2134 Daniel Boone Dr
San Antonio, TX 78238

XVII. LEGAL AUTHORITY

- 17.1 The person signing on behalf of CONTRACTOR represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONTRACTOR and has authority to bind CONTRACTOR to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

- 18.1 CONTRACTOR shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this CONTRACT. CONTRACTOR shall obtain prior written approval from CITY before assigning or subcontracting any responsibilities under this CONTRACT. The violation of this provision by CONTRACTOR shall not release CONTRACTOR from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONTRACTOR from the payment of any damages to CITY which CITY sustains as a result of such violation.
- 18.2 Any services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by subcontractors with this CONTRACT shall be the responsibility of CONTRACTOR. CITY shall in no event be obligated to any third party, including any subcontractor of CONTRACTOR, for performance of services or payment of fees.

XIX. PARTIES BOUND

- 19.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONTRACTOR may not assign this CONTRACT without prior written consent of CITY in accordance with Article XIX, Subcontracting and Assigning Interest.

XX. NON-WAIVER

- 20.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT 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. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT 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.

XXI. VENUE AND GOVERNING LAW

- 21.1 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**
- 21.2 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXII. SEVERABILITY

- 22.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

XXIII. INCORPORATION OF EXHIBITS

- 23.1 Each of the Exhibits listed below are an essential part of this Contract, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all exhibits:

Exhibit A – City's Request for Proposals

Exhibit B- CONTRACTOR's Proposed Program Plan

XXIV. ENTIRE AGREEMENT

- 24.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed

to exist or to bind the Parties unless same be executed in accordance with Article XV, Amendment.

EXECUTED as of the date of the last party to sign below, the ____ day of _____, 2024.

CITY


CITY OF SAN ANTONIO, TEXAS

WILLIAM MCMANUS
Chief of Police
San Antonio Police Department

Date

CONTRACTOR

**SAN ANTONIO RISING
STARS, INC.**

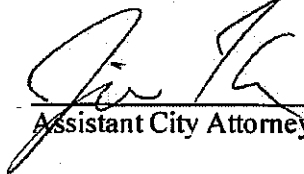


CHARLES SATTIEWHITE
CEO
SAN ANTONIO RISING STARS,
Inc.

05/22/2024

Date

APPROVED AS TO FORM:



Assistant City Attorney

ATTACHMENTS

Attachment A – Request for Proposals

Attachment B – Contractor's Proposed Program Plan

Contract # _____

Attachment A
Request for Proposals

Contract # _____

Attachment B

Contractor's Proposed Program Plan



CITY OF SAN ANTONIO

Contracts Disclosure Form

Please print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a:

☐ New Submission ☐ Correction ☒ Update to previous submission

*1) Name of person submitting this disclosure form.

* First

charles

M.I.

* Last

Sattiewhite

Suffix

*2) Contract Information

a) Contract or Project Name:

San Antonio Rising stars, Inc.

b) Originating Department:

SAPD

*3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Name

San Antonio Rising Stars Inc

charles sattiewhite

b) Name and title of contract signatory

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Type

Name

Board Member

Pamela Conway

Board Member

David Gates

Board Member

Marie Priestly

***4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

- ☒ **Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.**
- ☐ **Names of partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:**

***5) List any individuals or entities that will be subcontractors on this contract.**

- ☒ **Not applicable. No subcontractors will be retained for this contract.**
- ☐ **Subcontractors may be retained, but have not been selected at the time of this submission.**
- ☐ **List of subcontractors, including the name of the owner(s), and business name:**

***6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

- ☒ **Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**
- ☐ **List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:**

***7) Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a. any individual seeking contract with the city (Question 3)
- b. any owner or officer of entity seeking contract with the city (Question 3)
- c. any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d. any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e. the spouse of any individual listed in response to (a) through (d) above
- f. any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

- ☒ **Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.**
- ☐ **List of contributions:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;

- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
- f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8) Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

- ☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.
- ☐ I am aware of the following conflict(s) of interest:

*9) Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

- ☒ No
- ☐ Yes

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

- ☒ No
- ☐ Yes

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

- ☒ No
- ☐ Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

Acknowledgements

*1. Updates Required

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

*3. Contribution Prohibitions for "High-Profile" Contracts

- ☒ This is not a high-profile contract.
☐ This is a high-profile contract.

*4. Conflicts of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

* Oath

- ☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

* Your Name:

Charles Sattiewhite

Title:

CEO

* Company Name or DBA:

San Antonio Rising Stars, INC.

Date:

5/24/2024

Please print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966


San Antonio, Texas 78283-3966

GR.1075-01.PUR.REPORT.Contracts Disclosure Form
Rev. 09/07/2021

FINAL SCORE MATRIX

| | | | | |
|---|-----------------------|---|---|--|
| RFP for Community Crime Prevention Program (RFP 24-049; RFx 6100017642) Score Summary *FINAL EVALUATION March 29, 2024 | Maximum Points | San Antonio Rising Stars, Inc. 2134 Daniel Boone Dr. San Antonio, TX 78238 | WestCare Texas, Inc. 1023 N Pine St. San Antonio, TX 78202 | SUIT UP The World, LLC dba SUIT UP! 113 Shoalwater Way Rockport, TX 78382 |
| A - Experience, Background, and Qualifications | 25 | 22.40 | 14.20 | 11.40 |
| B - Proposed Plan | 35 | 29.20 | 19.20 | 14.60 |
| A - B Sub-Total | 60 | 51.60 | 33.40 | 26.00 |
| C - Price | 15 | 3.80 | 15.00 | 15.00 |
| D - SBEDA - SBE Prime Contract Program | 5 | 0.00 | 0.00 | 5.00 |
| D - SBEDA - M/WBE Prime Contract Program | 5 | 0.00 | 0.00 | 5.00 |
| E - Local Preference Program | 10 | 10.00 | 10.00 | 0.00 |
| F - Veteran-Owned Small Business Preference Program | 5 | 0.00 | 0.00 | 0.00 |
| TOTAL SCORE | 100 | 65.40 | 58.40 | 51.00 |
| RANK BASED ON TOTAL SCORE | | | | |
| | | 1 | 2 | 3 |

*One evaluation meeting held with no interviews conducted.

The background of the slide features the official badge of the San Antonio Police Department. The badge is shield-shaped with a gold border. Inside the shield, the words "SAN ANTONIO" are written in a large, gold, serif font at the top. Below this, there is a gold silhouette of the Alamo mission building. At the bottom of the shield, the word "POLICE" is written in the same gold, serif font. The entire badge is set against a dark blue background with horizontal lines.

Community Crime Prevention Program City Council A Session

Presented by Chief of Police William McManus

June 6, 2024

Presentation Overview



- Community Crime Prevention Program
- Project & Solicitation Overview
- Project Timeline
- Evaluation & Recommendation

Community Crime Prevention Program



SAPD's Community Crime Prevention Program looks to:

- Administer and distribute \$250,000 in confiscated property funds to agencies that demonstrate an immediate ability to address crime prevention and support programs
- Including:
 - Domestic violence reduction
 - Anti-drug/group violence prevention
 - Youth violence and anti-bullying
 - Neighborhood security and awareness
 - Elimination of recidivism

Project Overview



Community Crime Prevention Program

- Efforts supporting law enforcement activities and local crime prevention awareness campaigns:
 - Implement the principles of community policing
 - Prevent hate crimes and youth violence
 - Address domestic violence through prevention, intervention and treatment
 - Provide assistance to victims of crime
 - Establish initiatives to reduce gun violence
 - Manage drug abuse prevention, education, and treatment programs
 - Institute programs that address the elimination of recidivism

Solicitation Overview

- Community Crime Prevention Program

| Overview | | | | | |
|-------------------|--|--|--|------------------------|--------------|
| Solicitation Type | | | | | RFP |
| Estimated Value | | | | | \$250,000 |
| Proposed Term | | | | 1 year w/1 year option | |
| Contract Status | | | | | New Contract |

Solicitation Overview

Outreach

- NIGP Codes Identified
 - 990 - Crime Prevention Services
- Number of Vendors to be Notified
 - Central Vendor Registry
 - Targeted Vendor Outreach
- Advertising
 - San Antonio Express-News
 - San Antonio e-Procurement system
 - TVSA Channel 21
 - Email notification was released to a list of potential Respondents

Evaluation Voting Members

- Karen Falks, Assistant Chief, SAPD
- Richard Riley, Assistant Director, SAPD
- Jessica Dovalina, Assistant Director, DHS
- Hector Salas, Deputy Chief, SAPD
- Derek Taylor, Sr. Management Coordinator, Stand Up SA, SAMHD

Solicitation Overview

Evaluation Criteria

Experience, Background, Qualifications: 25 points

Proposed Plan: 35 points

Performance Measure Scorecard: 15 points

SBEDA Requirements: SBE Prime Contract Program: 5 points

MWBE Prime Contract Program: 5 points

Local Preference Program: 10 points

Veteran Owned Small Business Preference Program: 5 points

Additional Requirements

Audited Financial Statements: Required

Project Timeline

Pre-Solicitation

SBEDA approved:

- November 27, 2023

Release Date:

- January 17, 2024

Solicitation

Pre-Submittal
Conference:

- January 24, 2024

Deadline for
Questions:

- January 26, 2024

Due Date:

- February 28, 2024

Post-Solicitation

Evaluation

Complete:

- March 29, 2024

Contract Negotiated:

- April/May 2024

Finalization

• City Council
Consideration:

- June 6, 2024

• Contract Start Date:


- June 2024

Evaluation & Recommendation

- Request for Proposals (RFP) released - January 17, 2024
- Responses due - February 28, 2024
- Three (3) agency responsive proposals eligible for review
- Evaluation Committee review/scoring - March 29, 2024
- The Committee included representatives from:
 - San Antonio Police Department
 - Department of Human Services
 - San Antonio Metropolitan Health District

Evaluation & Recommendation

- Proposals evaluated:
 - 100-point scale
 - Published criteria for community crime prevention services
- Evaluation committee agreed, scored, selected and awarded funding to the top agency, San Antonio Rising Stars, Inc. - \$250,000

The background of the slide features the official badge of the San Antonio Police Department. The badge is shield-shaped with a gold border. Inside the shield, the words "SAN ANTONIO" are written in a large, gold, serif font at the top. In the center is a gold silhouette of the Alamo mission building. At the bottom, the word "POLICE" is written in the same gold, serif font. The entire badge is set against a dark blue background.

Community Crime Prevention Program City Council A Session

Presented by Chief of Police William McManus

June 6, 2024

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL.**

ORDINANCE

**APPROVING A PROFESSIONAL SERVICE AGREEMENT
WITH SAN ANTONIO RISING STARS, INC. IN THE
AMOUNT OF \$250,000.00 TO SUPPORT THE SAN
ANTONIO POLICE DEPARTMENT'S COMMUNITY
CRIME PREVENTION PROGRAM, FOR A ONE-YEAR
TERM WITH A ONE-YEAR RENEWAL OPTION.**

* * * * *

WHEREAS, the City wants to sponsor community crime prevention programs for the benefit of citizens of San Antonio and visitors; and

WHEREAS, San Antonio Rising Stars, Inc. has submitted a proposal to provide anti-drug, group violence and prevention programs with community outreach activities, to address, reduce and prevent crime within the city; and

WHEREAS, the city proposes to use asset forfeiture funds of the San Antonio Police Department in an amount not to exceed \$250,000.00 to finance these programs; and

WHEREAS, the services provided under these contracts are professional in nature and require specialized or advanced skills, knowledge, qualifications, and/or certifications; **NOW THEREFORE:**

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

SECTION 1. The San Antonio Chief of Police, or designee, are hereby authorized to execute a professional services contract with San Antonio Rising Stars, Inc. in the amount of \$250,000.00 for community crime prevention programs, for a one-year term beginning on the date of full execution, subject to and contingent upon the deposit of all required insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit A**.

SECTION 2. The Chief of Police or designee are also hereby authorized to renew the agreement on the same terms and conditions for one additional one-year period without further action by City Council, contingent upon additional funding approved by City Council in the budget for fiscal year 2025 and subsequent budgets.

SECTION 3. Funding in the amount of \$250,000.00 for the agreement in this ordinance is available in Fund 29038000, Cost Center 1711020001 and General Ledger 5201040 as part of the Fiscal Year 2024 Adopted Budget approved by City Council.

SECTION 4: Payment in amount of \$250,000.00 is authorized to San Antonio Rising Stars, Inc. and should be incumbered with a purchase order.

SECTION 5: 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 6. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this ____ day of _____, 2024.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney

EXHIBIT A