

SUBAWARD AGREEMENT
TERMS AND CONDITIONS

This SUBAWARD AGREEMENT is made by and between **SAM HOUSTON STATE UNIVERSITY**, a member of The Texas State University System and an agency of the State of Texas, hereinafter referred to as "**SHSU**" and **SUBRECIPIENT** (as identified in *block 2* of the cover page), hereinafter referred to as "**SUBRECIPIENT**".

SHSU has the project identified in *block 3* of the cover page. This project falls under the direction of the SHSU PI identified in *block 9* of the cover page, hereinafter referred to as "Project Director". The project is funded by Prime Award No., Prime Sponsor and CFDA No. as identified in *blocks 4 and 5* of the cover page.

SUBRECIPIENT is ready, able and willing to undertake a portion of said efforts.

NOW THEREFORE, and in consideration of the premises of the mutual covenants and promises of the parties hereinafter set forth, it is hereby agreed as follows:

1. **STATEMENT OF WORK.** SUBRECIPIENT agrees to use its reasonable efforts to perform the research/services program as appended hereto and incorporated as **Appendix A**.
2. **TECHNICAL SUPERVISOR/PRINCIPAL INVESTIGATOR.** The research/services will be supervised by Subrecipient's PI/Project Director identified in *block 10* of the cover page as coordinated by the SHSU Project Director. If, for any reason Subrecipient's PI/Project Director is unable to continue to serve as such, and a successor acceptable to both SHSU and the SUBRECIPIENT is not available, this Agreement shall be terminated as provided in Article 8.
3. **PERIOD OF PERFORMANCE.** The research/services shall be conducted during the period identified in *block 6* of the cover page and will be subject to extension only by mutual written agreement of the parties.
4. **PRICE AND PAYMENT.** As compensation for the performance of this Agreement, SHSU agrees to reimburse SUBRECIPIENT for actual costs incurred not to exceed the cost identified in *block 7* of the cover page.

Payments shall be made to SUBRECIPIENT upon submission of monthly invoices prepared in sufficient detail to indicate clearly the nature of all expenses in the format of the budget included as **Appendix B** hereto. Supporting detail, including copies of receipts and time records, shall be provided for payroll, travel, consultants and equipment purchases. Invoices shall be submitted to the address identified in *block 13* of the cover page.

The final invoice must be submitted within 60 calendar days after the termination date of this Agreement and must be marked "Final" by the SUBRECIPIENT.

5. **AUDIT.** The Associate Vice President of the SHSU Office of Research Administration and representatives of the Prime Sponsor shall have access to any pertinent book, document, papers, and records of the SUBRECIPIENT to make audits, examinations, excerpts and transcripts. All of the foregoing provisions shall apply to any lower tier subrecipient performing substantive work under this SUBAWARD AGREEMENT.

The books of account, files and records of the SUBRECIPIENT which are applicable to this Agreement shall at all reasonable times be available for inspection, review and audit by the cognizant federal audit agency of SHSU to determine the proper application and use of all funds paid to or for the account or benefit of the SUBRECIPIENT; in addition, the SUBRECIPIENT shall provide such special reports as required by SHSU to permit evaluation of progress on the subject.

SUBRECIPIENT agrees to maintain all financial records pertinent to this Agreement for a period of three (3) years from the later of final payment under any phase of this Agreement or submission of the final report to SHSU.

SUBRECIPIENT shall reimburse to SHSU a sum of money equivalent to the amount of any expenditures disallowed should the funding agency or authorized agency rule through audit exception or some other appropriate means, that the expenditures were not made in compliance with the regulations of the funding agency or the provisions of this Agreement.

6. DELIVERABLES. The deliverables required under this Agreement are identified in **Appendix A**
7. TITLE TO EQUIPMENT. SUBRECIPIENT shall retain title to all equipment purchased and/or fabricated with funds provided under this Agreement. For all non-budgeted equipment, written approval must be obtained by SHSU prior to purchasing. For equipment listed in the budget that exceeds the budgeted amount, prior written approval must be obtained by SHSU.
8. TERMINATION. Performance under this Agreement may be terminated by SHSU upon written notice. Performance may be terminated by SUBRECIPIENT if circumstances beyond its control preclude continuation of the research/services. Upon termination, SUBRECIPIENT will be reimbursed as specified in Article 4 for all costs and non-cancelable commitments incurred in the performance of the research/services, such reimbursement not to exceed the total estimated cost specified in Article 4.
9. PUBLICATIONS AND COPYRIGHTS. SHSU will be free to publish the results of research/services under this Agreement.
10. ASSURANCES: By acceptance of this Agreement the SUBRECIPIENT hereby certifies the following:

SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

SUBRECIPIENT is not delinquent on any Federal debt.

SUBRECIPIENT is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

To the best of SUBRECIPIENT's knowledge and belief:

- a. No Federal appropriated funds have been or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The SUBRECIPIENT shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
11. **INDEPENDENT CONTRACTOR:** For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.
12. **ADDITIONAL PROVISIONS.** This Agreement is further governed by the terms and conditions of the PRIME AGREEMENT. Should a conflict between provisions occur, the terms of this Agreement shall take precedence over the terms and conditions of the Prime Agreement.
13. **SEVERABILITY.** If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
14. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas.
15. **DISPUTE RESOLUTION.** SUBRECIPIENT must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUBRECIPIENT must submit written notice of a claim of breach of contract under this chapter to Dr. Fernando Gomez, Texas State University System Vice Chancellor and General Counsel. SHSU is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of SHSU to claim any exemptions, privileges and immunities as may be provided by law.
16. **EXPORT ADMINISTRATION.** It is understood that SHSU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with the Export Administration Act of 1979, 50USC2401-2420 (as implemented by the EAR). Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both SHSU and SUBRECIPIENT hereby agree and represent that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting therefrom, shall be conducted in full compliance with the export control laws of the United States.

17. ASSIGNMENT. No part of this Agreement may be assigned or subcontracted to a third party without the prior written approval of SHSU.
18. NOTICES. All notices to parties under this Agreement shall be in writing and sent to the names and addresses stated in *blocks 11 and 12* of the cover page. Either party to the Agreement may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.
19. FORCE MAJEURE. Neither party shall be liable for any unforeseen event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement and which it has been unable to overcome by the exercise of due diligence. Such unforeseen events include, but are not limited to, fire, storm, flood, earthquake or other natural catastrophes, accidents, acts of civil disturbance or disobedience, war, rebellion, insurrection, labor strikes or disputes, compliance with any laws, requirements, rules, regulations, or orders of any governmental authority or instrumentality thereof, sabotage, invasion, quarantine, and embargoes, or because of any act of God.
20. NON USE OF NAMES. Neither party shall use the names of the other party, nor of any of its employees or components, nor any adaptation thereof, in any advertising, promotional or sales literature without the prior written consent obtained from the other party, as applicable in each case.

APPENDIX A
(STATEMENT OF WORK)

TEXAS SOUTHERN DISTRICT PROJECT SAFE NEIGHBORHOOD
2009 PROPOSAL

TEXAS CITY POLICE DEPARTMENT
Gang Suppression Grant Program

Program Narrative

The Texas City Police Department has been a participant of the Project Safe Neighborhood Program since 2005 resulting in a very impressive and successful achievement in our goals and objectives. Our program has grown exponentially with its strategies aimed at suppressing gang and gun violence. There are sixty-three (63) documented gangs identified in the city limits of Texas City that consist of three hundred and seventy-six (376) documented gang members. Three hundred and twenty (320) are adults and fifty-six (56) are juvenile gang members. The ethnic demographics indicate one hundred and thirteen (113) Caucasian, one hundred and eighty-six (186) African-American, and seventy-seven (77) Hispanic make up the City's gang population with twenty-three of these members being female. Further analysis reveals the ethnic juvenile demographics as thirteen (13) Caucasian, thirteen (13) African-American, and thirty (30) Hispanic with seven (7) being females.

Recently, we enacted a Z.A.P.P. (Zero-tolerance And Pro-active Patrol) unit was established in 2008, through the Project Safe Neighborhood grant, which provided additional personnel, on an over-time basis, to address the problems of gang recruitment, gang funding activities and denying gang personnel, present in the City, operational freedom. The primary focus of the Z.A.P.P. unit specifically targeted neighborhoods where gangs are gathering, display support for the citizens of these neighborhoods, thus bridging the gap, to create a joint venture between the citizens and police.

Problem

In September, 2008 Galveston County suffered a natural disaster identified as Hurricane "Ike", which totally submerged the Island of Galveston, Texas. The aftermath proved to be much worse than the initial effects of the storm. Through it all, the Galveston County area is recovering relatively well. However, the City of Texas City has been affected by the influx of gang members moving into our City. The Housing Authority in Galveston has been terribly diminished and vouchers were issued to these people to relocate into the neighboring cities.

The nearest city for these people, since transportation is also an issue for them, was Texas City, which is one of the largest cities in Galveston County. Coupled with the downward spiral of our economy, gang affiliations appear to be an attractive means of survival. Young children have little to no support system in their home because their parents are struggling to find work or are working and they have no time for their children. Since they have had to relocate to another city, gang recruitment now has primarily targeted the "new kids" on the block by befriending them, introducing them into the gang, and then inducting them as a member.

Because of the circumstances, this process takes very little time and effort, creating an opportunity for the gangs to increase their memberships and to take advantage of those struggling for survival. These same gang recruitment strategies have also been very successful with the children of the middle class income and higher. With all of the confusion and uncertainty created by Hurricane "Ike" and the slow economy, gangs have capitalized in their efforts to make their gang stronger and more organized.

With this incursion of gang members from Galveston Island and neighboring towns, the recruitment efforts displayed by established gangs, gang activity has increased dramatically. Known gangs are initiating residency in the older middle class neighborhoods, apartments as well as the Housing Authority complexes. They have been known to intimidate the elderly or the children from contacting the police when they observe criminal behavior or gang activity because of fear of retribution. Many of these residents are not familiar with the mannerisms of gang members and believe that the problem will go away if they ignore it rather than face the consequences of an infuriated gang. For the children living in these neighborhoods, it's join the gang or be harassed.

These citizens are afraid and most will not leave their homes for vacations or week-end excursions because they are convinced they will be preyed upon with burglaries and thefts. Children are being isolated in their homes or closely supervised by their parents due to the aggressive recruiting methods of gang members.

City parks are another ideal gathering locale for gang members to meet and fellowship. It's also a place that naturally attracts normal, healthy and vibrant children who just want to play in the park. Consequently, these children are not closely supervised by their parents since they are playing in the park. Gangs recruit and prey upon these children through constant harassment and intimidation, which precludes them from telling their parents or making police reports for fear of retribution. Many of these parks have been "tagged" with graffiti as a display and serves as a notice of the gang's territorial domain.

The Public school population has also increased in Texas City as a result of Hurricane "Ike", since many of the schools in Galveston were completely devastated and the population in the City of Galveston shrank to less than half of what it was prior to the storm. Many of these students were placed in neighboring city's public schools. This is a very fertile recruitment location for gangs because of the general stress these "new kids" have been experiencing and are very susceptible to the gang's aggressive recruiting tactics.

Gang member juveniles deliberately become disruptive in the classrooms with the intention of being re-assigned to the "Alternative Learning Center" designed by the public school to manage "problem" children. This is the perfect setting for gang recruitment because generally these children are failing in school, they have no goals, few friends, no caring parents, and they have no discipline or respect for authority. They're summation reflects a living for the moment mentality without the realization of future consequences. The advantage of being re-assigned to the "Alternative Learning Center" is the students are released earlier than the rest of the school district, so they get out of school earlier, their parents are still at work (in most cases) and they have several hours without supervision to do what they want to do.

Many gang members position themselves close to public schools to interfere with the other students, who are walking home. Since these A.L.C. (Alternative Learning Center) students are released from school earlier than the rest of the district, they have the advantage of gathering to ensnare the normal students into gang involvement or disturbances. These are the same intimidation tactics to recruit or indoctrinate students into the gang and exhibit their commitment as a gang member through criminal activity.

The Texas City Police Department Crime Index purports a significant increase in the total number of assaults (1,398 Assault-total) occurring in 2008 compared to the cases (1,325 Assault-total) recorded in 2007 city wide. Juvenile arrests have increased thirty-six percent (36%) in 2008 with 203 arrests compared to 2007 with 129 arrests. The Z.A.P.P. unit was incredibly successful in decreasing the aggravated assaults with firearms and other deadly weapons through concentrated efforts toward gang and gun related criminal offenses. A gang's financial support is normally derived through avenues of narcotics, burglary, theft, assaults, and motor vehicle thefts for use in criminal episodes, automotive parts or "loan-out" exchanges.

Proposed Strategy

Texas City presently participates with the regional office of the Federal Bureau of Investigation (F.B.I.) with a designated officer who partners with the federal anti-gang effort of that office. When needed or requested, our local officers actively participate in ongoing investigations or operations. This effort provides a partnership resulting in shared intelligence information and operational resource management. The partnership has been established for several years with the anticipation for it to continue for many more years at the current level of federal funding through the Federal Safe Street Task Force. This effort has a limited scope due to manpower limitations. The task force is responsible for an enormous area and is limited in its efforts to concentrate on a relatively small area consisting of one city in its operational area of concern. Texas City routinely shares information with adjacent cities and school districts especially those cities whom we share common geographic borders. Gang members have been known to be very mobile and intelligence sharing with neighboring cities and school districts is vital to the success of curbing gangs and gun violence.

Texas City has an accomplished partnership with the Texas City Independent School District (T.C.I.S.D.), its Campus Police Officers, Texas City Juvenile Court, Levi Fry Intermediate School, Blocker Middle School, the

Texas City High School and the Alternative Learning Center. Planning and implementation has been and will be a cooperative effort of each of these partners.

Z.A.P.P. (Zero-tolerance And Pro-active Patrol) was compensated through the Project Safe Neighborhood grant, which allowed the department to recognize its success. It also warranted a format of having Officers assigned to this type of unit on a full time basis. Z.A.P.P. has been enhanced into the Field Investigative Team (F.I.T.).

The F.I.T. unit expanded the operational dimension by proactively purging the community of the gang related criminal elements and replacing it with programs to enhance the quality of life for those citizens. Primarily, the F.I.T. unit is designed to prevent, suppress, identify, and apprehend those individuals associated with documented gangs responsible for street-level crimes; such as shootings, aggravated assaults, thefts, burglaries, city code violations, and drug-related crimes. The intent is to target the financial means that support these documented gangs and incarcerate gang members in an effort to eradicate the actual gang, thus, discouraging others from joining the gang.

Goals and Objectives:

1. **Field Investigative Team (F.I.T.) Unit Objectives:**
 - a. A collection of specially trained and organized officers designed to focus on gang activity in specific areas until the gang decimates or relocates. Gangs identify themselves through their clothing, colors they wear, hand signs, dancing steps, graffiti, written messages, phrases, internet communication, and the crimes they commit.
 - b. These officers will be using tactics not generally associated with routine patrol duties. Nor will these officers be distracted by radio calls and routine traffic stops. Different approaches, depending on the gang's particular facet of nuisances to the specific area, will be developed through intelligence-gathering and employed to achieve its operational goal.
 - c. Appropriately and aggressively enforce laws typically violated by gang-members; such as alcohol violations, narcotic offenses, tobacco violations, criminal trespass, curfew violations, crimes against property, City Code Violations, Aggravated Assaults, gun related criminal offenses, and large gang disturbances.
 - d. Surveillance and technical equipment has already been purchased by the police department that will aid with criminal case development.
 - e. Main areas of focus will be surrounding areas of our public schools, public parks, and specific neighborhoods experiencing an influx of gang activity. Special events sponsored by the Chamber of Commerce, the City, or private entity where people gather with their children will be another concern. Discouraging and in some cases prohibiting gang members from attendance can be an effective tool.
 - f. After school, gang members tend to gather at nearby locations of the public schools and the F.I.T. unit will keep these students dispersed and moving to reduce flare-up confrontations and disturbances. The police presence will achieve the desired results with pro-active diplomacy.
2. **Case Management Objective:**
 - a. Texas City Police Department will interface with the District Attorney's office and the U.S. Attorney's office for case management of known or suspected gang activities involving guns.
 - b. Department will ensure that those who are in a gang leadership role are punished to the appropriate level with regards to the violation by assisting the District Attorney and the U.S. Attorney in case preparation.
3. **Press Releases Objectives:**
 - a. Department will make available to the public through our web-site, information about arrests (sensitive to state laws about releasing juvenile names), types of crimes involved and graffiti information-location, meaning and how to have it removed if not already noted by the Department.

- b. This will ensure that the problem, its facets and how to combat the problem is kept in the public forum for discussion and resolution.
- 4. **Public Service Announcements**
Objectives:
 - a. Department will produce four (4) Public Service Announcements (P.S.A.) offering alternatives to gang activities through our local television "Channel 16" station and the local newspaper "The Post".
 - b. P.S.A. will offer alternatives to gang activities, which will involve the Office of the Chief of Police as the primary speaker and will be screened to the public using our Channel 16 access to the local cable system.
- 5. **City Code Enforcement**
Objectives:
 - a. Two (2) Police Officers assigned specifically to enforce the City Codes will also be utilized for purposes of gang eradication. They are not members of the F.I.T. unit, but they will be utilized.
 - b. An effective tool to discourage gang activities in neighborhoods, parks, and school areas.
- 6. **Neighborhood Watch Programs**
Objectives:
 - a. An officer, not associated with F.I.T., will be assigned with full-time responsibilities of increasing the number of neighborhood watch programs in the city.
 - b. Organize the citizens living in these susceptible neighborhoods with an opportunity to get acquainted with each other and discuss these gang issues openly without reprisals.
 - c. Provide appropriate reading materials related to gang activities and problems. Promote prevention methods to discourage gangs from gathering in the neighborhood.
 - d. Encourage citizens to notify the police directly or by anonymously contacting our local Crime Stopper organization (Mainland Communities Crime Stoppers).
 - e. Intelligence gathering method to aid in the crime enforcement or prevention strategy of the Department.
- 7. **T.C.I.S.D. Alternative Learning Center**
Objectives:
 - a. Officer is designated to partner with the Alternative Learning Center's administrator for documenting suspected gang members and gang recognition education to the teachers.
 - b. Department will form an alliance with the Alternative Learning Center for information gathering and dissemination purposes involving gang issues.
 - c. Department will mount a multi-layered effort to inform juveniles and parents concerning the presence of gangs, evidence of gang activity and children's behavior related to gang involvement and provide methods to resist or eradicate gang activity.
- 8. **Mainland Communities Crime Stoppers**
Objectives:
 - a. Establish a Campus Crime Stoppers through the Mainland Communities Crime Stoppers into the Texas City High School. Using the well-established path already present in the schools, assigned officers will collect information from this confidential source. This will empower those students on campus to participate at a much deeper level and enable officers to receive information with the source being protected.
 - b. Mainland Communities Crime Stoppers is presently prepared to assume the burden for the cost of this information, as this is the basis for its existence in both the community and the school system.

Implementation Plan

From the date of funding, the Texas City Police Department has and will:

- 1. Formation of the F.I.T. (Field Investigative Team) Unit.
- 2. Formal training for the officers participating in the F.I.T. Unit.
- 3. Establish and maintain a close relationship with the Texas City Independent School District, it's Campus Police, the T.C.I.S.D. Alternative Learning Center's Administrators, and broaden the current relationship with the local Federal Bureau of Investigation (F.B.I.).
- 4. Press Releases -- immediately
- 5. Produce and air Public Service Announcements (P.S.A.)

6. Eradication of graffiti – for duration of program
7. Misdemeanor Adjudication – currently in progress for duration of program.
8. Case Management – duration of program.
9. Neighborhood Watch Program – duration of program.
10. Campus Crime Stoppers program in the Texas City High School.

Timeline:

X indicates months started and indicates duration.

Month	1	2	3	4	5	6	7	8	9	10	11	12
1. F.I.T.	X	X	X	X	X	X	X	X	X	X	X	X
2. Training	X	X	X	X	X	X	X	X	X	X	X	X
3. Establish Relationships	X	X	X	X	X	X	X	X	X	X	X	X
4. Press Releases	X	X	X	X	X	X	X	X	X	X	X	X
5. P.S.A.		X			X			X			X	
6. Eradication of Graffiti	X	X	X	X	X	X	X	X	X	X	X	X
7. Case Management	X	X	X	X	X	X	X	X	X	X	X	X
8. Misdemeanor Adjudications	X	X	X	X	X	X	X	X	X	X	X	X
9. Neighborhood Watch Programs	X	X	X	X	X	X	X	X	X	X	X	X
10. Campus Crime Stoppers	X	X	X	X	X	X	X	X	X	X	X	X

Program Evaluation/Performance Measures

Collection of data relevant to goals:

1. **Field Investigative Team (F.I.T.)**
Standard reporting of gang activities, offenses, arrests, and locations. The Department will provide, through our present computer system, data regarding action taken toward gang activities in specific locations. Document through standard field interview cards and standard offense reports any interaction with members of gangs, including location and any other pertinent information with this interaction for referral to counselors and school administrators. Data of locations where gangs are forming or have developed and disseminated to patrol for increased patrol activity for continued suppression.
2. **Case Management**
Department will interface with the District Attorney and the United States Attorney's Office for proper adjudication of cases involving gang members and/or guns violations. Each interface will generate a report and all reports will be compiled with that information including the final disposition of the case.
3. **Press Releases**
Establish regular press releases that include previous week activities, information about gangs and what actions to take if gang activity is suspected. Compilation of those reports for future reference.
4. **Public Service Announcements**
Create four public service announcements that address the problems of gangs; provide information to parents regarding gang activities, how the parent can tell if their children are members or associates or being recruited and what options they have. These announcements will be televised on the public television channel 16 with our local cable company several times daily.
5. **Neighborhood Watch Programs**
Disseminating anti-gang materials and documenting specific complaints concerning specific neighborhoods. Monitoring the Department's response and action to these complaints and

documenting its resolution. Sustain the participant's involvement in the Neighborhood Watch Program.

6. T.C.I.S.D. Alternative Learning Center
Department will create or strengthen partnerships with the Alternative Learning Center and disseminate information as a preventative effort.

Summary of Program Narrative

The Texas City Police Department acknowledges the aggressive recruitment practices and strategies instigated by local gangs with their efforts to target families affected by Hurricane "Ike" since September, 2008. Many families have had to relocate to Texas City because their homes were completely devastated in less-storm protected cities in and near Galveston County, Texas. Now, gang recruitment has primarily focused on the "new kids" on the block by befriending them, introducing them into the gang and then inducting them as a member.

The gang recruitment process has been very successful in the augmentation of creating a stronger and more efficient gang entity. Many gang members have also had to relocate, creating territorial issues among the different gangs. Our records indicate a dramatic increase in documented gang members identified in Texas City, Texas with a noticeable increase in juvenile gang affiliation. The number of juvenile arrests has risen in 2008 thirty-six (36%) percent compared to 2007. Assaults increased to 1,398 in 2008 compared to 1,325 in 2007.

Although the Department has participated in regional efforts with the Federal Bureau of Investigation; has exchanged intelligence with appropriate law enforcement agencies; has compiled a list of known gang members; used partnerships with well established faith based and non-faith based we are still experiencing a steady rise in gang activity.

However, the development of our newly formed Z.A.P.P. unit has been very successful in applying pressure on our local gangs and maintaining control on their activities. The Z.A.P.P. unit has been enhanced and broadened into a Field Investigative Team (F.I.T.) unit designed to include an array of resources designed to discourage gang activities, thus, making gang membership not so popular. The F.I.T. unit is currently a full time operation encompassing a variety of talent from patrol, code enforcement, detectives and supervisory personnel to prevent, suppress, identify, and apprehend those individuals associated with documented gangs responsible for street-level crimes; such as shootings, aggravated assaults, thefts, burglaries, city code violations, and drug-related crimes. The intent is to target the financial means that support these documented gangs and incarcerate gang members in an effort to eradicate the actual gang.

The Department proposes to form a stronger relationship with the local school district administrators and campus police. Enforcing, educating and identifying will be the cornerstone of this effort. The Department will also use this position to interdict in gang recruitment at the local schools as well as on the streets in those areas where gangs are known to operate. Intelligence gathering, documenting, proper organization of that information as well as proper dissemination will be part of the approach used in gang suppression.

The Department will also partner with established agencies already present in the school targeted to provide greater depth of interdiction. Crime Stoppers, faith based groups and non-faith based groups and others will be utilized toward this effort. The Department will mount a multi-faceted media effort consisting of P.S.A.'s, weekly press releases and any other informational opportunities to increase the community's awareness of the presence of gangs, their mode of operation and what can be done by these groups.

FONDREN PSN INITIATIVE

PURPOSE

The goal of this initiative is to reduce and interdict crime in 17 District, through enhanced and integrated law enforcement tactics. Over the last decade, 17 District has been an area consistently plagued with criminal activity that includes narcotics trafficking, robberies, assaults, thefts, and the attendant violence associated with such behavior. As of June 2009, there have been over 100 robberies and over 90 assaults in Fondren District alone. Many

of these crimes were carried out with the use of some type of firearm. Moreover, the area has consistently been plagued with criminal street gangs that weaken the ability of the community to absorb the destabilizing effects of persistent crime. Therefore, there is a clear mandate to deploy additional resources and develop a more orchestrated approach in order to combat the crime that terrorizes the community.

OPERATIONAL STRATEGIES AND TACTICS

Crime Analysis will identify hot spots, crime patterns and trends. This information shall be disseminated in a timely manner so that overtime units can be assigned to those areas of most criminal activity. The hope is to patrol these "hotspots" addressing complaints of trespassers, narcotics and gang activity. This will be accomplished by being both reactive to crimes in progress and being proactive, interacting and making contact with any suspicious people in or around the targeted areas. The patrol component will also provide increased visibility and security. The Hot Spot patrols will place a supervisor and squad of officers in high crime areas to investigate and interdict criminal behavior. The Tactical Response and Warrant Execution components of the initiative will be planned and executed by the Fondren Division Gang/Tactical Unit to remove entrenched criminal elements in the area. One sergeant and five patrol officers will be utilized for the operation. One administrative/crime analysis officer will also be needed to obtain and record data.

Goals and Objectives

The goal of this initiative is to reduce the number of violent crimes occurring in the Fondren District. By arresting offenders and making contact with potential suspects making them aware of our presence, future crimes could be prevented or discourage the activity. During these types of operations, weapons are sometimes recovered, preventing their use in future violent crimes.

Implementation Plan

This overtime initiative would be performed by one patrol sergeant and five patrol officers. Officers would work once a week for a 4-hour shift. One additional administrative/crime analysis officer would be required to obtain crime statistics and record data. The program would be carried out for approximately 18-months. Officers would be assigned to certain locations based on the amount of violent crime occurring in their area or some major event that may have recently happened.

Program Evaluation/Performance Measures

Measurable results should include a reduction of reported crimes, an increase of persons identified and incarcerated for criminal activity, an increased sense of safety and security for the citizens. The Fondren Crime Analysis unit will constantly track and assess the progress of the initiative and act as the primary resource for overall comparison of the program.

Summary of Program

In order to attempt to reduce the amount of violent crime occurring in the Fondren District, the presence and visibility of police is essential. With the large volume of calls that have to be handled daily, it becomes increasingly difficult for police to proactively address violent crime. This program will provide five additional officers and a supervisor, to deal with the areas having the most violent crimes in Fondren District. Their sole purpose will be to patrol the areas identified by crime analysis, arresting offenders committing crimes or making the officers' presence known to the criminal element. The desired results would be the arrest and removal of criminals from the streets and the reduction of crime in the targeted areas.

APPENDIX B
(BUDGET)

**Project Safe Neighborhoods
Texas Southern District
Texas City**

A. Personnel

Name/Position	Computation	Cost
Enforcement Officer (F.I.T. unit)	approx 484.2615 hrs @ 41.30/hour	\$ 20,000.00
	Total	\$ 20,000.00

Officer will update database and timeline and also coordinates, verifies, documents, maintains files of gang members, and is the contact person for personnel or any outside agencies for any information concerning gang member identification and activities.

TOTAL \$ 20,000.00