

ORDINANCE 2020-06-11-0400

APPROVING THE SUBMISSION OF A CONTINUATION GRANT APPLICATION AND THE ACCEPTANCE OF FUNDS UPON AWARD OF UP TO \$800,000.00 TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE REGIONAL AUTO CRIMES TEAM PROJECT; APPROVING A PROJECT BUDGET OF UP TO \$3,941,746.00, WHICH INCLUDES THE GRANT FUNDS, A CASH MATCH OF \$561,746.00 FUNDED BY THE CITY GENERAL FUND (\$474,547.00) AND THE NATIONAL INSURANCE CRIME BUREAU (\$87,199.00); AND THE CITY'S IN-KIND CONTRIBUTION OF \$2,580,000.00; AND APPROVING AN INTERLOCAL AGREEMENT WITH THE BEXAR COUNTY SHERIFF'S OFFICE.

* * * * *

WHEREAS, the Motor Vehicle Crime Prevention Authority (MVCPA) has grant funds available to fund the Regional Auto Crimes Team (ReACT), in an amount up to \$800,000.00, to continue an existing grant; and

WHEREAS, the grant would be used to provide funding for ten positions, nine with the San Antonio Police Department and one with the Bexar County Sheriff's Office (BCSO), to reduce automobile burglary and theft offenses; and

WHEREAS, the grant is for the period from September 1, 2020, to August 31, 2021; and

WHEREAS, a cash match not to exceed \$561,746.00 is required, with the City of San Antonio contributing \$474,547.00 and the National Insurance Crime Bureau (NICB) contributing \$87,199.00 as salary in lieu of a cash match; an in-kind contribution of \$2,580,000.00 is required with the City contributing \$2,226,375.00 and BCSO contributing \$111,186.36; and

WHEREAS, award of the grant will necessitate the execution of an agreement with BCSO;
NOW THEREFORE:

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

SECTION 1. The City Manager and designee, and the Chief of Police and designee are hereby authorized to apply for and accept grant funds in an amount up to \$800,000.00 from the MVCPA, with an in-kind match of \$2,580,000.00, with the City contributing \$2,226,375.00 and the BCSO contributing \$111,186.36, a cash match not to exceed \$561,746.00, in which \$87,199.00 will be from National Insurance Crime Bureau as salary in lieu of cash match, for the Regional Auto Crimes Team (ReACT) Program for the grant period September 1, 2020 through August 31, 2021. A copy of said application is on file with the San Antonio Police Department. The City Manager and designee, and the Chief of Police and designee, are further authorized to execute any and all documents necessary to effectuate said acceptance.

SECTION 2. New funds and internal order numbers will be created, upon which the award amount of \$800,000.00 from the MVCPA will be appropriated in said fund. A formal final budget which will include a department specific fund, an Internal Order number, and General Ledger numbers will be submitted by the department upon award. The proposed budget, which is attached hereto and incorporated herein for all purposes as **Exhibit A**, is approved and adopted for entry in the City books.

SECTION 3. City cash match not to exceed \$474,547.00 is contingent upon the approval of the fiscal year 2021 General Fund Budget.

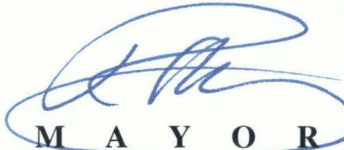
SECTION 4. The attached proposed personnel complement of ten (10) positions, which is attached hereto and incorporated herein for all purposes as **Exhibit B**, is approved.

SECTION 5. This ordinance further authorizes an Interlocal Agreement between the City and the Bexar County Sheriff's Office (BCSO), which is attached hereto as **Exhibit C**, to fund one Deputy Investigator position from the grant funds in the amount of \$111,186.38.

SECTION 6. 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 SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.


SECTION 7. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 11th day of June, 2020.


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tian Flores, Acting City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council

June 11, 2020

Item: 11

File Number: 20-3069

Enactment Number:

2020-06-11-0400

Ordinance approving the submission of a Continuation Grant Application and the acceptance upon award of up to \$800,000.00 to the Motor Vehicle Crime Prevention Authority for the Regional Auto Crimes Team Project; approving a project budget of up to \$3,941,746.00, which includes the grant funds, a cash match of \$561,746.00 funded by the City's General fund (\$474,547.00) and the National Insurance Crime Bureau (\$87,199.00); and the City's in-kind contribution of \$2,580,000.00; and approving an Interlocal Agreement with the Bexar County Sheriff's Office. [María Villagómez, Deputy City Manager; William McManus, Chief, Police]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember Manny Pelaez seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

Exhibit A

Motor Vehicle Crime Prevention Authority (MVCPA)
Regional Auto Crimes Team (ReACT)
September 1, 2020 through August 31, 2021
Internal Order No.: 117000000XXX
MVCPA Grant # 608-21-SPD0000

ESTIMATED REVENUES

MVCPA BUDGET CATEGORY	GL	Revenue	MVCPA	COSA CASH	NICB CASH	PROG. INC.	BCSO IN-KIND	COSA IN-KIND	BUDGET
Grant	4501110	MVCPA Grant #608-18-SPD0000	\$800,000						\$800,000
Match	6101100	General Fund Cash Match		\$474,547					\$474,547
Match	6101100	NICB Officer Cash Match			\$87,199				\$87,199
Match	6101100	ReACT Asset Seizure Funds				\$0			\$0
Match		BCSO In-Kind Contributions					\$353,625		\$353,625
Match	6500000	COSA In-Kind Contributions						\$2,226,375	\$2,226,375
Total Revenue			\$800,000	\$474,547	\$87,199	\$0	\$353,625	\$2,226,375	\$3,941,746

ESTIMATED EXPENDITURES

MVCPA BUDGET CATEGORY	GL	COST ELEMENT	ABTPA BUDGET	COSA CASH MATCH	NICB CASH MATCH	PROG M INCOME	BCSO IN-KIND MATCH	COSA IN-KIND MATCH	BUDGET
Personnel	5101010	Regular Salaries & Wages	\$ 625,735	\$ -				\$ 1,207,037	\$1,832,772
Personnel	5101020	Overtime Program Inc OK	\$ 31,287	\$ -				\$ 60,352	\$ 91,639
Personnel	5101050	Language Pay	\$ -	\$ 1,200				\$ 2,400	\$ 3,600
Personnel	5101060	Longevity Pay	\$ -	\$ 54,311				\$ 140,107	\$ 194,418
Personnel	5103005	FICA & Medicare Expense	\$ -	\$ 16,176				\$ 25,294	\$ 41,470
Personnel	5103010	Life Insurance	\$ -	\$ 626				\$ 1,207	\$ 1,833
Personnel	5103035	Personal Leave Buy-Back	\$ -	\$ -				\$ 1,544	\$ 1,544
Personnel	5103070	Clothing Allowance	\$ -	\$ 15,680				\$ 31,360	\$ 47,040
Personnel	5104003	F&P Retiree Prepaid Health	\$ -	\$ -				\$ -	\$ -
Personnel	5104027	F&P Pension	\$ -	\$ 157,292				\$ 327,515	\$ 484,807
Personnel	5104033	CLEAT Insurance	\$ -	\$ -				\$ -	\$ -
Personnel	5104075	Fire & Police Bonus Pay	\$ -	\$ 141				\$ 48,636	\$ 48,777
Personnel	5104045	Police Certification Pay	\$ -	\$ 21,120				\$ 39,240	\$ 60,360
Personnel	5104060	Education Incentive Pay	\$ -	\$ 14,400				\$ 32,460	\$ 46,860
Personnel	5105010	Retirement Expense (TMRS)	\$ -	\$ 9,290				\$ 4,795	\$ 14,085
Personnel	5170020	Unifm Actv Healthcr	\$ -	\$ 110,390				\$ 220,780	\$ 331,170
Personnel	5170040	Civln Actv Healthcr	\$ -	\$ 14,660				\$ 7,330	\$ 21,990
Contractual	5202025	BCSO-Callender	\$ 111,186	\$ -					\$ 111,186
Contractual	5202025	NICB		\$ -	\$ 87,199				\$ 87,199
Equipment		Auto & Software	\$ 12,770	\$ -					\$ 12,770
Travel	5207010	Travel - Official	\$ 8,316	\$ 7,511					\$ 15,827
Supplies	5201025	Education	\$ -	\$ 3,300					\$ 3,300
Supplies	5203050	Membership Dues & Licenses	\$ -	\$ 1,250					\$ 1,250
Supplies	5302010	Office Supplies	\$ 500	\$ 6,908					\$ 7,408
Supplies	5304050	Tools & Apparatus	\$ 306	\$ 9,379					\$ 9,685
Supplies	5204020	Maint & Rep - Cmrc	\$ -	\$ 4,413					\$ 4,413
Supplies	5204090	Maint & Rep - Automotive	\$ 708	\$ 15,000					\$ 15,708
Supplies	5301020	M&R Parts Automotive	\$ -	\$ 9,000					\$ 9,000
Supplies	5304075	Computer Software	\$ -	\$ -				\$ 3,528	\$ 3,528
Supplies	5403545	Motor Fuel & Lubricants	\$ 9,192	\$ 2,500					\$ 11,692
Supplies	5403543	IT Assessment Fee	\$ -	\$ -				\$ 47,658	\$ 47,658
Supplies	5405020	Workers Comp Assess	\$ -	\$ -				\$ 24,432	\$ 24,432
Supplies	5201040	Fees to Pro	\$ -	\$ -				\$ 700	\$ 700
In Kind	6602020	In-Kind Contractual Services	\$ -	\$ -			\$ 353,625	\$ -	\$ 353,625
Total Expenditures			\$ 800,000	\$ 474,547	\$ 87,199	\$ -	\$ 353,625	\$ 2,226,375	\$3,941,746
MATCH CALCULATIONS			20.3%	12.0%	2.2%	0.0%	9.0%	56.5%	100.0%

Exhibit B

Texas Automobile Burglary and Theft Prevention Authority
Regional Auto Crimes Taskforce Grant (ReACT) Grant Program
September 1, 2020 TO August 31, 2021
Personnel Compliment

Job Class	Job Title	Current	Change	Proposed
		Ord 2019-06-06-0455		2020-2021
0603	Police Detective Investigator	7	0	7
0041	Administrative Assistant II	1	0	1
0040	Administrative Assistant I	1	0	1
N/A	BCSO Detective Investigator	1	0	1
Total No. of Positions		10	0	10

Exhibit C

**INTERLOCAL AGREEMENT BETWEEN BEXAR
COUNTY AND THE CITY OF SAN ANTONIO**

This Agreement is entered into by and between the County of Bexar (COUNTY), a political subdivision of the State of Texas, by and through the Bexar County Sheriff's Office (BCSO), and the City of San Antonio (CITY), by and through the San Antonio Police Department (SAPD); and

WHEREAS, pursuant to Section 791.001, *et seq.*, of the Texas Government Code, cities and counties are authorized to enter into interlocal cooperation agreements for governmental purposes; and

WHEREAS, the investigation, detection, apprehension, and prosecution of individuals involved in automobile thefts and related crimes are priorities of police agencies at the city and county levels; and

WHEREAS, the CITY has applied to the Automobile Burglary and Theft Prevention Authority (ABTPA) for grant funds to fund a cooperative consolidation of the BCSO VTRAP and SAPD ReACT Unit; and

WHEREAS, the existence of different units under the BCSO and SAPD has resulted in a duplication of efforts and a dilution of resources; and

WHEREAS, the BCSO and SAPD desire to combine their units to form a single Regional Auto Crimes Team (ReACT) in order to alleviate duplication of efforts and to maximize resources; and

WHEREAS, in that there is evidence that automobile thefts exist in the CITY and COUNTY areas, and that such illegal activity has substantial and detrimental effect on the health and general welfare of the people of the COUNTY and CITY, the parties hereto agree to the following:

DESCRIPTION OF SERVICES

- 1.01 The ReACT will perform the following activities and duties: (a) disrupt the illicit automobile thefts in the CITY and COUNTY areas by immobilizing targeted violators and trafficking organizations; (b) gather and report intelligence data relating to trafficking in automobile theft and related activities; and (c) conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that ReACT activities will result in effective prosecution before the courts of the United States and the State of Texas.
- 1.02 In order to accomplish the objectives of the ReACT, the BCSO agrees to detail three deputies and one sergeant to the ReACT for the period of the ABTPA Grant **608-20-SP000**. During this period, the BCSO deputies will be under the direct supervision of the BCSO Sheriff or his designee and shall coordinate activities with the SAPD's ReACT Project Director (the "Project Director"). Case assignments of each party's personnel shall be the responsibility of each party's respective department head or his designee with liaison with the Project Director

to avoid duplication of effort. It is agreed the BCSO officers detailed to the ReACT shall not be considered to be employees of the SAPD.

RESPONSIBILITIES OF PARTIES

- 2.01 All officers working in the ReACT shall adhere to their respective department's policies and procedures. Failure to adhere to applicable policies and procedures shall be a ground for termination of the BCSO deputy's assignment under this agreement.
- 2.02 During the period of this agreement, each party hereto will remain responsible for establishing the salary and benefits for their respective employees and for making all payments due them. The SAPD, from grant funds only and not otherwise, shall reimburse the COUNTY for payments of salary, overtime and fringe benefits for one deputy position, only as authorized by the ABTPA Grant 608-20-SP000 approved budget up to and not to exceed the approved budget amount of \$111,652.00 or such amount as adjusted during the grant period allocated to said employees. Overtime salaries may be earned by any and all of the four BCSO Officers detailed to the ReACT. The COUNTY shall be reimbursed as follows:

Salary includes overtime:	\$ 77,574.00
Fringe Benefits:	\$ 34,078.00
Total:	\$ 111,652.00

The calculation for salary details of each responsible party is attached.

It is specifically agreed and understood that any additional salaries, overtime or travel expenses will not be incurred by BCSO deputies without the specific prior authorization of the Project Director. Assignment of vehicles to the one BCSO deputy shall be at the sole discretion of the Project Director. All additional costs and expenses required in fulfilling their duties including equipment and supplies for the BCSO deputies and sergeant shall be paid for by the COUNTY without reimbursement by SAPD. In addition, the BCSO shall be responsible for any liability costs arising from BCSO employee actions and activity, while on or off duty, occurring while operating SAPD fleet vehicles. Each party shall make the above payments from current revenues available to the paying party. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 362 ARE INAPPLICABLE TO THIS AGREEMENT.

- 2.03 The parties further agree that all expenditures of forfeited property shall comply with all applicable laws, rules and regulations.

- 2.04 The COUNTY and the CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001, *et seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident injury or death.
- 2.05 The ReACT shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions to facilitate on-site inspection and auditing of such records and accounts, if necessary. BCSO will be allowed to review such records as directly related to BCSO personnel and operations upon request.
- 2.06 The ReACT shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing that law, 28 CFR Part 42, Subparts C and D.

TERM

- 3.01 The term of this agreement shall be from September 1, 2019, to August 31, 2020. This agreement may be terminated by either party on thirty days' written notice. Billings for all outstanding obligations must be received by the SAPD within forty-five (45) days of the date of termination of this agreement.

OWNERSHIP OF EQUIPMENT

- 4.01 Upon termination of this agreement, ownership of equipment, hardware, and other non-expendable items purchased with ABTPA grant funds awarded to the SAPD will revert to the SAPD subject to approval of the ABTPA and the Project Director.
- 4.02 Upon termination of this agreement, ownership of equipment, hardware, and other non-expendable items purchased with ABTPA grant funds awarded to COUNTY will revert to COUNTY subject to approval of the ABTPA and the Project Director.

ENTIRE AGREEMENT

- 5.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereto, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

ASSIGNMENT

- 6.01 Neither this Agreement nor any duties or obligations under it shall be assignable by the parties.

AMENDMENTS

- 7.01 This Agreement may be amended by the mutual agreement of the parties in writing to be attached to and incorporated into this Agreement.

LEGAL CONSTRUCTION

- 8.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

GOVERNING LAW

- 9.01 The validity of this Agreement and of any of its terms or provisions shall be governed by the laws of the State of Texas, and this Agreement is performable in Bexar County, Texas.

NOTICES

- 10.01 All notices to either party shall be deemed given when either delivered in person or deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party as follows:

If to Bexar County

Nelson W. Wolff
Bexar County Judge
Bexar County Commissioner's Court
101 W. Nueva
Paul Elizondo Tower, 10th Floor
San Antonio, Texas 78205

Javier Salazar
Bexar County Sheriff
200 N. Comal
San Antonio, Texas 78207

and,

Larry Roberson
Assistant Criminal District Attorney
Civil Section Chief
101 W. Nueva
Paul Elizondo Tower, 7th Floor
San Antonio, Texas 78205

If to City of San Antonio

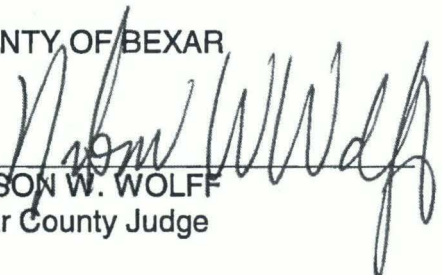
Erik Walsh
City Manager
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

and,

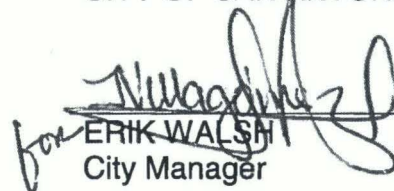
William McManus
Chief of Police
City of San Antonio
San Antonio Police Department
315 S. Santa Rosa
San Antonio, Texas 78207

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, on this the 10 day of March, 2020.

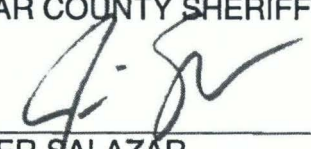
COUNTY OF BEXAR


NELSON W. WOLFF
Bexar County Judge


CITY OF SAN ANTONIO


ERIK WALSH
City Manager

BEXAR COUNTY SHERIFF'S OFFICE

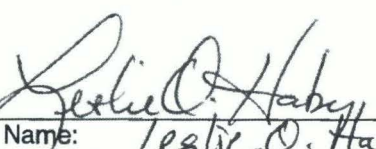

JAVIER SALAZAR
Bexar County Sheriff

SAN ANTONIO POLICE DEPARTMENT



WILLIAM McMANUS
Chief of Police

APPROVED AS TO LEGAL FORM:

Bexar County Criminal District Attorney

BY: 
Print Name: Leslie O. Habay
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL:


LEO CALDERA
County Auditor


DAVID SMITH
County Manager