

**AN ORDINANCE 2016-04-28-0301**

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION IN AN AMOUNT UP TO \$865,211.00 TO THE TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY FOR THE REGIONAL AUTO CRIMES TEAM PROJECT; AUTHORIZING THE ACCEPTANCE OF FUNDS, UPON AWARD; AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE BEXAR COUNTY SHERIFF'S OFFICE RELATED TO THE GRANT APPLICATION; AND APPROVING A CASH MATCHING CONTRIBUTION OF \$554,233.00 AND AN IN KIND MATCHING CONTRIBUTION OF \$2,136,944.00.**

\*\*\*\*\*

**WHEREAS**, the Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has grant funds available to fund the Regional Auto Crimes Team (ReACT); and

**WHEREAS**, the San Antonio Police Department wishes to apply for grant funds for that purpose in an amount not to exceed \$865,211.00; and

**WHEREAS**, award of the grant would require a cash matching contribution not to exceed \$554,233.00 and an in-kind matching contribution not to exceed \$2,136,944.00; and

**WHEREAS**, the grant period would be September 1, 2016, to August 31, 2017; and

**WHEREAS**, award of the grant will necessitate the execution of an agreement with the Bexar County Sheriff's Office; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager and her designee are hereby authorized to submit a grant application in an amount not to exceed \$865,211.00 to the ABTPA to fund the ReACT for the period September 1, 2016, to August 31, 2017. The City Manager and her designee are hereby authorized to accept said grant, if awarded under the same terms and conditions as applied for. The City Manager and her designee are further authorized to execute any and all documents necessary to effectuate said application and acceptance.

**SECTION 2.** Upon acceptance of this award, new funds and internal order numbers will be created, and the award of an amount not to exceed \$865,211.00 from the ABTPA will be

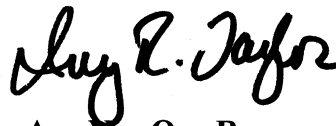
appropriated in said funds. The proposed budget and personnel complement attached hereto as **Exhibit I** and **Exhibit II**, respectively, are hereby approved.

**SECTION 3.** Upon acceptance of this award, the City Manager and her designee are hereby authorized to execute an agreement with the Bexar County Sheriff's Office in connection with the ReACT. The agreement shall contain the same or substantially similar terms and conditions as those contained in the agreement attached hereto as **Exhibit III**.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance 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 5.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED** this 28th day of April, 2016.



M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	<b>13 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 15, 18 )</b>						
<b>Date:</b>	04/28/2016						
<b>Time:</b>	10:28:39 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the submission of a grant application in an amount up to \$865,211.00 to the Texas Automobile Burglary and Theft Prevention Authority for the Regional Auto Crimes Team Project; authorizing the acceptance of funds, upon award; authorizing an interlocal agreement between the City of San Antonio and the Bexar County Sheriff's Office related to the grant application; and approving a cash matching contribution of \$554,233.00 and an in kind matching contribution of \$2,136,944.00. [Erik Walsh, Deputy City Manager; William McManus, Chief, Police]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Automobile Burglary & Theft Prevention Authority (ABTPA)  
 Regional Auto Crimes Team (ReACT)  
 September 1, 2016 through August 31, 2017  
 Internal Order No.: 117000000???  
 ABTPA Grant # 608-16-SPD0000

Grant Category	General Ledger	Description Revenue	Proposed Budget
	4501110	ATPA Grant #608-16-SPD0000	\$865,211
	6101100	General Fund Cash Match	\$511,148
	6101100	ReACT Asset Seizure Funds	\$43,854
	6500000	COSA In-Kind Contributions	\$2,136,945
		BCSO In-Kind Contributions	\$182,948
		<b>Total Revenue</b>	<b>\$3,740,106</b>

grant will not pay

ABTPA Budget Category	COSA Expense Code	Description	ABTPA Budget	COSA Cash Match Revised	Program Income	In-Kind Match Revised
Personnel	5101010	Regular Salaries & Wages	\$469,996	\$118,499		
Personnel	5101020	Overtime	\$0	\$0	\$29,425	
Personnel	5101030	Temporary Pay		\$1,000		
Personnel	5101040	Temporary Pay		\$30,000		
Personnel	5103005	FICA & Medicare Expense	\$9,781	\$4,500	\$429	
Personnel	5103010	Life Insurance	\$596	\$0		
Personnel	5103020	Personal Leave Buy-Back	\$0	\$1,678		
Supplies	5103030	Clubbing Allowance	\$0	\$70,054		
Personnel	5103040	F&P Admins. Support Health	\$0	\$67,890		
Personnel	5104027	F&P Pension	\$62,674	\$105,350		
Personnel	5104030	GLI/EA/ Insurance	\$0	\$10,000		
Personnel	5104033	Fees & Police Admins Pay	\$0	\$17,734		
Personnel	5104035	Police Certification Pay	\$0	\$18,440		
Personnel	5104037	Education Incentive Pay	\$0	\$3,240		
Personnel	5105010	Retirement Expense (TMRS)	\$8,000	\$0		
Personnel	5170020	Unifm Actv Healthcr	\$86,450	\$48,400		
Personnel	5170040	Civln Actv Healthcr	\$11,810	\$2,660		
Supplies	5201025	Education	\$0	\$0		
Supplies	5201040	Fees to Pro	\$0	\$0		
Personnel	5202025	Other Contractual Services (BCSC)	\$83,944	\$0		
Supplies	5203050	Membership Dues & Licenses	\$0	\$1,000		
Supplies	5204020	Maint & Rep - Cmrc'l	\$7,782	\$0		
Supplies	5204090	Maint & Rep - Automotive	\$13,665	\$0		
Supplies	5205010	Mail & Parcel Post	\$0	\$0		
Supplies	5206010	Rental of Facility	\$79,444	\$22,560		
Travel	5207010	Travel - Official	\$2,000	\$1,000		
Supplies	5301020	M&R Parts Automotive	\$7,250	\$0		
Supplies	5302010	Office Supplies	\$2,956	\$0	\$9,000	
Supplies	5304050	Tools & Apparatus	\$2,956	\$0	\$5,000	
Supplies	5204060		\$0	\$0	\$0	
Supplies	5304075	Computer Software	\$0	\$0		
Supplies	5403040	Cellular Phone Service	\$0	\$0		
Supplies	5403545	Motor Fuel & Lubricants	\$15,907	\$0		
Supplies	5403543					
Supplies	5405020					
In Kind	6501010	In-Kind Salaries & Fringe				\$2,243,119
In Kind	6602020	In-Kind Contractual Services				\$2,929
In Kind	6704080	In-Kind Other Commodities				\$1,302
In Kind	6806520	In-Kind Miscellaneous Expense				\$72,944
<b>Total Expenditures</b>			<b>\$865,211</b>	<b>\$511,148</b>	<b>\$43,854</b>	<b>\$2,319,993</b>

**Exhibit I**

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

ABTPA GRANT NO. 608-16-SPD0000

REGIONAL AUTO CRIMES TEAM (ReACT)

SEPTEMBER 1, 2016 TO AUGUST 31, 2017

PERSONNEL COMPLEMENT

Grant Funded Positions:

City Positions:

<u>Job Class</u>	<u>Job Title</u>	<u>Number of Positions</u>
0604	Police Sergeant	1
0603	Police Detective Investigator	6
0041	Administrative Assistant II	1
0040	Administrative Assistant I	<u>1</u>
	<b>Total City Positions</b>	<b>9</b>

Other Positions:

	Bexar County Sheriff Detective Investigator	<u>1</u>
	<b>Total Other Positions</b>	<b>1</b>

ORIGINAL

INTERLOCAL AGREEMENT BETWEEN BEXAR  
COUNTY AND THE CITY OF SAN ANTONIO

ORIGINAL

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 **608-16-SPD0000**. 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 608-16-SPD0000 approved budget up to and not to exceed the approved budget amount of **\$79,947** 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:  
Salaries, fringe benefits and overtime \$79,947

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 two BCSO deputies 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 on a current basis 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.
- 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, 2015, to August 31, 2016**. 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 will revert to the SAPD except any such items purchased by the 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, 10<sup>th</sup> Floor  
San Antonio, Texas 78205

Susan Pamerleau  
Bexar County Sheriff  
200 N. Comal  
San Antonio, Texas 78207

and,

Edward Schweninger  
Chief Assistant Criminal District Attorney  
Civil Section  
101 W. Nueva, 4<sup>th</sup> Floor  
San Antonio, Texas 78205

If to City of San Antonio

Sheryl Sculley  
City Manager  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

and,

Anthony Treviño  
Interim Chief of Police  
City of San Antonio  
San Antonio Police Department  
315 S. Santa Rosa  
San Antonio, Texas 78207

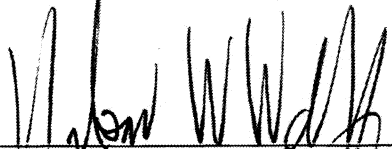
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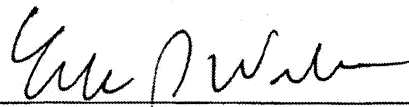
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EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, on this the 22 day of September, 2015.

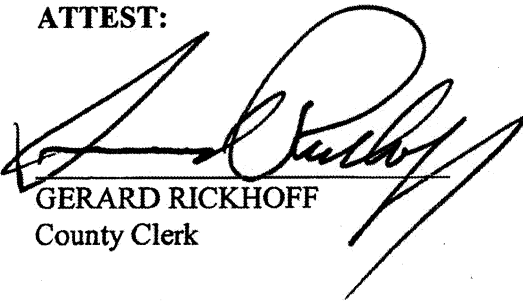
COUNTY OF BEXAR

CITY OF SAN ANTONIO

  
NELSON W. WOLFF  
County Judge 9/15/15

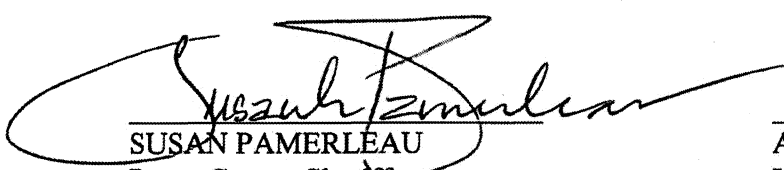
  
SHERYL SCULLEY  
City Manager 9-22-15

ATTEST:

  
GERARD RICKHOFF  
County Clerk

BEXAR COUNTY SHERIFF'S OFFICE

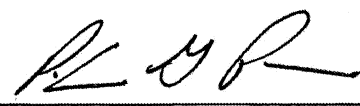
SAN ANTONIO POLICE DEPARTMENT

  
SUSAN PAMERLEAU  
Bexar County Sheriff

  
ANTHONY TREVIÑO  
Interim Chief of Police 9-18-15

APPROVED AS TO LEGAL FORM:

NICHOLAS "NICO" LAHOOD  
Bexar County Criminal District Attorney

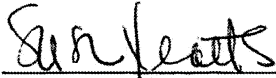
BY: 

PATRICIA G. PROWSE  
Assistant Criminal District Attorney - Civil Section

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ORIGINAL

APPROVED AS TO FINANCIAL:



SUSAN YEATTS  
Bexar County Auditor



DAVID SMITH  
Bexar County Manager

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