

AN ORDINANCE 2016-10-20-0816

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN AN AMOUNT UP TO \$650,000.00 FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE ENHANCED COLLABORATIVE MODEL TO COMBAT HUMAN TRAFFICKING PROGRAM TO ENHANCE ANTI-HUMAN TRAFFICKING LAW ENFORCEMENT; AUTHORIZING AN IN-KIND MATCHING CONTRIBUTION OF \$216,667.00; AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES PARTNERING IN THE PROGRAM.

WHEREAS, the U.S. Department of Justice has grant funds available to the San Antonio Police Department in an amount up to \$650,000.00 from the U.S. Department of Justice to fund the Enhanced Collaborative Model to Combat Human Trafficking Program; and

WHEREAS, the purpose of this program is to enhance law enforcement's efforts to combat human trafficking and sex trafficking and to provide victim services to victims of these crimes; and

WHEREAS, the grant period is October 1, 2016, through September 30, 2019; and

WHEREAS, an in-kind matching contribution of \$216,667.00 is required; and

WHEREAS, the participating agencies in this program include the San Antonio Police Department; the U.S. Department of Justice, U.S. Attorney's Office for the Western District of Texas; the U.S. Department of Homeland Security, Immigration and Customs Enforcement; and the Alamo Area Rape Crisis Center; and

WHEREAS, the participating agencies will enter into a memorandum of understanding, forming the South Texas Officers and Prosecutors Task Force Against Human Trafficking; **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 to accept a grant, if awarded under the same terms and conditions as applied for, in an amount not to exceed \$650,000.00 from the U.S. Department of Justice to fund the Enhanced Collaborative Model to Combat Human

Trafficking Program. The City Manager and her designee are further authorized to execute any and all documents necessary to effectuate said acceptance.

SECTION 2. The City Manager and her designee are hereby authorized to execute a memorandum of understanding, the terms and conditions of which are substantially the same as those in that agreement attached hereto as **Exhibit I**, with the participating agencies to form the South Texas Officers and Prosecutors Task Force Against Human Trafficking.

SECTION 3. Should funding be awarded, new funds and internal orders will be created for use in the accounting for the fiscal transaction in the acceptance of this grant, and a sum not to exceed \$650,000.00 will be appropriated in said funds. The budget and personnel complement attached hereto as **Exhibit I** are hereby approved.

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 20th day of October, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

City Attorney

Agenda Item:	13						
Date:	10/20/2016						
Time:	09:39:34 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the acceptance of grant funds in an amount up to \$650,000.00 from the U.S. Department of Justice for the Enhanced Collaborative Model to Combat Human Trafficking Program to enhance anti-human trafficking law enforcement; authorizing an in-kind matching contribution of \$216,667.00; and authorizing a memorandum of understanding with the entities partnering in the program. [Erik J. Walsh, Deputy City Manager; William P. McManus, Chief, Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

**SOUTH TEXAS OFFICERS AND PROSECUTORS TASK FORCE
AGAINST HUMAN TRAFFICKING**

MEMORANDUM OF UNDERSTANDING

I. Mission Statement

- 1.1 The mission of the South Texas Officers and Prosecutors (STOP) Task Force against Human Trafficking is to facilitate strategic operations in protecting and identifying victims of human trafficking, to fully investigate all reports of human trafficking, and to prosecute cases of human trafficking. Its mission is also to provide victims with information and referrals to trauma-informed, victim-centered community organizations and human health services which offer support, medical care, restoration, and rehabilitation.

II. Participating Agencies

- 2.1 This alliance is formed between the U.S. Department of Justice, U.S. Attorney's Office (USAO) for the Western District of Texas; the U.S. Department of Homeland Security, Immigration and Customs Enforcement, Office of the Special Agent in Charge, San Antonio (ICE); the San Antonio Police Department (SAPD); and the Alamo Area Rape Crisis Center (RCC) to enhance the ongoing efforts of the STOP Task Force. Additional agencies will be added to the coalition over the life of this alliance as they are identified. The STOP Task Force will continue to work in both a proactive manner, as well as a reactive, capacity in response to human trafficking and while serving each victim in the aftermath of human trafficking.

III. Term

- 3.1 Each member of this alliance agrees to support the mission of the STOP Task Force for at least a three-year period beginning October 1, 2016, until September 30, 2019, in the manner described in this Memorandum of Understanding (MOU).

IV. U.S. Attorney's Office for the Western District of Texas

- 4.1 The USAO will serve as the chairperson of the STOP Task Force and provide guidance to the partner agencies to implement an effective strategy to combat human trafficking in Bexar County and the surrounding areas.
- 4.2 The USAO will coordinate with all partner agencies of the STOP Task Force as they respond to human trafficking.
- 4.3 The USAO will provide coordination and direction to law enforcement officers responding to instances of human trafficking within the special maritime and territorial

jurisdiction of the United States located within the Western District of Texas, including, but not limited to, Lackland Air Force Base, Fort Sam Houston Army Post, and Brooks City Base.

- 4.4 The USAO will coordinate with state and/or local prosecutors to ensure traffickers are prosecuted in the most efficient and effective manner, considering jurisdiction, available criminal statutes, potential punishment, timeliness, and resources.
- 4.5 The USAO will provide Assistant U.S. Attorneys as necessary to ensure thorough investigation and prosecution of individuals who violate the civil rights of others, including, but not limited to, human trafficking organizations.
- 4.6 The USAO will ensure the development and implementation of training for partner law enforcement agencies and victim service organizations.
- 4.7 The USAO will participate in the development and implementation of training for community-based groups and organizations, including, but not limited to, hotels/motels, public transportation, schools, healthcare providers, churches, financial institutions, city and county code compliance units, and neighborhood associations.
- 4.8 The USAO will coordinate with the RCC to ensure victim-centered services are available to victims of human trafficking.

V. Immigration and Customs Enforcement

- 5.1 To the extent permissible under applicable law, regulation, policy, and rule, ICE agrees to:
 - a. assist in the proactive investigations of both sex and labor trafficking crimes within the geographical boundaries of the STOP Task Force;
 - b. assist in the identification of all forms of trafficking in accordance with the Trafficking Victims Protection Act and assist in the comprehensive array of restorative services available to each victim;
 - c. collaborate with federal, state and local prosecutors to support the prosecution of traffickers at the appropriate level;
 - d. ensure partner law enforcement agencies have properly certified victims of severe forms of trafficking, as required for continued support; and
 - e. assist in the training efforts of the Stop Task Force to advance the community's capacity to identify and report situations of suspected human trafficking.
- 5.2 ICE will have the sole authority to determine the number of personnel and type or resources it will deploy in furtherance of the responsibilities set forth herein.

- 5.3 Any provisions of this MOU that are contrary to or violate any laws, rules, or regulations of the United States, the Department of Homeland Security, or ICE, shall be void and have no force or effect; however, ICE agrees to promptly notify each party of any known or suspected continuing violation of such laws, rules, or regulations. Any provision of this MOU found to violate any law, rule, or regulation will not void or negate this MOU in its entirety, but only those portions of the MOU found to be a violation.
- 5.4 ICE recognizes that other members of the STOP Task Force provide various services to non-U.S. citizens who may be living in the United States in either a legal or illegal status. Services provided to aliens by other STOP Task Force members may include legal immigration services. The ICE does not endorse any legal service provided by any other organization. ICE retains its independent authority and discretion to enforce immigration laws as it deems appropriate, regardless of any position taken by another STOP Task Force member on behalf of any alien. Furthermore, ICE may take any position it deems appropriate in any immigration proceeding, even if that position is contrary to the position of another member of the STOP Task Force or any legal representative provided to an alien by another member of the STOP Task Force.

VI. Alamo Area Rape Crisis Center

- 6.1 RCC will create processes and procedures for the activation of services anytime a victim is identified.
- 6.2 RCC will provide a needs assessment for all victims referred to the RCC who are identified as potential victims of human trafficking.
- 6.3 RCC will supervise the administrative assistant who will be completing the grant listed activities, including entering data entry as identified in the solicitation.
- 6.4 RCC will collaborate with SAPD to conduct an annual conference to include topics related to human trafficking.
- 6.5 RCC will assist in identifying and providing needed training in the community to enhance victim identification efforts.
- 6.6 RCC will work closely with the evaluator regarding the effectiveness of the task force and to implement recommended strategies for improvements.
- 6.7 RCC will enter into agreements with other service providers and ensure any care provided to victims is professional, comprehensive, effective, and culturally appropriate.
- 6.8 RCC will assist the partner agencies in conducting proactive investigations of both sex and labor trafficking, both foreign and domestic, within the geographical boundaries of the STOP Task Force.

- 6.9 RCC will assist the partner agencies in developing specific identification and investigative strategies using a data driven approach to the crime of human trafficking.
- 6.10 RCC will provide the following services to victims, as appropriate:
 - a. intake and eligibility assessment;
 - b. explanation of legal rights and protections available to the victim;
 - c. comprehensive case management;
 - d. shelter/housing and sustenance;
 - e. medical and mental health care;
 - f. interpreter/translator services;
 - g. legal immigration services;
 - h. protection and safety planning;
 - i. social services advocacy; and
 - j. advocacy and referrals.

VII. San Antonio Police Department

- 7.1 SAPD will co-facilitate Alamo Area Coalition Against Trafficking (AACAT) meetings.
- 7.2 SAPD will serve as a member of the law enforcement branch and attend all AACAT meetings.
- 7.3 SAPD will provide assistance and support for AACAT members, as needed.
- 7.4 SAPD will act as the fiscal agent for the FY 2016 Enhanced Collaborative Model to Combat Human Trafficking grant, will provide progress reports to the AACAT and will participate in an evaluation of the program, as requested by the DOJ.
- 7.5 SAPD will provide additional law enforcement and administrative support, as needed, on a case-by-case basis.
- 7.6 SAPD will work with the AACAT Prevention/Education Committee to provide training opportunities regarding awareness and investigation techniques for cases of human trafficking to all law enforcement agencies within Bexar County and surrounding areas. SAPD will additionally facilitate training of other requesting law enforcement agencies in the State of Texas through certified instructors of the Sexual Assault Family Violence Investigators Course, as funded by a grant from the Criminal Justice Division, Office of the Governor, and the National Violence Against Women Office.
- 7.7 SAPD will work with the AACAT Prevention/Education Committee to provide awareness training to victim service providers and non-governmental organizations.
- 7.8 SAPD will work with the AACAT Victims Services Committee to ensure the victim's needs are met, both short-term and long-term on cases being investigated by their agency.

7.9 SAPD will assist the partner agencies in conducting proactive investigations of sex trafficking and labor trafficking crimes (domestic and foreign) within the geographical boundaries of the STOP Task Force.

VIII. Commitment of Funds

8.1 This MOU is not an obligation or commitment of funds, or a basis for transfer of funds, but rather a basic statement of the understanding between the parties of the matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

IX. Non-Enforceability

9.1 This MOU is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

CITY OF SAN ANTONIO

Sheryl Sculley
City Manager

Date

Approved as to Form:

City Attorney

U.S. DEPARTMENT OF JUSTICE
U.S. ATTORNEY'S OFFICE FOR THE WESTERN DISTRICT OF TEXAS

Richard L. Durbin, Jr.
United States Attorney
Western District of Texas

Date

U.S. DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF THE SPECIAL AGENT IN CHARGE, SAN ANTONIO

Shane M. Folden
Special Agent in Charge

Date

ALAMO AREA RAPE CRISIS CENTER

Miriam Elizondo, MS, LRC-S
Co-Executive Director, Client Services

Date

Mary Chevront, MBA, CPA
Co-Executive Director, Development and Education

Date