

AN ORDINANCE 2015-09-03-0739

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION IN AN AMOUNT UP TO \$241,689.00 TO THE U.S. DEPARTMENT OF JUSTICE TO SUPPORT THE CHILD WELFARE STRATEGIC ALLIANCE PROGRAM; AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY REGARDING THE DISTRIBUTION OF GRANT FUNDS AND THE DESIGNATION OF BEXAR COUNTY AS THE GRANT FISCAL AGENT.

* * * * *

WHEREAS, the U.S. Department of Justice (DOJ) has available as much as \$604,223.00 in 2015 Justice Assistance Grant funds to support the Child Welfare Strategic Alliance Program, a joint project of the City and Bexar County that addresses child abuse; and

WHEREAS, of the total grant award, the City would receive \$241,689.00; and

WHEREAS, a cash matching contribution of \$35,000.00 is required; and

WHEREAS, the grant period is October 1, 2015, to September 30, 2019; and

WHEREAS, it is necessary to authorize the submission of a grant application for said grant funds and to authorize the acceptance of said grant funds, if awarded; and

WHEREAS, it is also necessary to authorize the execution of an interlocal agreement with Bexar County which authorizes Bexar County to submit a grant application for the aforementioned grant, that designates Bexar County as the grant's fiscal agent, and that provides that Bexar County will conduct the administration of the grant funds; **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 \$604,223.00 to the DOJ for 2015 Justice Assistance Grant funds to support of the Child Welfare Strategic Alliance Program. The City Manager and her designee are also 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.

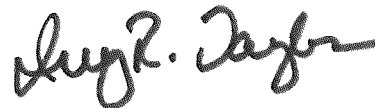
SECTION 2. The City Manager and her designated representative are hereby authorized to execute an interlocal agreement with Bexar County that authorizes Bexar County to submit a 2015 Justice Assistance Grant application to the DOJ in support of the Child Welfare Strategic Alliance Program, that designates Bexar County as the grant's fiscal agent, and that provides that Bexar County will conduct the administration of the grant funds. A copy of said agreement is attached hereto as **Exhibit I**, and the terms of the agreement are hereby approved. Should the parties be unable to agree upon an agreement that is substantially the same as that attached, subsequent City Council action shall be required for authorization to execute the agreement.

SECTION 3. Fund 26028000 (Department of Justice) is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant. Should funding be awarded, the sum of up to \$241,689.00 from the DOJ will be appropriated in said fund. A proposed budget and personnel complement attached hereto as **Exhibit II** are hereby approved. Upon award of the grant, the City will contribute a cash match of up to \$35,000.00.

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 3rd day of September, 2015.



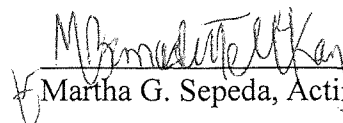
M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

Agenda Item:	11 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20)						
Date:	09/03/2015						
Time:	09:20:53 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the submission of a grant application in an amount up to \$241,689.00 to the U.S. Department of Justice to support the Child Welfare Strategic Alliance Program; and authorizing an interlocal agreement with Bexar County regarding the distribution of grant funds and the designation of Bexar County as the grant fiscal agent. [Erik Walsh, Deputy City Manager; Anthony Trevino, Interim Chief of 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					
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			x	

ORIGINAL

STATE OF TEXAS § INTERLOCAL AGREEMENT FOR 2015 BYRNE
 § JUSTICE ASSISTANCE GRANT PROGRAM
COUNTY OF BEXAR § FUNDING OPPORTUNITY NUMBER CFDA
 #16.738

This interlocal agreement regarding the 2015 Byrne Justice Assistance Program ("JAG") award (the "Agreement") is entered between the County of Bexar, a political subdivision of the State of Texas ("COUNTY") and the City of San Antonio, a Texas home-rule municipal corporation ("CITY")(also, individually, the "Party" or, collectively, the "Parties"), pursuant to authority granted under the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001, *et seq.*

RECITALS

1. The Department of Justice ("DOJ") requires either CITY or COUNTY, but not both, to submit an application for the 2015 JAG award for which the Parties are eligible and to serve as fiscal agent for the funds.
2. At CITY's request, COUNTY has agreed to serve as the applicant and fiscal agent for the funds.
3. Each Party, in performing governmental functions or in paying for the performance of governmental functions under this Agreement, shall make the performance or payments from current revenues.
4. Each Party finds that the performance of this Agreement is in the best interests of both Parties and that the undertaking will benefit the public.

ARTICLE I PURPOSE

- 1.01 The purpose of this Agreement is to establish the terms under which the Parties will apply for and expend the 2015 JAG award for which the Parties are eligible.

ARTICLE II TERM

- 2.01 This Agreement becomes effective when executed by all Parties and, except as otherwise provided, will expire when all obligations of the Parties under this Agreement have been performed or on September 30, 2018, whichever is earlier.

ARTICLE III APPLICATION FOR FUNDS

- 3.01 COUNTY will apply for the 2015 JAG award on behalf of the Parties.
- 3.02 COUNTY will serve as fiscal agent for the JAG award.

ARTICLE IV **ALLOCATION**

4.01 The Parties have allocated between themselves the \$604,223.00 FY 2015 JAG award for which COUNTY will apply, taking into account the certification of the Office of the Texas Attorney General to the DOJ regarding the "disparate funding situations" in Bexar County, Texas.

4.02 CITY is allocated \$241,689.00 of the 2015 JAG award for projects identified in Exhibit A that prevent, reduce and control crime, improve public safety and better serve the efficient administration of justice, which funds must be expended no later than four years from the date of the grant award. If CITY desires to reprogram funds allocated for a project identified in Exhibit A, it shall submit the proposed change to COUNTY's Auditor and its Department of Management and Finance (the "Department") for approval prior to expending funds on the change. The Auditor's and the Department's review of the proposed change must be completed within 10 days of receipt. If either the Auditor or the Department do not approve the proposed change, the matter will be resolved by a conference call among the Auditor, CITY's representative and DOJ. Requests for reprogramming by CITY must be received by the Auditor and the Department no later than six months before the expiration of the four-year term of the grant award. Any JAG funds not expended by the end of the term must be returned to COUNTY.

4.03 COUNTY is allocated \$362,534.00 of the 2015 JAG award for projects identified in Exhibit A that prevent, reduce and control crime, improve public safety and better serve the efficient administration of justice, which funds must be expended no later than four years from the date of the grant award.

4.04 COUNTY will pay CITY that portion of the JAG award allocated to CITY under this Agreement within 15 days of receipt of the funds.

4.05 Each Party will place its allocation in a trust account. Any interest earned by that account must be spent in accordance with the requirements of the JAG program. If CITY desires to spend the interest on a project that is not identified in Exhibit A, the Parties will follow the process for reallocation of funds identified in Section 4.02 above.

ARTICLE V **COMPLIANCE WITH LAWS**

5.02 Each Party warrants and represents that the expenditure of its allocation under the JAG Program for grant year 2015 will fully comply with all legal requirements for use of the funds and for the purposes specified in all applicable statutes, rules or regulations pertaining to the JAG Program, including but not limited to those expressly set out in this Agreement.

ARTICLE VI **PROGRAM RECORDS AND REQUIREMENTS**

6.01 CITY shall maintain all records relating to the receipt and disbursement of the 2015 JAG funds and all records that quantify or identify the performance of resources, activities, services or positions funded by the 2015 JAG funds until three years after all of those funds have been expended.

6.02 Upon giving reasonable notice, COUNTY's Auditor or her representative may review the records maintained by CITY in accordance with Section 6.01 above.

ARTICLE VII
LIABILITY

7.01 Nothing in the performance of this Agreement will impose any liability for claims against either Party other than claims for which the Texas Tort Claims Act may impose liability.

7.02 Each Party will be responsible for its own actions in providing services under this Agreement.

ARTICLE VIII
TEXAS LAW TO APPLY

8.01 This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties under this Agreement are performable in Bexar County, Texas.

ARTICLE IX
LEGAL CONSTRUCTION

9.01 If any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

ARTICLE X
ENTIRE AGREEMENT

10.01 This Agreement supersedes any and all agreements, either oral or in writing, between the Parties, with respect to the subject matter, and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid.

10.02 This Agreement does not create any rights in any party not a signatory to this Agreement.

ARTICLE XI
AMENDMENT

11.01 No amendment, modification, or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

ARTICLE XII
LIAISONS AND NOTICES

12.01 Bexar County employee, Audrey M. Cavazos and/or a representative from Bexar County Budget and Finance shall be COUNTY's designated representative responsible for the management of this Agreement unless CITY receives written notification to the contrary from COUNTY.

12.02 The City of San Antonio Police Department employee, Robert C. Looney and/or a representative from the San Antonio Police Department shall be CITY's designated representative responsible for management of this Agreement unless COUNTY receives written notification to the contrary from CITY.

12.03 Communications between CITY and COUNTY must be directed to the designated representatives of each as set forth above.

12.04 For purposes of this Agreement, all official communications and notices among the Parties will be deemed sufficient if in writing and either hand-delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: Police Department
Office of the Chief
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

WITH COPY TO: External Relations Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

COUNTY: Nelson W. Wolff
Bexar County Judge
101 W. Nueva, Suite 1019
San Antonio, Texas 78205

WITH COPY TO: Susan Yeatts
County Auditor
101 W. Nueva, Suite 800
San Antonio, Texas 78205

Notice of change of address by either Party must be made in writing and delivered to the other Party's last known address within five business days of the change.

EXECUTED IN DUPLICATE ORIGINALS ON THIS _____ DAY OF _____, 2015.

COUNTY OF BEXAR

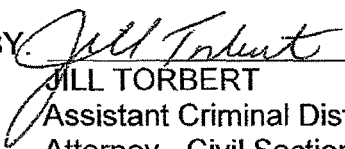
BY: _____
NELSON W. WOLFF
County Judge

ATTEST:

BY: _____
GERARD C. RICKHOFF
County Clerk

**APPROVED AS TO
LEGAL FORM:**

NICHOLAS "NICO" LA HOOD
District Attorney
Bexar COUNTY, Texas

BY: 
JILL TORBERT
Assistant Criminal District
Attorney - Civil Section

APPROVED AS TO FINANCIAL CONTENT:

BY: _____
SUSAN YEATTS
County Auditor

BY: _____
DAVID SMITH
County Manager

CITY OF SAN ANTONIO

BY: _____
SHERYL SCULLEY
City Manager

ATTEST:

BY: _____
LETICIA M. VACEK
City Clerk

APPROVED:

BY: _____
MARTHA G. SEPEDA
City Attorney

EXHIBIT "A"

- I. Project Abstract**
- II. Project and Budget Narrative**
- III. 30-Day Governing Body Review Memo and Back-up**
- IV. Bexar County Commissioners Court Agenda for FY 2015 JAG
Public Hearing and Bexar/COSA Projects and Notice of
Public Hearing.**
- V. City of San Antonio Ordinance Approval.**

**FY 2015 Justice Assistance Grant
Bexar County and the City of San Antonio Disparate Jurisdiction
I. Project Abstract**

Applicant's Name: Bexar County, Texas

Title of the Project: FY 2015 Bexar County and City of San Antonio Justice Assistance Grant

Goals of the Project: The goals of the projects are to adhere to the U.S. Department of Justice grant rules and regulations for local law enforcement projects that range from problem solving courts, domestic violence programs, victim service programs, a correctional services program, and a multi-jurisdictional child enforcement task force. Major objectives are: lower drug/alcohol related recidivism rates; advocate for persons who have suffered domestic violence or elder fraud; and provide law enforcement investigations of children who have suffered domestic or sexual violence. Most of the projects have been in existence and have been funded by previous Bexar County and City of San Antonio Justice Assistance Grants. The strategies and coordination of the projects are successful and continue to operate with JAG funded staff that are trained.

Bexar County and the City of San Antonio will fund a combination of continuation projects that will serve the following types of project identifiers: adjudication, case management, corrections, court advocacy, crime prevention, substance abuse prevention, probation, problem-solving courts, violence – violent crimes, witness, and law enforcement.

A narrative of the projects and their budgets are attached.

II. Bexar County FY 2015 Justice Assistance Grant (JAG) Program and Budget Narrative

1) Civil District Court Family Drug Court Sustainability Project

Allocation: \$62,837 (Salaries and Benefits)

Position Funded: One Family Support Monitor (Case Manager)

Purpose Area: Drug Treatment and Enforcement Program

Continuation Project since 2010 JAG

The mission of the Bexar County Family Drug Court is to utilize the court and the community to empower parents to live drug-free and gain the skills necessary to care appropriately for their children. This program is intended to assist families that have been separated by the effects of drug and alcohol abuse. Families to be considered for the Family Drug Court are referred to the court by Child Protective Services (CPS), following the removal of children by CPS from their parents' care. This project is budgeted to fund the salaries and benefits of one Family Support Monitor for one fiscal year. The Family Support Monitor has routine contact with the participants of the Family Drug Court and acts as the court's case manager. The data tracked encompasses all participants and their activities in the program: drug treatment plan, judicial supervision, drug testing, case management and program evaluation.

2) Judicial Services Adult Drug Court Sustainability Project (Misdemeanor)

Allocation: \$56,107 (Salaries and Benefits)

Position Funded: One Adult Probation Officer

Purpose Area: Drug Treatment and Enforcement Program - Prosecution and Courts

Continuation Project since 2009 Recovery Act JAG (ARRA)

The Bexar County Adult Criminal Drug Court is a post-adjudication program which serves as an alternative to jail and prison. This court is modeled after the Ten Key Components as articulated by the Bureau of Justice Assistance (BJA) and the National Association of Drug Court Professionals (NADCP). This project will fund salaries and benefits for one adult probation officer for the misdemeanor adult drug court. The adult probation officer will be responsible for preparing monthly Personnel Activity Reports to satisfy grant documentation regulations. The adult probation officer's duties entail having routine contact with the participants of the drug courts and monitoring the terms and conditions of the drug court enrollment process: drug treatment and assessments, service delivery plans, judicial supervision, drug testing, case management, and program evaluation to interdisciplinary education phases. The staff of this problem solving court will follow the course of a participant versus punishment and incarceration.

- 3) Criminal District Attorney – Vulnerable Victims Advocacy Program**
Allocation: \$76,197.00 (Salaries and Benefits)
Positions Funded: One Violent Crimes Intake Advocate and one partially funded Elder Fraud Advocate
Purpose Area: Crime Victim and Witness Program
Continuation Project since 2009 JAG

This project will continue the efforts of the current advocates for victims of violent crimes and elder fraud for the Bexar County Criminal District Attorney's Office. Bexar County will continue the salary and benefits of two advocates that will assist prosecutors with pertinent client information to assist in prosecution efforts. The Intake Division Advocate (\$54,943) is available to assist victims of violent crimes and identify the families and next-of-kin in homicide cases immediately following the commission of the offense. The Elder Fraud Victim Advocate (partially funded this fiscal year with JAG in the amount of \$21,254) is responsible for providing case status, information about the criminal justice system, court accompaniment, information regarding restitution, and referrals to social service agencies to all elderly victims of fraud. This project will include assessing a victim's need for protection under the law, such as a protective order. Other services will include crisis intervention, advocacy, information, and referrals.

- 4) Bexar County Juvenile Probation Project Sentry (Gang Unit) Probation Officers**
Allocation: \$93,105.00 (Salaries and Benefits)
Positions Funded: Two Project Sentry (Anti-Gang) Senior Juvenile Probation Officers
Purpose Area: Corrections and Community Corrections Program
Continuation Project since FY 2010 JAG

The Juvenile Probation Office operates to provide services to children, adolescents, and their families to correct bad behavior. Juvenile Probation's project entails funding for salaries and benefits for two anti-gang senior juvenile probation officers. The anti-gang, senior probation officers provide intensive supervision and monitoring of violent juvenile offenders. This anti-gang program consist of: unscheduled visits to assigned probationers, finding guns to be logged into evidence and entered into the Bureau of Alcohol, Tobacco and Firearms (ATF) database, communicating with local law enforcement regarding gang intelligence, presenting anti-gang and anti-gun programs to local civic groups and communities, and referring gang members that express the desire to get out of gangs to community-based organization to assist this process. Additionally, the probation officers work diligently with the District Attorney's Office to coordinate prosecution.

- 5) **Bexar County Community Resources - Child Welfare Strategic Alliance
Program Forensic Interviewer Services**
Allocation: \$74,288.00 (Salaries and Benefits)
Position Funded: One Child Welfare Forensic Interviewer
Purpose Area: Crime Victim and Witness Program
Continuation Program since FY 2005 JAG funding

The Justice Assistance Grant will continue efforts to protect children. The Child Welfare Strategic Alliance Task Force will fund one forensic interviewer to continue the efforts of law enforcement, Child Protective Services (CPS), prosecution, medical professionals and non-profit organizations to improve investigations, treatment, and management of child abuse cases in Bexar County. Various responsibilities of the forensic interviewer are to: evaluate the forensic interview of a child, review medical exams, provide input for prosecution, and review criminal and civil case dispositions. The Bexar County Department of Community Resources and the San Antonio Police Department administer this program.

Total Bexar County FY 2013 JAG Allocation: \$362,534.00

**The City of San Antonio, San Antonio Police Department
FY 2015 Justice Assistance Grant (JAG) Program and Budget Narrative**

The City of San Antonio will continue its law enforcement efforts for the following programs:

- 1) Continue the City of San Antonio efforts of the Child Welfare Strategic Alliance Task Force by providing salaries and benefits for two detective investigator positions (Child Welfare Crimes) in the amount of **\$216,386.00**. This program will continue supporting the joint City/County project whose purpose is to conduct investigations regarding the sexual and domestic abuse cases involving children. This project collaborates with the Bexar County Sheriff's Office, the Bexar County District Attorney, Bexar County Department of Community Resources, the Texas Department of Family and Protective Services, Christus Santa Rosa Children's Hospital, and ChildSafe (a child advocacy non-profit). The City of San Antonio Police Department, Sex Crimes Unit is tasked with the investigation of more than 28 different offenses; a large portion of the Special Victim's Unit's caseload involves child victims.
- 2) The San Antonio Police Department (SAPD) has allocated **\$25,303.00** in salaries and benefits to provide overtime costs for SAPD Child Welfare Crime Investigation Unit personnel. SAPD will utilize this funding for any San Antonio Police Department personnel working on a case for the Child Welfare Strategic Alliance Program stated above. There is a rise in the number of child abuse cases and overtime is a crucial tool to help the Child Welfare Strategic Alliance Program by providing the appropriate resources needed for effective investigations.

Total City of San Antonio FY 2015 JAG Allocation: \$241,689.00

FY 2015 JUSTICE ASSISTANCE GRANT ALLOCATION

BEXAR COUNTY	\$362,534.00
CITY OF SAN ANTONIO	\$241,689.00
TOTAL ALLOCATION:	\$604,223.00

Bureau of Justice Assistance		
FY2013 JAG Grant Proposed Budget		
October 1, 2015 through September 30, 2019		
IO# 117000000XXX CFDA# 16.738		
General Ledger	Description	Budget
Revenue		
4501000	Bureau of Justice Assistance	\$ 241,689
6101100	Interfund transfer in	\$ 35,000
	Total Revenue	\$ 276,689
Expenditures		
5101010	Regular Salaries & Wages	\$ 146,150
5101050	Language Skill Pay	\$ 600
5101060	Longevity Pay	\$ 13,849
5103005	FICA & Medicare Expense	\$ 2,724
5103010	Life Insurance	\$ 151
5103070	Clothing Allowance	\$ 2,880
5104003	F&P Retiree Insurance	\$ 13,511
5104027	Pension	\$ 42,943
5104033	CLEAT Insurance	\$ 2,916
5104039	Fire Bonus Day/Police Sick Leave	\$ 10,800
5104045	Police Certification Pay	\$ 5,520
5104060	Educational Pay	\$ 3,780
5170020	Unifm Actv Healthcr	\$ 30,866
	Total Personal Services	\$ 276,689
	Total Expenditures	\$ 276,689
		0

Exhibit II

U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE

GRANT NO.

JUSTICE ASSISTANCE GRANT

OCTOBER 1, 2015 through SEPTEMBER 30, 2019

PERSONNEL COMPLEMENT

Grant Funded Positions:

City Positions:

Job Class

0603

Job Title

Police Detective Investigator

Number of Positions

2

Total City Positions

2