

AN ORDINANCE 2017-08-31-0608

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION IN AN AMOUNT UP TO \$272,594.00 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), Bureau of Justice Assistance has available as much as \$681,485.00 in 2017 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 \$272,594.00; and

WHEREAS, a cash matching contribution of \$8,896.00 is required from the City; and

WHEREAS, the grant period is October 1, 2016, to September 30, 2020; 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 joint grant application in an amount not to exceed \$681,485.00, of which the City of San Antonio will receive an amount not to exceed \$272,594.00, to the DOJ for 2017 Justice Assistance Grant funds in 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 designee are hereby authorized to execute an interlocal agreement with Bexar County that authorizes Bexar County to submit a 2017 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. Upon acceptance of this award, a new fund and internal order number will be created, upon which the sum of up to \$272,594.00 from the DOJ will be appropriated in said fund. The proposed budget, including a General Fund cash matching contribution of \$8,896.00 and a proposed personnel complement of two (2) positions, which is attached hereto and incorporated herein for all purposes as **Exhibit II**, is approved and adopted for entry in the City books.

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.

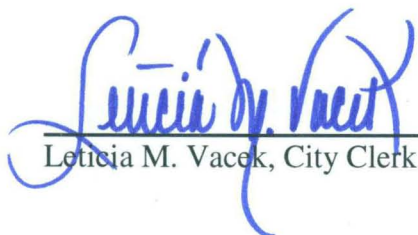
SECTION 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 31st day of August, 2017.



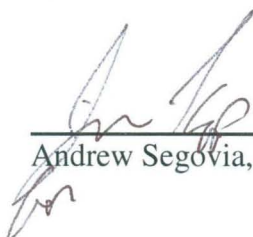
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	16 (in consent vote: 7, 8, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28A, 28B)						
Date:	08/31/2017						
Time:	09:24:59 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the submission of a grant application in an amount up to \$272,594.00 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; William P. McManus, Chief of Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

JK/rk
8/31/17
Item No. 16

Exhibit I

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR 2017 BYRNE
	§	JUSTICE ASSISTANCE GRANT PROGRAM
COUNTY OF BEXAR	§	FUNDING OPPORTUNITY NUMBER CFDA
		#16.738

This interlocal agreement regarding the 2017 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 2017 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 2017 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, 2020, whichever is earlier.

ARTICLE III **APPLICATION FOR FUNDS**

- 3.01 COUNTY will apply for the 2017 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 \$681,485.00 FY 2017 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 \$272,594.00 of the 2017 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 September 30, 2020. 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 \$408,891.00 of the 2017 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 September 30, 2020.

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 2017 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 2017 JAG funds and all records that quantify or identify the performance of resources, activities, services or positions funded by the 2017 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 _____, 2017.

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: _____
Andrew Segovia
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 2017 JAG
Public Hearing and Bexar/COSA Projects and Notice of
Public Hearing.**
- V. City of San Antonio Ordinance Approval.**

TO BE ATTACHED AT ANOTHER DATE.

Exhibit II

Bureau of Justice Assistance		
FY2017 JAG Grant Proposed Budget		
October 1, 2016 through September 30, 2020		
General Ledger	Description	Budget
	Revenue	
4501000	Bureau of Justice Assistance	272,594
6101100	Cash Match	8,896
	Total Revenue	281,490
	Expenditures	
5101010	Regular Salaries & Wages	143,988
5101020	Overtime	12,094
5101050	Language Skill Pay	600
5101060	Longevity Pay	15,320
5103005	FICA & Medicare Expense	2,291
5103010	Life Insurance	101
5103070	Clothing Allowance	3,880
5104003	F&P Retiree Insurance	13,634
5104027	Pension	41,811
5104033	CLEAT Insurance	2,916
5104045	Police Certification Pay	6,000
5104060	Educational Pay	3,780
5170020	Uniform Actv Healthcare	31,800
	Total Personal Services	278,215
5201025	Education	1,100
5207010	Travel	2,175
	Total Contractual Services	3,275
	Total Expenditures	281,490