

AN ORDINANCE 2019-06-06-0455

**AUTHORIZING THE SUBMISSION OF A CONTINUATION GRANT APPLICATION IN AN AMOUNT UP TO \$2,300,000.00 TO THE TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY FOR THE REGIONAL AUTO CRIMES TEAM PROJECT; AUTHORIZING THE ACCEPTANCE OF FUNDS UPON AWARD; AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE BEXAR COUNTY SHERIFF'S OFFICE.**

\* \* \* \* \*

**WHEREAS**, the Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has grant funds available to fund the Regional Auto Crimes Team (ReACT), in an amount up to \$2,300,000.00, 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, 2019, to August 31, 2020; and

**WHEREAS**, a cash match of \$561,746.00 is required, with the City of San Antonio contributing \$479,446.00 and the National Insurance Crime Bureau (NICB) contributing \$82,300.00; an in-kind contribution of \$2,551,397.00 is required with the City contributing \$2,217,174.00 and BCSO contributing \$334,223.00; 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 \$2,300,000.00 from ABTPA, which requires a cash match of \$561,746.00, with the city contributing \$479,446.00 and the NICB contributing \$82,300.00 as salary in lieu of cash match, and an in-kind match of \$2,551,397.00, with the City contributing \$2,217,174.00 and BCSO contributing \$334,223.00, for the ReACT Project for the grant period September 1, 2019 through August 31, 2020. 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 \$2,300,000.00 from the ABTPA 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, attached hereto as **Exhibit A**, is hereby approved and adopted for entry in the City books.

**SECTION 3.** A City cash match not to exceed \$479,446.00 is contingent upon the approval of the fiscal year 2020 General Fund Budget.


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

**SECTION 5.** Upon acceptance of this award, the City Manager her designee, and the Chief of Police and designee, are hereby authorized to execute an agreement with the Bexar County Sheriff's Office in connection with the ReACT Project. The agreement shall contain the same or substantially similar terms and conditions as those contained in the agreement attached hereto as **Exhibit C**.

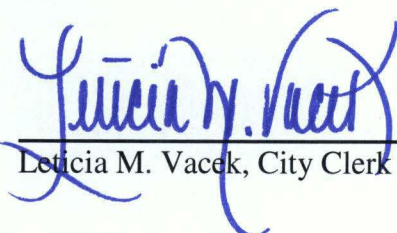
**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 7.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

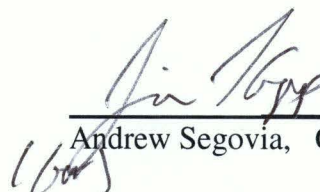
**PASSED and APPROVED** this 6th day of June, 2019.

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>11 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 17 )</b>
<b>Date:</b>	06/06/2019
<b>Time:</b>	09:21:31 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	Ordinance approving the submission of a grant application to the Texas Automobile Burglary and Theft Prevention Authority and the acceptance upon award of up to \$2,220,971.00 for the Regional Auto Crimes Team Project; approving a project budget of up to \$5,334,114.00, which includes the grant funds, a cash match of \$561,746.00 funded by the City's General fund (\$479,446.00) and the National Insurance Crime Bureau (\$82,300.00); and the City's in-kind contribution of \$2,551,397.00; and approving an Interlocal Agreement with the Bexar County Sheriff's Office. [María Villagómez, 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>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				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				
Clayton H. Perry	District 10		x				

# Exhibit A

Automobile Burglary & Theft Prevention Authority (ABTPA)  
Regional Auto Crimes Team (ReACT)  
September 1, 2019 through August 31, 2020  
Internal Order No.: 117000000XXX  
ABTPA Grant # 608-20-SPD0000

**ESTIMATED REVENUES**

ABTPA BUDGET CATEGORY	GL	Revenue	ABTPA	COSA CASH	NICB CASH	PROG. INC.	BCSO IN- KIND	COSA IN-KIND	BUDGET
Grant	4501110	ATPA Grant #608-20-SPD0000	\$2,220,971						\$2,220,971
Match	6101100	General Fund Cash Match		\$479,446					\$479,446
Match	6101100	NICB Officer Cash Match			\$82,300				\$82,300
Match	6101100	ReACT Asset Seizure Funds				\$0			\$0
Match	6500000	COSA In-Kind Contributions						\$2,217,174	\$2,217,174
Match		BCSO In-Kind Contributions					\$334,223		\$334,223
<b>Total Revenue</b>			<b>\$2,220,971</b>	<b>\$479,446</b>	<b>\$82,300</b>	<b>\$0</b>	<b>\$334,223</b>	<b>\$2,217,174</b>	<b>\$5,334,114</b>

**ESTIMATED EXPENDITURES**

ABTPA BUDGET CATEGORY	GL	COST ELEMENT	ABTPA BUDGET	COSA CASH MATCH	NICB CASH MATCH	PROGRA M INCOME	BCSO IN- KIND MATCH	COSA IN-KIND MATCH	BUDGET
Personnel	5101010	Regular Salaries & Wages	\$ 603,142	\$ -					\$ 603,142
Personnel	5101020	Overtime	\$ 151,116	\$ -					\$ 151,116
Personnel	5101050	Language Pay*	\$ -	\$ 1,200					\$ 1,200
Personnel	5101060	Longevity Pay*	\$ -	\$ 53,100					\$ 53,100
Personnel	5103005	FICA & Medicare Expense	\$ -	\$ 17,536					\$ 17,536
Personnel	5103010	Life Insurance	\$ -	\$ 1,200					\$ 1,200
Personnel	5103035	Personal Leave Buy-Back*	\$ -	\$ -					\$ -
Personnel	5103070	Clothing Allowance*	\$ -	\$ 14,980					\$ 14,980
Personnel	5104003	F&P Retiree Prepaid Health*	\$ -	\$ -					\$ -
Personnel	5104027	F&P Pension	\$ -	\$ 151,384					\$ 151,384
Personnel	5104033	CLEAT Insurance*	\$ -	\$ -					\$ -
Personnel	5104039	Fire & Police Bonus Pay*	\$ -	\$ 24,320					\$ 24,320
Personnel	5104045	Police Certification Pay*	\$ -	\$ 20,640					\$ 20,640
Personnel	5104060	Education Incentive Pay*	\$ -	\$ 13,200					\$ 13,200
Personnel	5105010	Retirement Expense (TMRS)	\$ -	\$ 8,800					\$ 8,800
Personnel	5170020	Unifm Actv Healthcr	\$ -	\$ 105,609					\$ 105,609
Personnel	5170040	Civln Actv Healthcr	\$ -	\$ 14,850					\$ 14,850
Contractual	5202025	Other Cont.Svcs (BCSO)	\$ 181,995	\$ -					\$ 181,995
Contractual	5202025	Other Cont. Svcs (NICB)	\$ -	\$ -	\$ 82,300				\$ 82,300
Equipment		AUTO (Asset with software)	\$ 1,259,697	\$ -					\$ 1,259,697
Travel	5207010	Travel - Official	\$ 15,021	\$ -					\$ 15,021
Supplies	5201025	Education	\$ -	\$ 1,200					\$ 1,200
Supplies	5203050	Membership Dues & Licenses	\$ -	\$ 1,000					\$ 1,000
Supplies	5205010	Mail & Parcel Post	\$ -	\$ 500					\$ 500
Supplies	5302010	Office Supplies	\$ -	\$ 9,527					\$ 9,527
Supplies	5304050	Tools & Apparatus	\$ -	\$ 9,500					\$ 9,500
Supplies	5204020	Maint & Rep - Cmrc	\$ -	\$ 3,900					\$ 3,900
Supplies	5204090	Maint & Rep - Automotive	\$ -	\$ 15,500					\$ 15,500
Supplies	5301020	M&R Parts Automotive	\$ -	\$ 9,000					\$ 9,000
Supplies	5403545	Motor Fuel & Lubricants	\$ 10,000	\$ 2,500					\$ 12,500
Supplies	5304075	Computer Software	\$ -	\$ -					\$ -
Supplies	5403543	IT Assessment Fees	\$ -	\$ -					\$ -
Supplies	5405020	Workers Compensation	\$ -	\$ -					\$ -
Supplies	5201040	Fees to Pro Contractors	\$ -	\$ -					\$ -
In Kind	6501010	In-Kind Salaries & Fringe	\$ -	\$ -				\$ 2,140,856	\$ 2,140,856
In Kind	6602020	In-Kind Contractual Services	\$ -	\$ -			\$ 334,223	\$ 3,528	\$ 337,751
In Kind	6704080	In-Kind Other Commodities	\$ -	\$ -				\$ 700	\$ 700
In Kind	6806520	In-Kind Miscellaneous Expense	\$ -	\$ -				\$ 72,090	\$ 72,090
<b>TOTAL EXPENDITURES</b>			<b>\$ 2,220,971</b>	<b>\$ 479,446</b>	<b>\$ 82,300</b>	<b>\$ -</b>	<b>\$ 334,223</b>	<b>\$ 2,217,174</b>	<b>\$ 5,334,114</b>
<b>MATCH CALCULATIONS</b>			<b>42%</b>	<b>9%</b>	<b>2%</b>	<b>0%</b>	<b>6%</b>	<b>42%</b>	<b>100%</b>

\* Denotes ineligible expenses under grant

# Exhibit B

**TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

**ABPTA GRANT: 608-20-SPD000**

**REGIONAL AUTO CRIMES Taskforce (ReACT)**

**SEPTEMBER 1, 2019 TO AUGUST 31, 2020**

**PERSONNEL COMPLEMENT**

**Grant Funded Positions:**

**City Positions:**

<b>Job Class</b>	<b>Job Title</b>	<b>Number of Positions</b>
0603	Police Detective Investigator	7
0041	Administrative Assistant II	1
0040	Administrative Assistant I	1
		<hr/>
<b>Total City Positions:</b>		<b>9</b>

**City Positions:**

<b>Job Class</b>	<b>Job Title</b>	<b>Number of Positions</b>
	Bexar County Sheriff's Detective Investigator	<hr/> 1
<b>Total Non-City Positions:</b>		<b>1</b>

**City Positions:**

<b>Job Class</b>	<b>Job Title</b>	<b>Number of Positions</b>
	NICB Special Agent/Investigator	<hr/> 1
<b>Total Non-City Positions:</b>		<b>1</b>

# Exhibit C

**ORIGINAL**

**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 **608-19-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 608-19-SP000 approved budget up to and not to exceed the approved budget amount of **\$97,451.00** 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: \$66,966.00  
Fringe Benefits: \$30,485.00  
**Total: \$97,451.00**

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, 2018, to August 31, 2019**. 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 the approval of 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 the approval of 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

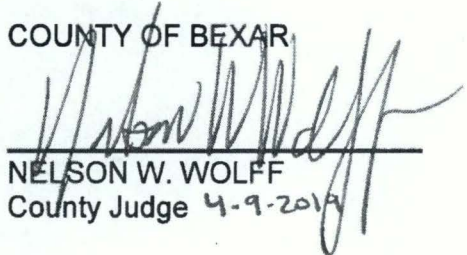
Eric J. Walsh  
City Manager  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

and,

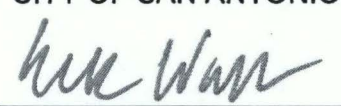
William McManus  
Chief of Police  
City of San Antonio  
San Antonio Police Department  
315 S. Santa Rosa  
San Antonio, Texas 78207

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE  
FULL FORCE AND EFFECT OF AN ORIGINAL**, on this the 1<sup>st</sup> day of  
May, 2019.

COUNTY OF BEXAR

  
NELSON W. WOLFF  
County Judge 4-9-2019

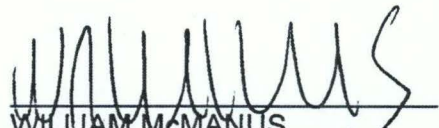
CITY OF SAN ANTONIO

  
ERIC J. WALSH  
City Manager

BEXAR COUNTY SHERIFF'S OFFICE

  
JAVIER SALAZAR  
Bexar County Sheriff

SAN ANTONIO POLICE DEPARTMENT

  
WILLIAM McMANUS  
Chief of Police 4/18/19

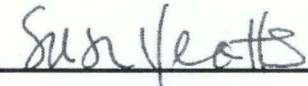
APPROVED AS TO LEGAL FORM:

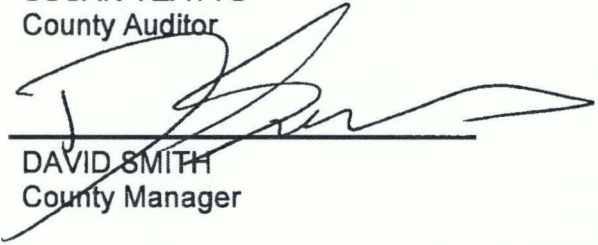
APPROVED AS TO FINANCIAL:

Bexar County Criminal District Attorney

BY:

  
LESLIE O. HABY  
Assistant Criminal District Attorney  
Civil Section

  
SUSAN YEATTS  
County Auditor

  
DAVID SMITH  
County Manager