

AN ORDINANCE 2011-06-23-0594

AUTHORIZING AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY TO SUBMIT A JOINT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE ON BEHALF OF THE CITY OF SAN ANTONIO AND BEXAR COUNTY FOR 2011 JUSTICE ASSISTANCE GRANT FUNDS IN THE AMOUNT OF \$814,376.00 THAT WILL BE USED TO SUPPORT THE CHILD WELFARE STRATEGIC ALLIANCE PROGRAM AND DESIGNATING BEXAR COUNTY AS THE GRANT FISCAL AGENT.

WHEREAS, the amount of \$814,376.00 in 2011 Justice Assistance Grant funds is available from the U.S. Department of Justice 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 \$325,750.00; and

WHEREAS, no cash matching contribution is required; and

WHEREAS, the grant period is October 1, 2011, to September 30, 2015; and

WHEREAS, in connection with the aforementioned grant, it is necessary to authorize the execution of an interlocal agreement with Bexar County that 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 designated representative are hereby authorized to execute an interlocal agreement with Bexar County that authorizes Bexar County to submit a 2011 Justice Assistance Grant application in the amount of \$814,376.00 to the U.S. Department of Justice 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. Said agreement shall contain substantially the same terms and conditions as those contained set out in the agreement attached hereto as **Exhibit I**. Should such

an agreement not be executed within sixty days of the effective date of this ordinance, subsequent City Council action shall be required for authorization to execute the aforementioned agreement.

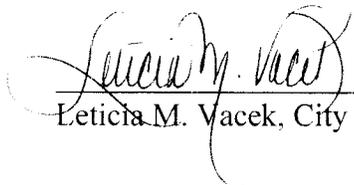
SECTION 2. This ordinance shall take effect immediately upon passage, provided that it is passed by eight or more affirmative votes; otherwise, this ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 23rd day of June, 2011.



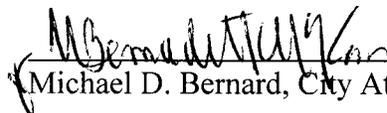
M A Y O R
JULIÁN CASTRO

ATTEST:

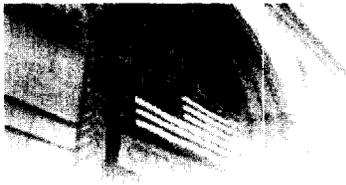


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 55

Name:	6A, 6B, 6C, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 15, 18, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 27, 28, 29, 30A, 30B, 31, 32, 33A, 35, 36, 37, 38A, 38B, 38C, 38D, 38E, 38F, 38G, 38H, 38I, 38J, 38K, 38L, 38M, 38N, 38O, 38P, 38Q, 38R, 38S, 38T, 40, 41, 43, 44, 45, 46, 47, 49A, 49B, 49C, 49D, 50, 51, 52, 53A, 53B, 54, 55, 56A, 56B, 57						
Date:	06/23/2011						
Time:	09:57:52 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the San Antonio Police Department to enter into an Interlocal Agreement with Bexar County to serve as the grant fiscal agent for the 2011 Justice Assistance Grant (JAG) from the U.S. Department of Justice for the Child Welfare Strategic Alliance Program. [Erik J. Walsh, Assistant City Manager; William P. McManus, Chief of Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**ARTICLE IV
ALLOCATION**

4.01 The Parties have allocated \$814,376 between themselves the 2011 JAG award for which COUNTY will apply, taking into account the certification of the Office of the Texas Attorney General to the U.S. Department of Justice regarding the "disparate funding situations" in Bexar County, Texas.

4.02 CITY is allocated \$325,751 of the 2011 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 wishes 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 Community Resources (the "Department") for approval prior to expending funds on the change. The Auditor and the Department's review of the proposed change shall be completed within 10 days of receipt. If both the Auditor and 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 \$488,625 of the 2011 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 year 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 wants 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 2011 shall 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 2011 JAG funds and all records that quantify or identify the performance of resources, activities, services or positions funded by the 2011 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 shall 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 shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE IX
LEGAL CONSTRUCTION

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

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 hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding.

10.02 This Agreement shall 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 hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XII
LIAISONS AND NOTICES

12.01 Bexar County Judge Nelson Wolff 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 Chief of Police 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 shall 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 shall 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
100 Dolorosa, Room 101
San Antonio, Texas 78205

WITH COPIES TO: Aurora Sanchez
Executive Director
Department of Community Resources
233 N. Pecos, Suite 590
San Antonio, Texas 78207

AND Susan Yeatts
County Auditor
212 Stumberg; Suite 100
San Antonio, Texas 78204

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 (5) business days of the change.

EXECUTED IN DUPLICATE ORIGINALS ON THIS _____ DAY OF _____, 2011.

COUNTY OF BEXAR

CITY OF SAN ANTONIO

BY: _____
NELSON W. WOLFF
County Judge

BY: _____
SHERYL SCULLEY
City Manager

ATTEST:

ATTTEST:

BY: _____
GERARD C. RICKHOFF
County Clerk

By: _____
LETICIA M. VACEK
City Clerk

**APPROVED AS TO
LEGAL FORM:**

SUSAN D. REED
District Attorney
Bexar COUNTY, Texas

BY: _____
KELSEY MENZEL
Assistant Criminal District
Attorney - Civil Section

APPROVED:

BY: _____
MICHAEL BERNARD
City Attorney

APPROVED AS TO FINANCIAL CONTENT:

BY: _____
SUSAN YEATTS
County Auditor

BY: _____
DAVID SMITH
Budget Officer and Executive Director
Planning and Resource Management

BY: _____
AURORA SANCHEZ
Executive Director
Community Resources

Exhibit "A"

- I. Bexar County Program & Budget Narrative
- II. Bexar County Budget Breakdown
- III. City of San Antonio Program & Budget Narrative
- IV. City of San Antonio Budget Breakdown
- V. 30 Day Governing Body Review Memo & Back-up
- VI. Bexar County Commissioners Court Agenda for FY 2011
JAG Public Hearing and Bexar/COSA Projects and Notice of
Public Hearing (No citizens signed up to speak).