CHW
06/20/13
Item No. 33

AN ORDINANCE 2013-06-20-0462

AUTHORIZING THE ACCEPTANCE OF FUNDS, UPON AWARD, NOT TO EXCEED $253,315.00 FOR THE 2012 JUSTICE ASSISTANCE GRANT FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE FOR A CHILD WELFARE STRATEGIC ALLIANCE PROGRAM, A CITY/COUNTY PROJECT ADDRESSING CHILD SEXUAL ABUSE/ASSAULT, FOR THE PERIOD OF OCTOBER 1, 2013, THROUGH SEPTEMBER 30, 2017; AUTHORIZING AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY REGARDING THE DISTRIBUTION OF GRANT FUNDS AND DESIGNATING BEXAR COUNTY AS THE GRANT FISCAL AGENT; AND ESTABLISHING A BUDGET AND A PERSONNEL COMPLEMENT APPROPRIATING.

* * * * * * * * * * * *

WHEREAS, the amount of $633,289.00 in 2013 Justice Assistance Grant funds is available from the U.S. Department of Justice (DOJ), Bureau of Justice Assistance, 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 $253,315.00; and

WHEREAS, no cash matching contribution is required; and

WHEREAS, the grant period is October 1, 2013, to September 30, 2017; and

WHEREAS, it is necessary to authorize the acceptance of said grant; 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 accept 2013 Justice Assistance Grant funds upon award in an amount up to $253,315.00 from the DOJ in support of the Child Welfare Strategic Alliance Program for the grant period October 1, 2013, through

September 30, 2017. 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 designated representative are hereby authorized to execute an interlocal agreement with Bexar County that authorizes Bexar County to submit a 2012 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 $253,315.00 from the DOJ will be appropriated in said fund. A proposed budget and personnel complement attached hereto as **Exhibit II** 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 June, 2013.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Michael D. Bernard, City Attorney

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - 33

Name:	5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20A, 20B, 21A, 21B, 22A, 22B, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34B, 36, 37, 38, 39, 40, 41, 42, 44, 46A, 46B, 47A, 47B, 48B, 49A, 49B, 49C
Date:	06/20/2013
Time:	11:16:24 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the acceptance of funds, upon award, not to exceed $253,315.00 for the 2013 Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance for a Child Welfare Strategic Alliance Program, a City/County project addressing child sexual abuse/assault, for the period of October 1, 2013 through September 30, 2017; authorizing an Interlocal Agreement with Bexar County regarding the distribution of grant funds and designating Bexar County as the grant fiscal agent; establishing a budget and a personnel complement. [Erik J. Walsh, Deputy 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				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT FOR 2013 BYRNE**
	§	**JUSTICE ASSISTANCE GRANT PROGRAM**
COUNTY OF BEXAR	§	**FUNDING OPPORTUNITY NUMBER CFDA #16.738**

This interlocal agreement regarding the 2013 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 2013 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 those funds.

3. Each Party, in performing governmental functions or in paying for the performance of governmental functions under this Agreement, shall make that performance or those payments from current revenues legally available to that Party.

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 2013 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, 2016, whichever is earlier.

ARTICLE III
APPLICATION FOR FUNDS

3.01 COUNTY will apply for the 2013 JAG award on behalf of the Parties.

3.02 COUNTY will serve as fiscal agent for the JAG award.

Exhibit I

ARTICLE IV
ALLOCATION

4.01 The Parties have allocated between themselves the $633,289 2013 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 $253,315 of the 2013 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 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 $379,974 of the 2013 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 2013 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 2013 JAG funds and all records that quantify or identify the performance of resources, activities, services or positions funded by the 2013 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 be 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 if this Agreement 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 mustl 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_____, 2013.

COUNTY OF BEXAR

BY: _____
NELSON W. WOLFF
County Judge

ATTEST:

BY: _____
GERARD C. RICKHOFF
County Clerk

CITY OF SAN ANTONIO

BY: _____
SHERYL SCULLEY
City Manager

ATTEST:

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
County Manager

DRAFT

Exhibit "A"

I. Bexar County Project & Budget Narrative
II. City of San Antonio Project & Budget Narrative
III. 30-Day Governing Body Review Memo & Back-up
IV. Bexar County Commissioners Court Agenda for FY 2013 JAG Public Hearing and Bexar/COSA Projects and Notice of Public Hearing (No citizens signed up to speak).
V. FY 2013 Project Abstract
VI. City of San Antonio Approval of Interlocal Agreement
VII. Bexar County, Texas Approval Approval of Interlocal Agreement

DRAFT

Bureau of Justice Assistance		
FY2013 JAG Grant Proposed Budget		
October 1, 2013 through September 30, 2017		
IO# 117000000XXX CFDA# 16.738		
General Ledger	Description	Budget
	Revenue	
4501000	Bureau of Justice Assistance	253,315
	Total Revenue	**253,315**
	Expenditures	
5101010	Regular Salaries & Wages	137,760
5101020	Overtime	16,050
5101050	Language Skill Pay	600
5101060	Longevity Pay	10,908
5103005	FICA & Medicare Expense	2,576
5103010	Life Insurance	149
5103070	Clothing Allowance	2,880
5104003	F&P Retiree Insurance	12,594
5104012	Instructor Pay	240
5104027	Pension	39,781
5104030	Flex Health	14,716
5104033	CLEAT Insurance	2,928
5104045	Police Certification Pay	5,280
5104060	Educational Pay	3,780
	Total Personal Services	**250,242**
5201025	Education - Classes	1,030
5207010	Travel	1,840
	Total Contractual Services	**2,870**
5404510	Motor Fuel & Lubricant	203
	Total Self Insurance/Other	**203**
	Total Expenditures	**253,315**

Exhibit II

FY2013 JAG Proposed Personnel Budget

Name	SAP Employee No.	Longevity Date	Longevity In Rank	Longevity Years	Years In Rank	Step Level	Base Pay	Longevity Pay	Total Salary	Edu Pay	Lang Pay	Cert Pay	Inst Pay	Prepaid Health $524.77	Medicare 1.45%	Pension 24.64%	Flex Health $7358	Life Insurance .10%	CLEAT $122	Clothing Allow $1440	Total Monthly	Total Yearly
David Bierman	105748	05/01/95	03/05/11	19	2	1	5,740.00	548.60	6,288.60	315.00	0.00	240.00	20.00	524.77	101.26	1,720.76	613.17	6.29	122.00	120.00	10,071.85	120,862.16
Virginia Garcia	103171	04/25/02	03/05/11	12	2	1	5,740.00	360.40	6,100.40	0.00	50.00	200.00	0.00	524.77	93.82	1,594.31	613.17	6.10	122.00	120.00	9,424.56	113,094.77
Total Monthly							11,480.00	909.00	12,389.00	315.00	50.00	440.00	20.00	1,049.54	195.08	3,315.07	1,226.33	12.39	244.00	240.00	19,496.41	233,956.93
Total Yearly							137,760	10,908	148,668	3,780	600	5,280	240	12,594	2,341	39,781	14,716	149	2,928	2,880		233,957
Total Grant									253,315													
Total Personnel Costs									233,957													
Travel																						
Crimes Against Children Conference, Dallas, TX 2 people	Registration $515 per person	Lodging $113 per night, 5 nights	Per Diem $71 per day, 1 day travel, 4 days in Dallas	Gas Projected $4.50 per gallon, 45 gallons	Date 4 day conf.																	
	1,030	1,130	710	203	TBD				3,073													
Overtime / Medicare	Overtime $16050	Medicare $235							16,285													
	16050																					
	235																					
	16285																					

MJK 06/04/2013
R:\OLD RESEARCH & PLANNING DATA - 9-20-2010\Grants\JAG - Regular FY2013\Proposed Budget and Projected Personnel Costs