

AN ORDINANCE      2014 - 06 - 05 - 0391

**ACCEPTING 2014 JUSTICE ASSISTANCE GRANT FUNDS UP TO \$264,219.00 FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, 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 amount of \$660,547.00 in 2014 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 \$264,219.00; and

**WHEREAS**, no cash matching contribution is required; and

**WHEREAS**, the grant period is October 1, 2014, to September 30, 2018; 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 2014 Justice Assistance Grant funds in an amount up to \$264,219.00 from the DOJ in support of the Child Welfare Strategic Alliance Program for the grant period October 1, 2014, through September 30, 2018. 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 \$264,219.00 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.

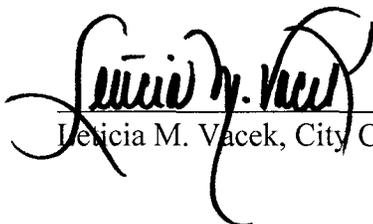
**SECTION 5.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

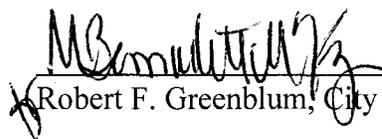
**PASSED AND APPROVED** this 5th day of June, 2014.

  
M A Y O R  
Julián Castro

**ATTEST:**

**APPROVED AS TO FORM:**

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

  
\_\_\_\_\_  
Robert F. Greenblum, City Attorney

| <b>Agenda Item:</b> | <b>12 ( in consent vote: 5, 8, 10, 11, 12, 13, 16A, 16B )</b>   |                    |            |            |                |               |               |
|---------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| <b>Date:</b>        | 06/05/2014  |                    |            |            |                |               |               |
| <b>Time:</b>        | 09:25:51 AM   |                    |            |            |                |               |               |
| <b>Vote Type:</b>   | Motion to Approve   |                    |            |            |                |               |               |
| <b>Description:</b> | An Ordinance accepting a grant award up to \$264,219.00 for the FY14 Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance and authorizing an Interlocal Agreement with Bexar County regarding the distribution of funds and designating Bexar County as the grant fiscal agent. [Erik Walsh, Deputy City Manager; William McManus, Chief of 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> |
| Julián Castro       | Mayor   |                    | x          |            |                |               |               |
| Diego Bernal        | District 1  |                    | x          |            |                |               |               |
| Ivy R. Taylor       | District 2  |                    | x          |            |                | x             |               |
| Rebecca Viagran     | District 3  |                    | x          |            |                |               | 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          |            |                |               |               |

STATE OF TEXAS  
COUNTY OF BEXAR

§ INTERLOCAL AGREEMENT FOR 2013 BYRNE  
§ JUSTICE ASSISTANCE GRANT PROGRAM  
§ 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.

**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 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 \_\_\_\_\_, 2013.

**COUNTY OF BEXAR**

**CITY OF SAN ANTONIO**

BY: \_\_\_\_\_  
NELSON W. WOLFF  
County Judge

BY: \_\_\_\_\_  
SHERYL SCULLEY  
City Manager

ATTEST:

ATTEST:

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

**APPROVED:**

BY: \_\_\_\_\_  
KELSEY MENZEL  
Assistant Criminal District  
Attorney - Civil Section

BY: \_\_\_\_\_  
MICHAEL BERNARD  
City Attorney

**APPROVED AS TO FINANCIAL CONTENT:**

BY: \_\_\_\_\_  
SUSAN YEATTS  
County Auditor

BY: \_\_\_\_\_  
DAVID SMITH  
County Manager

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

| <b>Bureau of Justice Assistance</b>               |                                   |                |
|---|-----------------------------------|----------------|
| <b>FY2015 JAG Grant Proposed Budget</b>           |                                   |                |
| <b>October 1, 2014 through September 30, 2018</b> |                                   |                |
| <b>IO# 117000000XXX CFDA# 16.738</b>              |                                   |                |
| <b>General Ledger</b>                             | <b>Description</b>                | <b>Budget</b>  |
| <b>Revenue</b>                                    |                                   |                |
| 4501000   | Bureau of Justice Assistance      | 264,219        |
|   | <b>Total Revenue</b>              | <b>264,219</b> |
| <b>Expenditures</b>                               |                                   |                |
| 5101010   | Regular Salaries & Wages          | 137,760        |
| 5101020   | Overtime                          | 22,074         |
| 5101050   | Language Skill Pay                | 600            |
| 5101060   | Longevity Pay                     | 11,695         |
| 5103005   | FICA & Medicare Expense           | 2,356          |
| 5103010   | Life Insurance                    | 138            |
| 5103070   | Clothing Allowance                | 2,880          |
| 5104003   | F&P Retiree Insurance             | 13,416         |
| 5104012   | Instructor Pay                    | 240            |
| 5104027   | Pension                           | 39,324         |
| 5104030   | Flex Health                       | 18,766         |
| 5104033   | CLEAT Insurance                   | 2,928          |
| 5104045   | Police Certification Pay          | 5,520          |
| 5104060   | Educational Pay                   | 3,780          |
|   | <b>Total Personal Services</b>    | <b>261,476</b> |
| 5201025   | Education - Classes               | 1,040          |
| 5207010   | Travel                            | 1,702          |
|   | <b>Total Contractual Services</b> | <b>2,742</b>   |
|   | <b>Total Expenditures</b>         | <b>264,219</b> |

**Exhibit II**

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

**GRANT NO.**

**JUSTICE ASSISTANCE GRANT**

**OCTOBER 1, 2014 TO SEPTEMBER 30, 2018**

**PERSONNEL COMPLEMENT**

**Grant Funded Positions:**

**City Positions:**

| <b><u>Job Class</u></b> | <b><u>Job Title</u></b>       | <b><u>Number of Positions</u></b> |
|-------------------------|-------------------------------|-----------------------------------|
| 0603                    | Police Detective Investigator | <u>2</u>                          |
|                         | <b>Total City Positions</b>   | <b>2</b>                          |