CHW
04/30/15
Item No. 22

AN ORDINANCE 2015-04-30-0353

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION IN AN AMOUNT UP TO $1,211,867.00 TO THE TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY FOR THE REGIONAL AUTO CRIMES TEAM PROJECT; AUTHORIZING THE ACCEPTANCE OF FUNDS, UPON AWARD; AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE BEXAR COUNTY SHERIFF'S OFFICE RELATED TO THE GRANT APPLICATION; AND APPROVING A CASH MATCHING CONTRIBUTION OF $606,194.00 AND AN IN-KIND MATCHING CONTRIBUTION OF $1,928,043.00.**

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

**WHEREAS**, the Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has grant funds available to fund the Regional Auto Crimes Team (ReACT); and

**WHEREAS,** the San Antonio Police Department wishes to apply for grant funds for that purpose in an amount not to exceed $1,211,867.00; and

**WHEREAS,** award of the grant would require a cash matching contribution not to exceed $606,194.00 and an in-kind matching contribution not to exceed $1,928,043.00; and

**WHEREAS,** the grant period would be September 1, 2015, to August 31, 2016; and

**WHEREAS**, award of the grant will necessitate the execution of an agreement with the Bexar County Sheriff's Office to fund two deputy positions; **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 grant application in an amount not to exceed $1,211,867.00 to the ABTPA to fund the ReACT for the period September 1, 2015, to August 31, 2016. The City Manager and her designee are 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.** Fund 26031000 (TEXAS AUTOMOBILE THEFT AUTHORITY) 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 $1,211,867.00 from the ABTPA will be appropriated in said fund, and a final budget shall be prepared by the San Antonio Police Department in conformance with the award. The proposed budget and personnel complement attached hereto as **Exhibit I** and **Exhibit II**, respectively, are hereby approved.

**SECTION 3.** Upon award, the City Manager and her designee are hereby authorized to execute an agreement with the Bexar County Sheriff's Office to fund two deputy positions for the ReACT. The agreement shall contain the same or substantially similar terms and conditions as those contained in the agreement attached hereto as **Exhibit III**.

**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 30th day of April, 2015.

**M A Y O R**
Ivy R. Taylor

**ATTEST:**

Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

Martha G. Sepeda, Acting City Attorney

| | |
|---|---|
| **Agenda Item:** | **22 ( in consent vote: 6, 7, 8, 9, 11, 12, 13, 14, 15A, 15B, 16A, 16B, 16C, 16D, 17, 18, 19A, 19B, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30 )** |
| **Date:** | 04/30/2015 |
| **Time:** | 11:00:22 AM |
| **Vote Type:** | Motion to Approve |
| **Description:** | An Ordinance authorizing the submission of a grant application in an amount up to $1,211,867.00 to the Texas Automobile Burglary and Theft Prevention Authority for the Regional Auto Crimes Team Project; authorizing the acceptance of funds, upon award; authorizing an interlocal agreement between the City of San Antonio and the Bexar County Sheriff's Office related to the grant application; and approving a cash matching contribution of $606,194.00 and an in kind matching contribution of $1,928,043.00. [Erik Walsh, Deputy City Manager; Anthony Trevino, Interim Police Chief] |
| **Result:** | Passed |

| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
|---|---|---|---|---|---|---|---|
| Ivy R. Taylor | Mayor | | x | | | | |
| Roberto C. Trevino | District 1 | | x | | | | |
| Alan Warrick | District 2 | | x | | | | |
| Rebecca Viagran | District 3 | | x | | | | |
| Rey Saldaña | District 4 | | x | | | | 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 | | | x | |

**Automobile Burglary & Theft Prevention Authority (ABTPA)**
**Regional Auto Crimes Team (ReACT)**
**September 1, 2015 through August 31, 2016**
**Internal Order No.: 117000000???**
**ATPA Grant # ???**

| Grant Category | General Ledger | Description Revenue | Budget | | |
|---|---|---|---|---|---|
| | 4501110 | ATPA Grant # ??? | $1,211,867 | | |
| | 6101100 | General Fund Cash Match | $606,194 | $606,194 | $1,818,061 |
| | | ReACT Asset Seizure Funds | | | |
| | 6500000 | COSA In-Kind Contributions | $1,928,043 | | |
| | | BCSO In-Kind Contributions | $188,344 | $2,116,387 | |
| | | **Total Revenue** | $3,934,448 | | |

| ABTPA Budget Category | COSA Expense Code | | ABTPA Funding | COSA Cash Match Funding | Amended Budget |
|---|---|---|---|---|---|
| Personnel | 5101010 | Regular Salaries & Wages | $622,552 | $155,639 | $778,191 |
| Personnel | 5101020 | Overtime | $38,910 | $0 | $38,910 |
| Personnel | 5101050 | Language Pay | $0 | $2,400 | $2,400 |
| Personnel | 5101060 | Longevity Pay | $0 | $108,168 | $108,168 |
| Personnel | 5103005 | FICA & Medicare Expense | $13,120 | $3,281 | $16,401 |
| Personnel | 5103010 | Life Insurance | $778 | $0 | $778 |
| Personnel | 5103035 | Personal Leave Buy-Back | $0 | $1,331 | $1,331 |
| Supplies | 5103070 | Clothing Allowance | $0 | $12,960 | $12,960 |
| Personnel | 5104003 | F&P Retiree Prepaid Health | $0 | $60,798 | $60,798 |
| Personnel | 5104027 | F&P Pension | $88,817 | $121,229 | $210,046 |
| Personnel | 5104030 | Flexible Benefits | $65,472 | $16,368 | $81,840 |
| Personnel | 5104033 | CLEAT Insurance | $0 | $13,122 | $13,122 |
| Personnel | 5104039 | Fire & Police Bonus Pay | $0 | $52,348 | $52,348 |
| Personnel | 5104045 | Police Certification Pay | $0 | $24,120 | $24,120 |
| Personnel | 5104060 | Education Incentive Pay | $0 | $9,240 | $9,240 |
| Personnel | 5105010 | Retirement Expense (TMRS) | $8,025 | $0 | $8,025 |
| Supplies | 5201025 | Education | $1,933 | $0 | $1,933 |
| Personnel | 5202025 | Other Contractual Services (BCSO) | $171,690 | $0 | $171,690 |
| Supplies | 5203050 | Membership Dues & Licenses | $1,500 | $0 | $1,500 |
| Supplies | 5204020 | Maint & Rep - Cmrcl | $9,782 | $0 | $9,782 |
| Supplies | 5204090 | Maint & Rep - Automotive | $13,665 | $0 | $13,665 |
| Supplies | 5205010 | Mail & Parcel Post | $0 | $1,500 | $1,500 |
| Supplies | 5206010 | Rental of Facility | $78,444 | $19,611 | $98,055 |
| **Travel** | **5207010** | **Travel - Official** | **$10,000** | **$97** | **$10,097** |
| Supplies | 5301020 | M&R Parts Automotive | $11,226 | $0 | $11,226 |
| Supplies | 5302010 | Office Supplies | $9,933 | $0 | $9,933 |
| Supplies | 5304050 | Tools & Apparatus | $12,687 | $0 | $12,687 |
| Supplies | 5304075 | Computer Software | $4,320 | $0 | $4,320 |
| Supplies | 5403040 | Cellular Phone Service | $13,176 | $0 | $13,176 |
| Supplies | 5403545 | Motor Fuel & Lubricants | $35,837 | $3,982 | $39,819 |
| | 6501010 | In-Kind Salaries | $0 | $1,775,866 | $1,775,866 |
| | 6502020 | In-Kind Contractual Services | $0 | $61,268 | $61,268 |
| | 6704000 | In-Kind Other Commodities | $0 | $1,062 | $1,062 |
| | 6800520 | In-Kind Miscellaneous Expense | $0 | $89,847 | $89,847 |
| | | **Total Expenditures** | $1,211,867 | $2,534,237 | $3,746,104 |

$3,746,104

# Exhibit I

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

ABTPA GRANT NO. SA-T04-10063-14

REGIONAL AUTO CRIMES TEAM (ReACT)

SEPTEMBER 1, 2015 TO AUGUST 31, 2016

PERSONNEL COMPLEMENT

**Grant Funded Positions:**

**City Positions:**

| Job Class | Job Title | Number of Positions |
|---|---|---|
| 0605 | Police Lieutenant | 1 |
| 0604 | Police Sergeant | 1 |
| 0603 | Police Detective Investigator | 7 |
| 0041 | Administrative Assistant II | 1 |
| 0040 | Administrative Assistant I | 1 |
| | **Total City Positions** | **11** |

**Other Positions:**

| | |
|---|---|
| Bexar County Sheriff Detective Investigator | 2 |
| **Total Other Positions** | **2** |

# Exhibit II

# 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 **2015-T01-City of -00009**. During this period, the BCSO deputies will be under the direct supervision of the BCSO Sheriff or his

**Exhibit III**

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 two deputy positions, only as authorized by the ABTPA Grant **2015-T01-City of -00009** approved budget up to and not to exceed the approved budget amount of **$177,488** 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:

| | |
|---|---|
| Salaries & Overtime | $136,382 |
| Fringe Benefits | $ 41,106 |

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 two BCSO deputies shall be at the sole discretion of the Project Director. All additional costs and expenses required to fulfill 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 arrising from BCSO employee actions and activity, while on or off duty, occuring 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 on a current basis 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.

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, 2014**, to **August 31, 2015**. 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 will revert to the SAPD except any such items purchased by the COUNTY, subject to approval of the 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
Fifth Floor
San Antonio, Texas 78205

Susan Pamerleau
Bexar County Sheriff
200 N. Comal
San Antonio, Texas 78207

and,

Edward Schweninger
Chief Assistant Criminal District Attorney
Civil Section
300 Dolorosa, Suite 4049
San Antonio, Texas 78205-3030

If to City of San Antonio

Sheryl Sculley
City Manager
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

and,

Anthony Treviño
Interim 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 _____ day of _____, 2015.

COUNTY OF BEXAR

NELSON W. WOLFF
County Judge

CITY OF SAN ANTONIO

for SHERYL SCULLEY
City Manager

ATTEST:

GERARD RICKHOFF
County Clerk

SAN ANTONIO POLICE DEPARTMENT

ANTHONY TREVIÑO
Interim Chief of Police

BEXAR COUNTY SHERIFF'S OFFICE

SUSAN PAMERLEAU
Bexar County Sheriff

APPROVED AS TO LEGAL FORM:

NICHOLAS "NICO" LAHOOD
Criminal District Attorney
Bexar County, Texas

BY: _____

PATRICIA G. PROWSE
Assistant Criminal
District Attorney -
Civil Section

APPROVED AS TO FINANCIAL:

_____

SUSAN YEATTS
County Auditor

_____

DAVID SMITH
County Manager