

AN ORDINANCE **2006-02-16-0235**

AUTHORIZING A JOINT APPLICATION WITH BEXAR COUNTY FOR A JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$638,843.00 FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE FOR A CITY/COUNTY PROJECT ADDRESSING CHILD ABUSE; AUTHORIZING AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY REGARDING THE DISTRIBUTION OF THE GRANT FUNDS; AND DESIGNATING BEXAR COUNTY AS THE GRANT FISCAL AGENT.

WHEREAS, the U.S. Department of Justice's Bureau of Justice Assistance (BJA) has Justice Assistance Grant (JAG) Program funds available to support a broad range of law enforcement activities; and

WHEREAS, Bexar County and the City of San Antonio (COSA) wish to submit a joint application for grant funds in the amount of \$638,843.00 that will be used to address child abuse; and

WHEREAS, sixty percent of the grant funds will be allocated to Bexar County and forty percent of the grant funds will be allocated to the COSA; and

WHEREAS, the COSA's allocation will be used to fund three San Antonio Police Department (SAPD) sworn positions (one sergeant and two detectives) that will be dedicated to investigate sexual abuse of children; and

WHEREAS, Bexar County will be responsible for submitting the joint application to the BJA and for administering the grant funds, if awarded; and

WHEREAS, should the grant be awarded, no matching contribution from the COSA is required; and

WHEREAS, it is necessary that the COSA and Bexar County enter into an interlocal agreement regarding the aforementioned grant; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, is hereby authorized to execute a joint grant application with Bexar County for grant funds, which will be used to fund three sworn SAPD positions dedicated to investigating sexual abuse of children, in the amount of \$638,843.00 that will be submitted to the U.S. Department of Justice's BJA in connection with its JAG Program. The City Manager, or her designee, is also authorized to execute any and all documentation necessary to effect said submission.

SECTION 2. The City Manager, or her designee, is hereby authorized to execute an interlocal agreement, a copy of which is attached hereto, with Bexar County regarding the aforementioned grant which (1) complies with the terms and conditions of the grant, should the grant be awarded, and (2) addresses the application for grant funds, the division of grant funds, and the parties' respective obligations, should the grant funds be awarded.

SECTION 3. Fund 26028000, General Ledger No. 4501100 (Grants Fed-Operating) is hereby designated for use in accounting for the fiscal transactions of this program.

SECTION 4. This ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 16th day of February, 2006.



M A Y O R

PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

Agenda Voting Results

Name: 11.

Date: 02/16/06

Time: 11:49:46 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing a joint application with Bexar County for a Justice Assistance Grant in the amount of \$638,843.00 from the U.S. Department of Justice, Bureau of Justice Assistance for a City/County project addressing child abuse; authorizing an interlocal agreement with Bexar County regarding the distribution of the grant funds; and designating Bexar County as the grant fiscal agent. [Presented by Albert A. Ortiz, Chief of Police; Erik J. Walsh, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR	Not present			

STATE OF TEXAS

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INTERLOCAL AGREEMENT FOR 2006 BYRNE

COUNTY OF BEXAR

JUSTICE ASSISTANCE PROGRAM AWARD

This interlocal agreement regarding the 2006 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

WHEREAS, The Department of Justice ("DOJ") requires either CITY or COUNTY, but not both, to submit an application for the 2006 JAG award for which the Parties are eligible and to serve as fiscal agent for the funds; and

WHEREAS, CITY has requested and COUNTY has agreed to serve as the applicant and fiscal agent for those funds; and

WHEREAS, each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that Party; and

WHEREAS, 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;

NOW THEREFORE, the Parties agree as follows:

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 2006 JAG award for which the Parties are eligible.

ARTICLE II
TERM

2.01 This Agreement shall become effective upon its execution by all Parties and, except as otherwise provided herein, shall expire when all obligations of the Parties under this Agreement have been performed.

ARTICLE III
APPLICATION FOR FUNDS

3.01 COUNTY will apply for the 2006 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 2006 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 \$255,537 of the 2006 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. In the event CITY wishes to reprogram funds allocated for a project identified in Exhibit A, it shall submit the proposed change to COUNTY's Auditor for approval prior to expending funds on the change. The Auditor's review of the proposed change shall be completed within 10 days of receipt. In the event the Auditor does 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 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 \$383,306 of the 2006 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. In the event 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

5.02 Each Party warrants and represents that the expenditure of its allocation under the JAG Program for grant year 2006 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 2006 JAG funds and all records that quantify or identify the performance of resources, activities, services or positions funded by the 2006 JAG funds until three years after all of those funds have been expended.

6.02 Upon giving reasonable notice, COUNTY's Auditor or his 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 By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, 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

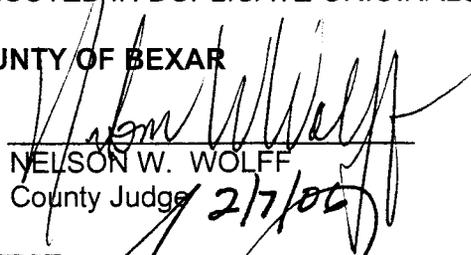
WITH COPIES TO: David Smith
Executive Director
Planning and Resource Management Department
410 S. Main, Suite 208
San Antonio, Texas 78204

AND Tommy Tompkins
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 such change.

EXECUTED IN DUPLICATE ORIGINALS ON THIS _____ DAY OF _____, 2006.

COUNTY OF BEXAR

BY: 
NELSON W. WOLFF
County Judge 2/7/06

ATTEST:

BY: 
GERRY C. RICKHOFF
County Clerk

CITY OF SAN ANTONIO

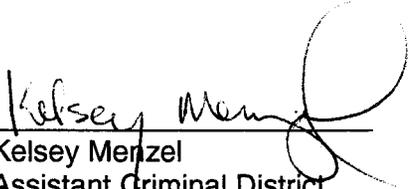
BY: _____
SHERYL SCULLEY
City Manager

ATTEST:

By: _____
LETICIA M. VACEK
City Clerk

**APPROVED AS TO
LEGAL FORM:**

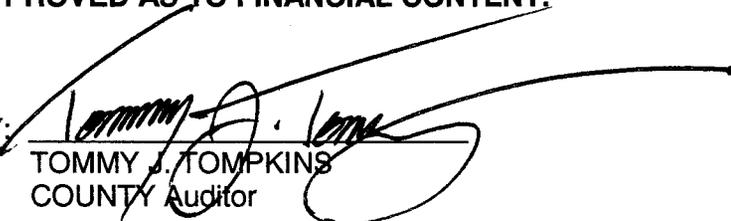
SUSAN D. REED
District Attorney
Bexar COUNTY, Texas

BY: 
Kelsey Merzel
Assistant Criminal District
Attorney - Civil Section

APPROVED:

BY: _____
MICHAEL BERNARD
City Attorney

APPROVED AS TO FINANCIAL CONTENT:

BY: 
TOMMY J. TOMPKINS
COUNTY Auditor

BY: 
DAVID SMITH
Budget Officer and Executive Director
Planning and Resource Management
ame 21106

Exhibit "A"

- I. Budget for the Program
- II. Program Summary

2006 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
Program Budget Summary

DESCRIPTION	BASE SALARIES	FRINGE BENEFITS	TRAVEL/ TRAINING	OPERATIONAL COSTS	OTHER COSTS*	TOTAL EXPENSE	
ADMINISTRATIVE COSTS						\$ 19,165.25	3.00%
DISTRICT ATTORNEY	\$ 124,254	\$ 43,580	\$ 1,250	\$ 4,291.12	\$ -	\$ 173,375.12	27.14%
COMMUNITY PROGRAMS	\$ 51,384	\$ 29,135.88	\$ 1,000	\$ 720	\$ -	\$ 82,239.88	12.87%
BEXAR COUNTY SHERIFF	\$ 104,576.25	\$ -	\$ 1,000	\$ 2,950	\$ -	\$ 108,526.25	16.99%
SAN ANTONIO POLICE DEPARTMENT	\$ 134,987	\$ 120,550	\$ -	\$ -	\$ -	\$ 255,537.00	40.00%
	\$ 415,201	\$ 193,266	\$ 3,250	\$ 7,961	\$ -	\$ 638,843.50	100%
					Bexar County	\$ 383,306.50	60.00%
					COSA	\$ 255,537.00	40.00%

JAG AWARD	\$638,843
SAPD (40%)	\$255,537.00
BC (60%)	\$383,306.00

2006 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
Detailed Budget for Operational Costs

DESCRIPTION	COST	QTY.	TOTAL
DA ADVOCATES (1)			
Supplies	\$ 349.00	1	\$ 349.00
			\$ -
			\$ -
			\$ -
subtotal			\$ 349.00
DA INVESTIGATORS (3)			
Supplies	\$ 350.00	3	\$ 1,050.00
			\$ -
			\$ -
			\$ -
Cell Phone	\$ 664.00	3	\$ 1,992.00
			\$ -
Radio monthly charge	\$ 25.00	36	\$ 900.00
			\$ -
subtotal			\$ 3,942.00
FORENSIC INTERVIEWERS (2)			
			\$ -
			\$ -
			\$ -
Supplies	\$360.00	2	\$ 720.00
subtotal			\$ 720.00



2005 Justice Assistance Grant (JAG) Program
Project Request Summary

Project title: Child Welfare Strategic Alliance

Total costs to support and implement project – Attach detailed budget: \$ 638,843.00

Project start date: October 1, 2006

End date (not more than 48 months later):

Sponsoring County office/department: Planning-Community Programs/District Attorney/Sheriff/San Antonio Police Department

Contact: Nancy S. Taguacta; Kaye Whitcomb
 Chief Ruben Garcia; SAPD

Telephone: 335-6598 **E-mail:** ntaguacta@bexar.org

Priority number of project, if making multiple requests: 1 of 1

JAG purpose area of the proposed project (check all that are applicable):

- Law Enforcement Prosecution and Court Prevention and Education
- Corrections and Community Corrections Drug Treatment
- Planning, Evaluation and Technology Improvement

Note: JAG program funds must be used to supplement existing funds for project activities and cannot replace or supplant non-federal funds that have been appropriated for the same purpose.

1. Summarize the project and indicate geographic area(s) of proposed activities and Congressional districts that would be affected by this project:

The primary purpose of the Child Welfare Strategic Alliance is to expand the existing efforts of law enforcement, child protective services, prosecutors, medical professionals and non-profit organizations to improve investigations, treatment, management and prosecution of child abuse cases. The unifying philosophy of the alliance is that child abuse is a multifaceted community problem that requires a multidisciplinary response. (See attached flowchart.)

The proposed service area is San Antonio/Bexar County. The Congressional districts for the San Antonio/Bexar County area include: 20, 21,23 and 28.

2. Describe the project's involvement with the City of San Antonio, if any:

Below is the narrative provided by SAPD:

The mission of the San Antonio Police Department's Sex Crimes/Family Violence Unit is to provide objective, impartial, and professional investigative services to the community through teamwork and networking with other law enforcement agencies, and other community and social agencies. The function of the Police Department to that end is the successful arrest and subsequent assistance in the prosecution of offenders of those crimes that are brought to its attention.

While tasked with the investigation of over 28 different offenses, the Sex Crimes/Family Violence Unit has a large portion of its caseload involving children as victims. The caseload of the Unit has been steadily increasing every year. To that end, the Department's participation in the proposed JAG grant with the agreed upon monies and other benefits, is to subsidize, and compliment our current system in an effort to enhance already solidified relations with Child Protective Services, the Alamo Children's Advocacy



**2005 Justice Assistance Grant (JAG) Program
Project Request Summary**

Center, Santa Rosa Hospital, Bexar County Sheriff's Office and the District Attorney's Office, while providing excellence in law enforcement services to the community. In addition, it will enable us to determine whether this method of investigation will better enhance the law enforcement investigation while assisting Child Protective Services. This addition to the Department's personnel will lower current caseloads of the currently assigned detective investigators and will allow for the participation in this pilot program without stripping current resources of the Department. The unique aspect of law enforcement investigations with all of the applicable laws and requirements necessitates that detective investigators assigned to this proposed program, have a supervisor available to them to assist and advise them in their investigative efforts. Since investigations are all unique, the supervisor must be onsite with their detective investigators.

3. Describe the need for this project, including the crime problem(s), issue(s) and target audience to be focused upon:

In 2004, for Bexar County the Texas Department of Family and Protective Services received 16,227 initial intakes alleging abuse and neglect. Out of those initial intakes, 14,525 cases (89.5%) were assigned to Investigation and of that number 2,010 (13.9%) were confirmed cases for abuse and neglect. In addition there were 11 child fatalities that were a result of abuse and or neglect.

As a comparison below are the TDFPS numbers for the last three years:

Year	Initial Intake	Assigned to Investigation	Completed Investigation	Confirmed cases for abuse and/or neglect
2002	14,271	11,329	8,907	2,077
2003	14,465	12,440	10,346	2,262
2004	16,227	14,525	8,867	*2,010

While each year we have seen an increase in initial intakes, an increase in cases assigned to CPS for investigation and an increase in confirmed cases, there seems to be a slight decrease in the cases confirmed for 2004. And while for 2002 and 2003 the state's average "completed Investigation" rate was 80.89%, that percentage dropped significantly to 61%. We estimate that the significant drop in the number of completed investigations was due to large turnover in their investigative units.

In terms of law enforcement, the Bexar County Sheriff's Department reported the following numbers for "Crimes Against Children:

Type of Case	2002	2003	2004
Child Abuse	2	15	19
Injury to a child	41	43	45
Indecency with a child	46	39	68
Sexual assault to child	39	32	112
Aggravated Sexual Assault to child	51	46	48
Aggravated Kidnapping	1	0	2
Child Endangerment	5	1	5
Total	185	176	299

It should also be noted that in adding the San Antonio Police Department to the project we expect to have a greater number of coordinated investigations due the fact that the SAPD responds to a greater number of crimes against children within the city limits of San Antonio.

Prosecutors assigned to the Family Justice and Victim Protection Division of the District Attorneys Office are responsible for all aspects of a criminal case, from intake to Grand Jury presentation to prosecution.



2005 Justice Assistance Grant (JAG) Program
Project Request Summary

Additionally, they are responsible for all pre-trial hearings associated with a case as well as sentencing hearings and revocation hearings.

There are currently 805 pending indicted cases in the nine District Courts that are related to abuse and or neglect. This figure does not include the number of cases in the intake stage, either with the prosecutor or the investigator, nor the number of cases awaiting presentation to the Grand Jury

In an effort to combat child abuse in Bexar County, a coordinated team approach, including the prosecutor, the investigator and the victim advocate, is critical. The prosecution of these cases is complex, involving numerous witnesses. Law enforcement, lay witnesses, hospital personnel, the Medical Examiner's Office, Child Protective Services and therapists are often involved. Currently, one prosecutor is assigned to each of the nine District Courts and only 4 victim advocates for all of the nine District Courts. Whether physical or sexual in nature, abuse cases involving child witnesses who are going to testify, require extraordinary preparation. Victim advocates are often present with the prosecutor for the interviews and present in the court room when the child testifies. Because they are an integral part of the prosecution of child abuse cases, there should be one victim advocate per court.

Three investigators are also needed. At present there are eight investigators, each assigned to one district court, with the exception of one who has the responsibility for two courts. In addition to being responsible for the investigation of all the cases assigned to their respective court, they also have the responsibility of locating fugitives (currently there are 391) and investigating the child sexual abuse and serious physical abuse cases filed at the Alamo Children's Advocacy Center. The current cadre of investigators also assist prosecutors with any investigative needs for the over 2000 misdemeanor cases in County Court at Law No. 7. One more investigator for a court assignment and two additional investigators assigned to the cases at the Alamo Children's Advocacy Center would allow for more thorough and accurate investigative work which is imperative to the successful prosecution of child abuse cases.

4. If funded, describe project benefits and proposed effect on the local administration of justice:

The benefits of the Strategic Alliance include:

- a. Minimizing the trauma children must face when they have been victimized by abuse, rather than visiting a police station, a CPS office or other setting designed for adults to describe their nightmare, children may come to a child friendly center;
- b. The child has to tell the story one time. At the center a trained forensic interviewer talks to the child about the circumstances surrounding the abuse, putting them at ease, while still gathering sound investigative information. The purpose of the forensic interview is to assess the child's safety and attempt to determine whether a crime has been committed. This component places much emphasis on gaining legally defensible interviews with these children.
- c. Following the interview, the multidisciplinary team develops a coordinated plan for pursuing the investigation
- d. The inconsistency in the way case data is gathered by CPS staff, law enforcement, and the DA will be reduced with the use of a forensic interviewer that is trained to gather the necessary case information needed by all departments involved.
- e. Caseloads will be reduced due to increased collaboration between partners.
- f. This program will enhance the coordination of investigative efforts between the multidisciplinary team members while providing intensive, impartial investigative services to child victims of crime and their families.

5. If funded, indicate the project's impact on other Bexar County offices and departments and whether community organizations are to be involved in project activities:

The project may potentially impact the Adult and Juvenile Probation - CPS has reported many instances of dual enrollment with Juvenile Probation. For the cases processed through ACAC,



2005 Justice Assistance Grant (JAG) Program
Project Request Summary

Juvenile Probation staff will be invited to participate in meetings of the multidisciplinary team. The project may also affect the dependent and neglected children's docket.

Other Community Programs include:

- a. The Alamo Children's Advocacy Center
- b. Texas Department of Family and Protective Services
- c. Christus Santa Rosa Hospital
- d. Bexar County Child Welfare Board

6. Indicate project coordination efforts with other federal and non-federal justice funds, if any:

Family Justice Center Grant
 Safe and Bright Futures Planning Grant

7. Provide a budget narrative outlining the requested amount of JAG funds to support and implement the proposed project:

See attached

8. Indicate whether the proposed project is currently funded and if so, specify the amount and funding source:

The Justice Assistance Grant(JAG) currently funds positions relative to the Child Welfare Strategic Alliance concept this new JAG proposal represents an expansion of the project.

9. Identify future project operating/maintenance costs and describe the project sustainability plan after JAG funding, including impact on the County budget:

To the extent there is a demonstrative trend in successfully meeting the performance indicators within the grant, the request would be made to pick up the personnel positions through next years Bexar County General Fund Budget.

10. Indicate key performance indicators of the proposed project (note: information anticipated to be quarterly reported to grantor, the U.S. Department of Justice):

	Proposed
Workload:	
1. Number of severe physical and sexual abuse cases received by Child Welfare Strategic Alliance Team for coordinated investigation	600
2. Number of Interviews Conducted by Forensic Interviewer	600
Efficiency:	
1. % of sever physical and sexual abuse case families contacted by the D.A Prosecutor and Victim Advocate	60%
2.	
Effectiveness/Outcome:	
1. % of Severe physical and sexual abuse criminal cases accepted for prosecution	48%
2.	

Notes to performance indicators

CHILD WELFARE STRATEGIC ALLIANCE (CWSA)
FLOWCHART OF INVESTIGATION, INTERVIEW AND STAFFING PROCESS

