



**CITY OF GRAND PRAIRIE**  
**PUBLIC SAFETY, HEALTH, AND ENVIRONMENT**  
**COMMITTEE**  
CITY HALL, CITY COUNCIL CHAMBERS, 300 W. MAIN STREET  
MONDAY, APRIL 12, 2021 AT 4:00 PM

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## **AGENDA**

*The meeting will be held at City Hall Council Chambers, 300 W. Main St, Grand Prairie, Texas. Some or all of the committee members may participate remotely via video conference.*

### **CALL TO ORDER**

### **AGENDA ITEMS**

1. March 1, 2021 Public Safety, Health and Environment Meeting Minutes
2. Review and approve changes to the EMS subscription program fee
3. Resolution authorizing the City Manager to enter into a Master Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the City of Fort Worth, City of Irving, City of Frisco, City of Hurst, and City of Haltom City for the participation in the Dallas / Fort Worth First Responders Critical Incident Stress Management (CISM) Network
4. Discussion on Resolution supporting the one-year continuation of the Police Department's Victim Assistance Program grant in the amount of \$176,752
5. Discussion of Metal Recycling Entities

### **CITIZEN COMMENTS**

*Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card.*

### **EXECUTIVE SESSION**

*The Public Safety, Health, and Environment Committee may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:*

- (1) Section 551.071 "Consultation with Attorney"
- (2) Section 551.072 "Deliberation Regarding Real Property"
- (3) Section 551.074 "Personnel Matters"
- (4) Section 551.087 "Deliberations Regarding Economic Development Negotiations."

**ADJOURNMENT**

*The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972 237 8035 or email Gloria Colvin (gcolvin@gptx.org) at least three (3) business days prior to the scheduled meeting to request an accommodation.*

*Certification*

*In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Public Safety, Health, and Environment Committee agenda was prepared and posted April 9, 2021.*



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*Gloria Colvin, Deputy City Secretary*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 04/05/2021

**REQUESTER:** Lana Yancey

**PRESENTER:** Jeff Copeland, Chairman

**TITLE:** March 1, 2021 Public Safety, Health and Environment Meeting Minutes

**RECOMMENDED ACTION:** Approve

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**ANALYSIS:**

Minutes Attached.

# Grand Prairie

TEXAS

## PUBLIC SAFETY, HEALTH AND ENVIRONMENT COMMITTEE

### MINUTES

March 1, 2021

The Public Safety, Health and Environment Committee meeting was called to order by Chairman Jeff Copeland at 4:00 p.m. on March 1, 2021 at Grand Prairie City Hall, Council Chambers; 300 W. Main St., Grand Prairie, Texas.

#### **Attendees:**

Committee Members John Lopez (few minutes late) and Cole Humphreys and Chairman Jeff Copeland were present. Staff members present: Deputy City Manager Steve Dye, Assistant City Attorney Tiffany Bull, Assistant Chief of Police Ronnie Morris, Fire Chief Robert Fite, Emergency Management Coordinator Chase Wheeler, Deputy Chief of Police Brad Leonard, Mental Health Coordinator Courtney Runnels, City Manager Assistant Andrew Fortune and Recording Secretary Lana Yancey.

#### **Consider Minutes of February 1, 2021**

Chairman Cole Humphreys motioned to approve the minutes as presented, Chairman Copeland was in favor. Minutes passed as presented.

#### **Metal Recycling Briefing**

Deputy Chief Brad Leonard briefed the committee on part of this item explaining that Grand Prairie has three metal recycling locations where stolen catalytic converters are being brought. The Grand Prairie Police Department has had a significant rise in stolen catalytic converters, to include at least 260 stolen in 2020 and in 2021 we have already had 66 stolen. Thieves use a hack saw or a Sawzall and can quickly remove many catalytic converters in a short period of time. Our metal recycling locations bring many people from outside of Grand Prairie to sell these stolen items. To further restrict state regulations, we are putting in place a new city ordinance to gain more information on those that are bringing in stolen items. Chairman Copeland asked if the Police Department is investigating these thefts and asked if the metal recyclers are following the rules. Chief Leonard advised that our Auto Theft Detectives are investigating these thefts, but we can't investigate crimes that are going on in other cities. We also do believe that the metal recyclers are following rules. Assistant Chief Ronnie Morris explained that this is a bulk business so in order to make money they are bringing five to ten catalytic converters a week. We believe that this ordinance will be a deterrent to thieves bringing these to our metal recycling locations, therefore keeping criminals out of our city. Assistant City Attorney Tiffany Bull explained state regulations are already strict when it comes to what information they take down from anyone that brings in regulated items to metal recycling locations. People can get around \$50 - \$100 per catalytic converter because of the three precious metals in it, two of which are significantly higher than the price of gold right now. The new ordinance will only allow Auto Repair Businesses with a Certificate of Occupancy (CO) to recycle catalytic converters and it will also require metal recycling employees to take photos of the customers vehicle (front, side and rear), photo of the VIN of their car, thumb prints and require all sales be done in person. There is also a 72-hour hold put on all catalytic converters before metal recyclers can receive funds for them. They are required to take a picture of any identifying

numbers or damage on any regulated items, which include catalytic converters. Nationwide there has been a rise in thefts of catalytic converters due to the high unemployment rate and the amount of cash one can get because of the precious metals in these items. This ordinance will prohibit metal recyclers from buying a catalytic from a private individual. Mr. Steve Dye advised that this new ordinance will not harm any legit auto repair business, it will only harm the thieves. This ordinance will also have a ripple effect to surrounding cities and may reduce the theft of catalytic converters. Chairman Copeland doesn't want to get into the Police Departments business but suggested undercover operations because he wants to get the thumb prints and information of the thieves so that we know who these people are. Mr. Steve Dye explained that a corporate company contacted GPPD about a large loss and asked what we could do to help eliminate the theft of catalytic converters. Grand Prairie Police Department is often looked upon as a leader and is always innovative in coming up with new ways to catch the bad guys. Chairman Copeland asked when this ordinance is going to Council. Ms. Bull advised that there must be a 30-day notice of a public hearing to prohibit the sell regulated material, so the earliest this ordinance can go to Council is in April. Chief Morris advised in the next month we can do undercover operations to identify those who are bringing in stolen catalytic converters to Grand Prairie Metal Recyclers. Auto Business Repairmen are the only legitimate people that should be bringing these items in, so these customers will have to bring their CO with them. Committee Member Lopez asked how do we know the CO is validated and are we accepting them from other cities. Ms. Bull advised it is any CO and the paperwork must be maintained every two years, otherwise it is a misdemeanor under state law to present a fraudulent CO. Auto Business Repairmen should be aware of how to store and keep a CO and anytime we have a new ordinance they are notified by the city. Public Safety, Health and Environment Committee is in favor of this ordinance and Mr. Dye suggested to come back to this committee before we get resolution from Council on April 6th to make sure that everything is agreeable.

**A resolution ratifying support of a Justice Assistance Grant (JAG) application to the Office of Governor, Public Safety Office, Criminal Justice Division for \$86,000 in total funding for the purpose of funding a Crisis Support Specialist position's annual salary and fringe benefits**

Crisis Support Supervisor Courtney Runnels briefed the committee on this item. She explained that the Police Department has me and one Crisis Support Specialist in which we are paired up with a Crisis Support Officer each. This grant will allow us to hire an additional Crisis Support Specialist to include medical benefits. We do about 700 emergency detentions per year, which means we bring them to a mental health facility when we feel they are a danger to themselves or others. We are seeing an increase in mental health calls that do not result in hospitalization. The new team of a Crisis Support Specialist and a Mental Health Officer will work during evening hours and we should know if we are approved for this grant by this summer. The purpose of this unit is to follow up with mental health patients and to also tackle the homeless population. We also respond to calls for service at all hours. Chairman Copeland thinks this is a wonderful addition to our COPE program. Ms. Runnels advised that we have about 10 people that have signed up for the COPE program, but we are working to get more people on board. Chairman Copeland is planning to educate on the COPE program to charities and the previous Mayor of Irving, Beth Van Duyne who is now a member of the House of Representatives to get support for this program. Chairman Copeland thinks this is a bipartisan program that satisfies the "defund the police" people and really anyone. He is planning to speak with Mrs. Runnels to get more details about this program and other things that we are doing to support our mentally ill population. Mrs. Runnels explained the Crisis Support Specialist will be required to have a master's degree, and regarding the Police Officer that is paired up with the new specialist, we have multiple Officers that are qualified. Regarding JAG grants they rate each city and then decide how much money they give out so we don't know how much if any funding we will receive. Assistant Chief Morris explained they also look at how our department could handle hiring another crisis specialist. Mr. Dye explained that the police departments two victim assistance positions are grant funded and Mr. Hart and I decided years ago that if we don't receive grant funding we will find money in the general budget to keep these positions because they are instrumental to helping our department. Mr. Dye thinks that it will likely be the same with the crisis support specialist position. Committee members were in favor of this with no further discussion.

**Community Assistance Update**

Andrew Fortune briefed the committee on this item. Grand Prairie United Charities distributed a little over \$80,000 of the new funding and we have approximately \$282,000 left to help people with rent payments. We have had about 12-13 applicants as of now, but we are still getting the word out about this assistance. By the end of March, we may see an increase in applicants, depending on the Federal level. During the winter storm, Grand Prairie Police Department sent a few people our way that we were able to pay some utilities and rent for. We continue to deconflict daily with both counties so that we don't have people double dipping. We have been able to distribute over 32,448 boxes of food at a few different food distributions within the city, and a special thanks to the help of the police department at those events. Will have another update next month. Nothing further.

**Weather/Storm Update**

Fire Chief Robert Fite briefed the committee on this item. He started off with stating that his mother in law was able to receive emergency assistance from Grand Prairie United Charities to help with rent to get her by. We were very appreciative of that. In regard to the winter storm update, we are in the process of creating an after-action report and will distribute to all department heads and Council. During the Winter Storm Emergency Management activated an Emergency Operations Center (EOC) on the 2<sup>nd</sup> floor of the Public Safety Building. The primary EOC is located at the CVE but has been in use by police and fire communications for months now due to COVID, so we had to improvise. In the long run we are going to brainstorm where we could make a permanent EOC to maybe share with neighboring cities. The EOC's are not as expensive as you would think, it just needs to be weatherized to withstand extremely high winds. I want to talk about ATMOS, because this all started on Friday before the storm when the fire department started receiving calls from sprinkler companies asking to shut off sprinkler systems to small businesses. The state requires sprinkler system companies to get permission from the fire marshal in order to turn off this service, which includes turning off gas. After the EOC is setup and running on Friday, Sunday evening Emergency Management receives a request from ATMOS to have an emergency zoom meeting and by the end of that call the gas was shut off to the Peninsula neighborhood in Grand Prairie. What prompted the warming station at Ruthe Jackson Center was when the fire department ran a call on a hypothermic female in which it was 22 degrees in her trailer. It took only 2 hours to get the warming station setup and running in which water, snacks and coffee were provided. The sewage at the lift station was 2 feet away from overflowing in which we were trying to figure out where the runoff would go and it was probably going to be the lake. We had a third of our city signals out, but fortunately there weren't many people on the road. Oxford Memory Care had to be evacuated and we tried to use DART, but they would not help since we aren't a member city. ATMOS was able to give Oxford Memory Care some gas from a truck so we didn't have to evacuate them. The Estates at Grand Prairie were going to have to be evacuated as well because of flooding in the building due to frozen pipes, but we were able to get that shut off. There were multiple city facilities damaged due to frozen pipes, we were attempting to get fire wood to citizens who needed it, both hospitals in Arlington closed because they lost water, the city of Arlington called us for emergency relief for fire help because they had no water, but since we do not have tanker trucks we could not help. Those were just the big challenges; I know that City Council members and Officials were contacted by various means due to citizens losing electricity and other utilities. Chief Fite shared a map of Sunday afternoon from ATMOS showing the center of Mira Lagos Neighborhood being the low and problem spot for ATMOS. Their strategic decision was to shut the gas off to three valves in that area, so the entire peninsula lost gas, including Fire Station 10 and ATMOS has no answers of why. Mr. Steve Dye advised that he was on the phone with ATMOS everyday asking for answers as to why they turned the gas off to that entire area. ATMOS did say that it was turned off so that the pressure to other residents in other areas would stay up. Someone from the corporate office has been requested to attend the next City Council Meeting. We worked with Stacy McGrath, the liaison with the Mira Lagos HOA so the communication was there. Chief Fite will be presenting this and more details on these issues at the next City Council

Meeting (tomorrow night). Chairman Copeland asked if we had any damage to Fire Apparatus. Chief Fite explained thankfully no, we have four-wheel drive on all our apparatus. Mr. Steve Dye explained that we have changed protocols a little so that anytime we have a critical or significant incident we will have an after-action analysis with all directors to go over what went well and what we can do better in the future. The communication between emergency management and directors went great and how we all responded to each other and got things done. Committee Member Lopez asked about communication with Buddy at Oncor. Mr. Steve Dye said that Buddy was very responsive as always but Oncor and ATMOS did a bad job at communicating with residents and communicating the facts on what is going on.

**Meeting adjourned at 5:04 p.m.**

**Executive Session**

There was no executive session.

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Jeff Copeland, Chairman



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 04/12/2021

**REQUESTER:** Robert Fite

**PRESENTER:** Robert Fite, Fire Chief

**TITLE:** Review and approve changes to the EMS subscription program fee

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The EMS Subscription program has been in existence since we assumed EMS Transport in 2000. Under Federal guidelines (OIG opinion attached), an EMS Subscription program must be profitable if any agency chooses to adopt a plan. Currently, our program is not profitable and a rate adjustment needs to be made to the annual subscription fee. The last fee adjustment was in 2016 when the program went from \$60 to \$75. The fire department is recommending adjusting the rate to \$100 annually (\$75 current) to meet OIG guidelines. One other option is to cancel the fee, as we are one of very few agencies in the state who still have this adopted.

This item will go to F/G and CC on 5-4-21.

**FINANCIAL CONSIDERATION:**

Total households enrolled: 855

FY-19 Payments \$65,625 income and \$69,954 write offs.

FY-20 Payments \$64,125 income and \$72,964 write offs

At \$100 per household the income will be \$85,500 and should last 3-5 years before the next increase.







*[We redact certain identifying information and certain potentially privileged, confidential, or proprietary information associated with the individual or entity, unless otherwise approved by the requestor.]*

**Issued:** May 21, 2003

**Posted:** May 28, 2003

[name and address redacted]

Re: OIG Advisory Opinion No. 03-11

Dear [name redacted]:

We are writing in response to your request for an advisory opinion concerning an ambulance company's collection of a fixed annual subscription fee in lieu of Medicare Part B cost-sharing amounts from its members (the "Arrangement"). Specifically, you have asked whether the Arrangement would constitute grounds for the imposition of sanctions under the exclusion authority at section 1128(b)(7) of the Social Security Act (the "Act") or the civil monetary penalty provision at section 1128A(a)(7) of the Act, as those sections relate to the commission of acts described in section 1128B(b) of the Act, or under the civil monetary penalties provision for illegal remuneration to beneficiaries at section 1128A(a)(5) of the Act.

You have certified that all of the information provided in your request, including all supplementary letters, is true and correct and constitutes a complete description of the relevant facts and agreements among the parties.

In issuing this opinion, we have relied solely on the facts and information presented to us. We have not undertaken an independent investigation of such information. This opinion is limited to the facts presented. If material facts have not been disclosed or have been misrepresented, this opinion is without force and effect.

Based on the facts certified in your request for an advisory opinion and supplemental submissions, we conclude that the Arrangement could potentially generate prohibited remuneration under the anti-kickback statute if the requisite intent to induce or reward referrals were present, but that the Office of Inspector General (“OIG”) would not impose administrative sanctions on [name redacted] under section 1128A(a)(5) of the Act or under section 1128(b)(7) or 1128A(a)(7) of the Act (as those sections relate to the commission of acts described in section 1128B(b) of the Act) in connection with the Arrangement. This opinion is limited to the Arrangement and, therefore, we express no opinion about any other agreements or any other arrangements disclosed or referenced in your request letter or supplemental submissions.

This opinion may not be relied on by any persons other than [name redacted] (the “Requestor”), the requestor of this opinion, and is further qualified as set out in Part IV below and in 42 C.F.R. Part 1008.

## **I. FACTUAL BACKGROUND**

The Requestor is a nonprofit corporation that provides emergency ambulance services. The Requestor has operated since 1963 on a subscription basis and has two classes of subscribers: individuals who pay an annual \$20 subscription fee and businesses that pay annual subscription fees proportionate to their size (\$30 for those with fewer than 12 employees; \$50 for those with 12 or more employees).

The Requestor does not collect Medicare Part B cost-sharing amounts from its subscribers (other than supplemental insurance coverage of the subscriber’s obligations), but does collect such balances from non-subscribers through its contracted billing agent.

The Requestor has certified that the subscription revenues collected from its subscribers currently exceed, in the aggregate, the cost-sharing amounts waived for all subscribers, and that the subscription revenues collected from all subscribing Medicare Part B beneficiaries currently exceed, in the aggregate, the cost-sharing amounts waived for the subscribing Part B beneficiaries.

## **II. LAW**

The anti-kickback statute makes it a criminal offense knowingly and willfully to offer, pay, solicit, or receive any remuneration to induce or reward referrals of items or services reimbursable by federal health care programs. See section 1128B(b) of the Act. Where remuneration is paid purposefully to induce or reward referrals of items or services

payable by a federal health care program, the anti-kickback statute is violated. By its terms, the statute ascribes criminal liability to parties on both sides of an impermissible “kickback” transaction. For purposes of the anti-kickback statute, “remuneration” includes the transfer of anything of value, in cash or in kind, directly or indirectly, covertly or overtly.

The statute has been interpreted to cover any arrangement where one purpose of the remuneration was to obtain money for the referral of services or to induce further referrals. United States v. Kats, 871 F.2d 105 (9th Cir. 1989); United States v. Greber, 760 F.2d 68 (3d Cir.), cert. denied, 474 U.S. 988 (1985). Violation of the statute constitutes a felony punishable by a maximum fine of \$25,000, imprisonment up to five years, or both. Conviction will also lead to automatic exclusion from federal health care programs, including Medicare and Medicaid. Where a party commits an act described in section 1128B(b) of the Act, the OIG may initiate administrative proceedings to impose civil monetary penalties on such party under section 1128A(a)(7) of the Act. The OIG may also initiate administrative proceedings to exclude such party from the federal health care programs under section 1128(b)(7) of the Act.

### III. LEGAL ANALYSIS

The Arrangement may implicate the anti-kickback statute to the extent that it might be construed as a routine waiver of Medicare Part B cost-sharing amounts. In evaluating the risk, the threshold concern is whether, in the aggregate, (i) the subscription fees collected from subscribers reasonably approximate the amounts that the subscribers would expect to spend for cost-sharing amounts over the period covered by the subscription agreement, *or* (ii) the amounts collected from subscribing Medicare Part B beneficiaries reasonably approximate the amounts that the subscribing Medicare Part B beneficiaries would expect to spend for cost-sharing amounts. If the subscription amounts are not actuarially or historically reasonable in comparison to the uncollected cost-sharing amounts under one of the two alternatives noted above, then we would view the subscription plan as a potentially illegal practice to disguise the routine waiver of Medicare Part B cost-sharing amounts.

In this case, the subscription amounts collected by the Requestor from participating Medicare beneficiaries in the aggregate exceed the amounts that the Medicare Part B beneficiaries would be expected to spend for Medicare Part B cost-sharing over the period covered by the subscription agreement. Accordingly, we would not subject the Arrangement to administrative sanctions under the anti-kickback statute or section 1128A(a)(5) of the Act.

#### IV. CONCLUSION

Based on the facts certified in your request for an advisory opinion and supplemental submissions, we conclude that the Arrangement could potentially generate prohibited remuneration under the anti-kickback statute if the requisite intent to induce or reward referrals were present, but that the OIG would not impose administrative sanctions on [name redacted] under section 1128A(a)(5) of the Act or under sections 1128(b)(7) or 1128A(a)(7) of the Act (as those sections relate to the commission of acts described in section 1128B(b) of the Act) in connection with the Arrangement. This opinion is limited to the Arrangement and, therefore, we express no opinion about any other agreements or any other arrangements disclosed or referenced in your request letter or supplemental submissions.

#### V. LIMITATIONS

The limitations applicable to this opinion include the following:

- This advisory opinion is issued only to [name redacted], the requestor of this opinion. This advisory opinion has no application, and cannot be relied upon, by any other individual or entity.
- This advisory opinion may not be introduced into evidence in any matter involving an entity or individual that is not a requestor to this opinion.
- This advisory opinion is applicable only to the statutory provisions specifically noted above. No opinion is expressed or implied herein with respect to the application of any other federal, state, or local statute, rule, regulation, ordinance, or other law that may be applicable to the Arrangement, including, without limitation, the physician self-referral law, section 1877 of the Act.
- This advisory opinion will not bind or obligate any agency other than the U.S. Department of Health and Human Services.
- This advisory opinion is limited in scope to the specific arrangement described in this letter and has no applicability to other arrangements, even those which appear similar in nature or scope.

- No opinion is expressed herein regarding the liability of any party under the False Claims Act or other legal authorities for any improper billing, claims submission, cost reporting, or related conduct.

This opinion is also subject to any additional limitations set forth at 42 C.F.R. Part 1008. The OIG will not proceed against [name redacted] with respect to any action that is part of the Arrangement taken in good faith reliance upon this advisory opinion as long as all of the material facts have been fully, completely, and accurately presented, and the Arrangement in practice comports with the information provided. The OIG reserves the right to reconsider the questions and issues raised in this advisory opinion and, where the public interest requires, rescind, modify, or terminate this opinion. In the event that this advisory opinion is modified or terminated, the OIG will not proceed against [name redacted] with respect to any action taken in good faith reliance upon this advisory opinion, where all of the relevant facts were fully, completely, and accurately presented and where such action was promptly discontinued upon notification of the modification or termination of this advisory opinion. An advisory opinion may be rescinded only if the relevant and material facts have not been fully, completely, and accurately disclosed to the OIG.

Sincerely,

/s/

Lewis Morris  
Chief Counsel to the Inspector General



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 04/20/2021

**REQUESTER:** Fred Bates, Jr.

**PRESENTER:** Daniel Scesney, Chief of Police

**TITLE:** Resolution authorizing the City Manager to enter into a Master Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the City of Fort Worth, City of Irving, City of Frisco, City of Hurst, and City of Haltom City for the participation in the Dallas / Fort Worth First Responders Critical Incident Stress Management (CISM) Network

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

Research continues to reveal that persons prone to continued exposure to both acute and chronic stress are key factors in the incidences of physical and mental breakdown. The field of law enforcement has been proven to provide stress levels that are not common in other occupations at the same high levels or frequency.

Staff has recognized these issues and continues to provide support and services to help mitigate the effects of high levels of stress for both sworn and civilian members of the Department. Critical Incident Stress Management (CISM) is a comprehensive, phase- sensitive, integrated, and multi-component approach to crisis intervention designed to mitigate the harmful effects of acute stress. Most cities within the Dallas/Fort Worth Metroplex have established CISM programs unique to their perspective municipalities to provide assistance to their civilian and sworn staff. This Master MOU will allow agencies to work together within the North Texas region in cases of natural or human-caused disasters, including line-of-duty deaths, to provide a more effective response and effective impact.

The City of Fort Worth, through the Fort Worth Police Department (FWPD), will act as the lead agency and coordinator of the CISM Network created by the Master Agreement.

Vernon's Texas Statutes and Codes Annotated (VTCA), Local Government Code 791, The Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties.

The Public Safety, Health, and Environmental Committee reviewed this item on April 12, 2021, and recommended it be forwarded to Council for approval.

**FINANCIAL CONSIDERATION:**

None

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER MEMORANDUM OF UNDERSTANDING / INTERLOCAL AGREEMENT (MOU/ILA) WITH THE CITY OF FORT WORTH, CITY OF IRVING, CITY OF FRISCO, CITY OF HURST, AND CITY OF HALTOM CITY FOR THE PARTICIPATION IN THE DALLAS/FORT WORTH FIRST RESPONDERS CRITICAL INCIDENT STRESS MANAGEMENT (CISM) NETWORK**

**WHEREAS**, the Grand Prairie Police Department has been invited to collaboratively participate in the Dallas/Fort Worth First Responders Critical Incident Stress Management (CISM) Network; and

**WHEREAS**, the City of Grand Prairie, which is centrally located within the Dallas – Fort Worth Metropolitan (North Texas) area, wishes to participate in this Master Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the City of Fort Worth, City of Irving, City of Frisco, City of Hurst, and City of Haltom City as it relates to the Critical Incident Stress Management (CISM) Network; and

**WHEREAS**, the Vernon’s Texas Statutes and Codes Annotated, Government Code, 791, the Texas Interlocal Cooperation Act, provides for such an agreement between two or more local governmental agencies for the joint use of facilities and services for police protection and the promotion and protection of the health and welfare of the inhabitants of the State of Texas and the mutual benefit of both parties; and

**WHEREAS**, the City is not responsible for any cost associated with this mutual access and benefit.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:**

**SECTION 1:** The City Council of the City of Grand Prairie, Texas, does hereby authorize the City Manager to enter into a mutual Master Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the City of Fort Worth, City of Irving, City of Frisco, City of Hurst, and City of Haltom City as it relates to the Critical Incident Stress Management (CISM) Network.

**SECTION 2:** This resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20<sup>th</sup> DAY OF APRIL 2021.**



**MASTER MEMORANDUM OF UNDERSTANDING  
FOR PARTICIPATION IN THE DFW FIRST RESPONDERS CRITICAL INCIDENT  
STRESS MANAGEMENT NETWORK**

This Master Memorandum of Understanding (“Master Agreement”) is entered into by and between City of Grand Prairie, City of Irving, City of Frisco, City of Hurst and City of Haltom City, each a “Member Agency” or “party”, collectively referred to as the “parties.”

This Master Agreement supersedes and shall be controlling over all other agreements for the organization of Critical Incident Stress Management between any of the Member Agencies, and all other such agreements are specifically repealed in their entirety.

WHEREAS, Critical Incident Stress Management (CISM) is a comprehensive, phase sensitive, integrated, and multi-component approach to crisis intervention designed to mitigate the harmful effects of acute stress;

WHEREAS, most cities within the Dallas/Fort Worth Metroplex (DFW) have established CISM programs unique to their respective municipalities to provide assistance to their civilian and sworn staff;

WHEREAS, a formal, organized effort between these cities and other political subdivisions to ensure an appropriate response in the event of large-scale disasters or situations does not currently exist;

WHEREAS, cities within the Dallas/Fort Worth Metroplex may need to call upon other agencies or non-political subdivisions within the area to assist with large-scale disasters and line-of-duty deaths within their respective cities or departments since some disasters may overwhelm the capacities of any one CISM team; and

WHEREAS, the parties seek to create the DFW First Responders CISM Network (“CISM Network”) in order to allow agencies to work together within the North Texas region who are a party to this Master Agreement in cases of natural or human-caused disasters, including line-of-duty deaths, to provide a more effective response and productive impact.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the parties, acting herein by and through their duly authorized representatives, enter into this Master Agreement, which states as follows:

- 1. PURPOSE.** The purpose of this Master Agreement is to establish the CISM Network, provide CISM services to the other Member Agencies as the need arises, to enhance the working relationship between the parties, and to ensure that cooperation efforts between the parties are formally established, making it easier to provide assistance during major incidents, disasters, or other overwhelming events. A more detailed description of the purposes of this CISM Network is provided in the Scope of Services which is attached as Exhibit “A” to this Master Agreement.

- 2. LEAD AGENCY/COORDINATOR.** The City of Fort Worth through the Fort Worth Police Department (FWPD) will act as the lead agency and coordinator of the CISM Network created by this Master Agreement, and the officer designated as the FWPD Peer Support/CISM Coordinator (“Network Coordinator”) will be responsible for acting as the central repository for the list of participating Member Agencies (“Member Agency List”), the most current version of which is attached as Exhibit “B” to this Master Agreement and will be updated periodically as other agencies join the CISM Network.
- 3. MEMBERSHIP.**

  - 3.1 Membership in the CISM Network is established either through (1) the execution of this initial Master Agreement which establishes the CISM Network, or (2) the execution, and delivery to the Network Coordinator, of a separate Acknowledgment of Participation (AOP) in the event an agency would like to join the CISM Network in the future. An example AOP is attached as Exhibit “C” to this Master Agreement.
  - 3.2 This Master Agreement, or any subsequent AOP, must be authorized by the governing body of each potential Member Agency if that potential Member Agency is a municipal corporation, county government, or some other political subdivision chartered or established by the Constitution of the State of Texas. Any AOP will be attached and incorporated as an addendum to this Master Agreement.
  - 3.3 Once this Master Agreement or subsequent AOP is approved and executed, the Network Coordinator will place the respective Member Agencies on the Member Agency List. Each Member Agency will be responsible for appointing a “CISM Network Liaison” that will be responsible for communicating with the Network Coordinator. Once added to the Member Agency List, the agency will be considered a Member Agency of the CISM Network and subject to the terms of this Master Agreement. It is the responsibility of the agency requesting membership to ensure that the Network Coordinator received the AOP and added the agency to the Member Agency List of the CISM Network.
- 4. OTHER MEMBER AGENCIES.** Each Member Agency agrees and consents, through the execution of this Master Agreement or subsequent AOP, that it is bound by the same terms and conditions of this Master Agreement to each of the other participating Member Agencies as designated in Exhibit B. Each Member Agency also agrees and consents, through the execution of this Master Agreement or subsequent AOP, that it is bound by the same terms and conditions to all future Member Agencies that enter into this Master Agreement at any time in the future, the most current Member Agency List of which will be on file with the Network Coordinator at any given time.
- 5. CISM NETWORK FUNDING.** This Master Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. All obligations of and expenditures by each party are subject to their respective entity’s budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. Under no circumstance shall

any party be entitled to any payment or funding from another party connected to any participation or service provided pursuant to or in connection with this Master Agreement.

## **6. RESPONSIBILITIES.**

- a.** The parties agree, to the extent possible, to participate and further the goals of the CISM Network by fulfilling the duties and roles further described in the Scope of Services attached as Exhibit A.
- b.** Any request for assistance by one Member Agency to another under the terms of this Master Agreement does not obligate the requested Member Agency to respond. The availability of any officer or employee of a Member Agency to respond to a request for assistance by another Member Agency shall be determined by the member Agency responding to the request.
- c.** When requested by another Member Agency, any other party to this agreement may provide available members of its own CISM team to assist the requesting Member Agency with the critical incident stress management of the affected parties as necessary and when available. While engaged in such activities, employees of the responding party shall be under the direction and supervision of the requesting party's officer-in-charge of the scene however will not be required to violate any of the responding Member Agency's rules or regulations. If a member of a responding party is requested to perform a task that is in conflict with the responding party's internal policies, the responding party retains the right to advise the officer-in-charge that the task cannot be completed. If agreement cannot be reached on the issue, the responding party has the option of leaving the scene. Each party to this Master Agreement shall at all times be and remain legally responsible for the conduct of their respective employees regardless of whether such employees were performing duties under this Master Agreement at the request of the requesting party and regardless of whether such employees were acting under the authority, direction, suggestion, or orders of an officer of the requesting party. Each party hereby waives all claims against the other parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of performance under this Master Agreement.
- d.** While performing tasks under this agreement, employees of the responding party shall be vested with all police powers or authority of the requesting Member Agency.

**7. LEGAL COMPLIANCE.** In performing its duties under this Master Agreement, each party will comply with all applicable federal, state, and local laws, rules, and regulations.

**8. LIABILITY.** The party that regularly employs the officer or employee shall be responsible for all salary, disability and pension payments, injury or death benefits, workers compensation benefits, damages to equipment and clothing of the officer while he or she is involved in activities pursuant to this Master Agreement, the same as though the services had been

rendered within the limits of the jurisdiction wherein he or she is regularly employed, to the extent the party would otherwise be responsible for said benefits under the law. The requesting party shall have no obligation to reimburse the responding party for any such costs.

Each party waives all claims against the other parties for compensation for any loss, property damage, personal injury, or death occurring as a consequence of the performance of this Master Agreement. Neither party shall be reimbursed by the other for costs incurred pursuant to this Master Agreement.

- 9. LINE OF DUTY.** It is expressly understood that when an employee of the responding party is performing duties under the terms of this Master Agreement, that the person is considered to be acting in the line of duty for the purposes of 34 U.S.C.A., Section 10281; is considered to be in performance of duties within the provisions of Chapter 615, Texas Government Code and Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury or death, or loss which occurs while in the line of duty.
- 10. CONFIDENTIALITY.** The parties understand that City and Member Agencies are governmental entities for the purposes of the Texas Public Information Act (“Act”). Any documents provided to City or a Member Agency may be requested pursuant to the Act. Any documents provided by a party who contends that their records are excepted from disclosure under the Act or are confidential by law must be clearly marked as such on the first page of the document prior to the document being provided to City or a Member Agency. In the event that a party’s information is requested and it was previously marked as excepted or confidential, the City or Member Agency receiving the request will notify the particular party and the party will be responsible for submitting arguments to the Texas Attorney General against disclosure of the information. If any information exempt from disclosure under the Act is disclosed or its security is otherwise compromised, the disclosing party shall notify the other party as soon as possible and shall make all reasonable efforts to retrieve the information. Critical stress incident management services provided in this agreement will meet the term as defined in Chapter 784 of the Health and Safety Code and the Confidentiality provisions under 784.003 shall apply.
- 11. POINTS OF CONTACT.**  
The primary points of contact for both the Network Coordinator and other Member Agencies are included in Exhibit B, attached hereto.
- 12. SEVERABILITY.** If any provision of this Master Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 13. GOVERNING LAW AND VENUE.** This Master Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Master Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas, or the United States District Court for the

Northern District of Texas, Fort Worth Division.

- 14. ENTIRETY OF UNDERSTANDING.** This Master Agreement, along with Exhibits A, B, and C, constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement or other documents are hereby declared null and void to the extent they may conflict with any provision of this Master Agreement.
- 15. IMMUNITY.** Neither City nor any Member Agency waives its governmental immunity by entering into this Master Agreement and each shall fully retain all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this Master Agreement. **This Agreement is expressly made subject to Member Agency's governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice & Remedies Code and all applicable State and federal Laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that any Member Agency has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.**
- 16. INDEPENDENT CONTRACTOR.** The parties to this Master Agreement do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Each Team shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City or other Member Agencies. Likewise, City shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of any of the other Member Agencies. Neither party shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.
- 17. OTHER PROVISIONS.** Nothing in this Master Agreement is intended to conflict with any current laws or regulations or with the directives of the City of Fort Worth or the Member Agencies.
- 18. TERM.** This Master Agreement will become effective between the parties hereto on the day after it is fully executed and shall continue in effect for one year from the effective date. This Master Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term thereafter unless and until such time as the governing body of a party terminates its participation prior to the date of automatic renewal or as prescribed in Section 21 of this Master Agreement.
- 19. MODIFICATION AND AMENDMENT.** No amendment, modification, or alteration of the terms of this Master Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

- 20. NOTICES.** Notices required pursuant to the provisions of this Master Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed to the addresses as listed on the Member Agency List in Exhibit B of this Master Agreement.
- 21. TERMINATION.** A party to this Master Agreement may withdraw from it only after providing not less than ninety (90) days' written notice of the same to the Network Coordinator, who functions as the central repository of all agreements between Member Agencies. The Network Coordinator will be responsible for updating the Member Agency List if a Member Agency officially withdraws from the Master Agreement and will be further responsible for providing the updated Member Agency List to all other Member Agencies upon any changes or upon request.
- 22. SIGNATURE AUTHORITY.** The person signing this Master Agreement hereby warrants that he or she has the legal authority to execute this Master Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the contracting party. All other parties are fully entitled to rely on this warranty and representation in entering into this Master Agreement.

**CITY OF FORT WORTH:**

	Date Approved:
	Form 1295
	Certification No.:
	_____

<b>CITY OF FORT WORTH</b> Performing Party	<b>CONTRACT COMPLIANCE MANAGER:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.
By: _____ _____	
Name: Jesus J. Chapa Title: Deputy City Manager	
<b>APPROVAL RECOMMENDED</b> :	
By: _____ _____	By: _____ _____
Name: Neil Noakes Title: Chief of Police	Name: _____ Sasha Kane Title: Sr. Contract Compliance Specialist
<b>ATTEST:</b>	<b>APPROVED AS TO FORM AND LEGALITY:</b>
By: _____ _____	By: _____ _____
Name: Mary J. Kayser Title: City Secretary	Name: _____ Title: Assistant City Attorney
	<b>CONTRACT AUTHORIZATION:</b> M&C:

**CITY OF GRAND PRAIRIE:**

By: \_\_\_\_\_  
Daniel Scesney  
Chief of Police

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_



**CITY OF IRVING:**

By: \_\_\_\_\_  
Richard H. Stopfer  
Mayor

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_

**CITY OF FRISCO:**

By: \_\_\_\_\_  
Jason Jenkins  
Deputy Chief

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_

**CITY OF Hurst:**

By: \_\_\_\_\_  
Steve Niekamp  
Chief of Police

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**CITY OF HALTOM CITY:**

By: \_\_\_\_\_  
Rex Phelps  
City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Wayne Olson  
City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**



## DFW First Responders CISM Network

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### **Mission:**

The mission of the DFW First Responders CISM Network is to provide a network of Critical Incident Stress Management Teams exclusively of and for First Responders in North Central Texas. This network will share experienced and specially trained personnel to assist and support other teams in the network for the development and training of new teams, or when needed during major incidents, disasters or other overwhelming events affecting their respective agencies. In addition, teams within the network are encouraged to share resources and training that promotes the standardized training consistent with NIMS and Incident Command; as well as interagency cooperation and cohesion during any major response.

### **Vision Statement:**

The vision of the DFW First Responders CISM Network is to develop an association of existing CISM teams, CISM teams under development, and those agencies and/or individuals who wish to start a new team, to meet together to share experience and learn the necessary components of a functional team. This will be achieved by Member Agencies hosting meetings and specialized training sessions that focus on such topics as Team Development, CISM components, Disaster Preparedness, Line of Duty Deaths, Funeral Protocol, Grief Counseling, and Suicide Prevention. Such meetings will provide member teams and individuals a way to network, pool resources and experience so that all teams may share education, techniques and skills. Open communication between agencies, teams and individual teams is encouraged and expected, so that those in need are never denied resources or support when overwhelming events occur. Once established, the DFW First Responders CISM Network will have the ability to respond collectively, or in part, during any large scale incident or disaster in the North Texas area; so that the entire burden of a full and massive response will not fall on one agency alone. This Network will be operated by its members for mutual benefit, and will focus on training, professionalism, and mutual assistance; rather than being directly controlled by this entity. The DFW First Responders CISM Network is democratically controlled by the volunteers within its membership.

### **Scope:**

During a major incident, Member Agencies can call upon each other for assistance & guidance, consultation, manpower, equipment (command trailers or command posts) If each of the respective departments agree. Member Agencies are encouraged to share training sessions, invite members to observe scheduled disaster drills, etc. Member teams can call upon more experienced personnel in the Network to assist them in developing a new team, to better train an existing team, or for guidance in improving the team to a higher level.

In the case of an incident, the responding agency should respond in the following manner:

1. The responding agency will notify their appropriate chain-of-command concerning the incident and resources requested.
2. The responding agency will communicate with the requesting agency's CISM coordinator or designee. The responding agency will make an assessment of the requested response and either gather resources internally or externally with the assistance from other affiliated agencies.
3. The responding agency(s) will meet at the designated location(s) and deploy CISM trained members to those most affected by the incident.
  - a. The response may include:
    - i. One-on-one interventions for stress mitigation and triage
    - ii. Small Group and Large Group crisis interventions to include Crisis Management briefings, Rest Intervention Transitional Services, Defusings, Critical Incident Stress Debriefings, and follow-ups, as necessary.

This process will be constantly monitored by the Member Agency's CISM designee to determine the need for continued assistance by the responding agencies or if the need arises for additional resources.

### **Network Coordinator:**

The DFW First Responder CISM Network Coordinator will:

- Maintain a roster of teams and members.
- Will be responsible for coordinating the election of officers (some to regularly rotate):
  - President,
  - VP,
  - Secretary,
  - Consultant,
- Will designate one of the Teams lead member as a Training Coordinator.
- Will coordinate bi-annual meetings, one during the third week of January and the Third week of July of each year for standardized training and familiarization of resources available.
  - o Member Agencies will rotate in hosting these meetings provided that their facilities are capable of hosting the event and all other Member Agencies are invited.

**EXHIBIT B****MEMBER AGENCY LIST** (as of 03/05/2020)

City of Frisco  
 Frisco Police Department  
 7200 Stonebrook Parkway  
 Frisco, TX 75034  
 Point of Contact: Lieutenant Jason Ellis  
 972-292-6152 Office  
 214-796-3538 Cell

City of Grand Prairie  
 1525 Arkansas Lane,  
 Grand Prairie, TX 75052  
 Point of Contact: Steve Dye, Chief of Police/Deputy City Manager  
 Team Coordinator: Christy Martinez, Assistant Chief of Police      cmartinez@gptx.org  
 972-237-8828

City of Haltom City  
 5525 Broadway Ave,  
 Haltom City, TX 76117  
 Point of Contact: Rex Phelps, City Manager; Wayne Olson, City Attorney  
 Point of Contact- Jason Smith

City of Hurst  
 825-A Thousand Oaks Dr.  
 Hurst, Texas 76054  
 Chief Steve Niekamp  
 Point of Contact: Sgt. Mark Bruner #636 Office- 817-788-7177 Cell-325-660-5353  
 Email-mbruner@hursttx.gov

City of Irving  
 305 N. O'Connor Rd.,  
 Irving, TX 75061

**EXHIBIT C****SAMPLE ACKNOWLEDGMENT OF PARTICIPATION**

**Addendum No. \_\_\_\_**  
**ACKNOWLEDGMENT OF PARTICIPATION**

This Addendum No. \_\_\_\_ - Acknowledgment of Participation (AOP) is made as of this \_\_ day of \_\_\_\_\_, 20\_\_, under the terms and conditions established in the MASTER Memorandum of Understanding for \_\_\_\_\_ to participate as a Member Agency in the DFW First Responders Critical Incident Stress Management Network, the same being Fort Worth City Secretary Contract (CSC) No. \_\_\_\_\_ (the "Master Agreement" or "MSA".)

This Acknowledgment of Participation is made for the purposes of \_\_\_\_\_ becoming a Member Agency consistent with the terms defined in the Master MOU.

The Member Agency functions identified within the Scope of Services listed in the Master Agreement in its execution of this Search along with any other services listed in this Statement of Work.

\_\_\_\_\_ agrees that by signing this AOP, they are agreeing to all terms and conditions as set forth in the Master Agreement. Further, \_\_\_\_\_ has been authorized through their governing body to enter into this AOP and become a Member Agency under the terms and conditions in the Master Agreement. \_\_\_\_\_, upon execution of this AOP, will be listed on the Member Agency List as further described in the Master Agreement.

Upon execution, \_\_\_\_\_ is responsible to provide this executed AOP to the Network Coordinator to officially be added to the CISM Network.

ACCEPTED AND AGREED: <Entity Name>

<p>APPROVED:</p> <p>By: _____  Name: _____  Title: _____</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____  Name: _____  Title: City Secretary</p>	<p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____  Name: _____  Title: _____</p>
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Addendum No. \_\_\_\_  
of CSC \_\_\_\_ - MOU for CISM Network





**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 04/06/2021

**REQUESTER:** Fred Bates, Jr.

**PRESENTER:** Daniel Scesney, Chief of Police

**TITLE:** Discussion on Resolution supporting the one-year continuation of the Police Department's Victim Assistance Program grant in the amount of \$176,752

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The Police Department is interested in applying to the Criminal Justice Division (CJD) of the Governor's Office for a one-year continuation grant for the Victim Assistance Program, which consists of two full-time Crime Victim Services Coordinators. The department has participated in this grant since 1996.

The Crime Victim Services Coordinators continue to plan, coordinate, and administer the Victim Assistance Program by recruiting, training, and supervising volunteers and interns; providing personal advocacy for crime victims and their families; planning, implementing, and monitoring new programs pertaining to victim outreach; court accompaniment and interfacing with law enforcement personnel, prosecutors, and others on behalf of victims; assisting victims in securing Crime Victims Compensation benefits; providing community education programs; and participating as a member of the Coalition of Crime Victim Services, Law Enforcement Victim Assistance, and Grand Prairie Human Services Coalition.

The Grand Prairie Police Department's Victims Assistance Unit provides a valuable service to community members in assisting crime victims in navigating the legal process, as well as offering assistance to survivors in the healing and recovery process.

The Public Safety, Health and Environment Committee will be updated on this item at the next scheduled meeting on April 12, 2021.

**FINANCIAL CONSIDERATION:**

The grant period begins October 1, 2021 and ends September 30, 2022. The total grant amount is \$176,752, of which, 139,802 is awarded from the CJD. It is anticipated the total cost for the City during this 12-month period would amount to a cash match of \$17,878 and in-kind match of \$19,072. The appropriate amount of cash match will be allocated in the FY 2021.

The in-kind match will be calculated using volunteer hours through a formula established by CJD. The City will use the maximum amount of in-kind match, based on a conservative projection of volunteer hours. The remaining match amount will be a cash match. Continued participation in this grant program, requires the City to provide documentation of financial commitment to CJD each year of participation.

**BODY**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, IN SUPPORT OF A GRANT FROM THE TEXAS CRIMINAL JUSTICE DIVISION OF THE GOVERNORS OFFICE FOR THE VICTIM ASSISTANCE PROGRAM, TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL**

**WHEREAS**, the Texas Criminal Justice Division of the Governor's Office is accepting grant applications for the Victims of Crime Act;

**WHEREAS**, the Grand Prairie Police Department wishes to apply for funding of the Victim Assistance Program;

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:**

**SECTION 1.** the City of Grand Prairie is authorized to submit an application and accept an award for a criminal justice grant for the Victim Assistance program (grant number 13591-21).

**SECTION 2.** the City of Grand Prairie agrees to provide any applicable cash match;

**SECTION 3.** the City Manager of the City of Grand Prairie is empowered to accept, reject, alter or terminate this grant on behalf of the City Council;

**SECTION 4.** in the event of loss or misuse of Criminal Justice Division funds, the City Council of the City of Grand Prairie assures that the funds will be returned to Criminal Justice Division in full;

**SECTION 5.** this resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 6<sup>th</sup> DAY OF APRIL 2021.**

[Print This Page](#)

Item 4.

**Agency Name:** Grand Prairie, City of  
**Grant/App:** 1359121 **Start Date:** 10/1/2021 **End Date:** 9/30/2022

**Project Title:** Victim Assistance Program  
**Status:** Pending OOG Review

### Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**  
17560005435001

### Application Eligibility Certify:

Created on: 2/5/2021 12:04:48 PM By: Ryan Simpson

### Profile Information

**Applicant Agency Name:** Grand Prairie, City of  
**Project Title:** Victim Assistance Program  
**Division or Unit to Administer the Project:** Police Department  
**Address Line 1:** 1525 Arkansas Lane  
**Address Line 2:**  
**City/State/Zip:** Grand Prairie Texas 75052-7401  
**Start Date:** 10/1/2021  
**End Date:** 9/30/2022

**Regional Council of Governments(COG) within the Project's Impact Area:** North Central Texas Council of Governments

**Headquarter County:** Dallas

**Counties within Project's Impact Area:** Dallas, Tarrant

### Grant Officials:

#### Authorized Official

**Name:** Steve Dye  
**Email:** sdye@gptx.org  
**Address 1:** 1525 Arkansas Lane  
**Address 1:**  
**City:** Grand Prairie, Texas 75052  
**Phone:** 972-237-8710 Other Phone:  
**Fax:** 972-237-8714  
**Title:** Mr.  
**Salutation:** Mr.  
**Position:** Deputy City Manager

#### Financial Official

**Name:** Becky Brooks  
**Email:** bbrooks@gptx.org  
**Address 1:** 317 College St  
**Address 1:**  
**City:** Grand Prairie, Texas 75050  
**Phone:** 972-237-8090 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** CFO

#### Project Director

**Name:** Daniel Scesney  
**Email:** dscsney@gptx.org  
**Address 1:** 1525 Arkansas Lane  
**Address 1:**

**City:** Grand Prairie, Texas 75052  
**Phone:** 972-237-8713 Other Phone: 972-237-8713  
**Fax:**  
**Title:** Mr.  
**Salutation:** Chief  
**Position:** Chief of Police

#### **Grant Writer**

**Name:** Ryan Simpson  
**Email:** rsimpson@gptx.org  
**Address 1:** 1525 Arkansas Lane  
**Address 1:**  
**City:** Grand Prairie, Texas 75052  
**Phone:** 972-237-8717 Other Phone:  
**Fax:**  
**Title:** Mr.  
**Salutation:** Mr.  
**Position:** Sr. Financial Analyst

#### **Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide direct services to victims only  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17560005435001  
**Data Universal Numbering System (DUNS):** 010597169

#### **Narrative Information**

##### **Introduction**

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

##### **Program-Specific Questions**

##### **Culturally Competent Victim Restoration**

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

Both Victim Services Coordinators have specific educational background in working with victims in a culturally competent manner. Each case is handled on an individual basis and is examined for ways in which culture and background may impact the victim's needs or decision-making process. We regularly provide information in victims' native languages or seek to provide translation services when written material is not available. Both Victim Services Coordinators have participated in specific cultural awareness trainings such as the Latinos Against Domestic Violence conference, Cultural Competency and Diversity Awareness in the Workplace training, as well as meeting with legal representatives to better understand options such as the U-Visa that some victims need assistance with. In addition, we have made ourselves available to attend the Grand Prairie Police Department's own UNIDOS program meetings and GPISD's Parent Involvement meetings which often reach out to minorities as we seek to more capably and efficiently offer culturally competent services to victims of crime in our community.

### **Culturally Specific and Underserved Populations**

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

Yes

No

If you answered 'YES' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter 'N/A'.

N/A

### **Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

#### **Forensic Medical Examination Payments**

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

#### **Confidentiality and Privacy**

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

#### **Activities that Compromise Victim Safety and Recovery**

Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

#### **Polygraph Testing Prohibition**

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

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**Protection Orders**

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

**Offender Firearm Prohibition**

The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

**Criminal Charges**

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

**Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

**Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

**Immigration Legal Services**

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

**Discrimination**

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

**Records**

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

**Volunteers**

If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

**Crime Victims' Compensation**

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

**Community Efforts**

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

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### **Civil Rights Information**

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

### **Victims of Federal Crime**

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

### **No Charge**

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

### **Effective Services**

Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

### **College Campus Confidential Direct Services Providers**

All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2022 or the end of the grant period, whichever is later.

### **Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Lisa Norris

Enter the Address for the Civil Rights Liaison:

318 W. Main Street Grand Prairie, Texas 75050

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

972-237-8071

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Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content & requirements.**

### **Project Abstract :**

Victims of violent crime suffer physical, emotional, and financial difficulties as a result of the crime. Victims are usually not familiar with the criminal justice system, their rights, and resources available. Factors such as poverty, language, culture, and immigration contribute to the victim's problems. The Grand Prairie Police Department's Statistics for 2020 included 12 murders, 49 Rapes, 86 Robberies, and 363 Aggravated Assaults. The 2020 population estimate shows a population of 195,651. As of 2020, 11.31% of the population was estimated to be living in poverty, this is the population most affected by violent crime. The Victim Assistance Program provides victims information about their rights, Crime Victim's Compensation, criminal justice system, and other resources for victims. This program's goal is to provide information and services for victims in Grand Prairie; this is to reduce the impact of crime, encourage participation in the criminal proceedings, and assist victims understand the criminal justice process. Some of the program activities include crisis counseling, information and referral, follow up, justice support and advocacy, emergency food and toiletries, emergency protective orders, Crime Victim's Compensation, U-Visas, and services in Spanish. The Victim Assistance Program works with local shelters, counseling services, social services agencies, and many local charities that provide assistance to victims. The Victim Assistance staff also participates regularly in community trainings in order to be educated and informed about new resources and benefits available for victims.

### **Problem Statement :**

Victims of violent crime frequently suffer serious physical, emotional, and financial difficulties as a result of the crime. We have found that victims have no idea of what to expect or anticipate from the criminal justice system, and often approach the process of filing charges with great deal of anxiety. These initial feelings of powerlessness can cause victims to become less involved in the participation of the criminal justice process, or to utilize available resources. We recognize that these reactions both harm the investigative process, and the victim's ability to recover from the crime. Law enforcement Victim Advocates are in the unique position to serve victims that may otherwise fall through the cracks, as we come in contact with all violent crime victims regardless of their case's outcome. Due to this, we can thoroughly explain the criminal process and offer referrals and resources needed by the victim. Victims sometimes feel more comfortable reaching initially out to the police department through Victim Services; the option that we want to remain for victims is an approachable unit that is capable of explaining difficult process and offering assistance for needs that have risen as a result of the victimization, regardless of whether or not they have decided to report the offense, as many choose only to accept assistance to resources.

### **Supporting Data :**

The Grand Prairie Police Department's UCR Statistics for 2020 included 12 murders, 49 Rapes, 86 Robberies, and 363 Aggravated Assaults. Statistics for 2019 part I crimes included 6 murders, 77 Rapes, 160 Robberies, and 260 Aggravated Assaults for a total of 503. The UCR Statistics for 2018 part I crimes included 10 Murders, 147 Rapes, 154 Robberies, and 257 Aggravated Assaults for a total of 568. The total of reported family violence cases for 2020 were 1060, for 2019 were 1768, and for 2018 were 1744. The anticipated number of victims for the current grant year will be 2,200. Currently, for this grant year, the total number of victims served is 778. The total of victims served, as reported to the PPRI in the final program performance reports for 2020 were 2,052 and for 2019 were 2,521. The city of Grand Prairie has a diverse, multicultural, and fast growing population. The 2020 population estimate shows a total population of 195,651 which includes 56.3% White, 62% Hispanic, 9.8% Black or African American, 5.1% Asian and 28.8% other race. The individuals that are mostly affected by violent crime are the poorest populations of the city. As of 2020, 11.31% of the Grand Prairie population is estimated to be living below the poverty level.

### **Project Approach & Activities:**

The Grand Prairie Police Department Victim Assistance Program focuses on a Victim Centered approach, addressing the needs and concerns of the victim as well providing them with support and educating them on their rights and on the criminal justice system so that they can be a part of their own process. The Victim

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Assistance Program also utilize the Trauma-Informed approach, understanding the direct impact trauma has on the individual, whether it be physical, social, or emotional. Victim Assistance often assist victims in obtaining Emergency Protective Orders (EPO's), as well as beginning the process for a full protective order. Staff members are well-trained in the competition of EPO's and always seek to explain this process and its benefits to the victim, especially one who is hesitant through the investigative process. Staff members educate victims on their options with regard to full protective orders and guide them in the most appropriate direction for their situation, whether filing pro se, through the District Attorney's office, or with the help of a private attorney. Victim services staff members also reach out to various District Attorneys' offices when a copy of the protective order is needed for the investigation of a violation, and are often instrumental in explaining what constitutes a violation to a victim who is confused about what the protective order restrictions are. Volunteers assist the staff by contacting victims who have shown interest in getting protective orders, volunteers schedule appointments for victims to meet with the District Attorney on-site to get the process of the protective order started.

### **Capacity & Capabilities:**

The Grand Prairie Police Victim Service Unit has provided services to victims of crime in the city since September 1996. The Victim Service Unit has been committed to providing victim related information with compassion and empathy to support victims and their families. Our Victim Services staff possess academic degrees and have over ten years combined of experience in working with victims of violent crime. The Victim Services Unit collaborates with a variety of agencies and organizations within the Dallas-Fort Worth area to ensure victims obtain the necessary information and resources to assist them with lessening the trauma experienced as a result of victimization.

### **Performance Management :**

The Victim Services staff currently provides crisis intervention, advocacy, and support services to crime victims. Services include, but are not limited to, emotional support, crisis intervention, safety planning, protective orders, information and referral to local social service providers, assistance with Crime Victims' Compensation, Criminal justice support and information, status of case process, and property return. In doing this our Victim Service Unit assists with lessening the trauma experienced as a result of victimization. The goal of the Victim Services Program for this fiscal year is to provide services to 2250 or more individuals victims of violent crime in the city of Grand Prairie during the active grant phase, including federal crimes. For this fiscal year, our baseline is currently 709 victims of violent crime in the city of Grand Prairie that have been served. This is in order to lessen the impact of the crime, encourage participation in the criminal proceedings, and in assisting victims understand the criminal justice system, in order to accelerate the recovery for all victims. The Victim Services Program objective is to provide resources and services to victims to reduce the impact or trauma of the crime, and assist in term recovery by assisting the victims of violent crime establish a sense of normalcy and control over their lives, directing victims to additional long-term resources available to assist in their recover, providing information about the criminal justice process to help increase trust and participation in case progression, increasing the ability of impoverished and non-English speaking victims to deal with the additional stressors of being a victim of a violent crime, and establishing a presence within the community so victims can be aware of the resources and benefits that exist to help them through the criminal justice recovery process. The Victim Services Program provides victims of violent crime in their recovery by:

- Assisting victims of violent crime create a sense of normalcy and take back control over their lives
- Leading victims to supplementary long-term resources accessible to contribute in the process of the victim's recovery
- In order to help the victim trust and be able to positively assist in the progression of the case, victim services provides victims with specified information in regards to the criminal justice process
- Victim services assist victims who have fewer resources and/or do not speak English have an increased ability to deal with the additional stressors of being a victim of a violent crime
- Victim services has established a presence within the Grand Prairie community to help those impacted by crime, this way the community is aware of Victim Services' resources, benefits, and other services we provide in order to assist them through their recovery process. The victim services program has a database which measure and keeps track of the services provided to victims. This database assists the Victim Services Program with the measuring of volume, cost, resource, time, success and conformance rates, as well as other factors that help improve the victim services program.

### **Target Group :**

The city of Grand Prairie has a diverse, multicultural, and fast growing population. The 2020 Census shows a total population of 195,651 which includes 56.3% White, 62% Hispanic, 9.8% Black or African American, 5.1% Asian and 28.8% other race. The individuals that are mostly affected by violent crime are the poorest populations of the city. As of 2020, 11.31% of the Grand Prairie population is estimated to be living below the poverty level.

### **Evidence-Based Practices:**

The victim assistance program provides victims of violent crime with referrals to different therapeutic programs including therapy for traumatic events that have caused post-traumatic stress disorder, as well as therapy for all different kinds of abuse that the victims have suffered. The victim assistance program considers important the therapeutic process for victims, and victims are provided with different counseling and therapy resources located in the city of Grand Prairie that will help them in the process of recovery. The Grand Prairie Police Department believes that the victim assistance program uses an effective method of intervention and crisis counseling, which shows to have a positive impact in victims. Our program's goal is to improve the victim's experience in the criminal justice system so that the system becomes more responsive to victims (Gibel, et al. 2016). Our program recognizes that satisfaction with individual experiences with the criminal justice system can generate greater confidence among victims and the general public in the system's ability to address crime and effectively manage offenders (Gibel, et al. 2016). Our program not only assists victims and their families, but it also provides education to the community to prevent victimization. Victims who go through the criminal justice system with the assistance of the victim services unit are more likely to participate in the criminal proceedings, and more likely to seek help from the Crime Victim's Compensation, and other therapy and counseling programs and services. Our program seeks to improve the victim's understanding of the criminal justice system, to improve the satisfaction with the criminal justice system process, and improve the level of confidence about the benefits of participating in the criminal justice system process (Gibel, et al. 2016). Victims and the family of victims who receive assistance from this program are more likely to have a positive experience with the criminal justice system; since this program provides victims and families with a direct one-on-one advocacy, and makes the process easier for them. The victim assistance program walks victims and their families step by step in the process of recovery by providing crisis counseling, assisting with the Crime Victim's Compensation application, setting up counseling services, and providing justice support and advocacy through the criminal justice process. Gibel, Susan, et al. Evidence-Based Decision Making: Victim Service Provider User's Guide. Center for Effective Public Policy, 2016.

## Project Activities Information

### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	85.00	Services in this category may include, but are not limited to: <ul style="list-style-type: none"> <li>• Follow up contact is made with the victim in the form of a letter, via telephone, or in person. Follow up contact may last a period of days to months.</li> <li>• Immediate Crisis intervention occurs when victims are experiencing emotional or physical distress as the result of being victimized. Victim Services staff offer a safe and secure environment in which the victim is encouraged to talk through the incident(s).</li> <li>• All victims are notified of the Crime Victim Compensation (CVC) Program and assistance is provided to victims who are eligible for the program and wish to apply.</li> <li>• All victims receive referrals to various resources including, but not limited to, shelters, emergency clothing/food/financial assistance, or counseling services.</li> <li>• Victim Services staff assist victims during a law enforcement investigation to ensure the victim is comfortable going through the criminal justice system.</li> <li>• Victims who experience patterns of abuse are educated, as much as possible, regarding things such as the cycle of violence and its dangers. Safety plans are revisited throughout the duration of victim interaction and revised, as needed.</li> <li>• Victim Services staff are available 24/7 for critical incident call outs that require assistance with providing emotional and physical support to victims and their families.</li> <li>• Volunteers may be used for childcare assistance or crisis relief on a call-out, providing resource information and referral, developing safety plans with victims, or offering translation services if bilingual.</li> </ul>
Legal Advocacy	10.00	The victim services program provides victims of violent crime with immigration assistance in regards to U-Visa Supplement B certifications. The victim services coordinators fill out Supplement B applications on behalf of the victims and present these applications to the Chief of the police department who then takes the decision on signing these applications. The victim services coordinators also act as a liaison between the victim and victims' attorneys to fill out these applications and present them to the Chief. The victim services coordinators also provide legal aid resources for victims of violent crime when requested. Victims who are interested in obtaining an Emergency Protective Order or a full protect

		order (through the District Attorney's office) are worked with one-on-one by Victim Services staff member. The process to obtaining either order is explained and assistance is offered in the completion of paperwork necessary to request either protective order. Volunteers may be utilized for assistance with completing Emergency Protective Orders, and may also provide information regarding full protective orders. The Victim Assistance Program is designed to work with victims throughout an investigation, and is in a unique position to assist a victim with law enforcement interaction, as well as advocate on a victim's behalf as they navigate through the local criminal justice system. With the implementation of victim's tracking software program victim services staff members are able to keep track of the victims who have received an Emergency Protective Order, this is in order to avoid the duplication of this service.	Item 4.
Protective Order Assistance	5.00	The victim services program provides victims of family violence with assistance in receiving an Emergency Protective Order. These are provided when the offender is in our jail, and it is mandatory if the offense involved is family violence with serious bodily injury or involved the display or use of a deadly weapon. The victim services coordinators assist in filling out the protective orders and are in constant communication with the magistrate and the jail personnel to ensure that these are served. The victim services coordinators also assist victims of family violence in receiving a 2 year protective order with the county. The victim services coordinators provide victims of family violence with information on how to get a 2 year protective order, assist with filling out protective order questioners, and act as a liaison between the victim and the district attorney's office protective order unit. The Unit's position within a police department provides access to law enforcement, case information, and local resources which allows staff to easily work with victims who may have questions concerning how their involvement in the legal system may affect their ability to utilize resources that would help them recover; utilizing this system allows victim services staff to keep track of the services and resources that victims have received and this way staff members avoid the duplication of services and resources.	

### CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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### Measures Information

#### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of final protective orders granted / obtained.	0
Number of final protective orders requested.	0
Number of survivors assisted through the legal process.	1659
Number of survivors receiving crisis counseling.	75
Number of temporary protective orders granted / obtained.	200
Number of temporary protective orders	270

requested.	
Number of times survivors are accompanied to court.	0
Number of victims / survivors seeking services who were served.	2200
Number of victims seeking services who were not served.	0

## Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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## Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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## Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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**Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

**Contract Compliance**

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes  
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

**Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes  
 No  
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- Yes  
 No  
 N/A

**Fiscal Year**

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2021

Enter the End Date [mm/dd/yyyy]:

9/30/2022

**Sources of Financial Support**

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

57688519

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

691489

**Single Audit**

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

Yes  
 No

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Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/31/2020

### **Equal Employment Opportunity Plan**

#### **Compliance**

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

#### **Type I Entity**

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

#### Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

#### **Type II Entity**

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

#### Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

**Type III Entity**

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

**Certification**

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- Type I Entity  
 Type II Entity  
 Type III Entity

**Debarment**

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify  
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

**FFATA Certification****Certification of Recipient Highly Compensated Officers**

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes  
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes  
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) with your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

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Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

### Victim Services Information

#### Agency Type

Implementing Agency Type - Government

Which designation best describes your agency

- Law enforcement

#### Purpose of Award

- Continue an OOG-funded victim project funded in a previous year

#### Type of Crime Funding Distribution

Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

Type of Crime	Percent of Funds Dedicated to Crime Enter whole percentages only	Funds Dedicated to Crime Current Award x Percent Entered
Child Physical Abuse	4	\$5,592.08
Child Sexual Abuse	4	\$5,592.08
Domestic and Family Violence	58	\$81,085.16
Child Sexual Assault	5	\$6,990.10
Adult Sexual Assault	3	\$4,194.06
DUI/DWI Crashes	1	\$1,398.02
DUI/DWI Crashes	1	\$1,398.02



Assault	12	\$16,776.24	<i>Item 4.</i>
Adults Molested As Children	1	\$1,398.02	
Elder Abuse	1	\$1,398.02	
Robbery	8	\$11,184.16	
Survivors of Homicide	1	\$1,398.02	
Adult Human Trafficking	1	\$1,398.02	
Child Human Trafficking	1	\$1,398.02	
Other Violent Crimes	0	\$0.00	
Description:			
Other Non-Violent Crimes	0	\$0.00	
Description:			
SUM of %'s Sum of % MUST = 100%	100	SUM of Funds Sum of Funds MUST = OOG Current Budget	\$139,802.00

### Use of Funds

Does this project provide DIRECT SERVICES to victims:

- Yes  
 No

### Information and Referral

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address-confidentiality programs, etc.

### Personal Advocacy/Accompaniment

- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- Intervention with employer, creditor, landlord, or academic institution
- Child and/or dependent care assistance (includes coordination of services)

- Interpreter services
- Law enforcement interview advocacy/accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)

#### Emotional Support or Safety Services

- Crisis Intervention (in-person, includes safety planning, etc.)
- Hotline/crisis line counseling
- On-scene crisis response (e.g., community crisis response)
- Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable medical equipment, etc.)

#### Shelter/Housing Services

- Emergency shelter or safe house
- Transitional housing
- Relocation assistance (includes assistance with obtaining housing)

#### Criminal/Civil Justice System Assistance

- Notification of criminal justice events (case status, arrest, court proceedings, case disposition, release, etc.)
- Victim impact statement assistance
- Civil legal assistance in obtaining protection or restraining order
- Other emergency justice-related assistance
- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)

- Law enforcement interview advocacy/accompaniment

#### Assistance in Filing Compensation Claims

- Assists potential recipients in seeking crime victim compensation benefits

All VOCA-funded direct service projects MUST assist victims with seeking crime victim compensation benefits. Please explain why your agency is not assisting victims with crime victim compensation benefits:

#### Types of Victimization

Check the types of victimization that best describe the victims the grant-funded project will serve. "Other" refers to a type that Is Not associated with any of the types provided in the list. Check all that apply:

#### Types of Victimization

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault
- Adults sexually abused/assaulted as children
- Arson
- Bullying (verbal, cyber, or physical)
- Burglary
- Child physical abuse or neglect
- Child pornography
- Child physical abuse or neglect
- Domestic and/or family violence
- DUI/DWI incidents

- Elder abuse or neglect
  
- Human trafficking: labor
  
- Human trafficking: sex
  
- Identity theft/fraud/financial crime
  
- Kidnapping (noncustodial)
  
- Kidnapping (custodial)
  
- Mass violence (domestic/international)
  
- Other vehicular victimization (e.g., hit and run)
  
- Robbery
  
- Stalking/harassment
  
- Survivors of homicide victims
  
- Teen dating victimization
  
- Terrorism (domestic/international)
  
- Other

If Other is TRUE provide explanation:

Criminal Mischief, Interference with Emergency Call, Deadly Conduct, Unlawful Restraint, Unlawful Disclosure of Intimate Images, Unlawful Use of Vehicle, Theft, Runaway, Fail to ID, Possession of Drugs, Child Death, Improper Picture/Video, Suicide, Deceased Person, Indecent Assault, Obstruction or Retaliation.

### **Budget and Staffing**

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entire budget is

devoted to victim services program.

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Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year:

Identify by source the amount of funds allocated to the victimization program/services budget for your agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federal funding except the award amount for this grant.

OOG Current Budget:  
\$139,802.00

Other State Funds:  
\$0.00

Other Local Funds:  
\$0.00

Other Federal Funds:  
\$0.00

Other Non-Federal Funds:  
\$0.00

Total Victimization Program Budget:  
\$139,802.00

Total number of paid staff for all grantee victimization program and/or services:  
COUNT each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.

Total number of staff:  
2

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:  
Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours:  
4160

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:  
COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff:  
1

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:  
Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers:

Explain how your organization uses volunteers to support its victimization programs or if your organization does not use volunteers explain any circumstances that prohibit the use of volunteers.

Outreach Volunteer - Performs telephone and mail outreach tasks, and assists Victim Services Coordinators as needed.

## **Fiscal Capability Information**

### **Section 1: Organizational Information**

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

### **Section 2: Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

Yes

No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

Yes

No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

Yes

No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

#### **Section 4: Budgetary Controls**

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### **Section 5: Internal Controls**

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

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Enter your explanation:

**Budget Details Information**

**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Specialist	1FT Victim Services Specialist. Oversees and administers victims services program by assessing and interviewing victims of violent crime in crisis situations and performs a variety of tasks to provide assistance and intervention services to victims to include emotional support, information and referrals, justice support and advocacy, emergency food and household supplies, personal advocacy, assistance filing Crime Victims' Compensation and transportation; also includes follow up services including contacts by phone, in person, and by mail. Other duties will include legal advocacy to	\$69,901.00	\$7,939.00	\$0.00	\$0.00	\$77,840.00	89



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include assistance obtaining magistrate's Orders of Emergency Protection for victim safety and providing victims with information regarding their rights and information about how to apply for full protective orders. Amount includes base of \$62,551 (includes expected 3% merit/COLA increases in FY 2022), and \$24,825 benefits (social security, retirement, insurance). Total annual salary + fringe is \$87,376. Request grant to pay 89% which is \$77,840  
Employee name: Ana Quintana

Personnel	Specialist	1 FT Victim Services Coordinator. Oversees and administers victims services program by assessing and interviewing victims of violent crime in crisis situations and performs a variety of tasks to provide assistance and intervention services to victims to include emotional	\$69,901.00	\$7,939.00	\$0.00	\$0.00	\$77,840.00	89
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support, information and referrals, justice support and advocacy, emergency food and household supplies, personal advocacy, assistance filing Crime Victims' Compensation and transportation; also includes follow up services including contacts by phone, in person, and by mail. Other duties will include legal advocacy to include assistance obtaining Magistrate's Orders of Emergency Protection for victim safety and providing victims with information regarding their rights and information about how to apply for full protective orders. Amount includes base salary of \$62,551 (includes expected 3% merit/COLA increases in FY 2022), and \$24,825 benefits (social security, retirement, insurance). Total annual salary + fringe is

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		\$87,376. Request grant to pay 89% which is \$77,840 Employee name: Jennifer Guzman							
Personnel	Intern, Mentor, Service Provider, Student Worker, and/or Support Staff	Outreach Volunteer - Performs telephone and mail outreach tasks, and assists Victim Services Specialists as needed. 750 hours @\$25.43 per hour. Hourly rate data is representative of what the agency would pay for a person employed in a paid position to provide these services.	\$0.00	\$0.00	\$19,072.00	\$0.00	\$19,072.00	100	
Travel and Training	In-State Registration Fees, Training, and/or Travel	Crimes Against Women Conference (two attendees each year at \$500 each)- Virtual Crimes Against Children Conference (two attendees each year at \$500 each)- Virtual Agency policy allows for personal vehicle mileage in accordance with current IRS rate. Agency policy allows for per diem payment in accordance with current GSA rates, unless the training event provides a meal. Both of the requested training events are virtual and will not require a	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0	

		mileage reimbursement or per diem payment.								Item 4.
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### Source of Match Information

#### Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Agency-funded cash match from approved General Fund budget.	Cash Match	\$17,878.00
Volunteer Hours- 750 at rate of 25.43	In Kind Match	\$19,072.00

#### Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$36,950.00	\$17,878.00	\$19,072.00	\$0.00	\$0.00

### Budget Summary Information

#### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$139,802.00	\$15,878.00	\$19,072.00	\$0.00	\$174,752.00
Travel and Training	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00

#### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$139,802.00	\$17,878.00	\$19,072.00	\$0.00	\$176,752.00

### Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Fu

<p>Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.</p>	<p>2/18/2021 4:13:11 PM</p>		<p>Yes</p>	<p>Item 4.</p>
<p>This grant must be administered by the Police Department, Sheriff's Office, Constable Precinct, or other Law Enforcement Division/Department within the grantee organization as submitted in the original application. Deviation from the approved budget or project scope requires prior authorization from the Public Safety Office. Failure to comply with this requirement could result in the termination of your grant. Applications from local unit of government must submit a CEO/LE Certifications and Assurances Form using the "Upload.Files" tab in the eGrants system.</p>	<p>2/18/2021 4:13:54 PM</p>		<p>Yes</p>	<p>No</p>

You are logged in as **User Name:** stevedye



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 04/06/2021

**REQUESTER:** Fred Bates, Jr.

**PRESENTER:** Daniel Scesney, Chief of Police

**TITLE:** Discussion of Metal Recycling Entities

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

On April 6, 2021, a public hearing was held concerning regulation of Metal Recycling Entities. After the hearing, City Council approved an ordinance placing additional requirements on Metal Recycling Entities and restricting the purchase of catalytic converters. The police Department will be providing an update.

**APPROVED ORDINANCE FOR REFERENCE**

**AN ORDINANCE AMENDING CHAPTER 17, “OFFENSES AND MISCELLANEOUS PROVISIONS”, BY ADDING ARTICLE VII “METAL RECYCLING ENTITIES” TO THE CODE OF ORDINANCES OF THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING A PENALTY CLAUSE, A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION.**

**WHEREAS**, large quantities of Regulated Materials and Regulated Metals, are bought and sold by Metal Recycling Entities doing business in the City of Grand Prairie; and

**WHEREAS**, the items sold to Metal Recycling Entities often include Regulated Materials and Regulated Metals, particularly catalytic converters, which are stolen; and

**WHEREAS**, the theft of Regulated Materials and Regulated Metals, particularly catalytic converters, creates an economic hardship for persons and businesses in the City of Grand Prairie; and

**WHEREAS**, there has been an increase in the theft of catalytic converters; and

**WHEREAS**, legitimate sales of catalytic converters are minimal as there is typically a “core charge” associated with the purchase of a new catalytic converter; and

**WHEREAS**, Occupations Code Chapter 1956 requires Metal Recycling Entities to maintain Purchase Transaction records involving sales of Regulated Material and Regulated Metal; and

**WHEREAS**, the Purchase Transaction records required to be maintained by Occupations Code Chapter 1956 has been insufficient in combatting the theft of Regulated Material and Regulated Metal; and

**WHEREAS**, Section 1956.003(a) of the Texas Occupations Code allows the City of Grand Prairie to adopt an ordinance more stringent, but that does not conflict with, state law to regulate Metal Recycling Entities; and

**WHEREAS**, Section 1956.003(g) of the Texas Occupations Code requires a municipality to provide a minimum 30-day notice followed by a hearing prior to enacting a prohibition on the sale of a recyclable product; and

**WHEREAS**, notice of the Public Hearing concerning this ordinance was properly provided on March 7, 2021, in satisfaction of the statutory notice requirement; and

**WHEREAS**, a Public Hearing was held on this matter on April 6, 2021; and

**WHEREAS**, the City Council deems it necessary to further regulate the sale of Regulated Materials and Regulated Metals to Metal Recycling Entities to deter the theft of and promote the recovery of stolen Regulated Material and Regulated Metal; and

**WHEREAS**, the City Council deems it necessary to restrict the sale and purchase of catalytic converters not attached to vehicles.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**SECTION 1.** That “Article VII, Metal Recycling Entities” is hereby added to the City of Grand Prairie, Texas Code of Ordinances to read as follows:

**“ARTICLE VII: METAL RECYCLING ENTITIES**

**Sec. 17-121. Purpose and Applicability.**

- (a) This Article is an exercise of the City's police power to promote regulation of Metal Recycling Entities through the recovery of stolen property. In addition to state law, the City seeks to provide additional recordkeeping requirements that will enable the Grand Prairie Police Department to identify and recover public and private property composed of certain metal that may have been illegally appropriated. The City further seeks to make the theft of certain metals less desirable by enhancing purchase restrictions which will make the immediate resale of certain stolen metals more difficult.
- (b) This Article does not apply to:
  - (1) a purchase of Regulated Material from a public utility, a telecommunications provider as defined by Section 51.002, Texas Utilities Code, a cable service provider as defined by Section 66.002, Texas Utilities Code, a video service provider as defined by Section 66.002,

Texas Utilities Code, or a manufacturing, industrial, commercial, retail, or other seller that sells Regulated Material in the ordinary course of the seller's business;

- (2) a purchase of Regulated Material by a manufacturer whose primary business is the manufacture of iron and steel products made from melting scrap iron and scrap steel; or
- (3) the transport or hauling of recyclable materials to or from the Metal Recycling Entity.

### **Sec. 17-122. Definitions.**

In this Article:

*Metal Recycling Entity* shall have the meaning assigned under Texas Occupations Code Section 1956.001(7) as amended.

*Person* means an individual, partnership, corporation, joint venture, trust, association and any other legal entity.

*Purchase Transaction* means a transaction in which a Metal Recycling Entity gives consideration in exchange for Regulated Material and Regulated Metal.

*Regulated Material* shall have the meaning assigned under Texas Occupations Code Section 1956.001(9) as amended.

*Regulated Metal* shall have the meaning assigned under Texas Occupations Code Section 1956.001(10) as amended and shall specifically include catalytic converters not attached to vehicles.

*Seller* means any Person who, in a Purchase Transaction, receives consideration from a Metal Recycling Entity in exchange for Regulated Material or Regulated Metal.

*Thumbprint* means a clear and intentional digital or ink recording of the friction ridge detail on the volar pads of the thumb.

*Unusable Catalytic Converter* means a used catalytic converter which is not attached to a vehicle and cannot be lawfully attached to a vehicle for use under applicable state law or federal law, including regulations of the Environmental Protection Agency or other state or local agency.

### **Sec. 17-123. Records Required.**

- (a) In addition to information required to be obtained or maintained under Texas Occupations Code Chapter 1956, a Metal Recycling Entity shall obtain the following with regard to each Purchase Transaction and maintain the same for a minimum of two (2) years from the date of the Purchase Transaction:
  - (1) A Thumbprint of the Seller taken at the time of the Purchase Transaction; and



- (2) A clear, digital, still, color photograph of the front, back, each side, and, if applicable, Vehicle Identification Number of the motor vehicle and any trailer attached to the motor vehicle used to deliver the Regulated Material or Regulated Metal; and
- (3) Clear, digital, still, color photographs of each purchased item which show the serial number, heat number VIN, owner applied marking, or any other unique identifying marking on the item.

(b) Failure to collect or maintain information as provided in this section is an offense.

#### **Sec. 17-124. Reporting to Law Enforcement.**

- (a) A Metal Recycling Entity shall contact the Grand Prairie Police Department within fifteen (15) minutes of any individual selling or attempting to sell any Regulated Materials or Regulated Metals which appear to have had the item's unique markings intentionally defaced or removed.
- (b) A Metal Recycling Entity shall contact the Grand Prairie Police Department within fifteen (15) minutes of any individual attempting to sell five (5) or more catalytic converters not attached to vehicles on the same day.

#### **Sec. 17-125. Restrictions on the Purchase of Regulated Material or Regulated Metal.**

- (a) Metal Recycling Entities are prohibited from purchasing Regulated Materials or Regulated Metals online. All sales must be in person.
- (b) It is an offense for a Metal Recycling Entity to conduct a Purchase Transaction between the hours of 7:00p.m. and 7:00a.m.
- (c) A Metal Recycling Entity may not dispose of, process, sell, or remove from the premises a catalytic converter unless the catalytic converter was acquired by the Metal Recycling Entity more than five (5) days, excluding weekends and federal holidays, before the disposal, processing, sale, or removal and the disposal, processing, sale, or removal is authorized under Texas Occupations Code 1956.037 as amended.
- (d) A Metal Recycling Entity shall not purchase a Regulated Material or Regulated Metal from a person who appears to be intoxicated, as defined by state law.

#### **Sec. 17-126. Selling Catalytic Converters.**

- (a) Notwithstanding any other provision, a Metal Recycling Entity within the City of Grand Prairie is prohibited from purchasing a catalytic converter which is not attached to a vehicle from any individual other than an individual who operates an auto repair business.
- (b) The Seller of a catalytic converter is required to present and a Metal Recycling Entity is required to retain for two (2) years from the date of the Purchase Transaction a copy of the certificate of occupancy for the auto repair business they operate and an invoice or other document which shows the catalytic converter was replaced in a vehicle which the Seller repaired in the course and scope of their auto repair business.

- (c) Unusable Catalytic converters are prohibited from being sold to any person or business other than a Metal Recycling Entity. This provision does not apply to the transfer of ownership of an Unusable Catalytic Converter in connection with the purchase of a new catalytic converter regardless of whether the transfer of ownership results in a reduced fee for the new catalytic converter.

**Sec. 17-127. Penalties.**

- (a) Failure to perform any task which is required by this Article or performing any action which is prohibited by this Article is an offense punishable by a fine not to exceed five hundred dollars (\$500.00) for each violation. Each day a violation occurs or continues to occur is a separate violation.”

**Sec. 17-128. through 17-130. Reserved.**

**SECTION 2.** That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas.

**SECTION 3.** That Chapter 17 “Offenses and Miscellaneous Provision” of the Code of Ordinances of the City of Grand Prairie, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 4.** That the terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

**SECTION 5.** All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

**SECTION 6.** That this Ordinance shall be and become effective immediately upon and after its passage and publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE 6TH DAY OF APRIL, 2021.**