

# Upcoming Council Agenda Items

# Memorandum



DATE: October 17, 2008

TO: Members of the Public Safety Committee

SUBJECT: Forensic Analysis of Criminal Evidence - Southwestern Institute of Forensic Sciences at Dallas Interlocal Agreement

In 1969, the City withdrew from a joint Criminal Investigations Laboratory operation with Dallas County. Thereafter, laboratory services were a function of the Dallas County Medical Examiner's Office and the laboratory became known as the Southwestern Institute of Forensic Sciences at Dallas (SWIFS). SWIFS continues to provide a broad range of evidence analyses for both the Police and Fire Departments. In 1999, the first annual interlocal agreement for these services was approved.

SWIFS' services include analyses of drug evidence, DNA analysis and comparison, microscopic (trace) evidence analyses, examination of firearms and tool marks (matching bullets to weapons that fired them), and identification of fire accelerants. These services are vital to the successful investigation and prosecution of crime.

The proposed interlocal agreement will provide services from October 1, 2008 through September 30, 2009.

#### FUNDING

Police \$3,790,000 Fund 0001, Agency DPD, ORG 2119, Object 3040  
Fire \$ 10,000 Fund 0001, Agency DFD, ORG 2042, Object 3099

With your approval, this interlocal agreement will be placed on the City Council Agenda for October 22, 2008.



Ryan S. Evans  
First Assistant City Manager

# Memorandum



DATE: October 17, 2008

TO: Members of the Public Safety Committee

SUBJECT: Dallas Police Department Comprehensive STEP Grant

The Texas Department of Transportation has once again awarded the Comprehensive Selected Traffic Enforcement Program (STEP) Grant to the Traffic Section of the Dallas Police Department. The Texas Department of Transportation instituted an all electronic application and reporting process last year that enabled multi-year applications. As a result, the Traffic Section of the Dallas Police Department has been awarded \$3,600,000 for fiscal years 2009-11 (\$1,200,000 per year). The grant provides for the reimbursement of overtime salaries for officers and supervisors to take enforcement action on specific violations (driving while intoxicated, speeding, occupant restraint and disregarding traffic control devices) in the City of Dallas. The grant requires a match from the City of Dallas in Current Funds (pension contributions) of \$1,248,829.74 and In-Kind contributions (indirect costs) of \$785,995.30. The matching funds are over the same three year period: Current Funds FY09-\$416,250.28, FY10-\$416,238.06, FY11-\$416,341.40 and In-Kind contributions FY09-\$261,994.17, FY10-\$261,992.19, FY11-\$262,008.94.

The grant funds provided by the Texas Department of Transportation originate with the National Highway Traffic Safety Administration and are intended for the reduction of injury and fatality crashes. The major contributors to fatal crashes are alcohol use, non-use of occupant restraints, speeding and disregarding traffic control devices. The Traffic Section of the Dallas Police Department has utilized grant funding as part of its overall traffic safety plan for many years. Traffic fatalities have decreased over the past three years, and are down 1% thus far in 2008.

The Traffic Section reviews the targeted sites for enforcement annually to ensure that officers are deployed in an effective manner. The amount awarded to the Dallas Police Department is the highest amount awarded in the state. This is to be presented to the City Council on October 22, 2008.



Ryan S. Evans  
First Assistant City Manager

# Memorandum



DATE: October 17, 2008

TO: Members of the Public Safety Committee

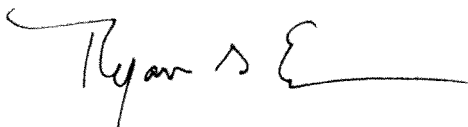
SUBJECT: Dallas Police Department Body Armor Grant

The Dallas Police Department was the recipient of the Bulletproof Vest Partnership Reimbursement from the U.S. Department of Justice, Bureau of Justice Assistance for the 2007 Regular Solicitation period which ends September 30<sup>th</sup>, 2011. This reimbursement covers vests purchased during the period of April 1, 2007 through September 30, 2008. The total amount of the reimbursement is \$230,879.16.

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 (Public Law 105-181) and reauthorized by the BVP Act of 2000 (Public Law 106-517) is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Since 1999, over 11,900 jurisdictions have participated in the BVP Program, with \$173 million in federal funds committed to support the purchase of an estimated 450,000 vests. The purpose of the Act is to save the lives of law enforcement officers by helping units of local government equip their law enforcement officers with ballistic vests. The Act funds up to 50 percent of the cost of each vest purchased or replaced by law enforcement applicants. Jurisdictions and agencies can fully participate in this program without regard to supplanting. Ballistic vests that have been purchased have a life cycle of 5 years and fitted to the individual officer.

Participating units of local government are required to provide a 50% match for participation in the program. The Dallas Police Department submitted an application for the 2007 Bulletproof Vest Partnership and was notified that \$230,879.16 has been awarded to pay for 50% of the cost of approximately 1,195 vests purchased during the period April 1, 2007 through September 30, 2008.

The Dallas Police Department is seeking the support and recommendation of the Public Safety Committee in gaining approval from the City Council to accept these funds.



Ryan S. Evans  
First Assistant City Manager

# Memorandum



DATE: October 17, 2008

TO: Members of the Public Safety Committee

SUBJECT: Collaboration Agreement – W. W. Caruth Jr. Police Institute at Dallas

This is an agreement that outlines the establishment and operation of the W. W. Caruth Jr. Police Institute at Dallas (Institute). The Institute is the culmination of Phase 3 of the original grant made by the Communities Foundation of Texas to the Dallas Police Department and City of Dallas.

*Background* - The original grant was divided into three phases. Phase 1 called for the purchase of much needed equipment by the Dallas Police Department and was completed in 2006. Phase 2 brought in an outside consulting group whose mission was to conduct a departmental needs assessment and develop an innovative and sustainable strategy to best address those needs. Phase 3 calls for the implementation and operation of that strategy – the development and operation of the Institute.

This agreement details the mission, operation, and goals of the Institute, as well as the primary responsibilities of the signatories. It establishes the award of \$3,500,000 to UNT Foundation for the implementation and operation of the Institute and also dedicates an additional \$6,000,000 to serve as an endowment of the Institute. The total amount - \$9,500,000 - represents the remainder of the \$15,000,000 from the original grant.

This agreement has been drafted, revised, and reviewed by the parties' legal counsel, as appropriate, over the past several months. This has been a cooperative and detailed undertaking, resulting in a document that insures the integrity and focus of the grant's original purpose.

It has been scheduled on the October 22, 2008 City Council agenda for approval.



Ryan S. Evans  
First Assistant City Manager

# Memorandum



CITY OF DALLAS

DATE: October 17, 2008

TO: Members of the Public Safety Committee

SUBJECT: **Memorandum of Understanding – United States Marshals Service**

Attached is a copy of the proposed Memorandum of Understanding between the Dallas Police Department and the United States Marshals Service concerning the Dallas Police Departments' participation in the U.S. Marshals Service District Fugitive Apprehension Task Force. The task force is a multi-agency apprehension effort. The primary mission of the task force is to seek out and arrest, in a joint coordinated manner, persons who have state and/or federal arrest warrants lodged against them. The intent of this joint effort will be to remove from the streets, state and federal fugitives thereby increasing public safety. The Memorandum of Understanding address issues such as training, funding, overtime funding, travel, vehicles and equipment.

This Memorandum of Understanding is to be presented to the City Council on November 10, 2008. It is recommend that the members of the Public Safety Committee approve the Memorandum of Understanding document and refer it to the full Dallas City Council for approval.

Please feel free to contact me for clarification on this document.

A handwritten signature in black ink that reads "Ryan S. Evans".

Ryan S. Evans  
First Assistant City Manager

Attachment

## **MEMORANDUM OF UNDERSTANDING U. S. Marshals Service District Fugitive Apprehension Task Force**

This memorandum of Understanding (MOU) is entered into by the Dallas Police Department **and the United States Marshals Service** (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.c. § 566 note). The Presidential Threat Protection Act of 2000 provides that, "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for the purpose of locating and apprehending fugitives."

**1. Period of Performance:** This MOU may be renewed annually based on written notification from the USMS, on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation at any time. USMS Formally requests that a minimum of 30 days advance notice be given in the event that an agency withdraws from participation to the Chief Deputy or Task Force Coordinator. Subject to availability of funds, this MOU will be renewed annually based on written notification from the U.S. Marshals Service.

**2. Reimbursement:** The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time and or part time support to Marshals Service district fugitive apprehension task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies, equipment, ammunition, etc for state and local investigators who provide full time and or part time support to Marshals Service district fugitive apprehension task forces. The USMS **X shall o shall not** reimburse your organization for expenses incurred, depending on which category of funding is provided. An MOU must be signed and executed on or prior to the date of the Purchase Order which is the obligating document.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more that \$15, 572 per year. Reimbursement of for all types of expenses as defined above shall be contingent upon the submission of a proper invoice which shall be submitted on a quarterly fiscal year basis, and which provides the names of the investigators who incurred overtime for the district fugitive apprehension task force during the quarter; the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the USMS Chief Deputy or Task Force Coordinator, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

Group supervisors are responsible for scheduling the duty hours of the personnel assigned to their group, subject to the supervision of the Task Force Coordinator and the availability of compensation.

Agencies within the District may join the task force at any time with the consent of the USMS and after consultation with the Task Force Advisory Committee. Agencies that wish to join will sign a copy of the existing MOU for the District. The addition of agencies to the District Task Force is contingent upon the availability of funds each fiscal year.

**3. Personnel and Supervision:** The district task force will consist of law enforcement and administrative personnel from federal, state, and local enforcement agencies. Each participating agency may agree to assign at least one full-time law enforcement officer to the task force or to participate on a part time basis. Additional law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the district task force shall be the responsibility of the USMS Chief Deputy. Subject to the needs of the task force, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state, and local law enforcement officers assigned to the task force.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

**4. Task Force Advisory Committee:** A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and address issues concerning the district task force.

**5. Vehicles and Equipment:** Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times. Government vehicles shall be used only for official purposes and solely for the use in the performance of the task force. They shall not be used for transportation between residence and place of employment.

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that specific agency upon termination of the task force or upon agency request. Equipment and supplies purchased by the state and local agencies in support of full time state and local investigators assigned to the district fugitive apprehension task force will remain the property of that state or local agency.

Pending the availability of funding, each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force (unless a USMS owned or leased vehicle is assigned to the officer). Pending the availability of funding, agencies may seek reimbursement for lease vehicles. Each agency is responsible for the fuel, maintenance and other expenses associated with the use of its vehicles. Pending the availability of funds and equipment, the USMS will issue USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their law enforcement radio network. Pending the availability of funds, agencies may seek reimbursement for cellular telephones and air cards to be used for official district task force business. Participating agencies agree to provide training ammunition in accordance with individual agency policies for each participating officer. Pending the availability of funds, agencies may seek reimbursement for ammunition.

**6. Background Investigations and Special Deputation:** Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**7. Records, Reports, and Evidence:** Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by DFW FAST shall be retained by the agency responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriated. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

**8. Referral and Assignment of Cases:** Each participating agency agrees to refer fugitive cases for investigation to DFW FAST. Upon receipt of a written request or emergency request, DFW FAST may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DFW FAST.

**9. NCIC Entries:** Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.



**10. Travel:** Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

**11. Informants:** Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.

**12. Use of Firearms and Deadly Force:** All members of DFW FAST shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Task Force Chief and each concerned task force officer.

**13. News Media:** Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all the participating agencies.

**14. Release of Liability:** Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

STATE/LOCAL LAW ENFORCEMENT AGENCY REPRESENTATIVE:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

UNITED STATE MARSHALS SERVICE REPRESENTATIVE:

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Randy Ely  
United States Marshal  
United States Marshals Service  
Northern District of Texas

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