

Upcoming Council Agenda Items

Memorandum



DATE: November 21, 2008

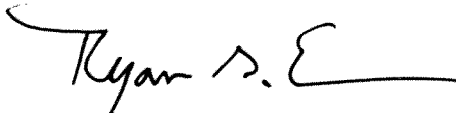
TO: Members of the Public Safety Committee

SUBJECT: Memorandum of Understanding – Dallas Independent School District (Police Department)

Attached is a proposed Memorandum of Understanding, between the Dallas Police Department and the Dallas Independent School District (Police Department). The agreement covers the Dallas Police Department, Traffic Section, providing 35 school crossing guards and 2 crossing guard supervisors for the school year of 2008-2009. This service will be provided on Mondays, Tuesdays and Wednesdays from 4:30 p.m. and 5:30 p.m., for Elementary Learning Centers. These hours exceed the normal business hours of the School Crossing Unit. The total cost of \$23,144.50 for providing this service will be funded by the Dallas Independent School District (Police Department) and will ensure the safety of all students required to attend these learning centers.

It is recommended that the members of the Public Safety Committee approve the draft Memorandum of Understanding, and refer it to the full Dallas City Council for approval.

Please feel free to contact me for clarification on any of these documents.



Ryan S. Evans
First Assistant City Manager

Attachments

MEMORANDUM OF UNDERSTANDING

Between

DALLAS POLICE DEPARTMENT

AND

DALLAS INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

STATE OF TEXAS
COUNTY OF Dallas ISD

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Dallas, a municipal corporation, of Dallas County, Texas, (hereinafter referred to as "CITY") and the Dallas Independent School District, an independent school district located in Dallas County, Texas (hereinafter referred to as "DISTRICT") and shall be effective upon execution by both parties.

1. PURPOSE

The purpose of this MOU is to set out a common understanding of the policies and procedures that the Dallas Police Department, and the Dallas ISD Police Department will follow in providing police service to the citizens of Dallas, Dallas county and/or The State of Texas. This MOU is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the corporate limits of the City of Dallas, in accordance with the provisions of the Local Government Code, Chapter 343.

2. GENERAL TERMS AND CONDITIONS

The following provisions are applicable to both the Dallas ISD Police Department and the Dallas Police Department:

Nothing in the MOU provisions shall be construed to limit the other party's jurisdiction, authority, power, privilege, and immunity pursuant to the law.

To the extent this MOU conflicts with any other future agreement between the parties, the conflicting provisions of this MOU shall be superceded and given no effect, unless the future agreement explicitly references this MOU and states an intent not to supercede it. This MOU supercedes any previous MOU entered between the parties.

During regular office hours, each agency will endeavor to notify the other's Public Information Office before releasing information to the media, or as soon after as is practical if the information is about an incident that occurred while on a City of Dallas street involving the School Crossing Unit and children participating in the Dallas ISD Learning Center after school program.

3. DURATION

This MOU shall continue until terminated by either party upon thirty (30) days written notice to the other. This MOU is not intended, and shall not be construed, to create liabilities upon the parties in subsequent fiscal years.

4. AGREEMENTS BETWEEN THE PARTIES

The Dallas ISD Police Department may request the Dallas Police Department's Traffic Section, School Crossing Unit to provide school crossing guard services to the Dallas ISD Elementary Learning Centers between the hours of 4:30 p.m. to 5:30 p.m., on Mondays, Tuesdays, and Wednesdays for the 2008-2009 school year.

5. DESCRIPTION OF SERVICES OF THE DALLAS POLICE DEPARTMENT

The CITY, through its Police Department agrees to provide the following services and related activities on CITY OF DALLAS streets located within the corporate city limits of Dallas, Texas:

The Dallas Police Department agrees to coordinate with the Dallas ISD Police Department the following:

- a. School Crossing Unit services between the hours of 4:30 p.m. and 5:30 p.m. on Mondays, Tuesdays, and Wednesdays at the elementary Learning Centers of Dallas ISD. These hours exceed the normal business hours of the School Crossing Unit;

and

- b. The total dollar amount for the cost of providing thirty-five (35) school crossing guards and two (2) school crossing supervisors for the 2008-2009 school year in the amount of TWENTY-THREE THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS AND 50 CENTS.(\$23,144.50).

- 5.2 The Dallas Police Department will provide notice to Dallas ISD Police Department by letter a list of services and cost before initiating operations, after receiving a written request from the Dallas ISD Police Department to provide the above mentioned services.
- 5.3 The Dallas Police Department reserves the right to refuse requests, but when it is mutually convenient agrees to make special resources available to the Dallas ISD; however, priority of deployment shall be given to the Dallas Police Department School Crossing Unit Supervisor. If compensation for the resources is required, the Dallas ISD Police Department will be notified whether reimbursement will be required.
- 5.4 The Dallas Police Department reserves the right to refuse services of any future requests, if the financial obligations of the Dallas ISD Police Department have not been met for the previous school year.

6. DESCRIPTION OF SERVICES OF THE DALLAS ISD POLICE DEPARTMENT

- 6.1 Dallas ISD Police Officers shall not become involved in the deployment of school crossing guards within the City of Dallas, Texas.
- 6.2 Enforcement of rules approved by the DISD Board of Trustees shall be the sole responsibility of the Dallas ISD Police Department.
- 6.3 The Dallas ISD Police Department shall be responsible for costs associated with the staffing of the authorized locations of the School Crossing Unit.
- 6.4 The Dallas ISD Police Department agrees to notify the Dallas Police Department School Crossing Unit supervisor, who is responsible for the staffing of school crossing guards of all changes in writing.
- 6.5 Dallas ISD Police Department also agrees to furnish to the Dallas Police Department School Crossing Unit a copy of the Learning Center Schedule as soon as possible after the start of the school year.

7. NOTICES AND CONTRACT ADMINISTRATION

All notices, communications, and reports required or permitted under this MOU shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the address shown below, unless and until either party is subsequently notified otherwise, in writing.

If intended for CITY, to:

CHIEF OF POLICE
City of Dallas
Jack Evans Building
1400 Lamar Street, Suite 600
Dallas, Texas 75215

If intended for the DISTRICT, to:

CHIEF OF POLICE
Dallas ISD Police Department
1402 Seegar Street
Dallas, Texas 75215

8. METHOD OF PAYMENT

Payment of amounts due and owing to the CITY pursuant to this MOU shall be mailed to the following address:

CHIEF OF POLICE
City of Dallas
Jack Evans Building
1400 Lamar Street, Suite 600
Dallas, Texas 75215

As billable resources and services are provided as set forth herein, a billing statement shall be provided to the DISTRICT. Amounts due and owing shall be promptly paid by the responsible party to the other.

9. VENUE

The obligations of the parties hereto shall be performable in Dallas, Texas and if legal action is necessary to enforce same. Exclusive venue shall lie in Dallas County, Texas.

10. APPLICABLE LAWS

This Memorandum of Understanding is made subject to the provisions of the Charter and ordinances of CITY, as amended, and all applicable State and Federal laws.

11.
12. GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Texas.

13. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this MOU shall be considered as if such invalid illegal, or unenforceable provision had never been contained in this MOU.

14. CAPTIONS

The captions to the various clauses of this Memorandum of Understanding are for informational purposes only and shall not alter the substance of the terms and conditions of this agreement.

15. COUNTERPARTS

This Memorandum of Understanding may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

16. SUCCESSORS AND ASSIGNS

This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this MOU, their assigns.

17. ENTIRE AGREEMENT

This MOU embodies the complete agreement of the parties hereto, and except as otherwise provided herein, supercedes all oral or written previous and contemporary agreements between the parties and relating to matters in this MOU, and except as otherwise provided herein cannot be modified without written agreement of both parties to be attached to and made a part of this MOU.

EXECUTED AS OF THE _____ day of _____, 2008, by the CITY OF DALLAS signing by and through its CITY MANAGER duly authorized to execute this Contract by Resolution No. _____ adopted by the City Council on _____, 2008, and by the DALLAS INDEPENDENT SCHOOL DISTRICT, signing by and through its General Superintendent, duly authorized by the Board of Trustees on _____, 2008.

SIGNATORIES

APPROVED AS TO FORM:

Tom Perkins
City Attorney

FOR CITY OF DALLAS

Mary Suhm
City Manager

BY _____
Assistant City Attorney *TK*

BY _____
Assistant City Manager

APPROVED AS TO FORM:

FOR DALLAS ISD

BY _____
School Attorney

BY _____
General Superintendent, Dr. Michael Hinojosa

BOARD OF TRUSTEES

Jack Lowe
Board President

BY _____
Board President, Jack Lowe

ATTESTED:

BY _____
Board Secretary, Adam Medrano

Memorandum



DATE: November 21, 2008

TO: Members of the Public Safety Committee

SUBJECT: Data Integration for Law Enforcement (DILE)

Data Integration for Law Enforcement (DILE) is a software system that allows the Dallas Police Department to conduct searches of several internal databases with a single search query and conduct searches of partial data such as nicknames and partial license plates. Every member of the Police Department has access to this system and it has been utilized in thousands of criminal investigations since its inception in 2002. DPD received a perpetual license from the developer of the software, Greystone Digital Technologies, at that time and was also provided with five years of maintenance and support at no cost to the City.

This five year maintenance period expired on September 30, 2007. Several issues were raised between DPD, the City Attorney's Office, City Purchasing, and Computer and Information Services while attempting to extend the maintenance contract last year. These issues have been resolved and the Police Department is requesting approval for the purchase of a maintenance support contract for the term of October 1, 2007 through December 31, 2008 in the amount of \$125,000. Services during this time period have been provided by the vendor in good faith. The funding would come from the 2006 Urban Area Security Initiative Grant, ORG 0295, fund F-170. City Purchasing anticipates forwarding a request for approval to extend the maintenance contract through 2009 to the Public Safety Committee in January.

The Dallas Police Department is seeking the support and recommendation of the Public Safety Committee in gaining approval from the City Council to purchase this maintenance agreement.


Ryan S. Evans
First Assistant City Manager

Memorandum



CITY OF DALLAS

Date: November 21, 2008

To: Dr. Elba Garcia, Chair and Members of the
Public Safety Committee

Subject: Fire Pumpers and Aerial Trucks
(December 10, 2008 – Agenda Item #3)

These ten (10) fire pumpers and three (3) aerial trucks will be utilized to replace much older, unreliable apparatus currently in operation within the Dallas Fire-Rescue Department.

A fourth aerial truck is also being purchased for the expansion of services at Station #10, located at 4451 Frankford Road. Funds for this apparatus are provided from the 2006 Bond Program.

The Houston-Galveston Area Council of Governments (HGAC) has under contract apparatus that meet Dallas Fire-Rescue specifications. The purchase will be awarded to HGAC for a cost of \$7,833,682. Metro Fire Apparatus Specialists is the HGAC contractor and supplies the fire pumpers and aerial trucks.

If there are any further questions, please contact Assistant Chief Louie Bright at 214-670-1475.

A handwritten signature in black ink, reading "Ryan S. Evans".

Ryan S. Evans
First Assistant City Manager

Attachment

AGENDA INFORMATION SHEET

Draft Agenda Item Number 3

BMS REVIEW PENDING

FINAL APPROVAL PENDING

AGENDA DATE: December 10, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Fire

CMO: Dave Cook, 670-7804
Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

DRAFT - Authorize the purchase of ten fire pumpers and four aerial ladder trucks - Metro Fire Apparatus Specialists, through the Houston-Galveston Area Council of Governments - Total not exceed \$7,833,682 - Financing: XXXXXXXX

Total amount: \$0.00 **Cost consideration to the City**

Funding types: 1998 BOND FUNDS

2001 EQUIPMENT ACQUISITION CONTRACTUAL OBLIGATION NOTES

2002 EQUIPMENT ACQUISITION CONTRACTUAL OBLIGATION NOTES

2003 EQUIPMENT ACQUISITION CONTRACTUAL OBLIGATION NOTES

BACKGROUND

The Houston-Galveston Area Council of Government currently has fire pumpers and aerial ladder trucks, under contract that meet Dallas Fire Department specifications. Metro Fire Apparatus Specialists supplies the fire pumpers, aerial ladder trucks. The vehicles meet the approved apparatus replacement criteria and will replace existing fire equipment.

H-GAC conforms to the requirements of Texas Statutes that are applicable to competitive bids and proposals. In addition, H-GAC bids in a national environment and receives bids from manufacturers and dealers throughout the United States. The fire apparatus and rescue equipment contract is the second largest contract that H-GAC administers with equipment sales in sixteen states in addition to Texas.

Replacement Criteria:

Fire Pumpers – 12 years

Aerial Ladder Trucks – 15 years

The Dallas Fire-Rescue Department responded to 114,585 emergency calls in fiscal year.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 27, 2007, City Council authorized the purchase of fire pumpers, battalion chief vehicles, aerial ladder trucks, brush trucks, and ambulances by Resolution #07-2015.

On January 25, 2006, City Council authorized the purchase of fire pumpers, battalion chief vehicles, aerial ladder trucks, and rescue units by Resolution #06-0316.

On December 8, 2004, City Council authorized the purchase of fire pumpers, battalion chief vehicles, aerial ladder trucks, and rescue units by Resolution #04-3439.

On December 8, 2003, City Council authorized the purchase of fire pumpers, battalion chief vehicles, and aerial ladder trucks by Resolution #03-3325.

FISCAL INFORMATION

xxxxxx

ETHNIC COMPOSITION

Metro Fire Apparatus Specialists

White Female	3	White Male	22
Black Female	0	Black Male	1
Hispanic Female	0	Hispanic Male	1
Other Female	0	Other Male	0

OWNER

Metro Fire Apparatus Specialists

Craig N. Russell, President
Paulette Bazan, Secretary

December 10, 2008

WHEREAS, on December 8, 2003, City Council authorized the purchase of fire pumpers, battalion chief vehicles, and aerial ladder trucks by Resolution #03-3325; and,

WHEREAS, on December 8, 2004, City Council authorized the purchase of fire pumpers, battalion chief vehicles, aerial ladder trucks, and rescue units by Resolution #04-3439; and,

WHEREAS, on January 25, 2006, City Council authorized the purchase of fire pumpers, battalion chief vehicles, aerial ladder trucks, and rescue units by Resolution #06-0316; and,

WHEREAS, on June 27, 2007, City Council authorized the purchase of fire pumpers, battalion chief vehicles, aerial ladder trucks, brush trucks, and ambulances by Resolution #07-2015;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the purchase of purchase of ten fire pumpers and four aerial ladder trucks is authorized with Metro Fire Apparatus Specialists (255843), through the Houston-Galveston Area Council of Governments in an amount not to exceed \$7,833,682.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for ten fire pumpers and four aerial ladder trucks. If a formal contract is required for this purchase instead of a purchase order, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Controller is authorized to disburse funds from the following appropriation, in an amount not to exceed \$7,833,682.00.

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>ACTV</u>	<u>AMOUNT</u>	<u>ENCUMBRANCE</u>
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Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION:

Business Development and Procurement Services, 3FS
Fire

Memorandum



DATE November 21, 2008

TO Members of the Public Safety Committee

SUBJECT FY2008 Homeland Security Grants Award Acceptance

In August, the Department of Homeland Security announced its grant funding for the 2008 award year, totaling nearly \$1.7 billion for the nation. As a designated recipient of this funding, **the City of Dallas has applied for and been awarded \$8,033,868 to build our capacity to prevent, protect against, respond to, and recover from a terrorist attack or natural disaster.**

Since 2003, the Department of Homeland Security has awarded the City of Dallas nearly \$27 million in grant funds under the Homeland Security Grant Program. These funds are awarded based on an analysis of a region's risk level and the effectiveness of the grant application.

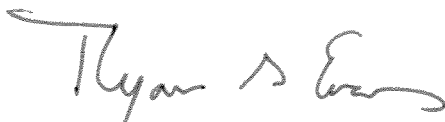
The Homeland Security Grant Program is comprised of four grant programs. Together, these grants fund a range of preparedness activities, including planning, salaries, equipment purchase, training, exercises, and management and administration costs.

Under the Urban Areas Security Initiative (UASI), the City of Dallas has been awarded \$7,245,547. UASI focuses on the unique planning, equipment, training, and exercise needs of high-threat, high-density urban areas. It assists us in building sustainable capacity to prevent, protect, respond, and recover from acts of terrorism.

Under the State Homeland Security Program (SHSP), the City of Dallas has been awarded \$467,100. SHSP provides funds to build capabilities at the State and local levels through planning, equipment, training, and exercise activities. SHSP also supports the implementation of State homeland security strategies and key elements of the national preparedness architecture.

Under the Metropolitan Medical Response System (MMRS), the City of Dallas has been awarded \$321,221. MMRS funds support local preparedness efforts to respond to all-hazards mass casualty incidents, including terrorism, epidemic disease outbreaks, natural disasters and large-scale hazardous materials incidents.

We request your acceptance of this award which will be placed on the consent agenda on December 10th, 2008 for full council approval. Please contact me if you have any questions.



Ryan S. Evans
First Assistant City Manager