

Memorandum



DATE: February 10, 2017

TO: Honorable Members of the Public Safety Committee:
Adam Medrano (Chair), B. Adam McGough (Vice Chair), Sandy Greyson, Tiffinni A. Young,
Jennifer S. Gates, Philip T. Kingston

SUBJECT: **Upcoming Draft Agenda Item B: Authorize a three-year master agreement for animal bedding for Police horses – S-4 Quality Shavings, LLC, lowest responsible bidder of two - Not to exceed \$237,672 - Financing: Current Funds**

Upon completion of a formal request for the bid process, the City seeks authorization to initiate a three-year master agreement for wood shavings totaling \$237,672.

This master agreement will provide animal bedding for police. The Dallas Police Mounted Squad has fourteen horses which are stabled inside Fair Park when not on patrol. Shavings are used daily in each of the stalls for bedding for the horses and to aid in the absorbance of animal waste. These stalls are cleaned daily to maintain a healthy living environment for the horses.

The Dallas Police Department is seeking the support and recommendation from the Public Safety Committee to authorize this master agreement. This item will be placed on the February 22, 2017, City Council Agenda.

Eric D. Campbell
Assistant City Manager

cc: Honorable Mayor and Members of the City Council
T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Mark McDaniel, Acting First Assistant City Manager

Jill A. Jordan, P.E., Assistant City Manager
Joey Zapata, Assistant City Manager
M. Elizabeth Reich, Chief Financial Officer
Sana Syed, Public Information Officer
Elsa Cantu, Assistant to the City Manager – Mayor & Council
Directors and Assistant Directors

Memorandum



DATE: February 10, 2017

TO: Honorable Members of the Public Safety Committee:
Adam Medrano (Chair), B. Adam McGough (Vice Chair), Sandy Greyson, Tiffinni A. Young,
Jennifer S. Gates, Philip T. Kingston

SUBJECT: **Upcoming *Draft* Agenda Item C: Authorize (1) an application for and acceptance of the Dallas July 7 Overtime Reimbursement Grant from the U.S. Department of Justice through the Office of the Governor, Criminal Justice Division for the response to events on July 7, 2016, for the period July 7, 2016 through March 31, 2017; and (2) execution of the grant agreement - Not to exceed \$705,251 - Financing: Office of the Governor, Criminal Justice Division State Grant Funds**

The City of Dallas has been awarded funding to cover the overtime expenses related to the events of July 7, 2016. On July 7th and several days thereafter, evidence was collected and coordination with other State and Federal agencies was conducted.

Consequently, a large portion of Downtown Dallas was shutdown. Over 1,100 officers worked more than 11,000 overtime hours.

The Dallas Police Department is seeking the support and recommendation from the Public Safety Committee to authorize the acceptance of this reimbursement grant. This item will be placed on the February 22, 2017, City Council Agenda.

Eric D. Campbell
Assistant City Manager

cc: Honorable Mayor and Members of the City Council
T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Mark McDaniel, Acting First Assistant City Manager

Jill A. Jordan, P.E., Assistant City Manager
Joey Zapata, Assistant City Manager
M. Elizabeth Reich, Chief Financial Officer
Sana Syed, Public Information Officer
Elsa Cantu, Assistant to the City Manager – Mayor & Council
Directors and Assistant Directors

Memorandum



DATE: February 10, 2017

TO: Honorable Members of the Public Safety Committee:
Adam Medrano (Chair), B. Adam McGough (Vice Chair), Sandy Greyson, Tiffinni A. Young,
Jennifer S. Gates, Philip T. Kingston

SUBJECT: **Upcoming Draft Agenda Item D: Authorize the purchase of ballistic door panels for Police - Angel Armor, LLC - Not to exceed \$209,672 - Financing: Confiscated Monies Funds**

Based on the events of July 7, 2016, a review of options for additional protection for Police Officers from assault by high powered rifle rounds was conducted.

The availability of ballistic panels for the doors of police vehicles offers a high level of protection for police officers. This procurement will allow for the selected inventory of police vehicles to be outfitted. This additional safety feature will become standard equipment on future purchases of police emergency response vehicles for first responders.

Due to the sensitive nature of this procurement a competitive solicitation was not used. Chapter 252.022 of the Texas Government Code Subchapter (a) (2) provides a general exemption to bidding for procurements necessary to preserve or protect the public health or safety of the municipality's residents.

The Dallas Police Department is seeking the support and recommendation from the Public Safety Committee to authorize the purchase of ballistic door panels. This item will be placed on the February 22, 2017, City Council Agenda.

Eric D. Campbell
Assistant City Manager

cc: Honorable Mayor and Members of the City Council
T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Mark McDaniel, Acting First Assistant City Manager

Jill A. Jordan, P.E., Assistant City Manager
Joey Zapata, Assistant City Manager
M. Elizabeth Reich, Chief Financial Officer
Sana Syed, Public Information Officer
Elsa Cantu, Assistant to the City Manager – Mayor & Council
Directors and Assistant Directors

Memorandum



DATE: February 10, 2017

TO: Honorable Members of the Public Safety Committee:
Adam Medrano (Chair), B. Adam McGough (Vice Chair), Sandy Greyson, Tiffinni A. Young,
Jennifer S. Gates, Philip T. Kingston

SUBJECT: **Upcoming *Draft* Addendum Item E: Authorize an Interlocal Agreement with Richardson Independent School District (RISD) for the provision of police services by the City in the RISD's Lake Highlands High School and junior high schools within the limit of both the City and RISD Schools - Not to exceed \$157,309 - Financing: Current Funds (subject to annual appropriations)**

Currently, various off-duty officers provide police services to RISD and are compensated directly by the school district. In an effort to foster greater consistency and recurring individual interaction, a proposal was set forth to have specific police officers assigned to RISD to include a partnership with the City. Under the agreement, RISD would pay the City for the salaries of two (2) dedicated police officers and the City would fund the salaries for the remaining two (2) dedicated officers.

The FY16-17 Adopted Budget included a Council Amendment to authorize the hiring of two (2) additional police officers to specifically act as School Resource Officers (SRO) within the RISD. These officers will be responsible for responding to calls for service, crime prevention, law enforcement, enforcement of truancy and community engagement at the schools and surrounding community. Also, their duties shall include counseling students and parents in helping find solutions to attendance and behavioral problems.

Under this Interlocal agreement, RISD will be responsible for reimbursement of overtime performed by the two SROs funded by the City of Dallas along with the overtime of the two SRO's to be reimbursed to the City. RISD will also provide a private office and administrative equipment necessary to perform their duties. RISD shall not decrease the number of full-time SROs it funds in the City of Dallas because of the City's funding.

The Dallas Police Department is seeking the support and recommendation from the Public Safety Committee to authorize the Interlocal Agreement with RISD. This item will be placed on the February 22, 2017, City Council Addendum.

Eric D. Campbell
Assistant City Manager

cc: Honorable Mayor and Members of the City Council
T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Mark McDaniel, Acting First Assistant City Manager

Jill A. Jordan, P.E., Assistant City Manager
Joey Zapata, Assistant City Manager
M. Elizabeth Reich, Chief Financial Officer
Sana Syed, Public Information Officer
Elsa Cantu, Assistant to the City Manager – Mayor & Council
Directors and Assistant Directors

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DALLAS AND RICHARDSON INDEPENDENT SCHOOL DISTRICT

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the CITY OF DALLAS, a Texas home-rule municipality (the "CITY"), and the Richardson Independent School District, ("RISD"), an independent school district located in Dallas County, Texas, may jointly exercise the power to provide governmental services for the public health, safety and general welfare; and,

WHEREAS, the parties desire to enter into this Interlocal Agreement (this "Agreement"), for the provision of police services by the CITY in the RISD's Lake Highlands High School and junior high schools within the limits of both the CITY and RISD("SCHOOLS"); and,

WHEREAS, all obligations of the parties will be funded from their respective current revenues;

NOW THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by CITY and RISD for the mutual considerations stated herein and shall be effective upon execution by both parties:

1. PURPOSE

The purpose of this Agreement is to set forth the terms for the provision of police services by the CITY in the SCHOOLS.

2. DESCRIPTION OF SERVICES AND OBLIGATIONS

The CITY, through its Police Department, (hereinafter referred to as "DEPARTMENT"), shall provide the following services and related activities in RISD schools:

- A. This service is provided with the understanding that each school has different needs. Officers, (which hereinafter means DEPARTMENT Police Officers), assigned to schools will provide an approach, within the guidelines of this Agreement, that is most appropriate for each school at which they work and the circumstances they encounter. Officers and their supervisors will coordinate with school personnel and prioritize their work so that it helps both the RISD and the DEPARTMENT reach their goals.

This program is intended to provide police services to the SCHOOLS. Officers may be called at any time to the SCHOOLS to fill in for or assist other Officers, or to work on special situations. When Officers

assigned to this program are absent, they will be replaced on an as needed basis. Requests for substitute Officers will be made through a Supervisor.

B. Officers assigned to schools are called School Resource Officers ("SRO"). SRO's duties are to:

- a. Assist the RISD with order maintenance by enforcing laws, intervening in disruptions, and engaging in crime prevention activities, which may include awareness of gangs and their actions; and gathering information to assist with crime reduction at school and the surrounding community.
- b. Enforce truancy laws to help keep students in school and prevent crimes committed by truants.
- c. Respond to calls for police assistance from schools and school personnel.
- d. Enforce traffic laws around schools.
- e. Provide a positive role model to students and maintain good relations with the school community, which may include providing information concerning questions about law enforcement topics to students and staff; and providing classroom instruction/lesson plans on a variety of topics, such as alcohol and drug education, and crime prevention education to build rapport with the students and the RISD staff.
- f. Counsel with students and parents to help find solutions to school attendance or criminal behavior problems.

C. When not performing an otherwise required duty that causes them to be out of the assigned area, and when not on an authorized break, SROs will maintain a high state of visibility on and around school campuses by:

- a. Remaining in their assigned area,
- b. Being visible in and around schools before school, during assemblies, lunch periods, and after school, or

- c. Routinely patrolling school halls, lunchrooms, and parking lots for the purpose of preventing criminal activity.
- D. SROs will maintain contact with the school officials. They will keep them advised of their status in a manner similar to that used with police communications.
- E. Officers will ordinarily allow school officials to handle minor violations and disruptions without official police action, except when:
1) requested to do otherwise by the campus principal or department head, 2) requested by the complainant or parent in a criminal violation, or 3) they are required to take action as directed by law or DEPARTMENT policy and procedures. Officers are authorized to investigate incidents to determine if any of the above apply.
- F. SROs will endeavor to interact with students on a non-punitive and positive basis during contacts in the halls, in the lunchrooms, on school grounds, and at special events.
- G. SROs' supervisors ("Supervisors") will:
 - a. Coordinate SROs' activities with RISD personnel to insure the goals of the DEPARTMENT and the RISD are being met in the most effective and efficient manner possible.
 - b. Make scheduled visits with principals:
 - 1. A minimum of twice per year. Once at the beginning and once at the end of the school year, or
 - 2. As needed, or
 - 3. When requested by the principal.
 - c. Keep RISD informed of all the significant activities of the Student Resource Unit ("SRU") and of any other significant police activities in the school that the SRU has knowledge of and that should be brought to the attention of RISD.
 - d. At the beginning of the school year Supervisors will meet with school principals to determine the most effective hours for the SROs. Once hours are set, the DEPARTMENT will provide the RISD a list of SRO assignments and work schedules.

Changes in these assignments and work schedules will be provided as they occur.

3. **GENERAL GUIDELINES AND PROCEDURES**

- A. Principals will be notified of significant actions taken by SROs in their schools. Arrests on a school campus will be reported to the campus principal as soon as practically possible.
- B. Any request for police services not described in this Agreement shall be requested and coordinated through a DEPARTMENT supervisor who may require the request to be made in writing. Requested activities must comply with current DEPARTMENT policies and procedures.
- C. Assignment and scheduling of SROs will be coordinated with principals and RISD administrators to insure that the best working relationships possible are maintained. Changes in assignments/schedules will be made by a SRO supervisor who will coordinate the change with RISD.
- D. SROs are subject to the employment guidelines, personnel rules, policies, procedures, and supervision of the DEPARTMENT and the CITY exclusively, and are accountable to DEPARTMENT Supervisors for their time and activities.
- E. DEPARTMENT Supervisors will make an effort to schedule SROs to maximize the time spent working in schools. Supervisors must adhere to DEPARTMENT guidelines for SRO's attendance at other assignments and use of leave time, and cannot cause any Officer to lose or reduce an employee benefit.
- F. SROs will not be used to enforce RISD or school rules or policies and will not be assigned to a stationary post, or as a hall, lunchroom, or parking lot monitor except to prevent criminal activity and with the approval of a SRO supervisor.
- G. SROs and Supervisors will be selected according to the policies and procedures of the DEPARTMENT. Priorities for filling vacancies will be determined by the staffing requirements of the DEPARTMENT in relation to the need for SROs at the time the vacancy occurs.
- H. At the end of each school year, the Principal of an assigned campus will be asked to comment on the effectiveness of the SRO based at that school. A rating form will be provided by the DEPARTMENT.

Supervisors will take these evaluations into consideration when determining SRO's assignments.

- I. The RISD and the CITY will develop procedures for providing each with necessary information and reports as appropriate.
- J. All comments, criticisms, suggestions, or recommendations on SRO assignments or performance will be immediately referred, without delay, to the Officer's immediate supervisor. The immediate supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision. RISD shall have the right to request that the CITY replace an SRO whose continued placement at a school, in RISD's sole determination, does not further the purposes of this MOU, subject to CITY's personnel rules and standard operating procedures. If the parties are not able to agree as to the removal or replacement of a particular SRO, either party may terminate this Agreement as provided herein.
- K. Officers shall have the final authority in all criminal matters they become involved in as directed by DEPARTMENT policies and procedures, as well as federal, state and local laws.
- L. Nothing in this Agreement shall be construed to prevent an Officer from carrying out his duty as a law enforcement peace officer even if doing so conflicts with the terms and conditions of this Agreement. Nothing in this Agreement shall override any policy or procedure of the DEPARTMENT.
- M. The application of this Agreement is determined by mutual agreement of RISD and DEPARTMENT personnel involved in school police and security. Any separate document describing its application is not valid unless approved by both the RISD and the DEPARTMENT.
- N. The RISD shall fulfill the following obligations in return for the CITY'S performance of the afore stated services:
 - a. Pay to the CITY the actual full cost of providing police services to the RISD (minus the cost, not including overtime, of the two officers funded by CITY, as set out below), as certified by the CITY, of all salaries, benefits (including pension), and approved overtime of SROs hereunder. Actual full cost shall include, as to the rendering of the services described above

including, but not limited to, salary, benefits, (including pension), and overtime of all SROs.

- b. Pay to the CITY 100% of costs (salary and pension contributions, CITY's Medicare contribution, etc.) for overtime scheduled at the request of RISD over and above an Officer's 8-hour shift.
- c. Provide a secure private office equipped with a desk, chair, desk phone, work table, locking filing cabinet, office supplies, Internet-connected computer, and RISD email address for the SRO at each assigned campus. Offices must be set up so that an Officer can conduct an interview in privacy.
- d. CITY will cover the cost of two full-time SROs (minus approved overtime costs) and the parties agree that RISD shall not decrease the number of full-time SROs it funds in the City of Dallas because of the CITY's funding. Notwithstanding the foregoing, if RISD is required to reduce the number of full-time SROs it funds due to reduced budgeted funds, it will notify the CITY at the time the reduction in funding occurs and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.

4. **METHOD OF PAYMENT**

The CITY shall develop detailed annual estimate of the actual full cost of rendering the services set forth in this Agreement. The estimated cost of the Agreement for the ensuing year with a working document showing the basis for the estimated cost will be furnished to the RISD in May for budgeting purposes. Based on this budget estimate, the RISD shall pay one third of that amount in three equal installments on October 1, January 1, and April 1 of each fiscal year. The payment shall be sent to the following address and a copy sent to the office of the CITY's Chief of Police:

City Hall
1500 Marilla Street, Room 2/D/S
Dallas, Texas 75201
Attn: Misc. Tax & License Section

Upon completion of the fiscal year, the actual full costs (including approved overtime) incurred during the year relating to the services rendered herein shall be

calculated and, a determination made of the variance between the amount paid during the year by the RISD and the actual full cost incurred and owed by the RISD. Any amount paid during the year by the RISD in excess of those costs actually incurred shall be refunded to the RISD by the CITY within 30 days of a written request submitted by the RISD. Any amount owed by the RISD as a result of such variance shall be remitted to the CITY within 30 days of a written request submitted by the CITY. Request for a refund by the RISD or a remittance by the CITY must be submitted to the other party within 30 days of the conclusion of the AGREEMENT. Should the AGREEMENT be terminated prior to expiration, said credit or debit shall be promptly paid by the responsible party to the other.

5. **TERM**

The term of this Agreement shall commence on execution and both parties, and shall continue thereafter, subject to the appropriation of sufficient funding by both parties, unless terminated by either party. Either party may terminate this Agreement anytime upon written notice to the other party at least 90 days prior to the date of termination or upon non-appropriation of funds by its governing body. Should either party fail to appropriate funds necessary to fulfill the terms of this Agreement, it shall give immediate notice to the other party and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.

6. **NOTICES AND AGREEMENT ADMINISTRATION**

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

If intended for CITY, to:

CHIEF OF POLICE
City of Dallas
1400 S. Lamar Street
Dallas, Texas 75215

If intended for the RISD, to:

SUPERINTENDENT
Richardson Independent School District
400 South Greenville Avenue
Richardson, Texas 75081

7. CONFLICT OF INTEREST

The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Agreement, to-wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED -- No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale of the City or any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office, or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

The alleged violation of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees."

8. GIFT OF PUBLIC SERVANT

City may terminate this Agreement immediately if RISD has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. (City has been advised by the prosecuting authorities that the Section 36.10(4) exception to Section 37.08 and 36.09 of the Texas Penal Code is not available to public servants who have no legal reporting requirements.)

For purposes of this section, "benefit" means anything reasonably regarded as economic gain or economic advantage, "including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

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

11. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

12. **LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement 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 Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

13. **CAPTIONS**

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

14. **COUNTERPARTS**

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

15. **ENTIRE AGREEMENT**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, including the contract authorized by City Council Resolution No. _____ adopted by the City Council on February 22, 2017, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED AS OF THE ____ day of and month of _____, 2017,
by the CITY OF DALLAS signing by and through its CITY MANAGER duly
authorized to execute this Agreement by Resolution No. _____, adopted by the
City Council on February 22, 2017, and by the RICHARDSON INDEPENDENT
SCHOOL DISTRICT, signing by and through its Superintendent.

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

CITY OF DALLAS
T. C. BROADNAX
City Manager

BY _____
Assistant City Attorney *AK*

BY _____
Assistant City Manager

RICHARDSON INDEPENDENT
SCHOOL DISTRICT

BY _____
Dr. Jeannie Stone
RISD Superintendent

Memorandum



DATE: February 10, 2017

TO: Honorable Members of the Public Safety Committee:
Adam Medrano (Chair), B. Adam McGough (Vice Chair), Sandy Greyson, Tiffinni A. Young,
Jennifer S. Gates, Philip T. Kingston

SUBJECT: **Upcoming *Draft* Agenda Item F: Authorize an increase to the master agreement with Taser International in the amount of \$320,891, from \$1,283,564 to \$1,604,455 for Taser Electronic Control Weapons and accessories for Police - Financing: Current Funds (subject to annual appropriations)**

On September 29, 2014, City Council authorized a five-year master agreement for the purchase of Taser Electronic Control Weapons and accessories by Resolution No. 14-1641. Due to recent purchases, DPD has accelerated the usage on this master agreement. The increase to the master agreement is necessary in order to allow sufficient time to complete a new solicitation process.

The Dallas Police Department is seeking the support and recommendation from the Public Safety Committee to authorize an increase to this master agreement. The item will be placed on the March 22, 2017, City Council Agenda.

Eric D. Campbell
Assistant City Manager

cc: Honorable Mayor and Members of the City Council
T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Mark McDaniel, Acting First Assistant City Manager

Jill A. Jordan, P.E., Assistant City Manager
Joey Zapata, Assistant City Manager
M. Elizabeth Reich, Chief Financial Officer
Sana Syed, Public Information Officer
Elsa Cantu, Assistant to the City Manager – Mayor & Council
Directors and Assistant Directors