1)

**DALLAS COUNTY COMMISSIONERS COURT**

**BRIEFING AGENDA**

**JANUARY 23, 2001**

**REPORTS/RECOMMENDATIONS/REQUESTS**

**PAGE NOS.**

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Court Reconvenes at 2:00 p.m. - SCT Briefing/Disaster Recovery Plan

FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

* Minister’s Letter of Appreciation

DATE(s) TO REMEMBER

Friday, January 26, 2001 - Legislative Briefing
9:00 a.m. to 12:00 noon
Commissioners Courtroom
DATE: January 9, 2001

TO: Commissioners Court

FROM: Kenneth A. Mayfield, Dallas County Commissioner, Dist. 4
Chairman, DWI Task Force

RE: Dallas County DWI Book Cover Drawing Contest and Essay Grant
Underage Alcohol Awareness Campaign

Background

The Dallas County DWI Task Force is a large advisory group established by Commissioners Court in May 1984 consisting of various governmental and community agencies and civic organizations concerned with the DWI problem. The Task Force focuses primarily on public education and legislation asking for support from several State Legislators in helping to pass tougher laws for enforcement and prosecution of DWI violators.

In 1998, the Task Force developed a book cover drawing contest and essay campaign for participation by students in all Dallas County Independent School Districts. It was approved by Commissioners Court and by the Texas Department of Transportation (TxDOT). Shortly after the grant was approved and the campaign underway, TxDOT notified our office and regretfully informed us they were pulling funding for all first time grants because of federal funding issues that year and would consider us at the next available grant cycle. In 1999, we were asked by TxDOT to re-apply.

In November 2000, TxDOT notified the DWI Task Force they were re-approved. In December, TxDOT notified the Task Force that they would need to submit a grant proposal for the second year. After completing the proposal and preparing it for briefing before Commissioners Court, TxDOT then advised my office that they were informed by their Austin office that the grant was approved for three years. Furthermore, future grant proposals for years two and three are not required for approval by TxDOT. Years two and three, which requires county participation, were not included in the original grant for FY 98, although, the contract between TxDOT and Dallas County went to the County Judge’s office for signature and has been signed. At my request, I instructed my office to resubmit the grant proposal to Commissioners Court for approval.

Operational Impact

The TxDOT grant funds will be used to fulfill one of the goals of the DWI Task Force—educating teens about the dangers of drinking alcohol and driving after drinking alcohol though motivational book covers designed by students in the contest. Grant funding provides for the printing of book covers for all grades over a three-year time period and for miscellaneous supplies for the promotion of the program.
Scholarships totaling $5,500 will be awarded to winners (grades 9-12) the first year in which, the DWI Task Force is raising their own funds. Grades 7-12 will be eligible for participation the second year and grades 5-8 the third year. Scholarships and/or prizes will be awarded and the Task Force will raise funds to support the prizes.

The project manager of the Task force will oversee the book cover contest. Hundreds of trained volunteers, specifically School Resource Officers, will meet with students for one day during lunch periods or during a general assembly to promote the program and to talk to teens about the dangerous effects of drinking alcohol and drinking and driving.

Financial Impact

This grant requires a second year county participation of 15%, $4,533 and third year county participation of 25%, $8,215. There are no indirect costs associated with this grant.

Recommendation

It is recommended that Commissioners Court approve the three-year grant.

RECOMMENDED BY: Kenneth A. Mayfield, Chairman DWI Task Force
Project Title: Alcohol Awareness Program Book Cover Drawing Contest

Proposing Agency/Organization: County of Dallas

Address: DWI Task Force

4403 W. Illinois Avenue
Dallas, TX 75211

Contact Person: Brenda Sauls
Title: Project Manager

Phone Number: 214-339-8381 FAX Number: 214-337-9598

Internet Address: Bsauls@dallascounty.org


Amount of Federal Funds Requested:

FY2001: $ 27,822
FY2002: $ 25,689
FY2003: $ 24,647

Attachments: A. Proposed Project Description with Action Plan
B. Proposed Project Budget
C. Supporting Documentation (optional - see proposal instructions)

Authentication: FOR THE PROPOSING AGENCY

Signature: ____________________________
Title: ________________________________
Date: ________________________________

Received by: __________________________
District/Division: ______________________

Page ___ of ___
I. PROBLEM IDENTIFICATION

A. Problem Statement and Documentation: Provide a statement of the nature and magnitude of the current traffic safety problem(s) to be addressed by this project. Use current statistical data (cite source and date of the information) to document the nature and magnitude of these problems. Please provide sufficient data to prove the problem is significant and can be addressed by the proposed activities.

Underage drivers do not understand the dangerous effects of drinking alcohol and the task of driving a motor vehicle. Youth that engage in the consumption of alcohol are considered “at-risk” teens. At risk because they are more prone to engage in risk-taking behavior such as reckless driving resulting in accidents and fatalities, use of illegal drugs, crime, juvenile delinquency, family violence, etc. During the blustery years of adolescence, many feel they are invincible. During these years the majority of youth obtain a driver's license that entitles them the privilege of driving a motor vehicle. Unfortunately, these drivers are not experienced enough to understand the huge responsibility of the driving task, therefore putting other motorists at risk. Adding alcohol consumption to the inexperienced driver increases the risk even greater. Since education plays a major role in influencing the reduction of DWI related accidents, we must teach the importance of developing and applying personal, legal, and moral responsibility to the task of driving a motor vehicle.

In Dallas County, statistical data for DWI related accidents, injuries, and fatalities for ages 14 to 21 indicates a continued need for educational projects. We believe that education and stricter laws will help decrease the number of accidents, injuries and/or deaths. Taking a pro-active approach to the drinking and driving problem saves lives. We must reach young people before an accident, injury, and/or fatality occurs. (Data extracted from Department of Public Safety Lancer System.)

☐ In 1997, according to the Department of Public Safety statistics, 16 minors, ages 21 and under, were killed as a result of alcohol crashes in Dallas County.

☐ Sixteen minors killed in 1997 represents 20% of the total number of fatalities in alcohol related crashes in Dallas County.

<table>
<thead>
<tr>
<th>Year</th>
<th>Accidents</th>
<th>Injuries</th>
<th>Fatalities (under 21)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1993</td>
<td>577</td>
<td>341</td>
<td>18</td>
</tr>
<tr>
<td>1994</td>
<td>622</td>
<td>375</td>
<td>14</td>
</tr>
<tr>
<td>1995</td>
<td>490</td>
<td>318</td>
<td>10</td>
</tr>
<tr>
<td>1996</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>1997</td>
<td></td>
<td></td>
<td>16</td>
</tr>
</tbody>
</table>
II. PROJECT PLAN

A. Problem Solution: The proposed solution should describe the scope of work and activities to be performed to address the traffic safety problem as defined in the problem statement.

Since education plays a major role in influencing the reduction of DWI related accidents, **it is vital to educate youth about the importance of developing and applying personal, legal, and moral responsibility to the task of driving a motor vehicle.**

**EDUCATION & PROMOTION OF BOOK COVER CONTEST**

Trained volunteers will visit schools to promote the book cover contest. While visiting schools, they will give an educational presentation during a lunch period or student assembly on DWI related issues including but not limited to the driving task, moral and legal responsibility, accountability to self, family, community, property, and other drivers, safety, and the dangers of alcohol and drugs. Legal sanctions will be discussed and distributed to all students. Educational handouts will be distributed. In addition, youth will teach youth, educating themselves and peers, about the dangers of drinking and driving by using their own talents in the drawing and essay contest.

**CONTEST -- Three year program designed for grades 8 through 12.**

*Year One* – High School students will kick-off the program the first year.

*Year Two* – Grades 7 through 12 will compete the second year.

*Year Three* – Elementary and Middle Schools will compete the third year.

The winning poster and essay will be printed on a book cover for Fall 2001, 2002, and 2003 distribution to Middle, Junior, and High School students each program year. In addition, the book cover will also provide each student an opportunity to pledge not to drink and drive and provide each parent an opportunity to pledge not to provide alcohol to minors. Legal sanctions, and a directory of agencies and phone numbers for information, treatment, educational materials, and crisis hot lines will be printed on the book cover as well. Book covers will be printed on both sides, front and back.

Book covers will be distributed to Dallas County Elementary, Middle, and High Schools in Dallas County.
B. Objective: The objective indicates the specific purpose of the project.

To conduct an Alcohol Awareness Program in Dallas County schools by September 30, 2001.
To conduct an Alcohol Awareness Program in Dallas County schools by September 30, 2002.
To conduct an Alcohol Awareness Program in Dallas County schools by September 30, 2003.

C. Performance Goals: State the goals as they relate to the objective. Goals should follow the SMART principle — Specific, Measurable, Action-oriented, Realistic, and Time framed.

FY 2001

1. To increase awareness of the risk and consequences of drinking alcohol and the task of driving a motor vehicle for youth 40 Dallas County high schools reaching 50,000 students by September 30, 2001.

2. To have 40 high schools in Dallas County participating in the book cover contest by September 30, 2001.

FY 2002

1. To increase awareness of the risk and consequences of drinking alcohol to the youth of 50 Dallas County high schools and 40 middle/junior high schools reaching 80,000 students by September 30, 2002.

2. To have 90 Dallas County secondary level schools participating in the book cover contest by September 30, 2002.

FY 2003

1. To increase the awareness of the risk and consequences of drinking alcohol to the youth of 40 Dallas County middle/junior high schools and 75 elementary schools reaching 57,500 students by September 30, 2003.

2. To have 115 Dallas County middle/junior high and elementary schools participating in the book cover contest by September 30, 2003.
D. Performance Indicators: List the performance indicators that will be used to measure and evaluate project progress throughout the grant period.

- Number of students competing in book cover contest
- Number of educational presentations at elementary, middle, and high schools
- Number of students attending the presentations
- Number of educational book covers distributed to elementary, middle, and high school students.
- Number of requests for additional educational material
- Number of pledges by students and parents

E. Action Plan: Specify the project activities and time frames by completing Form 1852s.
**OBJECTIVE:** To help educate teens about the dangers of drinking alcohol and the task of driving a motor vehicle through positive motivational book covers.

**TASK:** DWI Book Cover Drawing Contest - 2001

**ACTIVITY:**
- Contest dates confirmed with schools
- Develop Dallas County ISD data base
- Develop Training Manual for presentation to students
- Develop detailed plan for volunteers
- Develop DWI Volunteer data base
- Art work to printer for contest rules
- Develop Press Release and entry form
- Schedule dates volunteers meet with students
- Outline geographic area for assignments
- Train volunteers
- Meet with volunteers to discuss action plan
- Write and mail covering letter to schools
- Art work to schools for newsletters
- Meet with ISD Superintendents to schedule a time to introduce project to teachers, students, PTA's & newsletters
- Meet with volunteers to distribute school materials
- Volunteers to meet with students re. Contest
- Schedule Judging contest location
- Send letters to Judges materials
- Drawings postmarked by January 31
- Sort & number drawings by ISD by Feb 28
- Judging contest by Mar 10
- Announcement of Winners by
  - Letters to Schools
  - Letters to Winners at home address
  - Letters to Dallas County Auditor
- Art work to Walraven Printer by April 30
- Distribution of Bookcovers by August 1

**RESPONSIBILITY**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Teachers/Schools</th>
<th>Project Manager</th>
<th>Project Manager</th>
<th>Project Manager</th>
<th>Project Manager</th>
<th>Project Manager &amp; Task Force Volunteer</th>
<th>Task Force Volunteer</th>
<th>Project Manager</th>
<th>Volunteers</th>
<th>Project Manager</th>
<th>Project Manager</th>
<th>Project Manager/Judges</th>
<th>Project Manager</th>
<th>Teachers/Schools</th>
<th>Project Manager</th>
<th>Walraven Company</th>
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<td>C</td>
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</tr>
</tbody>
</table>

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**Timeline:**

- **2000**
  - MY: P
  - JN: P
  - JL: P
  - AU: P
  - SE: P
  - OC: P
  - NO: P
  - DE: P
  - JA: P
  - FE: P
  - MA: P
  - AP: P
  - MY: P
  - JN: P
  - JL: P
  - AU: P

- **2001**
  - MY: P
  - JN: P
  - JL: P
  - AU: P
  - SE: P
  - OC: P
  - NO: P
  - DE: P
  - JA: P
  - FE: P
  - MA: P
  - AP: P
  - MY: P
  - JN: P
  - JL: P
  - AU: P
## Budget Category I - Labor Costs

### (100) Salaries

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<tbody>
<tr>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>B.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>C.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>D.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**TOTAL SALARIES**

$0  

### (200) Fringe Benefits

<table>
<thead>
<tr>
<th></th>
<th>Federal Funds</th>
<th>Local/State Funds</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>B.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>C.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>D.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**TOTAL FRINGE BENEFITS**

$0  

### (300) Travel and Per Diem

Mileage (documentation of rate is required prior to reimbursement), airfare, car rental, per diem, etc. Reimbursements will be based in accordance with Subgrantee's travel policy not to exceed state rates.

<table>
<thead>
<tr>
<th></th>
<th>Federal Funds</th>
<th>Local/State Funds</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$322</td>
<td>$0</td>
<td>$322</td>
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</table>

**TOTAL TRAVEL & PER DIEM**

$322

**TOTAL LABOR COSTS**

$322
BUDGET CATEGORY II - OTHER DIRECT COSTS:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>FEDERAL FUNDS</th>
<th>STATE/LOCAL FUNDS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>(400)</td>
<td>Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>(500)</td>
<td>Supplies</td>
<td>$3,500</td>
<td>$0</td>
<td>$3,500</td>
</tr>
<tr>
<td>(600)</td>
<td>Contractual Services</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>(700)</td>
<td>Other Miscellaneous</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Office expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>B. Telephone/fax</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>C. Copier services/fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>D. Registration fees (training, workshops, conferences, etc.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>E. Public information &amp; education (PI&amp;E) materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Educational items</td>
<td>$24,000</td>
<td>$0</td>
<td>$24,000</td>
</tr>
<tr>
<td></td>
<td>bookcovers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Promotional items</td>
<td>$0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>(examples: key chains, magnets, pencils, pens, mugs, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>f. Other (specify)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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TOTAL PI&E: $24,000

TOTAL OTHER MISCELLANEOUS: $24,000

TOTAL OTHER DIRECT COSTS: $27,500

BUDGET CATEGORY III - INDIRECT COSTS:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>FEDERAL FUNDS</th>
<th>STATE/LOCAL FUNDS</th>
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<tr>
<td>(800)</td>
<td>Indirect Costs</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</table>

SUMMARY:

TOTAL LABOR COSTS: $322

TOTAL OTHER DIRECT COSTS: $27,500

TOTAL INDIRECT COSTS: $0

GRAND TOTAL: $27,822

Fund Sources:

<table>
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<tr>
<th>Percent Share</th>
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<th>State/Local Funds</th>
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<tr>
<td>100%</td>
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<tr>
<td>0%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</tbody>
</table>

BUDGET NARRATIVE: [Include in narrative form any needed explanations as to specifics on travel (where to, what for, etc.) kinds of equipment, details on large dollar items and subcontracts, etc.]
PROJECT BUDGET FY 2002

ALCOHOL AWARENESS BOOK COVER DRAWING CONTEST

(COUNTY OF DALLAS) (Name of Subgrantee)

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>1- LABOR COSTS</th>
</tr>
</thead>
</table>

(100) Salaries

(____ overtime or _____ regular time; type X in the appropriate blank)

Salary rates are estimated for budget purposes only. Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.

<table>
<thead>
<tr>
<th></th>
<th>Federal</th>
<th>Local/State</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>B.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>C.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>D.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
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<tr>
<td><strong>TOTAL SALARIES</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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(200) Fringe Benefits

<table>
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<tr>
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<th>Local/State</th>
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<tbody>
<tr>
<td>A.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>B.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>C.</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>D.</td>
<td>0</td>
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<td>$0</td>
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<tr>
<td><strong>TOTAL FRINGE BENEFITS</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</table>

(300) Travel and Per Diem

Mileage (documentation of rate is required prior to reimbursement), airfare, car rental, per diem, etc. Reimbursements will be based in accordance with Subgrantee's travel policy not to exceed state rates.

<table>
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<th>TOTAL</th>
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<tr>
<td><strong>TOTAL TRAVEL &amp; PER DIEM</strong></td>
<td>$274</td>
<td>$48</td>
<td>$322</td>
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<tr>
<td><strong>TOTAL LABOR COSTS</strong></td>
<td>$274</td>
<td>$48</td>
<td>$322</td>
</tr>
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</table>
**BUDGET CATEGORY II - OTHER DIRECT COSTS:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Federal Funds</th>
<th>State/Local Funds</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>(400) Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>(500) Supplies</td>
<td>$2,975</td>
<td>$525</td>
<td>$3,500</td>
</tr>
<tr>
<td>(600) Contractual Services</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

(700) Other Miscellaneous

- A. Office expenses: $0
- B. Telephone/fax: $0
- C. Copier services/fees: $0
- D. Registration fees (training, workshops, conferences, etc.): $0
- E. Public information & education (PI&E) materials
  - 1. Educational items = $26,400 bookcovers
  - 2. Promotional items: $0
    (examples: key chains, magnets, pencils, pens, mugs, etc.)

<table>
<thead>
<tr>
<th></th>
<th>Federal Funds</th>
<th>State/Local Funds</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>f. Other (specify)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</table>

**TOTAL PI&E** $22,440 $3,960 $26,400

**TOTAL OTHER MISCELLANEOUS** $22,440 $3,960 $26,400

**TOTAL OTHER DIRECT COSTS** $25,415 $4,485 $29,900

**BUDGET CATEGORY III - INDIRECT COSTS**

<table>
<thead>
<tr>
<th>Category</th>
<th>Federal Funds</th>
<th>State/Local Funds</th>
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<tbody>
<tr>
<td>(800) Indirect Costs</td>
<td>$0</td>
<td>$0</td>
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</table>

**SUMMARY:**

**TOTAL LABOR COSTS** $274 $48 $322

**TOTAL OTHER DIRECT COSTS** $25,415 $4,485 $29,900

**TOTAL INDIRECT COSTS** $0 $0 $0

**GRAND TOTAL** $25,689 $4,533 $30,222

**Fund Sources:**

| Percent Share | 85% | 15% |

**BUDGET NARRATIVE:** [Include in narrative form any needed explanations as to specifics on travel (where to, what for, etc.) kinds of equipment, details on large dollar items and subcontracts, etc.]
# PROJECT BUDGET FY 2003

**ALCOHOL AWARENESS BOOKCOVER DRAWING CONTEST**

(Title of Project)

**COUNTY OF DALLAS**

(Name of Subgrantee)

(Round figures to nearest $)

<table>
<thead>
<tr>
<th>Federal Funds</th>
<th>Local/State Funds</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

## BUDGET CATEGORY 1 - LABOR COSTS

### (100) Salaries

(____ overtime or ____ regular time; type X in the appropriate blank)

Salary rates are estimated for budget purposes only. Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.

A. [list by position] $0 $0 $0
B. 0 0 0
C. 0 0 0
D. 0 0 0

**TOTAL SALARIES** $0 $0 $0

### (200) Fringe Benefits

[To list for each salary range]

A. $0 $0 $0
B. 0 0 0
C. 0 0 0
D. 0 0 0

**TOTAL FRINGE BENEFITS** $0 $0 $0

### (300) Travel and Per Diem

Mileage (documentation of rate is required prior to reimbursement), airfare, car rental, per diem, etc. Reimbursements will be based in accordance with Subgrantee's travel policy not to exceed state rates.

**TOTAL TRAVEL & PER DIEM** $242 $80 $322

**TOTAL LABOR COSTS** $242 $80 $322
BUDGET CATEGORY II - OTHER DIRECT COSTS:

<table>
<thead>
<tr>
<th>Category</th>
<th>Federal Funds</th>
<th>State/Local Funds</th>
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</tr>
</thead>
<tbody>
<tr>
<td>(400) Equipment (specify type/quantity)</td>
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<tr>
<td>(500) Supplies (postage, printing, &amp; office supplies, etc.)</td>
<td>$2,625</td>
<td>$875</td>
<td>$3,500</td>
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<tr>
<td>(600) Contractual Services (specify)</td>
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<td>(700) Other Miscellaneous</td>
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<tr>
<td>A. Office expenses</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>B. Telephone/fax</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>C. Copier services/fees</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>D. Registration fees (training, workshops, conferences, etc.)</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>E. Public information &amp; education (PI&amp;E) materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Educational items = $29,040</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>bookcovers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Promotional items = $0</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(examples: key chains, magnets, pencils, pens, mugs, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Other (specify)</td>
<td></td>
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<tr>
<td>TOTAL PI&amp;E</td>
<td>$21,780</td>
<td>$7,260</td>
<td>$29,040</td>
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<tr>
<td>TOTAL OTHER MISCellanEOUS</td>
<td>$21,780</td>
<td>$7,260</td>
<td>$29,040</td>
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<tr>
<td>TOTAL OTHER DIRECT COSTS</td>
<td>$24,405</td>
<td>$8,135</td>
<td>$32,540</td>
</tr>
</tbody>
</table>

BUDGET CATEGORY III - INDIRECT COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Federal Funds</th>
<th>State/Local Funds</th>
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</tr>
</thead>
<tbody>
<tr>
<td>(800) Indirect Costs Rate at _%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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SUMMARY:

<table>
<thead>
<tr>
<th>Category</th>
<th>Federal Funds</th>
<th>State/Local Funds</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL LABOR COSTS</td>
<td>$242</td>
<td>$80</td>
<td>$322</td>
</tr>
<tr>
<td>TOTAL OTHER DIRECT COSTS</td>
<td>$24,405</td>
<td>$8,135</td>
<td>$32,540</td>
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<tr>
<td>TOTAL INDIRECT COSTS</td>
<td>$0</td>
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<td>$0</td>
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<tr>
<td>GRAND TOTAL</td>
<td>$24,647</td>
<td>$8,215</td>
<td>$32,862</td>
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</table>

Fund Sources:

| Percent Share | 75% | 25% |

BUDGET NARRATIVE: [Include in narrative form any needed explanations as to specifics on travel (where to, what for, etc.) kinds of equipment, details on large dollar items and subcontracts, etc.]
January 23, 2001

To: Commissioners Court

From: Craig Pardue
   Assistant Administrator

Through: Allen Clemson
   Administrator

Subject: Dallas Nature Center Legislative Request

Background
The Dallas Nature Center is a joint project of the City of Dallas, Dallas County, and the Dallas Nature Center Foundation. The City of Dallas is charged with day to day maintenance. Currently there are no city funds for this purpose. The Nature Center Foundation is requesting the authority to charge a visitor fee to fund day to day operations and maintenance. The purpose of this briefing is to bring to the court their request for this authority to be placed in the Dallas County legislative package.

Implementation
If the Court wishes to place this request in the Dallas County legislative package staff will seek a sponsor for this legislation.

Legal Information
This will need to be published as a local bill in an area newspaper before the legislation is filed.

Financial Impact
Historically funds for publication of local bills in our legislative package have been allocated from the Governmental Affairs legislative travel budget.

Recommendation
NA

Prepared by Craig Pardue

Approved by Allen Clemson
January 5, 2001

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director, Communications & Central Services
       Bruce Sherbet, Elections Administrator

Subject: Telephone Support for the General Election - Post Mortem

Background of Issue
On October 3rd, staff briefed the Commissioners Court regarding 6 recommended improvements needed for the telephone support for the general election. The recommended improvements were:

1. Transmission of election data,
2. The ability of election judges to contact the Elections Department.
3. The ability of the Elections Department to contact election workers,
4. The public is not able to reach the Election Department
5. County telephone system is unable to handle the volume of calls.
6. Adequate data to assist in planning support for future elections.

The purpose of this briefing is to assess the effectiveness of each of the measures approved on October 3rd and to recommend additional enhancements that are necessary for improved telephone support for general elections.

Impact on Operations

1) Transmission of election data: Two additional T-1s were added for the transfer of election data which provided a total of 5 T-1s. Each T-1 has 24 lines so this provided a line for each of the approximate 90 reporting locations plus a spare T-1 or 24 lines in the event there were any circuit problems.

RESULTS: All circuits functioned properly and there were no problems with transmitting election data. This support should be used again for future general elections.

2) The ability of election judges to contact the Elections Department: A separate automated call distribution queue with 24 dedicated lines was established for election judges to call the Elections Department. An additional T-1 was added which provided the 24 election workers assigned to this activity a total of 48 dedicated lines.

RESULTS: This queue received 6,431 calls. Of this number 4,196 were answered (65%) and 2,235 were abandoned. For the calls that were answered, the average hold time was three minutes and 35 seconds. However, with the large volume of calls received, there were periods with long waits. The longest wait was 15 minutes and 24 seconds. Many callers chose to call back as opposed to waiting.
but judges reported calling numerous times during the course of the day and their calls were answered. Attachment 1 reflects statistics for answered and abandoned calls.

Only one complaint was received indicating that a judge could not reach the Elections Department. She reports calling 100 times on election day, not getting in after 10 a.m. and being automatically terminated after two minutes and six seconds on each call. Staff placed numerous test calls. All test calls were answered in due course and no calls were terminated. Attachment 1 indicates that 61% of the answered calls and 40% of the abandoned calls held longer than two minutes.

While numerous calls were answered, improvement is needed. The 48 lines serving this queue appears to have been adequate if they had been continually staffed during election day. Telecommunication staff monitored this queue throughout the day and observed the number of call stations that were staffed and answering calls. While the queue was equipped for 24 answering stations, no more than 20 election employees were observed answering calls at any one time and typically, there were 16 or less answering stations logged on and staffed. Future general elections should have all 24 answering stations logged on and staffed at all times.

3) The ability of the Elections Department to contact election workers: Twenty-five cell phones were provided to Election workers so they could contact the Elections Department during early voting and on election day.

RESULTS: Twenty-five cell phones were adequate for election workers. However, on election day it was difficult to get an outbound line from the Elections Department that utilizes the telephone switch located in the Stemmons Building. The Stemmons switch has one in-bound T-1, one outbound T-1 and one roll-over T-1 which handles both in and outbound calls. The volume of inbound calls was such that no roll-over lines were available for outbound calls. This left 24 lines for outbound calls for the total Stemmons facility that includes all of the Health & Human Services operations and the Elections Department. On election day these 24 outbound lines stayed busy at all times. To overcome this, the Health and Human Service employees were asked to limit their outbound calls, additional cell phones were used by the Election Department to call Election workers in the field and tie lines that route long distance calls to the central switch in the Allen Building were used to make outbound calls through the downtown switch. Future general elections should include the 25 cell phones for the election workers in the field and 5 additional cell phones to be used by the Elections Department employees if they experience problems in making outbound calls.

4) The public is not able to reach the Elections Department: The voter registration function is served by an automated call distribution queue with 6 dedicated lines answered by 6 election workers. This queue answers calls from the public and during early voting and on election day, all published Election Department numbers were pointed to this queue or lines. During early voting, calls to this queue were overflowed to the election judge queue. On election day the roll-over or redirection of these call was discontinued.

RESULTS: Call routing changes worked well during early voting. On election day, this queue received 3,895 calls; 1,638 (41%) of these calls were answered and 2,255 were abandoned. Although this queue had dedicated trunking of 6 lines and staffed with 6 election workers, when we
directed the published Elections numbers to be answered by this queue it allowed access from all of the 54 inbound trunks serving the Stemmons switch. While a limit of only 12 calls could be placed into the queue at any one time, the volume of calls was sufficient to keep all 54 inbound trunks busy from the time the polls opened until just before closing. Statistics for this queue are also reflected in Attachment 1.

In future general elections, more dedicated trunking should be used for this queue with a complete separation between Elections and other trunking for Health and Human Services. Also, more agents are required to handle the volume of calls. It is recommended that two additional T-1s (48 lines) with 6 additional election workers (12 total) be provided for subsequent elections.

5) The County telephone system unable to handle the volume of calls: Increased capacity and trunking separation were used to mitigate the impact of the large volume of calls.

RESULTS: A larger volume of calls were received than answered. The phone system handled the load without any malfunctions; however, the volume of calls was such that both in and outbound lines remained in use constantly. Subsequent general elections should include a further increase in capacity with a complete separation between election and other administrative lines.

6) Adequate data to assist in planning support for future elections: A traffic study was scheduled to capture the total volume of calls during election day which would facilitate planning for future elections.

RESULTS: The traffic study was scheduled for election day with the appropriate vendor. The Vendor’s attempts to dial into the switch were not initiated early enough; consequently, the traffic study could not be run. The only statistics available are those generated by the County’s Automated Call Distribution system (Attachment 1) which are only the calls that reached the two election queues. The number of calls that could not reach the elections queues because the switch was at capacity can only be determined by a traffic study performed by an outside vendor. Subsequent general elections should ensure earlier initiation of access or dedicated access to ensure a successful traffic study.

Recommendations
Overall, there were fewer telephone related problems during this general election than in previous elections. Following are practices from this election that should be continued and recommended actions to further improve support:

1) Transmission of election data: Continue to provide the 2 additional T-1s for a total of 5 T-1s for transmission of election data. Approximate cost is $2,000.

2) The ability of election judges to contact the Elections Department:
   • Continue to provide the two T-1s. Approximate cost for the additional T-1 $1,000.
   • Ensure all agents assigned to the election judge queue are available at all times on election
day. No additional cost; use assigned election workers.

3) **The ability of the Elections Department to contact election workers:** Continue to provide 25 cell phones for election workers for use during early voting and election day and 5 additional cell phones should be used in the Election Department on election day to insure they can make and receive calls from field personnel. No cost; phones were a combination of County spares and those borrowed from AT&T.

4) **The public is not able to reach the Elections Department:**
   - Increased trunking capacity for the voter registration queue with two additional T-1s and separate it from other trunking in the Health and Human Service complex. Approximate cost $2,000.
   - Increase the number of voter registration election workers assigned to answer these lines from 6 to 12 on election day. Based on 12 hours per worker at $15 per hour the cost is estimated to be $1080. There is adequate switch capacity to accommodate the increase in lines, however, a physical location must be determined for these additional employees.

5) **The County telephone system unable to handle the volume of calls:** This issue is addressed in issues 1 through 4.

6) **Adequate data to assist in planning support for future elections:**
   - Install a dedicated line for a traffic study. Approximate cost $250.
   - Conduct a traffic study. Approximate cost $500.

**Financial Impact**

The only additional cost for these recommendations over the cost of the improvements approved in the October 3, 2000 briefing is $3350, two T-1s for $2,000 and 6 additional election workers at a cost of $1080 and $250 for a dedicated line for the traffic study. Funding for all of the other recommended improvements were approved in October or have no cost. Funding for the additional cost will be requested as part of the Election Department budget request for FY2002.

atch

CT/sh
### ELECTION DAY 2000

<table>
<thead>
<tr>
<th>QUEUE</th>
<th>Service Level</th>
<th>Average Delay Seconds</th>
<th>Calls</th>
<th>Average Call Length</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>ANSW</td>
<td>ABDN</td>
</tr>
<tr>
<td>VOTER REGISTRATION</td>
<td>5</td>
<td>279</td>
<td>1,638</td>
<td>2,255</td>
</tr>
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<td>ELECTION JUDGE</td>
<td>7</td>
<td>215</td>
<td>4,196</td>
<td>2,235</td>
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<td><strong>Total All Calls</strong></td>
<td></td>
<td><strong>5,834</strong></td>
<td><strong>4,490</strong></td>
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#### Answered Calls

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<th>QUEUE</th>
<th>Average Hold Before ANWS (SECS)</th>
<th>Longest Hold Before ABDN (SECS)</th>
<th>% ANWS</th>
<th>% ANWS</th>
<th>% ANWS</th>
<th>% ANWS</th>
<th>% ANWS</th>
<th>% ANWS</th>
<th>% ANWS</th>
<th>% ANWS</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOTER REGISTRATION</td>
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<td>1,566</td>
<td>8</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>7</td>
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<tr>
<td>ELECTION JUDGE</td>
<td>215</td>
<td>924</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>17</td>
<td>23</td>
<td>12</td>
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#### Abandoned Calls

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<th>QUEUE</th>
<th>Average Hold Before ABDN (SECS)</th>
<th>Longest Hold Before ABDN (SECS)</th>
<th>% ABDN</th>
<th>% ABDN</th>
<th>% ABDN</th>
<th>% ABDN</th>
<th>% ABDN</th>
<th>% ABDN</th>
<th>% ABDN</th>
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</thead>
<tbody>
<tr>
<td>VOTER REGISTRATION</td>
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<td>24</td>
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<tr>
<td>ELECTION JUDGE</td>
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<td>878</td>
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<td>37</td>
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<td>29</td>
<td>4</td>
<td>2</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Service Level is the percentage of time in which 80 percent of calls are answered within 20 seconds.
January 17, 2001

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director, Communications & Central Services

Subject: Victim Identification & Notification Everyday (VINE) System

Background of Issue
In May of last year, the Court approved participation in the state Automated Victim Notification Pilot Study. The purpose of the Pilot Study is to determine the feasibility and requirements for a statewide automated victim notification system that will provide information on offender status and related court events. The Pilot Study uses the Victim Identification and Notification Everyday (VINE) system from Appriss (formerly the VINE Company). Currently, six counties (Bexar, Childress, Collingsworth, Dallas, El Paso and Harris) are participating in the study.

Dallas County had previously contracted for the jail information portion of the VINE system. Participating in the pilot study adds the court events module to Dallas County’s system. Staff briefed the Court in October advising continuation of the pilot study for 2001. Documents (state contract and a service agreement) confirming this continuation were received in December. The purpose of the briefing is to provide the status of implementation of the VINE system and obtain approval of the state contract and the service agreement with Appriss for participating in the second year of the study.

Impact on Operations
The VINE system provides users with direct access to information about offender status and court events 24 hours a day, seven days a week. Victims can access information that is important to their safety or to their case when they want or need that information. This is through a free and anonymous telephone service with no limit on the number of calls. Access is through a toll free number, 1-877-TX4-VINE. An added service is that victims can be notified automatically by telephone when any major change occurs in the offender’s status (i.e., release, etc.) or scheduled court events. A live operator is also available 24 hours a day, 365 days a year, for callers needing technical assistance.
The VINE system functions through an interface with the County mainframe files which captures offender and court event, records and transfers them to the VINE call center. Full operational status was initially planned for the November - December time frame. However, problems identified during testing delayed this. Corrections are nearing completion and implementation should occur during February.

**Financial Considerations**
The jail portion of the VINE system was funded through an extension of the inmate phone contract with Southwestern Bell and the courts module is funded by the State (i.e., the State reimburses Dallas County). Cost for the second year of participation is $67,082.

**Legal Considerations**
The Civil Section of the District Attorney’s Office reviewed and approved the second year contract between Dallas County and the Office of the Attorney General and the Service Agreement Renewal with Appriss.

**Recommendation**
Approve the attached contract and service agreement.

CT/sh

Attachment
December 13, 2000

Chris Thompson, Director
Communications and Central Services
509 Main Suite 608
Dallas, TX 75202

Dear Mr. Thompson:

Thank you for your continued participation in the TEXAS VINE pilot study. Enclosed for your review is a copy of the second year contract between Dallas County and the Office of the Attorney General. This contract outlines the process for participation in the second year of the pilot study. Any concerns with the content of this contract can be directed to either Dr. Dawn Wiatrek at (512) 936-6423 or myself at (512) 936-1653.

You should be receiving under separate cover a contract between Dallas County and Appriss™, provider of the VINE service. Any concerns and/or comments about the content of this contract can be directed to Joe Rayome, Account Executive of Appriss™ at 1-800-816-0491 ext. 3897.

It is our understanding that following your review of these contracts they will be forwarded to the county commissioners for review. Please let us know if there is anything else we can do to assist with the process.

Thank you again for continued support of this project.

Sincerely,

Dr. Brian Ogawa
Director, Crime Victims' Institute
STATE OF TEXAS §

COUNTY OF TRAVIS §

CONTRACT FOR

TEXAS AUTOMATED VICTIM NOTIFICATION PILOT STUDY

OAG Contract No. _________________

Introduction

The Office of the Attorney General, hereinafter referred to as "OAG," and Dallas County, hereinafter referred to as the "PILOT STUDY COUNTY," hereby enter into this contract pursuant to the authority granted by Chapter 791 of the Texas Government Code. Pursuant to §791.011(c)(1) of the Government Code this contract establishes conditions under which OAG will provide funding for the second year of the Texas Automated Victim Notification Pilot Study (TEXAS VINE) to PILOT STUDY COUNTY for a feasibility study in accordance with this section and applicable state laws and regulations.

The parties acknowledge that PILOT STUDY COUNTY is considered a "sub-recipient" of state grant funds in aid of Criminal Justice Division Grant No. SF-01-V30-15074-02; titled Texas Automated Victim Notification Pilot Study (hereinafter referred to as the "Grant" or "Grant Funds"). The parties agree that all obligations of the OAG shall be subject to the actual receipt and availability of Grant Funds from Office of the Governor’s Criminal Justice Division. PILOT STUDY COUNTY agrees to comply with the state laws and regulations applicable to state grants.

OAG and PILOT STUDY COUNTY agree to make and enter into this contract; to faithfully perform the duties prescribed by this contract; and to comply with the terms and conditions of this contract, as follows:

ARTICLE 1. PURPOSE

1.1 The goal of the Texas Automated Victim Notification Pilot Study (TEXAS VINE) is to test a single entry point (one toll-free statewide number) for victims in participating counties and to begin to standardize the information available to victims, related publicity, and staff training. The results of this pilot study will then be presented to the Texas Legislature to determine the feasibility of statewide implementation of a standardized automated victim notification system.
1.2 The Crime Victims' Institute will evaluate: (1) estimates of local government time and costs for maintaining and utilizing the TEXAS VINE system; (2) cost of operation (monthly/annual) for the TEXAS VINE system; (3) methods for system promotion; and (4) victim and staff satisfaction with the TEXAS VINE system.

1.3 The right to be notified of significant events in the criminal justice system is one of the most basic rights afforded crime victims in the Texas State Constitution (Const. Art. I, Sec 30) and the constitutions and statutes of most states. Crime Victims' Institute research findings regarding notification, however, reveal that less than 42% of the violent crime victims surveyed reported having received case notification. Almost 78% of those who were notified expressed that notification was moderately to very useful.

1.4 Notification of the status of the defendant/inmate and court proceedings are important information for victims. The victim's sense of safety from the offender and willingness to participate in the criminal justice system are enhanced when communication is automatic and ensured. Automatic notification coupled with live operator assistance has been implemented in a growing number of states, including at least nine statewide systems and 700 communities.

1.5 Automated victim notification systems are expected to have direct benefits for the criminal justice system in that they provide an efficient manner for the system to fulfill its mandates for victim notification; they allow criminal justice professionals and advocates as well as victims to have immediate access to inmate and offender information; and they free county staff for other responsibilities including more direct and personal contact with victims.

1.6 Although several victim notification systems are in place in Texas, there is currently no standardized system for jail, court, and prison data. For example, the Texas Department of Criminal Justice (TDCJ) has implemented the Automated Victim Notification System for victims whose offenders are incarcerated in TDCJ facilities. This system, however, has no link to county or city facilities, and thus cannot provide victims with information about offenders located in these facilities. Nine Texas counties have or are in the process of implementing notification systems for county jails. Each of these is an individual system, with a separate toll-free number. Multiple systems with multiple telephone numbers can make the process difficult and confusing for victims, especially those who may reside outside the county in which the crime occurred.

1.7 The second year of this project will involve evaluating the Victim Information and Notification Everyday (VINE) system in each participating county. VINE is a proprietary system owned by Appriss™, Louisville, KY 40202. VINE is an automated victim notification system that gives victims, law enforcement officers, court officials, and victim service providers 24 hour telephone access to offense and case information such as jail inmate custody status and court events.
1.8 The VINE system operates by automatically transferring the data entered at jails and courts into a centralized Interface PC provided by the VINE company and placed at each county location. Data is then forwarded at 15 minute intervals from the interface PC to a central telephone processing center in Louisville, Kentucky. It is from there that data is retrieved by victims and others through the use of a toll-free telephone number. In addition, victims who choose to be registered with the VINE system will be notified automatically by telephone when any major changes occur in the offender's status or scheduled court events. A live operator is available 24 hours a day, 365 days a year for victim assistance.

ARTICLE 2. SCOPE OF WORK

2.0 The PILOT STUDY COUNTY agrees to operate a fully functioning and operational victim notification system as implemented in YEAR 1 of this study for both the county jail and district and county courts. The PILOT STUDY COUNTY agrees to comply with the terms and conditions of this contract and to take such actions and activities to comply with the requirements of the scope of work, outcomes, activities and purposes identified in this contract.

2.1 System Life Cycle

2.1.1 Contract with VINE. The PILOT STUDY COUNTY shall individually contract with Appriss™, Louisville, KY 40202 for the services provided by the VINE system. PILOT STUDY COUNTY shall maintain an issues log briefly describing any significant issues that arise during the contracting process, and the resolution to the issues. Subject to the terms and conditions herein and up to the maximum liability as stated herein, the PILOT STUDY COUNTY shall be reimbursed for such budgeted and allowable costs relating to the district and county court participation in the pilot study including operation costs for the VINE system in the district and county courts for the term of this contract.

2.1.2 The PILOT STUDY COUNTY shall manage and maintain the TEXAS VINE system in a manner consistent with acceptable software practices, including but not limited to: (1) configuration management; (2) continuing testing and documentation of unit, integration and system test results; (3) documented change control processes and procedures; and (4) risk management and mitigation processes and procedures.

2.2 System Maintenance and Monitoring

2.2.1 The PILOT STUDY COUNTY shall convene meetings of the county steering committee to oversee system function, system monitoring, system training, and system promotion of the TEXAS VINE system.
2.2.2 The PILOT STUDY COUNTY's Systems Contact Person will monitor the TEXAS VINE system to ensure that it is functioning according to design specifications. The System Contact Person will log any issues arising with the TEXAS VINE system interface. The “System Contact Person” will report these both directly to the steering committee and Crime Victims’ Institute (CVI) staff.

2.2.3 The County Project Coordinator or a designee thereof will oversee that system access controls are in place in a manner agreed upon by all parties participating in the TEXAS VINE pilot project.

2.2.4 Four representatives from the PILOT STUDY COUNTY (including the County Project Coordinator and Systems Contact Person) will meet with VINE representatives and CVI staff in a statewide meeting to discuss issues arising during the first few months of system functioning.

2.3 Project Monitoring and Evaluation

2.3.1 PILOT STUDY COUNTY will cooperate with CVI staff and facilitate periodic site visits for evaluation purposes. At these times PILOT STUDY COUNTY staff (including the County Project Coordinator, the System Contact person, victim service providers, law enforcement, and jail staff) will be interviewed and/or surveyed about their attitudes and opinions of the system, the ease of using the system, and what problems, if any, they had experienced with the system. All such travel costs will be the responsibility of the OAG.

2.3.2 In addition to surveys and interviews, both specified county staff and CVI staff will have access to the VINE Interactive Page (VIP). This page will allow both county staff and CVI staff to monitor the number and type of call in and call outs, as well as aggregate profiles of the victims accessing the services. The County Project Coordinator or a designee will be assigned the role of VIP administrator. The VIP administrator will oversee all VIP access assignments in the county, and ensure that these are handled in a manner consistent with the “policies and procedures” agreed upon by CVI and all participating counties.

2.3.3 The PILOT STUDY COUNTY will distribute a TEXAS VINE call and issue monitoring log provided by CVI to appropriate staff at local police stations, county jails, and District Attorney’s office. All calls received from victims and any issues regarding TEXAS VINE shall be recorded in this log. In addition, District Attorney’s Office Victim Assistance Division staff will be asked to monitor the satisfaction of victims using a standardized survey developed by CVI. All telephone logs and victim satisfaction surveys will be forwarded to CVI monthly.
2.3.4 A user training plan will be developed by the PILOT STUDY COUNTY. The PILOT STUDY COUNTY will provide the OAG with copies of the user training plan and PILOT STUDY COUNTY approvals within five (5) business days of the approval. User training plan is to include a list of the proposed attendees, and proposed dates and locations of staff trainings. The County Project Coordinator will be responsible for overseeing that training is conducted. Appropriate local and county law enforcement, jail and District Attorney’s Office Victim Assistance staff shall receive training. Training shall also be made available to victim advocacy groups in the community.

2.3.5 The PILOT STUDY COUNTY will ensure that all TEXAS VINE promotional materials are distributed to the appropriate offices and are being offered to victims of crime in the county. Staff at all offices receiving the materials will be asked to participate in focus groups to determine the functionality of the materials for both English and Spanish speaking victims.

2.4 General Controls. The PILOT STUDY COUNTY will continue to implement controls to include administrative controls, database controls, security controls, contingency planning, change controls, and quality assurance.

2.4.1 Administrative controls

2.4.1.2 Identification of Costs. The PILOT STUDY COUNTY shall identify and record all costs of operation on a monthly and annual basis according to cost function (e.g., development, operational, and maintenance). The PILOT STUDY COUNTY will prepare and report monthly and annual costs to the Crime Victims Institute.

2.4.1.3 Documentation Control. The PILOT STUDY COUNTY shall document formal procedures which describe each and every activity required as part of the study and operations.

2.4.1.4 Meetings and Travel. From January 1, 2001 through December 31, 2001, periodic trips (up to 4) by Crime Victims’ Institute staff to the pilot study county shall be necessary for evaluation and monitoring purposes. In addition, a statewide meeting with up to 4 representatives from each county will be held in Austin to discuss project related issues.

2.4.2 Database Controls. The PILOT STUDY COUNTY shall obtain and evaluate a description of the vendor’s controls over the database, including, but not limited to, integrity and control of the database, protection of data from unauthorized access, and safeguarding data used by application systems.
2.4.3 **Security Controls.** The PILOT STUDY COUNTY shall maintain security controls over user access, transmission security, and program modification. This shall include but not be limited to approval of a policies and procedures guide for the system Emergency Override Line and VIP webpage.

2.4.4 **Contingency Planning.** The PILOT STUDY COUNTY shall review and modify if necessary its current contingency plan and document procedures, including those for back-up and recovery, with responsibilities clearly defined.

2.4.5 **Change Controls.** The PILOT STUDY COUNTY shall review and modify if necessary its current procedures for requesting and implementing changes to systems and applications. Grant funds have been included in PILOT STUDY COUNTY budget for system enhancements which may include, but are not limited to, the addition of new notification types including arrest notification and protective order notification, and the expansion of the VINE VIP web page. Any changes made to the county's VINE system must be approved by CVI, and must be consistent with the statewide system design.

2.4.6 **Quality Assurance Plan.** The Pilot Study County agrees to implement a quality assurance plan that includes at least the following requirements:

2.4.6.1 The PILOT STUDY COUNTY will review, update and submit to the OAG a detailed quality assurance plan. At a minimum, the quality assurance plan will address: (1) project management methodologies, standards and approaches for risk management; (2) internal controls to minimize development, maintenance, staffing and operational cost; (3) internal controls to minimize data entry errors; and (4) such other quality assurance measures that are agreed on in discussions with the PILOT STUDY COUNTY. The PILOT STUDY COUNTY will be responsible for monitoring the quality assurance plan and will take such actions that are required to comply with the PILOT STUDY COUNTY quality assurance plan and to improve the efficient and effective operation of the system.

2.5 **Application Controls.** PILOT STUDY COUNTY shall incorporate sufficient safeguards to provide reasonable assurance of the accuracy and integrity of information entered into the system. These shall include at a minimum controls in the following areas: (1) edits and checks of the input of data into the VINE system; (2) steps or procedures to ensure that information entered the VINE system is processed correctly; and (3) appropriate measures to verify that information produced by the VINE system is complete and accurate.

2.5.1 **Input Controls.** The PILOT STUDY COUNTY will review and update input controls to ensure timely and accurate data entry.
2.5.2 Process Controls. The PILOT STUDY COUNTY will review and update current controls to ensure that all transactions input are processed.

2.5.3 Output Controls. The PILOT STUDY COUNTY will review and update current output controls to ensure that all data processed is distributed to authorized recipients.

2.5.4 Documentation. These application controls must be documented and will be reviewed for sufficiency by the OAG. These controls must be accepted by OAG and any required changes must be made prior to the beginning of implementation of the VINE system in the PILOT STUDY COUNTIES.

ARTICLE 3. APPLICABLE LAWS AND STANDARDS

3.1 The parties specifically agree and acknowledge that Criminal Justice Planning Grant Funds from the Office of the Governor will be the sole source of funds to satisfy the obligations of the OAG under this contract. Therefore, the PILOT STUDY COUNTY expressly agrees to carry out its obligations in accordance with, and to comply with laws of the State of Texas. These laws specifically include, but are not limited to:

3.1.1 Chapter 783 of the Texas Government Code (the Uniform Grant and Contract Management Act);
3.1.2 the State of Texas Single Audit Circular & Uniform Grant Management Standards ("UGMS") promulgated pursuant to Chapter 783;
3.1.3 OMB Circulars A-102, A-87, and A-133 as modified by UGMS.

ARTICLE 4. CONTRACT TERM

4.1 This term of this contract shall commence upon January 1, 2001 and terminate on December 31, 2001, unless terminated earlier (1) when, in the OAG's sole determination, PILOT STUDY COUNTY has defaulted on any of its obligations under this contract or (2) as provided by another provision of this contract. No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the contract period. Nothing herein shall prevent the parties from revising the period of this contract by written agreement at a later date.

4.2 Subject to the availability of future Grant Funds for this project and the agreement of the parties, this contract may be renewed for an additional period to coincide with the term of future Grants, if any, not to exceed twelve months. Such renewal shall be by a written document executed with the same formalities as this contract.
ARTICLE 5. FUNDING/LIABILITY

5.1 It is expressly understood that any and all of the OAG’s obligations and liabilities under this contract are contingent upon the availability and receipt of the specific Grant Funds applicable to this contract. PILOT STUDY COUNTY shall have no cause of action against OAG for OAG’s nonperformance if such Grant Funds are not available to and received by the OAG. Upon the termination of applicable Grant, all obligations, liabilities and duties of the OAG under this contract shall terminate and this contract shall simultaneously terminate.

5.2 THE OFFICE OF THE ATTORNEY GENERAL AND THE PILOT STUDY COUNTY AGREE THAT THE OFFICE OF THE ATTORNEY GENERAL LIABILITY TO THE PILOT STUDY COUNTY ARISING OUT OF THIS CONTRACT, AND THE PILOT STUDY COUNTY’S SOLE AND EXCLUSIVE REMEDY AGAINST OFFICE OF THE ATTORNEY GENERAL FOR ANY DAMAGES ARISING OUT OF ANY OFFICE OF THE ATTORNEY GENERAL BREACH OF THIS CONTRACT SHALL BE LIMITED TO THE PILOT COUNTY’S DIRECT DAMAGES, BUT IN NO EVENT, SHALL EXCEED THE MAXIMUM AMOUNT THE REMAINING GRANT FUNDS AVAILABLE TO THE OFFICE OF THE ATTORNEY GENERAL THAT HAVE BEEN ALLOCATED TO THE PILOT STUDY COUNTY PURSUANT TO THIS CONTRACT. THE PILOT STUDY COUNTY WILL NOT PURSUE THE RECOVERY OF ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES AGAINST THE OFFICE OF THE ATTORNEY GENERAL AND THE OFFICE OF THE ATTORNEY GENERAL SHALL NOT BE LIABLE TO PILOT STUDY COUNTY FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES FOR CLAIMS ARISING OUT OF THIS CONTRACT.

5.3 Maintain Current Level of Funding. During the period of this contract, the PILOT STUDY COUNTY agrees to at least maintain its current level of support from other funding sources, if any. Funding from this contract shall not be used to supplant or reduce the financial support that PILOT STUDY COUNTY receives from another source. However, whenever possible, the PILOT STUDY COUNTY shall use such funds to increase state or local funds currently available to it for a particular activity.

5.4 Maximum Liability of the OAG. The total amount of this contract to be paid to the PILOT STUDY COUNTY in consideration of full, satisfactory and timely performance of all its obligations as set forth in this contract shall not exceed SIXTY-EIGHT THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS AND NO/100 ($68,122.00) for the duration of this contract, said funds as to be paid coming exclusively from the Grant Funds. Nothing herein shall prevent the parties from amending the total amount of this contract in accordance with terms and provisions herein.
ARTICLE 6. AMENDMENTS

The Parties agree that the terms and conditions of this contract may be modified by the OAG pursuant to Article 22. Otherwise, any alterations, additions, or deletions in the terms and conditions of this contract shall be by written amendment which is executed by both parties. The PILOT STUDY COUNTY shall not be entitled to payment for any additional services, work, or products which are not authorized by an executed contract amendment.

ARTICLE 7. SEVERABILITY

If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue.

ARTICLE 8. ASSURANCES

The PILOT STUDY COUNTY will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

The PILOT STUDY COUNTY agrees that it may not name the OAG in any publication, promotion, advertisement, or solicitation without the prior written approval of the OAG.

The PILOT STUDY COUNTY certifies that, to the extent that section 231.006 of the Texas Family Code (relating to overdue child support obligations) may apply, it is not ineligible to receive the specified grant or payment under this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

The PILOT STUDY COUNTY agrees to comply with the non-discriminatory requirement of the Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis or race, color, disability, religion, sex, national origin, or age.

The PILOT STUDY COUNTY certifies that, to the extent that Article 2.45 of the Texas Business Corporation Act (which prohibits the state from awarding a contract to a corporation that is delinquent in paying its state franchise tax) may apply, it is not ineligible to receive the specified grant or payment under this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
ARTICLE 9. ASSIGNMENT

The PILOT STUDY COUNTY will not transfer or assign its rights or interests under this contract or delegate the performance of its duties under the contract without prior written approval of the OAG.

ARTICLE 10. SUBCONTRACTING

The PILOT STUDY COUNTY shall not enter into any agreement with a subcontractor unless it first has transmitted to OAG a true copy of the proposed subcontract and has obtained the OAG’s prior written consent to execute the proposed subcontract. Any subcontract entered into by the PILOT STUDY COUNTY must be in writing, and include the following information: 1) name and address of all parties; 2) well defined scope of work; 3) measurable method and rate of payment; 4) clearly defined and executable termination clause; and 5) have beginning and ending dates coinciding with the dates of the applicable PILOT STUDY COUNTY contract.

The PILOT STUDY COUNTY must ensure that: 1) the subcontract includes any clauses required by State statutes, executive orders, and their implementing regulations; 2) subcontractors are aware of requirements imposed upon them by state statutes and regulations; and 3) the performance of subcontractor complies with applicable performance requirements imposed on the PILOT STUDY COUNTY by this contract.

The PILOT STUDY COUNTY will be responsible for monitoring the performance of its subcontractors to ensure compliance with applicable state laws, including imposing on subcontractors audit requirements referenced in Article 12 where appropriate. The PILOT STUDY COUNTY will maintain records sufficient to ensure that required audits have been completed in accordance with applicable grant management statutes, rules, regulations, and procedures.

The PILOT STUDY COUNTY agrees that it will be responsible to the OAG for the performance of any subcontractor, including being subject to the imposition of sanctions under Article 22 for subcontractor nonperformance; in no event shall this article relieve the PILOT STUDY COUNTY of the responsibility for ensuring that the performances to be rendered under the subcontracts comply with this contract and applicable state laws.

ARTICLE 11. STANDARDS FOR FINANCIAL AND PROGRAMMATIC MANAGEMENT

The PILOT STUDY COUNTY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and any other applicable state regulations. Those requirements include at a minimum:

1. Financial planning, including the development of budgets that adequately reflect all
functions and resources necessary to carry out authorized activities and the adequate
determination of costs;

2. Financial management systems, including accurate and complete payroll, accounting, and
financial reporting records; cost source documentation; effective internal and budgetary
controls; determination of reasonableness, allocation of costs; and timely and appropriate
audits and resolution of any findings.

The PILOT STUDY COUNTY, and its Commissioner Court, shall bear full responsibility for the
integrity of the fiscal and programmatic management of the organization. Such management shall
include accountability for all funds and materials received from the OAG; compliance with OAG
rules, policies, and procedures, and applicable federal and state laws and regulations; and
correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG’s
monitoring processes. Ignorance of any contract provisions or other requirements contained or
referenced in the contract shall not constitute a defense or basis for waiving or appealing such
provisions or requirements.

ARTICLE 12. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Only those costs allowable under applicable UGMS cost principles are eligible for
reimbursement under this contract. The PILOT STUDY COUNTY acknowledges that it is a
subrecipient of state pass-through funds under the Criminal Justice Planning Fund of the Office of
the Governor. Therefore, the following cost principles, audit requirements, and administrative
requirements shall apply:

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<th>Cost Principles</th>
<th>Administrative Requirements</th>
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<td>OMB A-102 as modified by UGMS</td>
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Copies of these documents referenced above will be provided to the PILOT STUDY COUNTY
by OAG upon request and are incorporated by reference as a part of this contract.

Before incurring any out-of-state travel expenses, the PILOT STUDY COUNTY must obtain
prior written authorization for that travel from the OAG.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated
by the PILOT STUDY COUNTY within the applicable contract period prior to claiming
reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must
be liquidated no later than 30 calendar days after the end of the applicable contract period.

If the PILOT STUDY COUNTY expends $300,000 or more in state financial assistance during its fiscal year, it shall arrange for a single audit of that fiscal year. The audit must be conducted by an independent CPA and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor’s Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities.

If the PILOT STUDY COUNTY is expending less than $300,000 in total state financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

For purposes of this Article, the PILOT STUDY COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to “Federal Grantor Agency(ies)” shall be expanded to read “Federal or State Grant Agency(ies).” All references to “Federal Grant Funds” or “Federal Assistance” shall be expanded to read “Federal and State Assistance;” “Federal Law” shall be expanded to read “Federal or State Law;” and all references to “Federal Government” shall be expanded to read “Federal or State Government,” as applicable.

In procuring any audit services required by this contract and/or by law, the PILOT STUDY COUNTY shall comply with applicable state procurement procedures, as well as any requirements found in UGMS regarding such procurement.

The PILOT STUDY COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

a. thirty (30) days after the issuance of the audit report;

b. within nine (9) months after the end of the audited fiscal year for the PILOT STUDY COUNTY whose fiscal year begins on or after October 1.

The PILOT STUDY COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant access to all program delivery sites to representatives of the State of Texas and or the OAG.

ARTICLE 13. OVERTIME COMPENSATION

None of the funds provided by this contract shall be used to pay overtime. PILOT STUDY COUNTY will be solely responsible for any obligations of overtime pay due to employees.
ARTICLE 14. TERMS AND CONDITIONS FOR REIMBURSEMENT

14.1 For satisfactorily performance pursuant to the terms and conditions of this contract, the OAG will reimburse the PILOT STUDY COUNTY for its actual, allowable costs, up to the total amount of reimbursements stated in Article 27.

14.2 The form of any invoice submitted under this section must comply with the specifications of the OAG and must be submitted in the manner and with the documentation the OAG may require. Invoices shall provide a detailed accounting of the time charged and the respective charge for each increment of time.

Each invoice presented must include the OAG’s contract number. The invoice must identify vendor identification number or social security number, a description of the services provided, the name and division of the OAG contract manager. The invoices must be submitted to:

Attn: Melissa Foley, Grants Coordinator
Office of the Attorney General
Crime Victim Services Division
Post Office Box 12548 Mailcode 005
Austin, TX 78711

14.3 The PILOT STUDY COUNTY shall submit its claims for reimbursement to the OAG on a monthly basis, within twenty (20) calendar days following the end of the month covered by the invoice. The PILOT STUDY COUNTY may submit a make-up claim as a final close-out invoice not later than February 15, 2002 as further referenced in Article 15(A) or forty-five (45) calendar days after termination, whichever is earlier.

14.4 The PILOT STUDY COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller’s Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller’s Office, payment will be remitted by direct deposit and the OAG will discontinue providing the PILOT STUDY COUNTY with copies of reimbursement vouchers.

14.5 Payment under the contract will not foreclose the right of the OAG to recover excessive or unallowable payments. The PILOT STUDY COUNTY shall refund to the OAG within thirty (30) calendar days from date of request any funds the PILOT STUDY COUNTY claims and receives from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.
14.6 The OAG will have the right to withhold all or part of any future payments to the PILOT STUDY COUNTY to offset any reimbursement made to the PILOT STUDY COUNTY for any ineligible expenditures not yet refunded to the OAG by PILOT STUDY COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the PILOT STUDY COUNTY.

14.7 The OAG may deny payment, or in its sole discretion impose sanctions as defined in Article 22, and/or terminate the contract: (1) for failure to submit financial and/or statistical reports of the PILOT STUDY COUNTY as required by Article 15 herein; (2) for failure to respond to financial compliance monitoring reports; (3) for failure to submit independent audit reports as required by applicable OMB Circulars or other applicable law; or (4) if program requirements are not met as specified by the Scope of Work as described in Article 2 of this contract.

ARTICLE 15. REPORTS

The PILOT STUDY COUNTY shall submit to the OAG required financial, program, progress, and other reports as requested by the OAG and in the format that is required by the OAG.

A. Financial Reports: The PILOT STUDY COUNTY must file with the OAG monthly an invoice and the Financial Status Report Detail, regardless of whether or not expenses have been incurred during the month covered by the invoice and Financial Status Report Detail.

The Financial Status Report Detail shall be due not later than the 20th of each month.

A Final Financial Status Report will be submitted not later than forty-five (45) calendar days following the end of the period of this contract covering the entire contract period.

B. Property Inventory Report: The PILOT STUDY COUNTY shall retain a property inventory listing of equipment and other property purchased with funds provided herein and submit an annual cumulative report to the OAG no later than October 31st of each year.

ARTICLE 16. CONFIDENTIALITY AND USE OF CLIENT AND RELATED RECORDS

The PILOT STUDY COUNTY shall have a system in effect to protect victim records and all other documents deemed confidential by law which are maintained in connection with the activities funded under this contract. Any disclosure or transfer of confidential victim information by the PILOT STUDY COUNTY, including information required by Article 15, shall be in accordance with applicable law.

The PILOT STUDY COUNTY, or any subcontractor, shall not transfer or release a confidential, identifiable victim record, to any entity or person without written consent from the victim, or
someone authorized to act on his or her behalf, unless such transfer is required by law. However, the OAG may require the PILOT STUDY COUNTY, or any subcontractor, to provide access to such victim record or information or, to transfer a State record to another agency or to the OAG, to the extent such transfer is allowed by law.

If at any time during the contract period, the PILOT STUDY COUNTY and/or the OAG should decide to terminate the agreement, the OAG may require the PILOT STUDY COUNTY upon request to transfer victim records, either to another entity that agrees to continue the service or to the OAG, to the extent allowed by law.

ARTICLE 17. EQUIPMENT AND SUPPLIES

For purposes of this agreement, “Equipment” means an article of non-expendable tangible personal property having a useful life of more than two years and a per unit acquisition cost of $500 or more. All equipment and supplies purchased with state funds provided herein shall be used for that purpose and will be in the name of the PILOT STUDY COUNTY throughout the contract term(s) to the extent provided by state law. The PILOT STUDY COUNTY’s use and disposition of such equipment and supplies will be subject to state restrictions and state property management requirements, to the extent that the OAG reimburses the PILOT STUDY COUNTY for its purchase with state grant funds.

Prior written approval from the OAG is required for any additions to or deletions from the approved list of equipment purchases. To receive OAG approval to purchase data processing hardware and software, the PILOT STUDY COUNTY must submit to the OAG a detailed justification which includes description of features, make and model, and cost.

The PILOT STUDY COUNTY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure the full availability and usefulness of such assets. In the event the PILOT STUDY COUNTY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it will use the proceeds to repair or replace said assets.

The PILOT STUDY COUNTY agrees that upon termination of the contract, title to all equipment and supplies purchased from funds shall remain with the OAG.

ARTICLE 18. COPYRIGHTS, PUBLICATIONS, AND PATENTS

The PILOT STUDY COUNTY understands and agrees that where funds obtained under this contract may produce original books, manuals, films, or other original material, the PILOT STUDY COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby retained by the OAG, or state government.
The PILOT STUDY COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review and approval of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state grant, if applicable. At least three (3) copies of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided to the OAG free of charge.

ARTICLE 19. QUALIFIED PERSONNEL

The PILOT STUDY COUNTY, by acceptance of funds provided through this contract, agrees and ensures that personnel paid from these funds are fully licensed and/or qualified to perform the required services. The PILOT STUDY COUNTY agrees to be responsible for demonstrating compliance with Section 1706 of the Tax Reform Act of 1939 dealing with the issuance of federal tax documents to federal employees. The PILOT STUDY COUNTY agrees the OAG shall not be liable to the PILOT STUDY COUNTY, its employees, agents, or others for the provision of unemployment insurance or workers' compensation coverage or any other employment benefit.

ARTICLE 20. AUDIT

The PILOT STUDY COUNTY shall retain all financial records, supporting documents, statistical records, client records, and any other records or books relating to the performances called for in this contract. The PILOT STUDY COUNTY shall retain all such records for a period of three (3) years after the expiration of the term of this contract, or until the OAG is satisfied that all audit and litigation matters are resolved, whichever period is longer.

The PILOT STUDY COUNTY shall grant access, without prior notice, to all books, records, documents, papers, and de-identified client records pertinent to this contract to representatives of the OAG, the State Auditor of Texas and other authorized representatives of the State of Texas, for the purposes of inspecting, auditing, or copying such books, records and documents, and shall require any subcontractor to do likewise. The PILOT STUDY COUNTY will be responsible for obtaining and providing any and all necessary releases for such access to client records, if requested by the OAG, State Auditor and other authorized representatives of the State of Texas, or pertinent authority. All inspections will be performed in such a manner as will not unduly delay the work.

Any deficiencies identified by the OAG upon examination of the PILOT STUDY COUNTY records will be conveyed in writing to the PILOT STUDY COUNTY. The PILOT STUDY COUNTY's resolution of findings will also be conveyed in writing to the OAG within a time frame established by the OAG. A determination by the OAG of either an inadequate or inappropriate resolution of the findings may result in the withholding of funds, as provided for in this contract. Any such withholding of funds will remain in effect until the findings are properly remedied as determined by the OAG.
Authorized representatives of the OAG and the State Auditor and other authorized representatives of the State of Texas, shall have the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed, including the work and premises of subcontractors. The PILOT STUDY COUNTY will participate in and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be performed in such a manner as will not unduly delay the work being performed by the PILOT STUDY COUNTY.

The OAG has the right to audit billings of the PILOT STUDY COUNTY and of its subcontractors in connection with this contract both before and after payment. The OAG and the State Auditor, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and client records of the PILOT STUDY COUNTY for the purpose of inspection or obtaining copies for making audit, examination, excerpts, evaluations, litigation or other circumstances that may arise and transcripts of transactions related to the contract.

ARTICLE 21. – Reserved for expansion

ARTICLE 22. SANCTIONS

The PILOT STUDY COUNTY agrees and understands that sanctions may be imposed by the OAG both for programmatic and financial noncompliance. To this end, the OAG at its own discretion may impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. The OAG has the right to:

1) terminate all or a part of the contract. The OAG has no obligation to reimburse PILOT STUDY COUNTY for costs resulting from an obligation incurred by the PILOT STUDY COUNTY after termination of this contract unless expressly authorized by the OAG’s notice of termination;

2) suspend all or part of the contract by temporarily withdrawing the PILOT STUDY COUNTY’s authority to obligate funds pending compliance by the PILOT STUDY COUNTY or its subcontractor(s), or pending a decision to terminate or modify the contract. The PILOT STUDY COUNTY costs resulting from obligations incurred by the PILOT STUDY COUNTY during a suspension are not subject to reimbursement under this contract unless expressly authorized by the OAG’s notice of suspension;

3) temporarily or permanently withhold payments to the PILOT STUDY COUNTY in order to recover payments made to this program for undocumented, disputed, inaccurate, or erroneous claims; obtain refunds for overpayment for any reason; or obtain compliance;
4) refuse to renew or enter into future contracts with the PILOT STUDY COUNTY for a certain period of time not to exceed two (2) years;

5) delay contract execution with the PILOT STUDY COUNTY while other proposed sanctions are pending resolutions;

6) unilaterally amend all or a part of the contract as a result of the noncompliance;

7) accelerate monitoring of the PILOT STUDY COUNTY by the OAG for a period not to exceed six (6) months, at which time items of noncompliance must be resolved or substantial improvements shown by the PILOT STUDY COUNTY to the OAG's sole satisfaction;

8) require the PILOT STUDY COUNTY to obtain technical or management assistance and suspend payment to the program until it obtains such assistance;

9) disallow claims by rejecting costs or fees claimed for payment or reimbursement by the PILOT STUDY COUNTY;

10) establish additional prior approvals for expenditures of funds by the PILOT STUDY COUNTY;

11) require additional, more detailed, financial and/or programmatic reports to be submitted by the PILOT STUDY COUNTY;

12) demand and obtain repayment from the PILOT STUDY COUNTY;

13) reduce the contract funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the contract;

14) take any other action which is deemed appropriate to accomplish the purposes of this contract.

Prior to the imposition of a sanction, the OAG shall notify the PILOT STUDY COUNTY in writing, with the exception or breach, which may be unannounced. The PILOT STUDY COUNTY must file, within fifteen (15) calendar days of receipt of notice, a written response to the OAG acknowledging receipt of such notice and explaining how the PILOT STUDY COUNTY will correct the noncompliance. The sanction is effective immediately upon receipt of written notice from the OAG, unless the OAG provides otherwise in its notice.

The PILOT STUDY COUNTY may request a review of the imposition of the following sanctions: termination of all or part of the contract; suspension of all or part of the contract;
permanent withholding of payments; denial of contract renewal or future contract awards, and contract amendments as a result of the noncompliance. The PILOT STUDY COUNTY must make the request for review in writing to the OAG within fifteen (15) calendar days from the date of notification of the action to be reviewed.

ARTICLE 23. TERMINATION

In addition to other provisions herein allowing termination, this contract shall terminate upon full performance of all requirements contained herein, unless extended by written amendment in accordance with Article 6. Prior to completion of the contract term, all or part of this contract may be terminated for any of the following reasons:

1) This contract may be terminated by the OAG at any time with or without cause when, in the sole determination the OAG, termination is in the best interests of the State of Texas. Termination is effective immediately upon receipt of written notice.

2) The PILOT STUDY COUNTY may terminate the contract after 30 calendar days if it determines that the OAG has committed a material breach of any term(s) of the contract and it so notifies the OAG of that breach in writing. The terminating party shall provide written notice to the other party at least thirty (30) calendar days prior to the intended date of termination. Prior to serving any written notice of termination pursuant to this provision, the PILOT STUDY COUNTY shall identify in writing to the OAG the circumstances creating the material breach and allow the OAG thirty (30) calendar days to cure the material breach.

If either party gives notice of its intent to terminate all or part of this contract, the OAG and the PILOT STUDY COUNTY shall try to resolve any issues related to the anticipated termination in good faith during the notice period. Termination of all or a part of this contract, shall discharge the OAG and the PILOT STUDY COUNTY from any further obligation under this contract except that the parties may be entitled to equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of the PILOT STUDY COUNTY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 24. SURVIVAL OF TERMS

Termination of this contract for any reason shall not release either party from terms and conditions of this contract that (i) the parties have expressly agreed shall survive any such termination or (ii) by their nature would be intended to be applicable following any such termination.
ARTICLE 25. DISPUTE RESOLUTION.

25.1 The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the OAG and by PILOT STUDY COUNTY to attempt to resolve any claim for breach of contract made by the PILOT STUDY COUNTY:

25.1.1 PILOT STUDY COUNTY’s claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, PILOT STUDY COUNTY shall submit written notice, as required by subchapter B, to Michael McCaul, Deputy Attorney General or his designate. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of PILOT STUDY COUNTY and the OAG otherwise entitled to notice under the parties’ contract. Compliance by PILOT STUDY COUNTY with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

25.1.2 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is PILOT STUDY COUNTY’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under Section 25.1.

25.1.3 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by OAG nor any other conduct of any representative of OAG relating to the contract shall be considered a waiver of sovereign immunity to suit.

25.2 The submission, processing and resolution of PILOT STUDY COUNTY’s claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are (or will be) found in the Texas Administrative Code.

25.3 Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Professional, in whole or in part.
ARTICLE 26. GOVERNING LAW AND VENUE

This contract shall be construed in accordance with and governed by the laws of the State of Texas, except for its provisions regarding conflicts of laws. The venue of any suit brought for any breach of this contract is fixed in any court of competent jurisdiction and all payments shall be due and payable in Travis County, Texas.

ARTICLE 27. BUDGET

Personnel: N/A
Fringe: N/A
Travel: $1,040 One statewide meeting
Equipment: N/A
Supplies: N/A
Contractual: $67,082

Total: $68,122

Total reimbursement shall not exceed $68,122.
ARTICLE 28. ENTIRE AGREEMENT

This contract represents the entire agreement between the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

The signatory executing this contract on behalf of PILOT STUDY COUNTY warrants and guarantees that he or she has authority to execute this contract on behalf of PILOT STUDY COUNTY and to validly and legally bind PILOT STUDY COUNTY to the provisions of this contract.

EXECUTED IN TRIPlicate ORIGINALS ON THE DATES SHOWN.

PILOT STUDY COUNTY:

By: ________________________________
(Signature of person authorized to sign contracts)

______________________________
(Name and Title)

Date: ______________________________

OFFICE OF THE ATTORNEY GENERAL

By: ________________________________

______________________________
(Andy Taylor, First Assistant Attorney General)

(Name and Title)

Date: ______________________________
December 12, 2000

Chris Thompson
Records Building
509 Main Street
Dallas, TX 75202

Dear Chris:

I want to thank you once again for your support of The VINE® System. As you know, VINE® provides a vital link between victims of crime and their assailants as each case is processed within the criminal justice system.

We have provided two copies of the Service Agreement Renewal Notice. Please send one signed copy back to us at your earliest convenience and keep one for your records.

The VINE Company has recently changed its name to Appriss, Inc. We will continue to provide the VINE® Service under our new name.

If you have any questions or concerns, feel free to call me at 1.800.816.0491 x3899.

Once again, thank you for allowing Appriss, Inc. the opportunity to provide you with the opportunity to provide automated victim notification for the victims of crime in El Paso County, Texas.

Sincerely,

Laura Ried
Business Coordinator
Service Agreement Renewal Notice

CUSTOMER NAME:  Dallas County, Texas

LOCATION:  Dallas, Texas

ORIGINAL SERVICE AGREEMENT DATE:  Addendum to add Dallas to pilot – April 4, 2000

EXPIRATION DATE:  December 31, 2000

RENEWAL DATE:  January 1, 2001

RENEWAL TERM:  12 months

NEW CONTRACT EXPIRATION DATE:  December 31, 2001

CONTRACT PRICING:  $67,082 ($4,123 of this fee is in system enhancements and shall not be billed unless approved by the county and Crime Victim’s Institute)

This renewal notice extends all terms of the original agreement during the RENEWAL TERM shown above. All pricing, service terms, and other contract conditions are in force and remain unchanged during this renewal period unless specifically noted below. No interruptions in delivery of service will occur in relation to this service agreement renewal.

Contract Changes: Pricing
2. Cost of potential enhancements added in.

AUTHORIZATION:

APPRISS, INC., BY:

[Signature]

C. Douglas Johnson
Vice President of Sales and Marketing

CUSTOMER BY:

[Signature]

Name  Title

Provider of the VINE Service
DATE: January 16, 2001

TO: Commissioners Court

THROUGH: Philip B. Scheps
Budget Officer

FROM: Rick Voorhies
Grants Planner

SUBJECT: Office of Justice Programs Grant Authorization Letter for the DIVERT Court

With the knowledge of Commissioners Court the DIVERT program has been seeking additional funding from multiple sources to augment the county’s financial support of the treatment aspects of the program. The purpose of this briefing is to inform the Court of a grant application currently under development.

The U.S. Department of Justice, Office of Justice Programs (OJP), has announced the availability of funds under the Drug Court Program for FY2001 and is accepting applications for new grant funding. Applications are due to OJP by February 26, 2001. The grant application must be filed and signed electronically.

President Clinton has requested Congress provide $50.0 million for this drug court program. Funding is pending but applications are due as OJP anticipates full funding of the program. DIVERT Court is seeking an Enhancement grant. Enhancement grant applications can be for funding for up to $300,000 for up to two (2) years.

As a part of the application process, OJP is requiring that the County, prior to making application for a grant, file a Letter of Authorization signed by the County CEO allowing someone other than the CEO to file the application and sign it on behalf of the County. The Letter of Authorization is due to OJP by February 12, 2001.

The grant application is jointly being written by the staff of the DIVERT Court and Office Budget and Evaluation. The grant application is requesting treatment funding to support the
DIVERT Court program.

The application is in its beginning phase of development. OJP did not have the application packet available until the week of January 8th.

Because of the short amount of lead-time for the application, the completed application will be Briefed and Court Ordered on February 20th. At the time of the formal briefing, all operational, programmatic, financial, budgetary, and legal data concerning the grant will be provided the Court.

The purpose of this briefing is to provide the Commissioners Court early warning of the application and to make a recommendation regarding the signing of the Letter of Authorization to OJP.

**Operational Impact**

The formal written Letter of Authorization is a required part of the application process. A copy of the Proposed letter is attached to this briefing. The letter allows the DIVERT Court to be the administering agency for the grant rather than Dallas County, and stipulates Ms. Carol Todd, DIVERT Program Manager, as the contact person for questions concerning the application, and as the person authorized to file the application electronically and sign the County Judge’s name to that application.

**Recommendation**

The Office of Budget and Evaluation recommends to the Commissioners Court that the County Judge be authorized to sign the Letter of Authorization which stipulates the DIVERT Court as the administering agency for the grant and Ms. Carol Todd as the contact person authorized to file the application electronically and sign the County Judge’s name to the application.

At the time of the formal briefing of the application, the Commissioners Court may decide that the grant is not appropriate for Dallas County. At that time, the Court may choose not to apply for the grant and the signature authority would be automatically rescinded.

Attachment
January 16, 2001

Ms. Marilyn Roberts  
Director  
Drug Courts Program Office  
810 Seventh Street NW, Eighth Floor  
Washington, DC 20531

RE: FY2001 Program Enhancement Grants

Dear Ms. Roberts:

As the County Judge for Dallas County, Texas, on behalf of Dallas County, Texas, I hereby authorize the DIVERT Court as the official representative of Dallas County, Texas authorized to apply to undertake a drug court program or project in whole or in part. This designation is made pursuant to the authority conferred upon me by Section 901 (c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC § 3791(c), and it is effective as of January 31, 2001.

Any additional correspondence concerning this drug court grant should be directed to the DIVERT Court. The appropriate contact person at that agency is Ms. Carol Todd, who can be reached at 214/653-5340 (fax 214/653-5347).

Sincerely,

Lee F. Jackson  
County Judge  
Dallas County, Texas
January 17, 2001

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Utilizing Unincorporated Area CDBG Funds for Cottonwood Creek Preserve Improvements

BACKGROUND

The County’s capital improvement plan contains $100,000 in FY2003 for a series of park improvements at the County’s Cottonwood Creek Preserve in Wilmer. So that it would be possible to have these improvements installed two years earlier than presently scheduled, staff would suggest they instead be financed from the $238,794 in unallocated unincorporated area CDBG funds that the County currently has available.

IMPACT ON OPERATIONS

Cottonwood Creek Preserve, which contains 223 acres, was acquired in 1989. Featuring 200-year-old pecan trees, it is the largest recreational facility in Wilmer, and it is the largest open space preserve that the County has in the area between U.S. 67 and the Trinity River. The planned improvements for this preserve include a picnic pavilion, a concrete parking lot, entrance monuments, and a connecting sidewalk.

Increasing the public’s utilization of the County’s open space system is one of the goals that was set two years ago by the Court for the open space program. The construction of these improvements should not only help increase the public’s use of this preserve, but they will also improve the area’s aesthetics and complement a new low-water crossing that Road & Bridge District 4 constructed at the preserve last year.

Utilizing CDBG funds to finance these improvements would also greatly assist the County in its effort to meet HUD’s annual CDBG spending requirements; the County’s CDBG program must spend approximately $2.1 million during the period of August 1, 2000-July 31, 2001.
While the CDBG funds that would be used to implement the project at this time were originally allocated for unincorporated area projects, the County presently has no unincorporated area projects that are ready for implementation (a study that will assess the feasibility of providing water and sewer service to an unincorporated area north of DeSoto is about to get underway, but since the study has not yet begun, it is not clear what its findings will be).

Also, the County has previously used unallocated unincorporated area CDBG funds for non-unincorporated area projects; $21,791 of unincorporated area CDBG funds was used last year on the aforementioned low-water crossing at this preserve; these funds were used for this purpose since there were no projects available in the unincorporated area and since the low-water crossing would benefit County property and hence constitute a County public improvement as an unincorporated area activity would.

The preserve, as well as these new improvements, would be maintained by the City of Wilmer under an existing use agreement. Staff has discussed the proposed improvements with the City, and the City is prepared to immediately begin maintaining them should the Court wish to proceed with their construction at this time.

**IMPACT ON FINANCE**

Staff would propose that $100,000 in unallocated unincorporated area CDBG funds (00466.0000.08130.1999.0000.0000.09161) be used to finance this project following the successful completion of a thirty-day public comment period. Of this $100,000, $3879 would be used to procure surveying services from Dal-Tech under the County’s indefinite quantities contract; the remainder would be used to finance the construction of the improvements.

Allocating $100,000 of CDBG funds for this project would leave a balance of $138,794 in unallocated unincorporated area funds; these funds will then increase by approximately another $120,000 when the County allocates its FY2001 CDBG funds this summer.

Should the Court concur with this proposal to use CDBG funds to accelerate the implementation of this project, then the $100,000 that is contained in the FY2003 capital improvement plan can either be released to fund other capital improvement projects or used to reimburse the CDBG program.

**PROJECT SCHEDULE**

It is anticipated that the project would be fully constructed and completed by July 31, 2001.
M/WBE INFORMATION

Dal-Tech is a certified M/WBE firm.

RECOMMENDATION

It is recommended that, following the successful completion of a thirty-day public comment period, $100,000 of unallocated unincorporated area CDBG funds be used to finance the construction of open space improvements at the County’s Cottonwood Creek Preserve and that $3879 of this amount be used to procure associated surveying services from Dal-Tech.

Recommended by:

J. Allen Clemson, Administrator

cc: Ryan Brown, Budget Office
    Doug Keesey, Public Works
    Virginia Porter, Auditor
    Mary Phinney, Open Space
    Crystol Birdwell, City of Wilmer
    George Edwin, Chairman, Open Space Board
January 23, 2001

MEMORANDUM

TO: The Honorable Commissioners Court

FROM: Shirley Rapp, Purchasing Analyst

SUBJECT: Contract Extension for Recycling Services
RFP No. 2000-036-241

BACKGROUND/ISSUE

The Commissioners Court awarded a contract to two vendors for Recycling Services on January 25, 2000. Vista Fibers was awarded the contract for recycling paper products and Okon Metals, Inc. was awarded the contract for recycling steel cans and metal products. The contracts were for an initial one year period beginning January 25, 2000 through January 24, 2001 with two additional one year options to extend.

Both contracts are managed by the Community Service Program which is now under the direction of Facilities Management. Both parties recommend the extension of the contracts for an additional one year period. Both Vista Fibers and Okon Metals, Inc. are agreeable to extend the contract for an additional one year under the original contract terms and conditions. Current Vendor Statistical Reports are attached for your review.

FINANCIAL IMPACT

The contract is a revenue generating contract. Following is the amount of revenue generated and landfill reduction over the past year.

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<tr>
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<td>Paper Recycling</td>
<td>$3,306.75</td>
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<td>Metal Recycling</td>
<td>$1,113.56</td>
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<td>Landfill Reduction</td>
<td>66,724 CY</td>
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RECOMMENDATION

The recycling program continues to generate some income, and reduce the amount of trash removed from County facilities and transported to a landfill. As a result, the Purchasing Department in conjunction with Facilities Management recommend the extension of RFP 2001-036-241 with Vista Fibers and Okon Metals, Inc. for an additional one year period beginning January 25, 2001 through January 24, 2002.

Should the Court concur with the recommendation, a court order will be scheduled for the next formal agenda.

RECOMMENDED FOR APPROVAL

John Cantwell, Purchasing Director

cc: Mack Richardson, Facilities Management
January 11, 2001

Shirley Rapp
Dallas County Purchasing
509 Main St., Records Building
6th Floor, Room 623
Dallas, TX 75202

Dear Shirley:

Okon Metals, Inc. agrees to the first scrap metal contract renewal option.

Sincerely,

Louis Okon
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CHECK ONE: Minority-Owned Firm Certification #

Women-Owned Firm Certification #

Non-Minority Owned Firm

Issued by

Typed Name and Title: Louis Okon, President
facsimile transmittal

To: Shirley Rapp/Dallas County  
From: Yitki Walls/Sales Manager x212  
Re: SOLICITATION #2000-036-241  
Date: 01/12/01  
Fax: 214-653-7449

Vista Fibers would like to extend the solicitation #2000-036-241 with Dallas County for recycling services.

Also attached is an updated vendor statistical report.

Please contact me if you have any questions.
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<td>Women-Owned Firm Certification II</td>
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<tr>
<td>Non-Minority Owned Firm</td>
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M E M O R A N D U M

TO: COMMISSIONERS COURT
FROM: BETTY CULBREATH-LISTER, DIRECTOR
DATE: January 23, 2001
SUBJECT: THE ST. LOUIS ENCEPHALITIS PROGRAM (SLE) FOR FY’2001

BACKGROUND

It is time once again to request that the Commissioners Court approve the Dallas County Health and Human Services Department’s St. Louis Encephalitis Program for 2001. This program will allow the County Entomologist and Service Maintenance Support Technicians to provide for the surveillance of SLE in the county by bleeding chickens and checking for any sign of the disease. Mosquitoes, which carry the disease, bite the chickens and thereby allow for detection of SLE in the area.

The chickens are purchased by the County, as is the grain to feed them. Contracting families which provide care for these chickens will be paid $3.50 per live chicken, and allowed to keep the chickens at the end of the surveillance period.

Due to previous outbreaks of St. Louis Encephalitis, the Dallas County Health and Human Services Department’s Environmental Health Division has continued to carry out a surveillance program annually. The purpose of this program is to protect the citizens of Dallas County from vector-borne diseases associated with mosquitoes.

IMPACT ON OPERATIONS AND MAINTENANCE

As required during previous years, in order to carry out the program three (3) part-time Service Maintenance Support Technicians will be needed. All positions are currently approved in the 2001 Budget. Additional staff will be needed only in case of an emergency.
FINANCIAL IMPACT/CONSIDERATIONS

The annual recurring cost for the program in 2001 will be $2,701.50. Funding source is Department 500, expense codes 126 and 403. See attached list for cost associated with this project.

LEGAL INFORMATION

The District Attorney's Office has reviewed and modified the Agreement content, and the Agreement has been approved as to form.

PROJECT SCHEDULE

The project will be carried out by the Dallas County Health and Human Services Environmental Health Division, Vector Control section. The project will begin March 1, 2001 and will be completed November 30, 2001.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the County’s Environmental Health Division to enter into an agreement, a copy of which is attached hereto as Exhibit A, with residents of the County to maintain sentinel poultry flocks as part of the Department’s St. Louis Encephalitis Program to monitor the presence of Encephalitis viruses in Dallas County.

Recommended by: Betty Culbreath-Lister, Director

cc: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
EXHIBIT A

CHICKEN FLOCK AGREEMENT
(FY'2001)

Date: ____________________________

I. ________________________________________________________________________________

(First) __________________________ (M.I.) __________________________ (Last) __________________________

(First) __________________________ (M.I.) __________________________ (Last) __________________________

acknowledge receipt of twelve (12) chickens from the Dallas County Health and Human Services Department for use in detecting St. Louis Encephalitis.

I agree to feed and care for these chickens to the best of my ability. I agree to keep these chickens confined to my premises and keep said premises in a clean and sanitary manner. I hereby authorize the county Entomologist and Service Maintenance Support Technicians to enter upon my premises at all reasonable times and without prior notice for the purpose of bleeding and inspecting chickens.

I understand the following:

A. All living chickens will become my property after November 30, 2001.

B. I will receive 600 pounds of chicken feed to be used in maintaining the above-mentioned chickens. (Three (3) bags of feed will be delivered on the 1st week of May, July, August and September).

C. I will receive three dollars and fifty cents ($3.50) per chicken for all chickens of the original twelve chickens alive on November 30, 2001.

I agree to waive any claims against Dallas County, its officers or employees, for injury or illness to persons or damage to property which may arise or occur as a result of my possession of these chickens and the testing to be performed on them. I agree that venue for any disputes arising from this Agreement shall be in Dallas County, Texas.

SIGNATURE_____________________

ADDRESS_____________________

CITY/ZIP_____________________

TELEPHONE_____________________


## SLE SURVEILLANCE PROGRAM
### (SUMMER OF 2000)

<table>
<thead>
<tr>
<th>Number or Quantity</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>120 @ $3.00 per chicken</td>
<td>Live Chickens</td>
<td>$360.00</td>
</tr>
<tr>
<td>6000 lbs. @ 9.90 Per 100 lbs.</td>
<td>Scratch</td>
<td>$594.00</td>
</tr>
<tr>
<td>10 families (12 chickens Per family) will be paid $3.50 per chicken still alive after 11/30/00</td>
<td>Contracting families for SLE program</td>
<td>$420.00</td>
</tr>
<tr>
<td>12 samples @ $20.00 Per shipment</td>
<td>Chicken Blood samples sent to State lab in Austin</td>
<td>$240.00</td>
</tr>
<tr>
<td>30 samples @ $20.00 Per shipment</td>
<td>Live Adult mosquitoes Sent to State lab in Austin</td>
<td>$600.00</td>
</tr>
<tr>
<td>650 lbs. @ .75 per lb. Dry Ice</td>
<td>To bait mosquito Traps</td>
<td>$487.50</td>
</tr>
</tbody>
</table>

**TOTAL COST FOR PROGRAM**  
$2,701.50
MEMORANDUM

Date: January 17, 2001

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Approval of Per Diem Rate Increase For Cornell Corrections of Texas, Inc. (DBA Campbell A. Griffin Residential Treatment Center)

Background of Issue

The Dallas County Juvenile Department historically contracts with community-based providers for standard residential services. The Dallas County Commissioners Court approved the Juvenile Department’s request to contract with Cornell Corrections of Texas, Inc. (DBA Campbell A. Griffin Residential Treatment Center) for contracted residential services for FY 1999 and approved the contract renewals with this agency for FY 2000 and 2001. The approved per diem rates paid to this agency for FY 1999 residential services have remained the same for FY 2000 and 2001. Cornell Corrections of Texas, Inc. has requested the per diem rates be increased and to waive transportation costs for those youth allowed home visitation. The purpose of this briefing is to secure Commissioners Court approval to increase the per diem rates for this agency and waive those transportation costs during the remaining term of their FY 2001 contract. This matter will be submitted to the Dallas County Juvenile Board, for its approval, at the January 22, 2001 Board meeting.

Cornell Corrections Of Texas, Inc.

Cornell Corrections Of Texas, Inc. operates the Campbell A. Griffin Residential Treatment Center located in San Antonio. This facility is licensed by the Texas Department of Protective and Rehabilitative Services and provides Level Of Care (LOC) IV and V residential treatment services for 96 males and females, ages 12-17. The profiles of youth traditionally accepted at this facility include those with substance abuse problems, youth who may have been neglected or abused and youth with moderate emotional issues. This department has relied upon this facility to accept our LOC V youth who require treatment for emotional issues at lower per diem rates.

2600 Lone Star Drive, Box 5 Dallas, Texas 75212 (214) 698-2200
The term of the initial contract was for one year from October 1, 1998 through September 30, 1999 (FY 1999) with an option to renew the contract for two additional twelve month periods (FY 2000 and 2001) if the provider met all contractual obligations and operated an effective program. This contract was approved for renewal for those two additional years.

The current per diem rates approved by Commissioners Court with Cornell are $70 for LOC IV and $80 for LOC V. These rates are the lowest of all existing contracted residential providers with the Juvenile Department. The maximum Texas Juvenile Probation Commission (TJPC) LOC rates are $88.42 for LOC IV and $106.66 for LOC V. Cornell claims they can provide their services to youth from other county jurisdictions at maximum TJPC rates and are losing money by providing services to Dallas County youth at the current approved per diem rates. Cornell requests that we increase their per diem rates to the maximum TJPC rates. Due to economic demands, Cornell contends that without the requested rate increase they will discharge all Dallas County youth prior to their estimated successful discharge date and not accept any more Dallas County placements.

Options

This department currently has 25 youth (19 at LOC IV and 6 at LOC V) placed at the Campbell A. Griffin facility with six months or less in treatment. These 25 youth would require replacement at other contracted residential treatment facilities at per diem rates of $80 and $95 for LOC IV and V respectively. Replacing these youth is not a favored option as their treatment and success would be interrupted and in some cases, youth may have to restart their treatment at additional costs to the county.

This department has extensively negotiated with Cornell regarding their request to increase their per diem rates to the maximum TJPC rates. Upon Juvenile Board and Commissioners Court approval, Cornell has agreed to accept this department’s offer by continuing treatment for all Dallas County youth at per diem rates of $80 and $95 for LOC IV and V for the remaining term of the FY 2001 contract.

This department agreed to eliminate transportation costs paid by Cornell for those youth who qualify for home furloughs. For FY 2001 thus far, approximately four youth have been allowed home furloughs from Cornell by bus transportation at a cost of $272. We estimate that a total of $800 will need to be paid by this department for the remainder of FY 2001 for future transportation costs.
Operational Impact

The Contract Services unit will continue to monitor this contract. There will be no operational changes affected with the approval of a per diem rate increase. Our Placement unit staff will coordinate payment for costs of transportation for youth allowed home visitation with the parents.

Performance Measures

On September 5, 2000, the Court was briefed on the Juvenile Department’s recommendation to renew contracts with existing residential providers. Included in that briefing was the two year performance history for the Campbell A. Griffin facility that included the successful discharge rates, recidivism and length of stays for successful discharges. This information is provided below. Overall, their performance in these areas has been slightly above average as compared to all other contracted residential treatment facilities. During the past two years, the average length of stay for youth successfully discharged from this facility has remained below the standard mean for all other contracted residential facilities. In doing so, this department has been able to place additional youth by the savings achieved through shorter lengths of stay.

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<thead>
<tr>
<th></th>
<th>FY 1999</th>
<th>FY 2000</th>
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<tbody>
<tr>
<td>Total Recidivism</td>
<td>31.4% (31.4% mean)</td>
<td>31% (32% mean)</td>
</tr>
<tr>
<td>Successful Discharge</td>
<td>66.6% (69% mean)</td>
<td>76% (69% mean)</td>
</tr>
<tr>
<td>Length of Stay in Days (Successful Discharges)</td>
<td>231 (270 mean)</td>
<td>214 (270 mean)</td>
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</table>

Fiscal Impact

The increased cost of $10.00 for the 19 youth at LOC IV ($80.00 total per diem rate) for a nine month length of stay will be $51,870 and the increased cost of $15.00 for the 6 youth at LOC V ($95.00 total per diem rate) for a nine month length of stay will be $24,570 for a combined total per diem increase of $76,440 for the remainder of FY 2001. The estimated transportation costs for home furloughs to be paid by this department during the remainder of FY 2001 is $800. This amount combined with the $76,440 per diem rate increase totals $77,240. Funding needed for this increase will come from the Juvenile Department’s 5110 budget and by grants provided by the Texas Juvenile Probation Commission and Criminal Justice Division. If these increases are not approved, this department will have no option but to replace all 25 youth at other contracted residential facilities. Those per diem rates will be at the amounts Cornell has now agreed upon or possibly higher. Replacing these youth may require some to restart their treatment at additional costs to the county.
Legal Impact

The existing contract with Cornell Corrections of Texas, Inc. was approved as to form by the Assistant District Attorney and approved for renewal by the Commissioners Court in September 2000. The only amendments to the contract are the increase in per diem rates and waiving transportation costs paid by Cornell for youth on home visits. The contract amendment (attached) has been approved as to form by the Assistant District Attorney, John Dahill.

Recommendation

It is recommended by the Juvenile Department that the Dallas County Commissioners Court approves the request to amend the contract with Cornell Corrections of Texas, Inc., and to authorize the Dallas County Judge to sign the contract amendment on behalf of Dallas County.

Recommended by: Michael K. Griffiths, Director
AMENDMENT NO. 1

TO THE

CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

DALLAS COUNTY JUVENILE DEPARTMENT
(JUVENILE DEPARTMENT)

AND

CORNELL CORRECTIONS OF TEXAS, INC.,
(CONTRACTOR)

I. PURPOSE:


II. AMENDED PROVISIONS:

Except as specifically stated herein, Contract Amendment No. 1 shall not change any other contractual provision agreed upon in the original contract; each provision shall remain in effect throughout the term of the agreement. Section 3. A. 1. and Section 9. D. of the original contract are deleted in their entirety and the following provisions are substituted therefore, respectively.

3. SCOPE OF WORK

A. Contractor agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed or Juvenile Board certified child care facilities which meet the requirements of 59.0007(a)(1) or 59.008(a)(1) of the Texas Family Code.
Residential Child Care Services, i.e., room, board, competent supervision, access to an accredited educational program and counseling as defined by the applicable State of Texas Health and Human Services Commission and Criminal Justice Division Levels of Care.

1. For LEVEL OF CARE IV and in consideration of the above-mentioned services, Juvenile Department agrees to pay Contractor an amount not to exceed $80.00 per client per day. This fee does not exceed the actual cost of child care for Contractor, which is $88.42 per child per day.

For LEVEL OF CARE V and in consideration of the above-mentioned services, Juvenile Department agrees to pay Contractor an amount not to exceed $95.00 per client per day. This fee does not exceed the actual cost of child care for Contractor, which is $106.66 per child per day.

These rates will become effective from the date of execution of this Contract Amendment No. 1.

9. OBLIGATIONS OF JUVENILE DEPARTMENT

D. Juvenile Department agrees to provide for transportation to Contractor facility at the time of admission and from Contractor facility at the time of discharge. Reimbursement for transportation costs must be approved in advance by a member of Juvenile Department Contract Services staff. Contractor is responsible for all transportation incidental to the care of the child, including medical and dental visits. Contractor may request that parents contribute to transportation costs for furloughs from placement however, Contractor is not responsible for transportation costs for furloughs from placement.

III. TERM:

This Contract Amendment No. 1 will take effect from the date of execution until September 30, 2001.
IV. ACCEPTANCES:

By their signatures below, the representatives of Juvenile Department and Contractor executing this contract amendment represent that they are duly authorized to execute the contract amendment on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

DALLAS COUNTY

JUVENILE DEPARTMENT

______________________________
Mike Griffiths, Director

Date: ______________________

DALLAS COUNTY and
DALLAS COUNTY JUVENILE BOARD

______________________________
Date: ______________________

Judge Lee F. Jackson
Dallas County Judge and Chairman
of the Dallas County Juvenile Board

Approved as to form:

______________________________
Date: ______________________

John B. Dahill
Assistant District Attorney
MEMORANDUM

Date: January 17, 2001
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director
Subject: Release of FY 2001 Request For Proposals by the Youth Services Advisory Board

Background of Issue

The Juror Fund program began in FY 1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for Juvenile Department use are allocated to direct service programs that focus on new or innovative approaches in assisting youth. The Youth Services Advisory Board (YSAB) is responsible for selecting recipients of Juror Fund direct services allocations for approval by the Juvenile Board and Commissioners Court.

The YSAB members have had ongoing dialogue during their monthly meetings to determine the type of services that would be requested in the RFP. Board members researched a concept known as "Best Practices" as it relates to preventing juvenile crime. After thorough discussion, the Youth Services Advisory Board agreed to request services based on "Best Practices" in the prevention of juvenile crime.

Overview of "Best Practices"

A key issue in the field of juvenile justice is identification and replication of intervention strategies that are effective in preventing juvenile crime. Much attention has been focused at the national level on scientific research into strategies to determine those programs that are effective. "Best Practices" are those strategies and programs which are deemed research-based by scientist and researchers at a national juvenile justice organization. These are strategies and programs which have been shown through substantial research and evaluation to be effective at preventing and/or delaying juvenile delinquency and/or substance abuse.

Best Practices delinquency prevention/intervention research has found that programs targeting only the youth, rather than the whole family, do not allow families to reap optimal benefits from the prevention efforts. Although efforts focusing on the youth should continue, mounting evidence demonstrates that strengthening the family has a more enduring impact on the child. According to research, improving parent practices and the family environment is the most effective and enduring strategy for reducing juvenile delinquency and associated behavioral and emotional problems. Best Practices Programs also suggest that family environment is an important factor in deterring the use of alcohol and/or other drug use in youth.
Thus, the YSAB has determined that there is a need to increase the utilization of family based services within geographical areas that have been identified as high risk, due to the large number of youth who are referred to the Juvenile Department from these areas.

Agencies responding to the RFP may submit program designs that replicate a “Best Practice” model program design or utilize the agencies pre-existing program design. Statistical data must be attached supporting the effectiveness and efficiency of the program.

**Operational Impact**

Juvenile Department staff will assist the Youth Services Advisory Board with the proposal release and evaluation process. The YSAB juror fund committee will evaluate the proposals and will make recommendations for contract award. The Juvenile Department Contract Services Unit will administer and monitor the contracts when the selection process is completed. Financial and programmatic audits will be conducted to ensure quality programming.

**Fiscal Impact**

This project will be supported by the Juror Fund. The Juror Fund has allocated $601,887 for existing programs. The “Best Practices” program will be funded at $20,833 a month for 16 months totaling $333,333. FY 2001 total funding for the “Best Practices” program is $83,332, bringing the Juror Fund FY 2001 total funding allocation of all juror funded programs to $685,219. There will be an approximate remaining balance of $243,402 available to fund additional services for FY 2001.

**Legal Impact**

The Request For Proposal was written by the Juvenile Department's Contract Services staff, using standard language that meets requirements of the Purchasing Department. Prior to release, the Request For Proposal will be submitted to the District Attorney's Office for final review and approval.

**Recommendation**

It is recommended that the Dallas County Commissioners Court approves the request by the Juvenile Department and the Youth Services Advisory Board to release the Request For Proposals No. 2001-057-768 for non-residential community based prevention/intervention services utilizing a “Best Practices” model.

**Recommended by:**

Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5  
Dallas, Texas 75212  
(214) 698-2200
MEMORANDUM

Date: January 16, 2001
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director
Subject: Naming the Dallas County Emergency Shelter

Background of Issue

The Juvenile Department requests permission to name the Emergency Shelter after former Juvenile Probation Officer Marzelle C. Hill. Ms. Hill was the first African American Probation Officer employed by the Department and is respected by former and current employees for her outstanding work with at-risk children. Her career with the agency began in 1935 and lasted over 34 years. Ms. Hill’s family has been contacted about this recommendation and is in agreement with the idea.

This request will be considered by the Dallas County Juvenile Board at their January 22, 2001 meeting.

Dallas County does not have a formal policy governing the naming of County buildings, however a portion of the County’s buildings are named for officials who have made an important contribution to the County. Some examples include Frank Crowley Court Building and the Lew Sterrett Justice Center, named for County Judges; Bill Decker Detention Center, named for the County’s longest serving Sheriff; George L. Allen Sr. Courts Building, named for the first African American elected to County office. Typically, these officials have been deceased for some time prior to being honored in this fashion.

The Henry Wade Juvenile Justice Center, is named for the long-time District Attorney who is still living. Other facilities are named in remembrance of officers killed in the line of duty, including the Ray Kovar Center, the Suzanne L. Kays Jail, and most recently, the Garland sub-court building was named for Constable E.J. Harris.
Other buildings and conference rooms are named for individuals who have made significant contributions to the County. Commissioners Court re-named the Dallas County Secure Post-Adjudication Residential Facility the Lyle B. Medlock Youth Treatment Center in honor of Mr. Medlock’s long-term service to the community. A school in the Youth Village was named for Quintin B. Corley approximately twenty years ago. The Letot Center was named for the family that originally donated the land to Dallas Public Schools to build an elementary school. The Letot name was retained when the County took over the school building to house a juvenile justice program. The Kenneth Mitchum Gun Range was named for the long-time range master who helped initiate the new gun range.

**Fiscal Impact**

Facilities personnel have estimated that it will cost $1,000 to place new signs on the building. The Department proposes to use unallocated reserves to cover the cost of this request.

**Recommendation**

It is recommended that the Dallas County Commissioners Court approve the Juvenile Department’s request to name the Emergency Shelter “Marzelle C. Hill Transition Center” in honor of her wonderful contributions to the citizens of Dallas County.

Recommended by:  

Michael K. Griffiths, Director
NO. 33 Years - JUV.

EX PARTE

MARZELLE C. HILL

NO LONGER DELINQUENT

IN THE JUVENILE COURT

OF

DALLAS COUNTY, TEXAS

TO THE CHIEF PROBATION OFFICER AND THE DIRECTOR OF COURT SERVICES OF DALLAS COUNTY, TEXAS, AND KENNY HETZEL, AUTHORIZED DEPUTY:

YOU ARE HEREBY DIRECTED TO ATTACH THE FOLLOWING PERSON AND DELIVERY HIM TO WYATT'S PRESTON FOREST SHOPPING CENTER, DALLAS, TEXAS; MAY 21ST, 1971, 12:00 NOON:

Name: Marzelle C. Hill, a retired female, age 21+

Address: 4711 Harry Hines Boulevard, Dallas, Texas, 75235

STAFF OF THE DALLAS COUNTY JUVENILE DEPARTMENT - JUVENILE BOARD AND THE COMMISSIONER'S COURT.

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 26TH DAY OF APRIL, 1971.

Notary Public in and for Dallas County, Texas
A R E S O L U T I O N

"Rest is not quitting the busy career
Rest is but fitting of life to its sphere."

WHEREAS, MARZELLE C. HILL after almost three-score-and-ten years of a life of unselfish service for others has today accepted her well-deserved retirement from her post of Probation Officer of the Dallas (Texas) Juvenile Department, and

WHEREAS, for nearly 35 years she has been devoted to serving the interests of underprivileged children of all races and creeds with fairness, sympathy and understanding, reclaiming many misguided boys and girls for useful lives, and

WHEREAS, she is an honored graduate of Wiley College, an honor-student in social work at the Universities of Colorado, Chicago and Denver and the holder of several awards and recognitions from YWCA, PTA and Chambers of Commerce for her outstanding juvenile work in the Dallas area,

NOW, THEREFORE, be it resolved by the members of the Juvenile Board of Dallas County that it hereby recognizes the commitment and dedication of Marzelle C. Hill to a generous and unselfish life-time of service to her community and its less fortunate children and wish her the joy and satisfaction of an earned retirement that comes from a task "well done."

A copy of this resolution will be spread upon the minutes of the Juvenile Board and a copy furnished to her as evidence of Dallas County's debt to her for her contribution to the public welfare of many of its citizens.

Done at Dallas, Texas, this 21st day of May, 1971.

[Signature]
Mrs. David B. Hill
1441 Autumn Leaves Trail
Dallas, Texas 75241

Dear Marzelle:

It was most thoughtful of you to send me a card of congratulations on my assuming senior status. I appreciate it very much, especially your kind remarks.

I remember with pleasure our association when I was in the 14th Court and the many trials and tribulations we had. But it was all interesting and rewarding.

I look forward to the continuation of our friendship.

With best wishes, I am

Sincerely yours

Sarah T. Hughes
May 14, 1971

Dear Marzell:

I was sort of shocked to hear of your retirement. I know of no one I have enjoyed working with more than you throughout the many years. Your retirement is a great loss to the Juvenile Department as well as all of Dallas County. It makes me a little sad that I cannot attend the luncheon honoring your many years of service, but unfortunately I will be out of the State.

I hope you enjoy retirement, but above all don't forget your many friends in county government.

Sincerely,

W. L. "LEW" STERRETT

WLS: g

Ms. Marzelle Hill
4711 Harry Hines Blvd.
Dallas, Texas 75235
June 3, 1971

Mrs. Marzelle Hill
1441 Autumn Leaves Trail
Dallas, Texas 75241

Dear Mrs. Hill,

I read with a great deal of interest the lengthy newspaper story relating to your retirement. Many of the details in the story brought back fond memories and recollections of a long period of professional association and friendship.

Please accept my very best wishes for a lengthy and rewarding retirement experience.

Sincerely yours,

Millard J. Heath
Executive Officer

MJH:LD
June 7, 1971

Mrs. Marzelle Hill
1441 Autumn Leaves
Dallas, Texas  75241

Dear Marzelle:

Please accept my sincere congratulations and a true expression of friendship on the occasion of your retirement from the position of Senior Probation Officer for Dallas County.

You have earned the accolades of the many friends who admire you and your good works, as Fannie and I do.

Through the years, you have contributed to the ongoing of this great City and helped make life brighter in every corner in which you appeared. Again, I wish to assure you of our interest and of our love and affection.

Sincerely,

A. Maceo Smith
Dear Marzelle,

The picture they showed of you in the paper could have been taken 32 years ago! Not much change. And that broad, generous smile is the most characteristic expression they could have got. Reflects your whole disposition.

It all reminded me of the depression days when we tried to stave off disaster, sometimes to ourselves as well as others, down on Ervay and Browder. It was in King Lear, I think, that Shakespeare said, "Adversity doth make brothers of us all", and somehow in those years 1939-43 we developed a close relationship as a staff that has survived the years in good shape.

Retirement may not mean what many persons think. It seems sometimes that I have retired in reverse. Actually, I never said or thought 'retirement'; it has been a change of pace with far more flexibility. It took me a year to level off at a good, relaxed approach to life, and I recommend it. It has been lots of fun, and I still get enough licks in to satisfy my conscience and pay the monthly bills.

Congratulations on a fine career. It must be a source of real satisfaction to look back on the years of constructive effort you have made for people who needed you. It should be. I have thoroughly enjoyed a sort of 'grandfather's role', where I have all the fun and none of the responsibility, and I imagine you, too. It is nice, 'in a way, and you still get the feeling that you are doing something worthwhile.

All the best.

Sincerely,

[Signature]

Campbell Loughmiller
April 30, 1988

Mrs. Marzelle Hill
1441 Autumn Leaves Trail
Dallas, Texas 75241

Greetings:

From 1936 to 1971, Mrs. Marzelle Hill served children and families of Dallas County as a Dallas County Juvenile Probation Officer.

We recognize you today for your distinction of being the first Black Juvenile Probation Officer in the Dallas County Juvenile Department.

As a living pioneer, you established credibility and opened doors for other Black professionals seeking to be a part of the Juvenile Justice System.

We, the staff of the Dallas County Juvenile Probation Department, salute you, Mrs. Hill, and extend to you our deepest gratitude for the service you gave to our community.

In appreciation,

Diane P. McGauley, Deputy Director of Juvenile Services
Mrs. Marzelle C. Hill, who has more than thirty years of social work to her credit has been named outstanding woman of the year by Iota Phi Lambda Sorority, and will be honored at its Fashion Scholarship Tea, given in the home of Mr. and Mrs. Richard A. Leach, Sunday from 4:00 to 7:00 p.m.

During her long tenure of social work employment Mrs. Hill also had community and civic interests and was or is active with National Probation Association; North Texas Juvenile Officer's Association; Texas Correctional Association; National Council on Crime and Delinquency; Progressive Voters League; Director of Negro Chamber of Commerce; YWCA, Maria Branch, committee of management and Y Teen committee; TMCA Boys work committee; Nursery Schools committee of council of social agencies; PTA council; Community Round-Table and Zeta Phi Beta Sorority.

Mrs. Hill is the wife of David B. Hill, retired government employee.
SOCIAL WORKER GETS SCHOLARSHIP TO SUMMER SEMINAR.—Mrs. Marzell C. Hill, a counsellor for the Dallas Juvenile department for the past 20 years, has been given a scholarship to attend a summer seminar at the University of Chicago. Mrs. Hill is shown here as she is being given a check by Miss Jeanette Woodard, left, and Miss Mae Pearl Burns, center, representatives of the Town North Business and Professional Women’s club, which annually grants scholarships for advanced study to one or more persons who work with juveniles. Town North is one of Dallas’ wealthiest and most exclusive residential and business sections. Mrs. Hill, daughter of an early Dallas dentist, is married to David B. Hill, a postal employee for the past 26 years. They have one daughter, Mrs. Robert Burns Jr., of Fort Belvoir, Va., and two grandsons. Mrs. Hill is herself an outstanding civic worker having served as a member of the board of directors of the Dallas Negro Chamber of Commerce for more than a decade. Formerly a teacher in the public schools of Dallas, she has been employed by the Dallas County Juvenile department for the past 20 years during which she has counselled more than 10,000 children from broken homes and victims of other social troubles and frustrations. Although Mrs. Hill has done additional study in her field of social work at the University of Denver and the University of Colorado, this will be her first opportunity for accredited study. She has attained an enviable reputation as a specialist in juvenile problems among social workers of both races in all parts of Texas. Said she of the gift: “It means that the work to which I have given my life is important and I am pleased to have made some small contribution to the advancement of this work among my people.” At the close of the seminar Mrs. Hill will be joined by her husband for a short vacation before they both return to their work.
Few Help Girls in Trouble

By MAGGIE KENNEDY, Staff Writer

Girls don't steal bicycles anymore. They've graduated to bigger things. Like auto theft, drugs and burglary.

Many of them don't do anything but run away from home. Not just once but many times.

When they're caught for the third time they come under the supervision of the girls' delinquency division of the Dallas County Juvenile Department and probation officers.

"UNTIL ABOUT 10 years ago all we did was advise them on the legal aspects of their problem," said Mrs. Marzelle Hill, who has some 31 years experience with the juvenile department, 4711 Harry Hines.

"But today we take a different approach," she added. "We are more like social workers and we receive more advanced training in education, psychology and the problems of the day, so we can work more effectively.

"Our attitude now toward a girl is that she has a family problem as well as community, church and school problems," she explained.

Last year, 1,913 girls in trouble were referred to the girls' delinquency division by their parents, schools, police or other agencies for third-time misdemeanors, felonies, drugs and truancy.

"We have more runaways and incorrigibles See FEW on Page 3

Community Lags in Facilities To Aid Girls With Problems

Town North B&PW Club scholarship winners Mrs. Marzelle Hill, left, and Susan Venner, center, both probation officers with the Dallas County Juvenile Department, talk with club president Melody Tune Douthitt.

—Staff Photo by J. R. Compton.
Mrs. Marzelle C. Hill's recent retirement from the Dallas County Juvenile Department after 30 years of service, "left a void we're not going to be able to fill," says Luster P. Gollaher, director of court service at the department. "She is the greatest - she has a lot of compassion and a lot of interest in the children, and the ability to get along."

When Mrs. Hill began work at the juvenile department in March, 1936, she became the first Negro probation officer to work with the county, according to Gollaher.

LIKE HER FATHER, Mrs. Hill was a pioneer, but unlike her father she did not succeed at first. Gollaher pointed out that because of public opinion about Negroes at that time, Mrs. Hill was laid off in 1939, and she began work with the County Welfare Department. "She was such a good worker that we tried hard to get her back and it took two years," he said.

Mrs. Hill was hired again as a probation officer in April, 1941, and remained until her retirement last March 31. Her successor is 25-year-old Miss Arlinda McCowan, who has a degree in sociology from North Texas State University, and was employed for the past 16 months as a case worker at the Gainesville School for Girls.

MRS. HILL is the oldest of five children of Dr. M. C. Cooper, a pioneer dentist of Texas, and his wife Genevie, a Dallas school teacher. Mrs. Hill was educated in the Dallas public schools, Wiley College and has done graduate work at the University of Colorado at Denver, and the University of Chicago. She has also attended numerous training periods and seminars on social work and probation.

Although she has spent more than 30 years with the Dallas County Juvenile Department, Mrs. Hill has been a foster home supervisor, case worker...
First African-American Probation Officer Passes

Marzelle Cooper Hill

My Father's way may twist and turn, my heart may throb and ache; but in my soul I am glad to know He maketh no mistake.

My cherished plans may go astray, my hopes may fade away, but still I trust my Lord to lead, for He doeth know the way.

Though night be dark and it may seem that day will never break, but I'll pin my faith, my all, on Him; He maketh no mistake.

There's so much now I cannot see, my eyesight is far too dim; but come what may, I'll simply trust and leave it all to Him.

For by-and-by the mist lifts, and plain it all He'll make through all the way, though dark to me, He maketh not one mistake.

MRS. MARZELLE COOPER HILL passed away June 4, 1993 after a long illness. She was born July 20, 1902, at 1521 Villars Street where the family home still stands. Her father Marcellus Clayton Cooper was the first Black dentist in the State of Texas and her mother Genevieve Turley-Cooper was a school teacher. She was born during the time of the horse and buggy and the time where very few people had plumbing and water. Mrs. Hill could recall

See Marzelle Hill Page 4
In 1972, she was selected as "Woman of the Year" by Psi Chapter of Iota Phi Lambda Sorority; and in 1991, she was honored as a "Living Legend" by the Junior Black Academy of Arts and Letters. Mrs. Hill received numerous awards from the Dallas community and her church, Bethel AME. Prior to Honorary Membership, she was an active member of the Royal Art Social and Charity Club for approximately 50 years.

She was preceded in death by her husband of 50 years, David Hill, and is survived by her daughter, Frances Willetta Hill-Burns. Other loved ones include: two sisters, Dorothy C. Rhone and Doris M. Anderson and her husband, Dr. Edmond Anderson of Dallas; two brothers, Marcellus C. Cooper and his wife Ethel, of San Antonio, Texas, and William C. Cooper and his wife Barbara, of Los Angeles, California; three grandchildren, Robert Burns III and special friend Vivian Ivy, David K. Burns and his wife, Felecia, and Kevin S. Burns; five great-grandchildren, Aimee, Cynamon, Phyre, Caston, and Kolby Burns; four nephews, Napoleon B. Hill, Lewis Rhone, Edmond and Paul Anderson; two nieces, Willene Watson and Ellen Cooper, and many other relatives and friends.
It's interesting to note that qualified Negro women, who traditionally have been discriminated against because of race and sex, are joining other women in being upgraded in the world of work.

Mrs. Howard Wright, a Negro woman employed by Coca-Cola Col., is an example. Mrs. Wright was recently promoted to quality control analyst for the Southwest area—the first Negro woman to fill a supervisory position at her plant. She supervises the physical, chemical and microbiological analyses of samples for materials for Coca-Cola.

The announcement of her promotion was made June 1 by J. D. Britton, area manager of the Southwest.

Mrs. Wright was employed by the firm 29½ years ago as a laboratory technician. She is excited about her new position, but feels that she has reached her top job at the company unless she has the opportunity for further academic study.

She lives with her husband and three children, Dwain Anthony, Howard Jr., and Timothy Warren, in the Singing Hills Addition in Oak Cliff.

Dwain, 12, will enter junior high school this fall. Howard is six and Timothy is three months old.

MRS. MARZELLE HILL, celebrated retired probation officer of the Dallas County Juvenile Department, thought to be the first of her race to hold that position. She has made a correction. According to Mrs. Hill, the late Mrs. Hilaria Morgan preceded her in office.

Mrs. Morgan was employed as a probation officer in 1933, and she was also the first Negro city welfare worker.

They were good friends, and Mrs. Hill remains a family friend to Mrs. Morgan's husband, W. B. Morgan, and their daughter Mary Rose Weathersby, of 3525 Dunbar St.
Certificate of Recognition

Awarded to

Mrs. M. C. Allen

In recognition of services to the Community Council, 1912-1928

Dated this 5th day of January, 1928

Presented by:
DALLAS

Monday, 5-28-71

Mrs. Suille Danieles

Mr. Soony, Chief Pro. Office

Mrs. Wil. Barinii presents plaque

Mrs. Jane
Marcellus C. Cooper, born in Dallas, Texas February 12, 1863.

Public Schools of Dallas County and Springfield, Missouri; graduated from Meharry Medical College in 1894, degree Doctor of Dental Surgery.

Before entering college, he worked as a farm laborer, and at Sangers Department Store for eleven years. His first office was located in the building of Dr. B. R. Bluitt, who had a sanitarium at Commerce and Pearl Streets.

An active member of Bethel AME Church.

Fraternal interests were: member and officer in the Knights of Pythias, Masonic and Odd Fellow Lodges.

Investments were in the Lewis Dry Goods Store, Elm and Pearl Streets.

The Penny Saving Bank, Elm and Hawkins Street.

Real Estate Investments.

Margelle C. Hill, retired Juvenile Probation Officer, Dallas, Texas.

Dorothy Rhone, Secretary to the Director or Principal, P. L. Dunbar Community and Living Center, Dallas, Texas.

Marcellus Cooper, classified employee of Kelly Air Force Base, San Antonio, Texas.

Doris M. Anderson, Casework Supervisor, County Welfare Department, Dallas, Texas.

William J. Cooper, Designing Engineer, International Telephone Company, Los Angeles, California.

Frances H. Burns, Comprehensive Intake Worker, Crossroads Community Center, Dallas, Texas.

Lewis E. Rhone, Mechanical Designer, Collins Radio, Dallas, Texas.

Thaes M. Cooper, teacher, Los Angeles Public Schools, Los Angeles, California.
Grandchildren (continued)

Edmond C. Anderson III, student instructor and teacher fellow, North Texas State University.

Willeen Rhone, student Prairie View College.

Paul C. Anderson, student North Texas State University.

Charlotte Rhone, student W. H. Atwell Junior High.

Robert Burns, student, D.A. Hulcy Junior High, Dallas, Texas.

Ellen Cooper, Junior High student, Los Angeles, California.

David K. Burns, student, Birdie Alexander.

Kevin S. Burns, pre-school, Creative Learning Center.

Lewis E. Rhone, Jr., Betty Lynn Pre-school.
January 23, 2001

To: Commissioners Court

From: Abbas A. Kaka, P.E., Project Engineer

Through: Dan Savage, Assistant Administrator for Operations

Subject: Household Hazardous Waste Collection Facility, Dallas County, TX

BACKGROUND: The project plans and specifications were advertised for competitive bids in December 2000. The plan was to achieve the renovation work with an outside general contractor and some work to be performed by in-house construction forces of the Facilities Management Department. The bids were received on December 19, 2000 and the following are the companies and their bid prices:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Alt. #1</th>
<th>Alt. #2</th>
<th>Alt. #3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>K. C. Construction</td>
<td>$471,345.47</td>
<td>$156,546</td>
<td>$30,322.80</td>
<td>$5,232</td>
<td>$663,446.27</td>
</tr>
<tr>
<td>Phillips-May</td>
<td>$534,433.87</td>
<td>$62,837</td>
<td>$25,999</td>
<td>$12,677</td>
<td>$635,946.87</td>
</tr>
<tr>
<td>Piazza Construction</td>
<td>$485,000</td>
<td>$89,572</td>
<td>$20,000</td>
<td>$1,500</td>
<td>$596,072</td>
</tr>
<tr>
<td>Vaughan Const.</td>
<td>$517,000</td>
<td>$48,000</td>
<td>( $9,000 )</td>
<td>$7,000</td>
<td>$563,000</td>
</tr>
<tr>
<td>Owens Com. Const.</td>
<td>$449,166</td>
<td>$92,150</td>
<td>$23,500</td>
<td>$11,500</td>
<td>$576,316</td>
</tr>
</tbody>
</table>

- Alt. #1 - installation of concrete pavement instead of gravel per base bid.
- Alt. #2 - installation of DX packaged rooftop units instead of evaporative cooler units per base bid.
- Alt. #3 - installation of decorative handrails at main entrance instead of standard pipe rails per base bid.

The end user (County Fire Marshal's office) has decided not to endorse Alt. #3. If all work with the exception of Alternate 3 is awarded the bid tabulation is as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid +Alt. #1 +Alt. #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>K. C. Construction</td>
<td>$658,214.27</td>
</tr>
<tr>
<td>Phillips-May</td>
<td>$623,269.87</td>
</tr>
<tr>
<td>Piazza Construction</td>
<td>$594,572.00</td>
</tr>
<tr>
<td>Owens Com. Const.</td>
<td>$564,816.00</td>
</tr>
<tr>
<td>Vaughan Const.</td>
<td>$556,000.00</td>
</tr>
</tbody>
</table>
IMPACT/OPERATIONS: The completion of this project will provide the needed household hazardous waste collection center for citizens of Dallas county and surrounding cities.

LEGAL: This contract will be awarded in accordance with all legal requirements.

M/WBE INFORMATION: See attached report prepared by the office of M/WBE, December 6, 2000. As noted in the report, Vaughan Construction did not provide the M/WBE documents with their bids. They have since provided the required paperwork (see attached).

FINANCIAL IMPACT: Suggested funding sources currently available for this project are as noted below and discussed in more detail in the attached memorandum from the Fire Marshall Office:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Central Texas Council of Government (NCTCOG)</td>
<td>$239,200</td>
</tr>
<tr>
<td>Matching Funds from Cities</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>DAL Tile Funds (escrow funds)</td>
<td>$104,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$393,200</strong></td>
</tr>
<tr>
<td>Expenses to date</td>
<td>$85,395</td>
</tr>
<tr>
<td>(A/E fees, fireline, gas easement, asbestos abatement)</td>
<td></td>
</tr>
<tr>
<td><strong>Funds available</strong></td>
<td><strong>$307,805</strong></td>
</tr>
</tbody>
</table>

Proposed sources for the shortfall in funding for any of the three options proposed below are outlined in the attached memo from the Fire Marshall’s Office and the HHW Program Manager.

Estimated construction cost by Facilities Maintenance to provide in-house work is $463,200.14 with no guarantee to meet deadline of July 31, 2001. See attached.

There are 181 days available for completion of work starting from January 23, 2001 to allow for time limit imposed on grant funding expenditures. The contract specifications allow for 165 days after award to complete the project.

RECOMMENDATION: There are three options proposed to Commissioners Court that will allow this project to proceed:

1. Approve Vaughan Const. with base bid + Alt 1&2 (as proposed by Fire Marshall’s Office) $556,000.00 shortfall of $248,195.00
2. Approve all in-house work by maintenance (completion time not guaranteed) $463,200.14 shortfall of $155,395.14
3. Approve Owens Const. with only base bid $449,166.00 shortfall of $141,361.00

Upon the direction of the Court, formal documents for the award of this contract will be prepared for the next available Agenda.

Approved: [Signature]

Dan Savage, Assistant Administrator for Operations
January 16, 2001

TO: Commissioners Court

FROM: Sandy Cook, HHW Program Manager

THROUGH: Jim Badgett, Fire Marshal

SUBJECT: Home Chemical Collection Center Funding Proposal

ATTACHMENTS: 1. Funding Availability
   2. Funding History
   3. Network Budget for FY02

The cities of the Dallas Area Household Hazardous Waste Network met on January 10, 2001, to discuss the results of the Home Chemical Collection Center (HC3) construction bids Dallas County has recently received. The Network noted the funding shortfall and gave thoughtful review to a variety of options including a complete rebid, completion of only that work for which funding is available, scaled-down specs for some components, and use of in-house resources combined with sub-contracts as needed. The consensus of the Network is that the project must be continued to completion by a general contractor as quickly as possible and without any loss of quality that might necessitate unreasonable future expenditures.

After consulting with the County Judge, Commissioner Cantrell, District Attorney Dahill, Facilities Management and Engineering/Project Management, the Network has drafted a preferred plan of action which it respectfully urges Commissioners Court to approve and implement. This plan of action is recommended by the Office of the County Fire Marshal.

Proposed
1. Allocate the remaining $104,000 from the DAL-Tile funds (Environmental Enhancement Fund) to the Home Chemical Collection Center construction project.
2. Accept the lowest bid, including alternate bids one and two but excluding alternate three.
3. Divide the remaining $248,195 shortfall equally between the Network and County in the following manner
   a. The County will make an initial appropriation from unallocated reserves to cover the entire shortfall, prior to 50% reimbursement by the Network.
   b. The Network will reimburse $124,000 (50%) of the shortfall over a period not to exceed five years, beginning in FY02, by making annual minimum payments of $25,000 from the Network Operating budget to Dallas County.
4. Instruct the general contractor to begin work on the project immediately.
Funding Sources

The Network’s annual operating budget is paid into Dallas County’s Household Hazardous Waste escrow account (#746) by the participating cities, as specified in the interlocal agreement. In addition to funds for salaries and other operating expenses, the Operational Budget contains a $25,000 line item for “Unexpected Expenses.” During FY00 and FY01, this line item was allocated by the Network to provide $50,000 matching funds for the COG grant.

The Network proposes to re-allocate this annual line item for reimbursement of $124,000 construction funding shortfall, beginning in FY02. This can be done within the framework of the current interlocal agreement, without necessitating an overall budget increase.

If the County agrees, the Network will submit a letter of agreement, signed by representatives of participating cities, as an attachment to the Court Order, thus allowing the project to move forward without lengthy delays for negotiation and deliberation of separate side agreements. The letter of agreement has been submitted for review and approval by the District Attorney.

Financial Impact

If this plan is approved, Dallas County will exhaust the remaining DAL-Tile funds of $104,000 and cover, initially, the $248,195 shortfall from unallocated reserves, pending reimbursement of 50% by the Network. Additionally, the Network will reimburse $124,000, in annual payments of at least $25,000, from the Operational Budget to the County over a period not to exceed five years. Regular operating expenses for the facility, including salaries and benefits, supplies, equipment, routine maintenance and repairs, will be provided by the Network through its annual Operational Budget.

Operational Impact

The Home Chemical Collection Center will be operational upon completion of the project as bid. The facility will be permanently available for use by all cities in Dallas County on an ongoing basis and will serve as a model for other metropolitan areas. By providing a measurable public involvement in storm water quality protection, the program will satisfy one component of the Phase II NPDES storm water permitting requirements for Dallas County and the participating cities.
HHW Project Funding Availability

Current Funding Approved

$ 239,200 NCTCOG Grant
50,000 Matching funds from Cities

$ 289,200

Funding Available if Approved by Commissioners Court

$104,000 DAL Tile Funds

Funds Already Expended or Committed

$ - 53,000 Architectural/Engineering Design
- 26,000 City installation of fireline
- 250 TXU Gas Easement Release
- 6,145 Asbestos Abatement

$ - 85,395

Total Funding Available if DAL Tile Included

$ 307,805

Estimates from architects = $367,517

Lowest bid without alternates = $ 449,166 (Owens Comm.)

Lowest bid with 2 alternates = $556,000 (Vaughan Const.)

Funding Shortfall = $141,361 without alternates
Funding Shortfall = $248,195 with alternates
**Dallas Area Household Hazardous Waste Network**

Home Chemical Collection Center Construction Project

History of Funding to Date

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>AMOUNT</th>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY98 COG Grant</td>
<td>$139,000.00</td>
<td>Purchase Building</td>
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<tr>
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<td>$1,800.00</td>
<td>Appraisal Fees</td>
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<tr>
<td></td>
<td>$84,332.46</td>
<td>Equipment &amp; Construction Supplies</td>
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<tr>
<td></td>
<td>$225,132.46</td>
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<tr>
<td>HHW Network funds</td>
<td>$725.87</td>
<td>Construction Equipment Rental</td>
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<tr>
<td></td>
<td>$1,530.00</td>
<td>Sprinkler System Design</td>
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<tr>
<td></td>
<td>$500.00</td>
<td>Purchase Building</td>
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<tr>
<td></td>
<td>$5,626.25</td>
<td>Emergency Generator</td>
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<tr>
<td></td>
<td>$10,925.10</td>
<td>Electrical &amp; Plumbing Supplies</td>
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<tr>
<td></td>
<td>$277.50</td>
<td>Misc. Hardware &amp; Supplies</td>
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<tr>
<td></td>
<td>$19,584.72</td>
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<tr>
<td>Dal-Tile Funds</td>
<td>$250,500.00</td>
<td>Purchase Land</td>
</tr>
<tr>
<td></td>
<td>($50,000.00)</td>
<td>Sale of Easement to DART</td>
</tr>
<tr>
<td></td>
<td>$200,500.00</td>
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<tr>
<td>FY 98-99 Sub-Total</td>
<td>$445,217.18</td>
<td>All Expenditures Prior to FY00 Grant</td>
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<td>FY00 Grant</td>
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<td>Asbestos Removal</td>
</tr>
<tr>
<td></td>
<td>$52,734.00</td>
<td>Architect’s Fees</td>
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<tr>
<td>HHW Network Funds</td>
<td>$250.00</td>
<td>TXU Gas Easement Release Fee</td>
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<tr>
<td></td>
<td>$18,374.18</td>
<td>DWU Water fireline/vault installation</td>
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<tr>
<td>FY00-01 Sub-Total</td>
<td>$77,503.18</td>
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<tr>
<td>Grand Total</td>
<td>$522,720.36</td>
<td>Total Project Expenditures to Date</td>
</tr>
</tbody>
</table>

Office of the County Fire Marshal, 10056 Marsh Lane, Ste. 8102, Dallas, Texas 75229
(214) 904-3017
# FY 2002 HHW PROGRAM BUDGET

**Approved 1/10/01**

<table>
<thead>
<tr>
<th>BUDGET ITEM</th>
<th>COUNTY CONTRIBUTION</th>
<th>GRANT FUNDING</th>
<th>CITY FUNDING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATIONAL BUDGET (Fixed Costs)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Salary, Pgm. Mgr.</td>
<td>0</td>
<td>0</td>
<td>$57,000</td>
<td>$57,000</td>
</tr>
<tr>
<td>2. Benefits, Pgm. Mgr.</td>
<td>0</td>
<td>0</td>
<td>$12,500</td>
<td>$12,500</td>
</tr>
<tr>
<td>3. Salary, Asst. Pgm. Mgr.</td>
<td>0</td>
<td>0</td>
<td>$42,500</td>
<td>$42,500</td>
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<tr>
<td>4. Benefits, Asst. Pgm. Mgr.</td>
<td>0</td>
<td>0</td>
<td>$10,200</td>
<td>$10,200</td>
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<tr>
<td>5. Salary, Admin. Ass.</td>
<td>0</td>
<td>0</td>
<td>$34,000</td>
<td>$34,000</td>
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<td>6. Benefits, Admin. Ass.</td>
<td>0</td>
<td>0</td>
<td>$9,000</td>
<td>$9,000</td>
</tr>
<tr>
<td><strong>SUB-TOTAL</strong></td>
<td>0</td>
<td>0</td>
<td>$165,200</td>
<td>$165,200</td>
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<tr>
<td>Mobile Unit Expenses</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7. Fuel</td>
<td>0</td>
<td>0</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>8. Vehicle Maintenance</td>
<td>0</td>
<td>0</td>
<td>$4,000</td>
<td>$4,000</td>
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<td><strong>SUB-TOTAL</strong></td>
<td>0</td>
<td>0</td>
<td>$6,000</td>
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<td>Program Administration Costs</td>
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<tr>
<td>9. 16 ads @ $1,600 (8 events x 2) Advertising</td>
<td>0</td>
<td>0</td>
<td>$25,000</td>
<td>$25,000</td>
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<tr>
<td>10. Collection supplies</td>
<td>0</td>
<td>0</td>
<td>$8,000</td>
<td>$8,000</td>
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<tr>
<td>11. Computer software/ upgrades/maintenance</td>
<td>0</td>
<td>0</td>
<td>$1,000</td>
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<td>12. Emergency Services</td>
<td>$2,000</td>
<td>0</td>
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<tr>
<td>13. Office Equipment</td>
<td>$2,500</td>
<td>0</td>
<td>$500</td>
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<tr>
<td>14. Office furnishings</td>
<td>$1,500</td>
<td>0</td>
<td>$500</td>
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<tr>
<td>15. Office space</td>
<td>$3,400</td>
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<td>16. Office Supplies</td>
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<td>17. Phones</td>
<td>$4,200</td>
<td>0</td>
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<td>18. Postage</td>
<td>0</td>
<td>0</td>
<td>$2,000</td>
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<tr>
<td>19. Uniforms/Laundry</td>
<td>0</td>
<td>0</td>
<td>$2,000</td>
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<td>20. Printing/reproduction</td>
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<td>0</td>
<td>$2,000</td>
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<tr>
<td>21. Public Education Materials</td>
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<tr>
<td>22. Travel (Conferences &amp; Audit Facilities)</td>
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<td>0</td>
<td>$5,000</td>
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<tr>
<td>23. Training</td>
<td>0</td>
<td>0</td>
<td>$3,000</td>
<td>$3,000</td>
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<tr>
<td>24. Volunteer Support</td>
<td>0</td>
<td>0</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>25. Contractual Labor</td>
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<td>0</td>
<td>$18,000</td>
<td>$18,000</td>
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<tr>
<td>26. Contractual Services (Janitor, Trash, etc.)</td>
<td>0</td>
<td>0</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>27. Utilities (Electric, Water, Sewer)</td>
<td>0</td>
<td>0</td>
<td>$2,000</td>
<td>$2,000</td>
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<tr>
<td>28. Liability Insurance</td>
<td>0</td>
<td>0</td>
<td>$5,000</td>
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<tr>
<td>29. Unexpected expenses</td>
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<td>0</td>
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<tr>
<td><strong>SUB-TOTAL</strong></td>
<td>$13,600</td>
<td>0</td>
<td>$109,000</td>
<td>$122,600</td>
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<tr>
<td>30. Indirect Costs/Support Services (27.5%)</td>
<td>$34,100</td>
<td>0</td>
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<tr>
<td><strong>TOTAL OPERATIONAL BUDGET</strong></td>
<td>$47,700</td>
<td>0</td>
<td>$280,200</td>
<td>$327,900</td>
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<tr>
<th>BUDGET ITEM</th>
<th>COUNTY CONTRIBUTION</th>
<th>GRANT FUNDING</th>
<th>CITY FUNDING</th>
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<tr>
<td><strong>COLLECTION/DISPOSAL BUDGET (Variable Costs, Billed as Used)</strong></td>
<td></td>
<td></td>
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<tr>
<td>31. Setup, Transportation, Disposal</td>
<td>0</td>
<td>0</td>
<td>$678,800</td>
<td>$678,800</td>
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<tr>
<td><strong>TOTAL COLLECTION/DISPOSAL BUDGET</strong>*</td>
<td>0</td>
<td>0</td>
<td>$678,800</td>
<td>$678,800</td>
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<td><strong>TOTAL BUDGET</strong>*</td>
<td>$47,700</td>
<td>0</td>
<td>$959,000</td>
<td>$1,006,700</td>
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* The County portion of this line item represents an in-kind contribution, not cash.
* These costs are estimates based on previous year history and future year projections.
Methodology for estimating cost for Home Chemical Collection Center

Facilities eliminated the highest and the lowest bidder quotes
The remaining three bids were added and averaged to arrive at base costs $491,115.15

15% of base was deducted as overhead costs that would not be incurred. - $73,667.27
10% of base was deducted as Profit that would not be incurred - $49,111.51
2% of base bid was deducted for bid bond - $9,822.30
Total deducts - $132,601.08

Adjusted base bid $358,514.15

The process was repeated with
Alt #1 Concrete pavement in lieu of gravel, spec base bid + $81,519.66
Alt #2 Refrigerated air in lieu of evaporative coolers + $23,166.33
+ $104,685.99

Total estimate with Alt #1 and Alt #2 $463,200.14

Facilities Management cannot guarantee project completion by funding deadline (July 31) due to the time needed for the bid process. Many portions of this project will require sealed bids.
DATE: December 6, 2000

TO: J. Allen Clemson.
    Court Administrator

FROM: Irvin Hicks
    Director - Minority Affairs

SUBJECT: M/WBE Review of RFP#2001-020-700 - Household Hazardous Waste Collection Facility
         (Management Summary)

The following is a synopsis of the subject narrative:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEO1 Docs (?)</th>
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</thead>
<tbody>
<tr>
<td>Owen Commercial Construction</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Vaughan Construction</td>
<td>0*</td>
<td>N*</td>
</tr>
<tr>
<td>Piazza Construction, Inc.</td>
<td>0*</td>
<td>N*</td>
</tr>
<tr>
<td>Gilbert May, Inc. dba Phillips/May</td>
<td>0*</td>
<td>N*</td>
</tr>
<tr>
<td>K C Construction Services, Inc.</td>
<td>0*</td>
<td>N*</td>
</tr>
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</table>

*firm failed to submit M/WBE documents, thus bid does not comply with the Counties GFE policy

Please feel free to contact me should you have questions/concerns regarding this matter.

c: Commissioners Court (thru J. Allen Clemson)
John Nolan
file(2001-020)
<table>
<thead>
<tr>
<th>Gender/Category</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
<th>Other</th>
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<td>Male - Other/Managers</td>
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<tr>
<td>Male - Professionals</td>
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<tr>
<td>Male - Sales Workers</td>
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<td>Male - Other/Clerical</td>
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<tr>
<td>Male - Craft Workers (Skilled)</td>
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<tr>
<td>Male - Operating (Semi Skilled)</td>
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<td>Male - TOTAL</td>
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<td>Female - Sales Workers</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female - Other/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Female - Craft Workers (Skilled)</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female - Operating (Semi Skilled)</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Female - Laborers (Unskilled)</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Female - Service Workers</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Female - TOTAL</td>
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</table>

**Check One**

- [X] Women-Owned Firm Certification #WFB9427N
- [ ] Minority-Owned Firm Certification
- [ ] Non-Minority Owned Firm

**Signature/Date:**

Sharon L. Vaughan, President

1-801
<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>RESPONSIBLE DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Chemical Collection Site Remodeling, Phase II</td>
<td>Engineering &amp; Project Management</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT MANAGER</th>
<th>DATE OF REPORT</th>
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<tbody>
<tr>
<td>John Nolan</td>
<td>December 5, 2000</td>
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<table>
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<tr>
<th>PROJECT DESCRIPTION</th>
<th>FUND/ACCOUNT</th>
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<td>Renovate Home Chemical Collections Site.</td>
<td>00466.000.08130.2000.00000.0000.09000.0000</td>
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<th>BRIEFING DATE</th>
<th>COURT ORDER DATE</th>
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<tr>
<td>October 19, 1999</td>
<td>C.O. 99-1953 - October 19, 1999</td>
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<td>C.O. 2000-1418 - July 18, 2000</td>
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<table>
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<th>A&amp;E FIRM/AWARD DATE</th>
<th>CONTRACTOR/AWARD DATE</th>
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<tr>
<td>Vidaud &amp; Associates, Inc.</td>
<td>Facilities Management</td>
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<table>
<thead>
<tr>
<th>FUNDING SOURCE ($)</th>
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<tbody>
<tr>
<td>NCTCOG, HHW - $239,200</td>
</tr>
<tr>
<td>HHW Escrow - $50,000</td>
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<tr>
<td>Total: $289,200</td>
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<tr>
<th>PROJECT COST</th>
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<tr>
<td>Original Estimate</td>
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<tr>
<td>Modified Estimate</td>
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<tr>
<td>Current Estimate</td>
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<td>Start Date</td>
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<td>Completion Date</td>
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<table>
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<th>USES OF FUNDS</th>
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<tr>
<td>Original Budget</td>
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<tr>
<td>Construction Estimate</td>
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<tr>
<td>Other (City of Dallas Water Line)</td>
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<tr>
<td>Equipment</td>
</tr>
<tr>
<td>Total</td>
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<table>
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<th>MINORITY CONTRACTING</th>
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<tbody>
<tr>
<td>Minority Participation (%)</td>
</tr>
<tr>
<td>Minority Participation ($)</td>
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<table>
<thead>
<tr>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>This project will be advertised on 11/27/2000 and the bid opening is scheduled for 12/19/2000. Due to anticipated budget problems, this project will have three additive bid items. The base bid is approximately $267,000.00. Concrete paving estimate is $40,000.00 and A/C for the storage area is estimated at $55,000.00, and the Screen Wall at the entrance is estimated at $3,000.00. Should the Dal-Tile escrow funds ($100,000.) be utilized for funding this project, then the total available funding would be $389,200. The total project including only the estimated base bid, $269,517. ($367,517. - $40,000. - $55,000. - $3,000.), would be $354,396.</td>
</tr>
</tbody>
</table>
January 17, 2001

To: Commissioners Court

From: Mattye Mauldin-Taylor, Ph.D.
       Director of Personnel/Civil Service

Subject: Renewal of Reinsurance for Self-Insured Medical Benefits Plans

Background
The Board of Governance of the Public Employee Benefits Cooperative recommended, and the Dallas County Commissioners Court approved through Court Order 99-2468, a reinsurance policy for the self-insured medical plans with American Fidelity Assurance Company for Plan Year 2000. Attachment 1 is the Renewal Confirmation Worksheet to effect a renewal for Plan Year 2001.

Operational Impact
Without the reinsurance policy in place to stop losses at a stated level, the County’s budget could be impacted and other programs interrupted.

Financial Impact
The reinsurance policy protects the County’s self-insured medical plans from catastrophic losses for the year. The estimated $41,473.00 annual premium is based on the number of participants in the plans. The cost is budgeted in, and will be paid from the Benefit Trust.

Legal Review
The Civil Section of the District Attorney’s Office has reviewed the renewal document.

Recommendation
The Personnel/Civil Service Department recommends the Commissioners Court approve the renewal and authorize the County Judge to sign the Renewal Confirmation Worksheet on behalf of the County.

Recommended by:

Matty Mauldin Taylor, Ph.D.
Director of Personnel/Civil Service

Attachment
RENEWAL CONFIRMATION WORKSHEET
Presented by ASU Services LLC on behalf of American Fidelity Assurance Company

Name of Policyholder: PEBC - Dallas County
Effective Date: January 1, 2001
Commission: N/A
Payable to: N/A

Number of Employees:
- Single: 2245
- Family: 1821

Aggregate Stop Loss:
- Aggregate Risk Corridor: 125%
- Aggregate Contract Type: 12/15
- Aggregate Premium: est $41,473 annual

Specific Stop Loss:
- Specific Deductible: $250,000
- Maximum Reimbursement: $750,000
- Specific Contract Type: 12/15

Sold Single Rate: ________
Sold Family Rate: ________
Sold Composite Rate: ________ OR ________

Estimated Annual Attachment Point: $27,303,027
Minimum Attachment Point: $27,303,027

Other (lasers, advanced specific funding, etc). Medical and RX covered under specific and aggregate:
Employee Actively-at-Work/Dependent non-confined provision: waived; PEBC EPO/PPO Benefit Plans revised 1/1/01.

All renewals are subject to receipt and review of updated detailed shock information, month by month paid claims, and corresponding headcounts through the 11th month of the policy period. If this confirmation is signed prior to review of information through the 11th month of the contract, the parties acknowledge that if the updated claims experience results in an increase of 5% or more to the quoted aggregate factors, ASU Services LLC reserves the right to re-underwrite the account based on the full 11 months of claims and adjust our factors accordingly. In addition, if the updated detailed shock information is materially different than what the quote is based on, it is also understood that we reserve the right to revisit our specific rating based on information through the full 11 months of the policy. Upon review of the necessary data ASU Services LLC will confirm in writing these terms have been accepted.

Plan Sponsor:
Printed Name: PEBC-Dallas County
Title: ____________________________
Signature: _________________________
Date: _____________________________

Broker / TPA Authorized Agent
Printed Name: N/A
Title: ____________________________
Signature: _________________________
Date: _____________________________

99 Rosewood Drive, Suite 210
Danvers, MA 01923
phone: (781) 994-6300
fax: (781) 994-6301
January 17, 2001

To: Commissioners Court

From: Mattye Mauldin Taylor, Ph.D.
Director of Personnel/Civil Service

Subject: Approval DDA Plan - 44th Civil District Court

Background
The Honorable Margaret Keliher, of the 44th Civil District Court, submitted her DDA Plan through the Personnel/Civil Service Department for Commissioners Court review and approval. Commissioners Court suggested changes, which Judge Keliher has incorporated into her revised Plan and are included in Attachment A.

Impact on Operations
Approval of this DDA Plan will afford Judge Keliher the opportunity to reward her employees for their job performance and offer an incentive for employees to improve the Court's operations.

Financial Impact
Approval of this request will not result in any additional financial costs to Dallas County as an initial allocation was approved during the budget process.

Recommendation
The Personnel/Civil Service Department recommends Commissioners Court approve the DDA Plan for the 44th Civil District Court, which is included in Attachment A, as it complies with current DDA guidelines.

Recommended by:

Mattye Mauldin Taylor
Director of Personnel/Civil Service

Attachment: DDA Plan
DDA DISTRIBUTION PLAN
44th CIVIL DISTRICT COURT

PURPOSE
To establish guidelines and procedures for a consistent and equitable distribution of departmental discretionary funds to employees with the 44th District Court and to establish standards for qualification for and distribution of such awards.

GOALS
The plans for distribution should:

A. Improve performance efficiency
B. Support strategic/functional court plans
C. Address litigant/employee/court needs

IMPLEMENTATION
A. Departmental discretionary funds may be distributed to individual employees of the 44th District Court within two award categories:

1. Performance Award
2. Suggestion Award

B. Funds will be awarded at the discretion of the Judge of the 44th Court, with such decisions based on the availability of funds in the account, the extent to which the individual has met or exceeded the criteria for an award within the category, and in compliance with the general guidelines established by the DDA Distribution Plan as approved by the Commissioners Court.

PERFORMANCE AND SUGGESTION AWARDS
The Awards will recognize individual achievement and initiative. The Judge of the 44th Court will recognize the following Performance Awards:

A. Completion of an Assigned Project or Increased Performance
The Judge may grant Performance Awards based on completion of an assigned project or increased performance. The Judge and the employee will agree in writing to a target date for acceptable completion of a project or a specified increase in production (above the base level of production) and Performance Award. If the condition is met, the Judge may grant the employee a Performance Award, subject to available funds.

1. An employee who meets established performance goals will be eligible to receive an award of no more than 8% of the employee's annual salary upon completion of the project within the agreed upon time frame. Actual awards will be set according to available funds.
B. **Suggestion for Cost Effective, Improved Service**

Suggestion Awards are meant to reward both creative and critical analyses of departmental processes by a Court employee that result in either a reduction in expenditures, an increase in revenues, or intangible benefits.

1. Upon approval and implementation of a suggestion resulting in either a reduction of expenditures or an increase in revenue, the employee is eligible to receive 10% of the resultant DDA increase.

2. Upon approval and implementation of a suggestion resulting in intangible benefits, the employee is eligible to receive an award of no more than $5,000.00. Examples include time savings procedures, increased productivity/efficiency, etc.

Suggestions should be submitted in writing to the Judge of the 44th Court and should include a request for consideration for a Suggestion Award. The Judge will review all suggestions and will determine which suggestion to implement. There is no limit to the number of Suggestion Awards that may be granted to an individual in a fiscal year, as long as each award is related to a distinct suggestion. When applicable, distribution of Suggestion Awards will be made immediately upon the addition of the related funds into the DDA account of implementation of the intangible benefit.

**DDA DISBURSEMENT PLAN CONDITIONS**

1. Awards will only be authorized when there is appropriate funding in the DDA account of the 44th Court.

2. Awards will reflect the quantifiable evaluation of the employee's achievements or situation.

3. No employee is guaranteed any award, reimbursement or adjustment. Nothing in this DDA Distribution Plan expressly states or implies any such guarantee.
January 23, 2001

To: Commissioners Court

From: Delinquent Tax Collection Committee prepared by
J. Allen Clemson, Administrator

Subject: Extension of Dallas County’s Contract with
Linebarger Heard Goggan Blair Graham Peña & Sampson
for the Collection of Delinquent Ad Valorem Taxes

BACKGROUND OF ISSUE

Dallas County Commissioners Court on August 29, 2000 entered into an agreement with the City of Dallas and the Dallas Independent School District for the collection of property taxes. Section III of our contract with the City and School District requires that prior to April 1, 2001 the County will select a law firm to represent itself and the City and School for the collection of taxes. Once the selection of the collection firm has been made the contract requires that we execute a contract with the selected firm no later than June 30, 2002.

On October 14, 1997 the Commissioners Court selected the law firm of Blair Goggan Sampson & Meeks, now Linebarger Heard Goggan Blair Graham Peña & Sampson (Linebarger Heard) for the collection of Dallas County’s delinquent taxes.

Section XVI of this agreement establishes a term beginning February 1998 and ending the last day of January 2003. This section also states this contract may be extended for a period not to exceed five years with mutual consent of the County and the law firm. The purpose of this briefing is to address the requirement for Dallas County to select a firm to represent the County, City and School District in the collection of delinquent taxes prior to April 1, 2001.
IMPACT ON OPERATIONS

The Commissioners Court has established a Delinquent Tax Collection Selection Committee made up of two members of the Commissioners Court (Commissioners Price and Cantrell), Tax Assessor Collector, County Treasurer, County Auditor, County Clerk and the District Clerk. The Delinquent Tax Collection Selection Committee met on January 16, 2001 at 3:00 p.m. to consider Linebarger Heard’s performance in the collection of Dallas County’s delinquent taxes and determined that they should be selected as Dallas County’s delinquent tax collection firm as required by our contract with the City and School for consolidated tax collections.

Linebarger Heard was represented by DeMetris Sampson, Partner, and Nancy Primeaux, General Manager, who presented the attached Delinquent Ad Valorem Tax Collection Performance Report. At the conclusion of this presentation and questions and answers, a motion was made and passed unanimously by members in attendance that the Selection Committee recommend to the Dallas County Commissioners Court the extension of Dallas County’s Delinquent Tax Collection Contract with Linebarger Heard.

FINANCIAL IMPACT

All costs associated with this contract are paid by an additional 15% fee paid by the delinquent taxpayer. Linebarger Heard reported in their Tax Performance Report that during the period July 1999 through June 2000 as being their best ever performance with delinquent tax collections of over $15,000,000.

LEGAL

Linebarger Heard has submitted a draft contract (attached) that has been referred to the District Attorney and the Tax Assessor/Collector for review and comment. Based on their input, along with comments from the Commissioners Court, a final contract will be negotiated and presented to the Commissioners Court for formal approval.

MINORITY BUSINESS ENTERPRISE

Page 14 of Linebarger Heard’s Performance Report shows:

- Ownership - 29% ethnic minorities
  25% females

- Employment - 66% females
  48% ethnic minorities
• Subcontractors, Vendors & Suppliers - local minority female-owned businesses are utilized whenever possible. Examples provided are office supplies, computer equipment, maintenance agreement, legal subcontracting, title work and civil process.

PROJECT SCHEDULE

The Delinquent Tax Collection Selection Committee met January 16, 2001

A Commissioners Court briefing presented on January 23, 2001

Formal Commissioners Court Order approving the selection of the delinquent tax collection firm and a contract extension January 30, 2001

RECOMMENDATION

The Delinquent Tax Collection Selection Committee in consideration of Dallas County’s contract obligation is to notify the City of Dallas and the Dallas Independent School District of the selection of a tax collection firm prior to April 1, 2001 and recommends the firm of Linebarger Heard. Such recommendation includes the execution of the five-year extension that is allowed in Section XVI of Dallas County’s current contract with Linebarger Heard approved by Commissioners Court Order 97-2032.

Recommended by:

J. Allen Clemson, Administrator
STATE OF TEXAS §
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into by and between DALLAS COUNTY, TEXAS, hereinafter called "County" and LINEBARGER HEARD GOGGAN BLAIR GRAHAM PEÑA & Sampson, LLP, a TEXAS law firm, hereinafter called "LINEBARGER HEARD".

I.

County agrees to employ and does hereby employ LINEBARGER HEARD to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest owing to the County, and to such other taxing units, which have retained LINEBARGER HEARD, for which County presently has or will have during the term of this contract responsibility by law or contract to make such collections in their behalf, including but not limited to the City of Dallas and the Dallas Independent School District. Current year taxes that become delinquent during the time this contract is in force shall be subject to the terms of this agreement on the first day of July of the year in which such taxes become delinquent. If suit is brought for delinquent taxes and current year taxes are owed, current year taxes must be included and are subject to the terms of this contract.

II.

County will adopt and provide by official Commissioners Court Order that taxes that remain delinquent on July 1 of the year in which they become delinquent shall incur an additional penalty of fifteen (15%) percent of the amount of the taxes, penalty and interest due. County will further adopt and provide by official Commissioners Court Order that taxes that become delinquent on or after June 1 under Section 31.03, 31.031, 31.032, or 31.04 incur an additional penalty of fifteen (15%) of the amount of the taxes, penalty and interest due. The imposition and collection of the additional penalty shall be done in accordance with Texas Property Tax Code Section 33.07 and 33.08. LINEBARGER HEARD, in its collection efforts, by suit or otherwise, will, in accordance with law, seek recovery of the additional penalty on behalf of County.
III.

LINEBARGER HEARD will provide all necessary address research and will be responsible for locating delinquent taxpayers. County will make available to LINEBARGER HEARD information County has with regard to name, identity, location or necessary parties and description of property. LINEBARGER HEARD will provide or obtain real property title abstracts before filing suit.

IV.

County agrees to furnish delinquent tax statements to LINEBARGER HEARD. LINEBARGER HEARD will furnish forms for said statements on request and will assume responsibility for having penalty and interest and, where applicable, additional fifteen (15%) percent penalty authorized by Texas Property Tax Code Section 33.07 or 33.08 (additional penalty) computed on statements before such statements are mailed to property owners.

V.

LINEBARGER HEARD will call to the attention of County's Tax Collector, or other appropriate county officials, any errors, double assessments or other discrepancies coming under its observation during the work associated with this contract. LINEBARGER HEARD will intervene on behalf of County and units for which the County collects delinquent taxes and which have retained LINEBARGER HEARD in all suits for taxes hereafter filed by any other taxing unit on property located within County's jurisdiction.

VI.

All taxpayer communications, oral and written, will direct the taxpayer to make payment directly to the Tax Assessor-Collector. LINEBARGER HEARD will use its letterhead whenever possible, and LINEBARGER HEARD will otherwise provide its name, address, and telephone number in such communications, and LINEBARGER HEARD will make maximum effort to provide sufficient personnel and telephones to respond to taxpayer inquiries and complaints.

VII.

LINEBARGER HEARD agrees to file suit on and reduce to judgment and sale any property located within the county against which a tax lien would prevail, on behalf of Dallas County and other units for which the County collects delinquent taxes and which have retained LINEBARGER HEARD. LINEBARGER HEARD agrees to sue for
the recovery of the costs provided by Texas Property Tax Code Section 33.48 whenever such costs can be legally imposed. LINEBARGER HEARD agrees to sue in those situations when such additional penalty may be lawfully imposed. LINEBARGER HEARD shall perform litigation responsibilities and protect County's legal remedies including appeals, preparation of legal papers required for Sheriff's sales, post-judgment discovery, and other actions to collect the delinquent taxes. On behalf of County and other units for which it collects delinquent taxes and which have retained LINEBARGER HEARD, LINEBARGER HEARD will seek recovery of costs of court associated with such litigation. LINEBARGER HEARD will abstract judgments, prepare and maintain a list of uncollected judgments, and prepare and provide appropriate releases. Newspaper publication costs associated with citations and Sheriff's sales will be paid by County.

VIII.

LINEBARGER HEARD will assume the representation of County, and other units for which the County collects delinquent taxes and which have retained LINEBARGER HEARD, in pending lawsuits for the collection of delinquent taxes and other tax-related cases, such as bankruptcies, interventions in eminent domain proceedings, suits against Dallas Central Appraisal District wherein County, or any official thereof is a party, and other cases now in litigation or referred to the Civil District Attorney's office for litigation, if not filed at the time of the execution of this Contract.

IX.

LINEBARGER HEARD will promptly give notice of any counterclaims or cross-actions filed against County or any taxing unit for which taxes are collected by County and which have retained LINEBARGER HEARD.

X.

In appropriate instances wherein the additional penalty may be imposed in accordance with Texas Property Tax Code Section 33.07 or 33.08, LINEBARGER HEARD will notify County's Tax Assessor-Collector of the taxpayer account that is subject to the additional penalty so that if payment is made to the Tax Assessor-Collector, collection thereof can be made by Tax Assessor-Collector.

XI.

LINEBARGER HEARD agrees to make progress reports on all phases of this contract to County on request, and additionally, to advise County of all cases where the
investigation reveals taxpayers to be financially unable to pay their delinquent taxes. LINEBARGER HEARD also agrees to make recommendations concerning installment agreements.

XII.

During the term of this Contract, County agrees to pay to LINEBARGER HEARD, as compensation for services hereunder, a fee of fifteen (15%) percent of all delinquent taxes, penalty and interest, authorized by Section 33.01 of the Texas Property Tax Code, which are actually collected and paid to County. All compensation above provided for shall become the property of LINEBARGER HEARD at the time payment of taxes, penalty, and interest is made to County. The County shall pay over said funds by wire transfer in accordance with the provisions of this Contract.

If the authority to assess the additional penalty under Texas Property Tax Code Section 33.07 or 33.08, or the authority to contract with any attorney under Section 6.30(c) is altered by the Texas Legislature in such a way as to financially penalize Dallas County in carrying out its obligations under the terms of this agreement, the County and LINEBARGER HEARD shall have the option to modify this agreement in a manner which would reduce LINEBARGER HEARD’s compensation to an amount equal to the maximum Section 33.07 and 33.08 penalty or other compensation allowed by law.

If LINEBARGER HEARD’s compensation is reduced under this provision and if LINEBARGER HEARD requests that the lost compensation be paid by the County, then, at Dallas County’s option, the County may unilaterally terminate this agreement without cause and for any reason whatever, renegotiate this agreement or pay LINEBARGER HEARD additional compensation.

Termination of this contract under provisions authorized under XII shall not require the County to pay or return any hardware or software provided under this or other agreements.

XIII.

If County is eligible for the additional penalty under Texas Property Tax Code Section 33.07 or 33.08, LINEBARGER HEARD will not be entitled to any percentage of this additional penalty collected, nor to costs collected pursuant to Texas Property Tax Code Section 33.48.

XIV.

In bankruptcy and eminent domain proceedings, if taxes not then delinquent are collected for County and other units for which the County collects delinquent taxes and
which have retained LINEBARGER HEARD. LINEBARGER HEARD will be entitled to a fee of fifteen (15\%) percent of the taxes collected.

XV.

County agrees to pay the fee payable under this Contract by wire transfer on a daily basis.

Each Monday of the month, the County will prepare and deliver a summary detailing each jurisdiction's fees for the prior week. The month-end report for each jurisdiction shall be provided to LINEBARGER HEARD upon completion and no later than the 15th day of the following month.

XVI.

The term of this Contract shall begin on the 1st day of February, 2001, and shall end on the last day of January, 2008, provided however, that LINEBARGER HEARD shall have an additional six months to reduce to judgment all suits filed prior to the date last mentioned, and provided further, that LINEBARGER HEARD shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In consideration of the terms and compensation herein stated, LINEBARGER HEARD hereby accepts said services agreement and undertakes the performance of this Contract as written. County shall have the right to sooner terminate this Contract for cause, giving thirty (30) days' written notice of such intention with a statement of the reasons for such termination, after having given LINEBARGER HEARD a reasonable opportunity of explaining or rectifying same. Cause and the sufficiency thereof shall be determined exclusively by County. In case of such termination, LINEBARGER HEARD shall be entitled to receive and retain all compensation earned and due up to date of said termination. This Contract may be extended for a period not to exceed five years upon the mutual consent of the County and LINEBARGER HEARD.

XVII.

Upon the termination of this Contract for any reason or if it is not renewed or extended by the parties, LINEBARGER HEARD agrees to make all existing computer programs and database information available to County and its officials for inspection, copying and use without charge to County, subject to the terms and conditions of the License Agreement For UGSA Tax Collection System and the Use and Access Agreement for UGSA Tax Collection System. Such information shall be in the form and media as specified by the County.
XVIII.

This Contract provides for personal and/or professional services and LINEBARGER HEARD shall not assign this Contract or any portion thereof without the prior written consent of County. LINEBARGER HEARD agrees that any subsequent merger of LINEBARGER HEARD with any other firm or entity shall in no way reduce the services or support to Dallas County agreed to by LINEBARGER HEARD as a part of this Contract. County recognizes and consents to the use of subcontractors, including but not limited to attorneys and abstractors, by LINEBARGER HEARD in the performance of this Contract, and LINEBARGER HEARD recognizes that in each such instance LINEBARGER HEARD remains the prime contractor directly responsible to the County for the performance of this contract. In performing services under this Contract, LINEBARGER HEARD acts and is an independent contractor, and no provisions of this Contract shall be construed as making LINEBARGER HEARD the agent, servant, or employee of County.

XIX.

LINEBARGER HEARD represents that it is fully competent and qualified to perform the services under this Contract and it further represents that all its employees, agents, associates, and those persons in privity with LINEBARGER HEARD who perform services under this Contract, shall also be fully qualified and competent to perform the services required.

XX.

Approval of reports, correspondence, documents, services and other matters related to performance of this Contract by County shall not constitute nor be deemed a release of the responsibility and liability of LINEBARGER HEARD, its employees, agents, associates, subcontractors or suppliers for the accuracy and competency for their designs, reports, information and other documents or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error or omission in the documents prepared by LINEBARGER HEARD, its employees, agents, associates, subcontractors or suppliers.

XXI.

Attached to this agreement and made a part thereof, by reference, are the documents entitled “License Agreement for UGSA Tax Collection System” attached as Exhibit A. and “Use and Access Agreement for UGSA Tax Collection System” attached as Exhibit B. UGSA being a part of LINEBARGER HEARD. Provisions in the bodies of these Contracts shall prevail relative to the use, operation, support, obligations and
liabilities regarding the UGSA Tax Collection System. LINEBARGER HEARD agrees to provide County a permanent Use License for all UGSA Tax Collection System software, waive all license fees associated with County’s use of such software, provide all maintenance and upgrades to the Tax System at no cost to County, provide at no cost 1,500 hours of new development for enhancements and improvements to the Tax Collection System, perform enhancements above 1,500 hours at a rate of $150 per hour, except as provided in Commissioners’ Court Order No. 2000 1054, dated May 23, 2000, attached hereto as Exhibit C and fully incorporated herein by reference.

XXII.

There are specifically included, attached hereto and incorporated by reference herein the following documents:

1. License Agreement for UGSA Tax Collection System, as Exhibit A.
2. Use and Access Agreement for UGSA Tax Collection System between LINEBARGER HEARD and SCT Software & Resource Management Corporation, as Exhibit B.
3. Dallas County Commissioners’ Court Order No. 2000 1054, as Exhibit C.
4. Dallas County Commissioners’ Court Order No. 2000 1704, as Exhibit D.

XXIII.

Prior to commencement of services under this Contract, LINEBARGER HEARD shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas or meeting surplus lines requirements of Texas law and acceptable to County, the following insurance policy. Such insurance shall be evidenced by delivery to County a certified copy of such policy. The policy: Lawyer’s Professional Liability Insurance (including Errors and Omissions) with minimum limits of $1 million per occurrence.

XXIV.

LINEBARGER HEARD shall defend, indemnify, and hold County whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by or from any negligent act, error or omission of LINEBARGER HEARD or any employee, agent, associate, subcontractor, or supplier of LINEBARGER HEARD in the execution or performance of this Contract.
XXV.

The obligations of the parties to this Contract are performable in Dallas County, Texas, and suits to enforce same and the exclusive venue therefor shall lie in Dallas County, Texas.

XXVI.

All notices, communications, and reports required or permitted by this Contract if intended for County shall be delivered to County Judge, County Administration Building, 411 Elm Street, Dallas, Texas 75202, and if intended for LINEBARGER HEARD to: DeMetris A. Sampson, Univision Center, Suite 1720, 2323 Bryan Street, Dallas, Texas 75201.

XXVII.

LINEBARGER HEARD shall maintain an office in the Greater Dallas County area.

XXVIII.

All legal activity of LINEBARGER HEARD may be reviewed by the County District Attorney for his advice or opinion as needed. In case of a dispute concerning a matter of law between LINEBARGER HEARD and the County District Attorney, the opinion of the District Attorney will be binding. If any portion of this Contract shall violate a state or federal statute, that portion shall be void and the remainder of the Contract shall stand on its own merit.

XXIX.

LINEBARGER HEARD agrees to inform the County of LINEBARGER HEARD’s knowledge, opinions, and positions concerning proposed tax legislation.

XXX.

THIS CONTRACT is executed on behalf of County by the County Judge who is authorized to execute this Contract by Commissioners Court Order No. heretofore passed and duly recorded in its minutes.
WITNESS the signatures of all parties hereto, in duplicate originals, this the ______ day of ____________________, 2001, in Dallas County, Texas.

For the Firm:
Linebarger Heard Goggan Blair
Graham Peña & Sampson, LLP

Lee F. Jackson
County Judge

Approved:

Bill Hill, District Attorney

David Childs, Tax Assessor Collector

By____________________
January 23, 2001

MISCELLANEOUS

1) **STAFF** - requests approval of the annual request for Certification of Dallas County Commissioners Court in-house continuing education programs, conducted by our staff, in accordance with the provisions of HB27, 74th Legislature.
   
   (PLEASE REFER TO INFORMATION ITEM #5a)

2) **HEALTH & HUMAN SERVICES** - requests approval to:
   
   a) accept donated equipment by the Texas Department of Health Agency to Dallas County Health & Human Services Department.
   
   (PLEASE REFER TO INFORMATION ITEM #5b)

   b) accept Grant Award in the amount of $2,400 from the United States Environmental Protection Agency (USEPA) which will be utilized to educate public health nurses with hands on training, and provide literature concerning children with asthma.

3) **PERSONNEL/CIVIL SERVICE** - requests permission to transfer $48,000 from Unallocated Reserve to the Personnel/Civil Service Department Other Professional Fees (00120.1040.05590.2001) to re-appropriate unspent funds from FY2000 to FY2001 for the Hay Contract and contract for Peoples Solution authorized by the Commissioners Court in FY2000. The unspent funds were inadvertently not encumbered in FY2000, therefore, new appropriation is necessary to pay the two on-going contracts in FY2001. Recommended by Office of Budget & Evaluation.

4) **JUSTICE OF THE PEACE 2-1 (TERRY)** - requests permission to begin filing abstracts of judgments on criminal judgments of convictions in accordance with Article 45.047 Code of Criminal Procedure. This action will allow the County to potentially recover additional court costs. Abstracts filed in Dallas County will not require a filing fee. However, filing fees will be required when filed in other counties. Request funding in the amount of $250 to pay for out-of-County filing fees. Funding is available from Unallocated Reserves (00120.9950.09110.2001). Recommended by Office of Budget & Evaluation.
TRAVEL REQUESTS

5) **FIRE MARSHAL** - Sandy Cook and Earle Blakney - TNRCC Quarterly Meeting for HHW Managers and Tour the Austin HHW Collection Facility - Austin, TX - January 24-26, 2001 **at no cost to Dallas County** (expenditure of $1,083.50 from Escrow Account #746, 00532.0000.21517.0000.00000.00000.00000.00000).


7) **INSTITUTE OF FORENSIC SCIENCES** - requests:
   a) Chris Heartsill, Sandra Grey, Carolyn Kleiman, Alvin Finkley, Kenneth Reine, Mike Ruff, Eb Foerster and two new chemists to be hired - Host the Southwestern Association of Toxicologists Meeting and Training on Pharmacology and Pharmacokinetics - Dallas, TX - April 4-June 1, 2001: $405 from General Fund, Forensics, Crime Lab Department, Conference Travel Account, FY2001 Budget, (00120.3311.04210.2001).


EXCEPTION TO TRAVEL REQUESTS
UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

9) SHERIFF'S DEPARTMENT - Nilan Reid - Basic Crime Stoppers Training Course - Austin, TX - January 21-23, 2001 at no cost to Dallas County.

**MISCELLANEOUS EQUIPMENT**

1) **DEPARTMENT: 8001**
   **ITEMS:**
   - Health and Human Services (Housing Grant)
   - 1 - cellular phone (0)
   - 1 - phone adapters ($25 each)
   - 1 - Rate ICM ($240)

   **ESTIMATED COST:** $265
   **FUNDING SOURCE:** Housing Grant
   **EXPENDITURE SOURCE:** 00466.0000.07213.2000.0.0.8001.0 (General Fund, Health & Human Services Admin, Cellular Phones, FY2001, Housing Grant)
   **PROPOSED ACTION:** The Health and Human Services department requests a cell phone for a housing inspector. Recommended by Communications and Central Services.

2) **DEPARTMENT: 3240**
   **ITEMS:**
   - Constable Precinct 4 (Gothard)
   - 11 partitions, 6 chairs

   **ESTIMATED COST:** $0
   **FUNDING SOURCE:** Surplus
   **EXPENDITURE SOURCE:** Surplus
   **PROPOSED ACTION:** Constable Precinct four requests authorization to utilize 11 partitions and 6 chairs from surplus. Recommended by the Office of Budget and Evaluation.

3) **DEPARTMENT: 4110**
   **ITEM:**
   - 14th Civil District Court (Murphy)
   - 95th Civil District Court (Johnson)
   - Lexis Subscription

   **ESTIMATED COST:** $240 per court annually
   **FUNDING SOURCE:** Within Budget
   **EXPENDITURE SOURCES:** 00120.9910.02080.2001 (General Fund, Countywide Appropriations, Dues & Subscriptions, FY2001)
   **PROPOSED ACTION:** The 14th and 95th Civil District Courts have requested access to the County’s Lexis contract for on-line legal resources. Both Judges have agreed to reduce their book budgets through the cancellation of current subscriptions.
hardcover subscriptions to offset the cost of the on-line service. Recommended by the Law Book Coordinator.

TELECOMMUNICATIONS REQUESTS

**Detention Support Services M-0101019** - requests to install a single-line to be used with a fax/modem. Installation: $75.00; monthly service increase: $39.00. **Recommended.**

**Health & Human Services M-0101007** - requests to install a multi-line phone in Room 215 to allow secretary to answer Department calls. Installation: $52.50; no monthly service increase. **Recommended.**

**Tax Office M-0101027** - requests to relocate two phone lines in the motor vehicle division, two lines in Property Tax, two lines in Administration and one coaxial cable in the Property Tax area. Installation: $236.48; no monthly service increase. **Recommended.**

**North Tower Jail M-0101021** - requests to install a single-line phone in Special Response Team Coordinator’s office Room 1M. Installation: $52.50; no monthly service increase. **Recommended.**

**95th District Court** - requests:
**M-0101014** - to replace the existing phone with a multi-line phone. Installation: $31.50; no monthly service increase. **Recommended.**

**M-0101015** - to install a speaker phone on the line at the bench. Installation: $37.75; no monthly service increase. **Recommended.**

**M-0101018** - to remove the tombstone floor jacks from Room 329 of the George Allen Courts Building. Installation: $42.00; no monthly service increase. **Recommended.**

**M-0101022** - to install a dedicated line in Room 342 to be used with a fax. Installation: $69.25; no monthly service increase. **Recommended.**

**Facilities M-0101009** - requests to install a dedicated phone line to be used for the Building Energy Management System. Installation: $31.50; no monthly service increase. **Recommended.**

**Auditor M-0101010** - requests to install a computer cable drop on the 4th floor to provide network access. Installation: $165.48; no monthly service increase. **Recommended.**
West Tower - requests:
M-0101031 - to relocate fax line to secretary’s office. Installation: $90.25; no monthly service increase. **Recommended.**

M-0101028 - to install a single-line to be used with a fax in Work Release area. Installation: $69.25; no monthly service increase. **Recommended.**

Sheriff Kays Detention M-0101008 - requests to install three computer cable drops to provide connection to Network/Forvus. Installation: $250.25; no monthly service increase. **Recommended.**

Juvenile District 2 M-0101023 - requests to install a computer cable drop in Room 109 to provide network access. Installation: $41.37; no monthly service increase. **Recommended.**

Physical Evidence Section M-0101025 - requests to install eight computer cable drops to the 1st floor of A-tower Room A1026. Installation: $380.00; no monthly service increase. **Recommended.**

Records Center M-0101033 - requests to install two computer cable drops at the center to provide network access. Installation: $82.74; no monthly service increase. **Recommended.**

Health & Human Services M-0101024 - requests to install a computer cable drop in Room 752 to provide network access. Installation: $41.37; no monthly service increase. **Recommended.**

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.

Pagers

District Clerk
M-0101013 & M-0101012 - requests to provide pagers to four employees at the George Allen Courts Building and three at Frank Crowley Courts Building who roam to various courts within their building. Monthly service increase: $20.16. **Recommended.**

Health & Human Services - requests:
M-0101002 - to replace a pager for administrative assistant which was lost during job duties. Installation: $49.00; no monthly service increase. **Recommended.**

M-0101003 - to provide a pager for an inspector who works primarily in the field. Monthly service increase: $2.88. **Recommended.**

Freeway Management M-0101005 - requests to provide 10 pagers for supervisors and on-call personnel. Monthly service increase: $28.80. **Recommended.**

Pagers are funded by the requesting department unless otherwise indicated.