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DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

JANUARY 30, 2001

MAJOR TECHNOLOGY REVIEW - 8:00 A.M.

to be followed by

REGULAR COURT

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DATE(s) TO REMEMBER

**Next Legislative Briefing - February 2, 2001 @ 9:00 a.m. - Commissioners Courtroom**
MEMORANDUM
DALLAS COUNTY SHERIFF'S DEPARTMENT

DATE : January 23, 2001
TO : Allen Clemson, County Administrator
FROM : Gary Lindsey, Captain, Patrol Division
SUBJECT : Purchase of Scales For Weigh Stations on Interstate 45
THRU : Channels

BACKGROUND:

The Sheriff's Department and the Texas Department of Public Safety used the commercial vehicle weigh stations on Interstate 45 for commercial vehicle enforcement. The use of the weigh stations increased the number of commercial vehicles that were inspected for weight and safety violations and improved the safety of the deputies and troopers inspecting the vehicles by diverted the commercial vehicles off the interstate.

When the Texas Department of Transportation let contracts to reconstruct Interstate 45 south of Interstate 20, the weigh stations had to be removed and rebuilt. The contractor performing the work on Interstate 45 has reinstalled commercial vehicle weigh stations on both northbound and southbound Interstate 45 just south of Fulghum Road. The weigh stations have been rebuilt according to the design the Texas Department of Transportation (TxDOT) has used in other parts of the state. The contractor is responsible for building all the approach ramps, safety barriers, scale pits, electrical work, lighting and signage which is near completion. The contractor is not responsible for the purchase or installation of the scale equipment or buildings.

The Texas Department of Public Safety has approached Dallas County to purchase the scales, equipment and buildings to place the weigh stations back in operation. This would consist of a platform scale installed in the scale pit, a scoreboard to allow the operator of the vehicle to see their axle weights and total weight, an electronic weight indicator with printer installed in a portable type building and a portable building pre-wired with a window unit for heating and air conditioning on each side of the Interstate. The building is to be used to store and keep the electronic equipment out of the weather and allow a work areas for the deputies and troopers to monitor the weigh station and take enforcement action.

IMPACT ON OPERATIONS:

The weigh stations were and are to be used to enforce weight and safety regulations on commercial vehicles traveling both north and south bound on Interstate 45 by the Texas Department of Public Safety and the Sheriff's Department.
The weigh stations will greatly increase the number of commercial vehicles that can be inspected for weight and safety violations compared to the current use of portable scales. The use of portable scales limits deputies to weighing two commercial vehicles per hour. The use of a weigh station would increase the number of vehicles that can be weighed to approximately 25 per hour.

FINANCIAL:

The estimated cost for the purchase and installation of the scales, equipment and buildings for both weigh stations is $45,000. The Budget Office has identified available funding from Unallocated Reserves fund 120.9950.09110.2001.

All the citations issued by the Department of Public Safety and the Sheriff's Department at the weigh stations will be filed in Judge Cawthon. The additional citations filed by both agencies from the weigh stations will exceed the cost of the equipment.

PROJECT SCHEDULE:

Should the Court approve the funding for the weigh stations, bids will need to be received for the scales, equipment and installation. Several companies in the area have expressed interest in bidding on this project. The Sheriff's Department has received information to develop the specifications in cooperation with the Department of Public Safety. These specifications will be ready by February 6, 2001 and can be released by the Purchasing Department according to their schedule. A pre-bid conference is recommended to be at the weigh stations so the vendors can view the site to ensure they submit a complete proposal.

The vendors have indicated that after being awarded a bid, the equipment can be installed within 30 days. Based on the time needed for the bid, evaluation, award and installation the weigh stations should be operational by April 15, 2001.

RECOMMENDATION:

It is recommended that the Court approve the solicitation of bids for the installation of scales and related equipment for the weigh stations on Interstate 45 for use by the Department of Public Safety and the Sheriff's Department.

Reviewed by: David Kuykendall, Assistant Chief Deputy, Operation Services Date 1-23-01

Reviewed by: D. J. Chandler, Chief Deputy, General Services Bureau Date 1-23-01
ORDER NO:________________________

DATE: ________________________

STATE OF TEXAS §§

COUNTY OF DALLAS §§

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the
______ day of ________________________, 2001, on motion made by ________________________________,
and seconded by ________________________________, the following Order was adopted:

WHEREAS, on January 30, 2001, the Dallas County Commissioners Court was briefed on a proposal to purchase commercial
vehicle weight scales and related equipment for the weigh stations on Interstate 45 south of Fulghum Road; and

WHEREAS, the Commissioners Court wishes to increase the number of checks for weight and safety violations of commercial
motor vehicles by the Department of Public Safety and the Sheriff's Department through the use of weigh stations; and

WHEREAS, the cost of the scales and related equipment is anticipated to be approximately $45,000; and

WHEREAS, the use of the weigh stations is expected to generate revenues to the County in excess of the cost of the equipment.

NOW THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court
authorizes the Purchasing Department to solicit bids for the purchase and installation of scales, related equipment and buildings for
the weigh stations on Interstate 45 south of Fulghum Road.

DONE IN OPEN COURT this the ___________ day of ________________________, 2001.

_____________________________ _______________________________ _______________________________
Lee F. Jackson Jim Jackson Mike Cantrell
County Judge Commissioner District #1 Commissioner District #2

_____________________________ _______________________________
John Wiley Price Kenneth A. Mayfield
Commissioner District #3 Commissioner District #4

Recommended By: __________________________
David Kuykenwall, Assistant Chief Deputy
TO: Hon. Commissioners Court
FROM: Donna Roach, Jury Services Manager
Ronald C. Mackay, District Court Administrator
THROUGH: Hon. David Godbey, Judge, 160th District Court and LADJ
DATE: January 24, 2001
RE: Jury Services Update

A. BACKGROUND: Commissioners Court has requested information on the status and recent work of the Jury Services Department. The purpose of this briefing is to update Commissioners Court on the status of these projects. Specific recommendations will be forthcoming later as a separate brief and as part of the jury services department budget for FY 2002.

A1. ORIENTATION VIDEO

In past years, Dallas County used a slide show to assist with daily orientation of jurors. Because of the outdated slide projector and frequent breakdowns, the presentation was significantly upgraded to a video format starting on October 6, 1999. Dallas County spent $22,200 for the new equipment and the Dallas Bar Association provided $10,400 to produce the video. This system allows Jury Services to perform orientation each morning and afternoon, if necessary, which frees up the Judges to take care of their dockets, etc. Jurors appear to enjoy the video. Jury Services has received many compliments about the quality and clarity of the video and the new system overall. The video insures consistency on a daily basis of what jurors are told and what is legally correct. The script was written by the District Judges, including the Local Administrative District Judge at that time, Bill Rhea. It is narrated by Bill Melton and many Dallas County employees volunteered and served during the making of the film, which is a high-quality product. Advantages of this system are:

a. Jury Services can start the video promptly each morning. It can be played several times during the morning for people who arrive early, eliminating the long lines previously seen when the Judges would speak. The video explains each exemption and disqualification. Jury Services' bailiffs or Deputy District Clerks swear in the jury pool each morning. The District Judges have guidelines that Jury Services must follow for excusing prospective jurors.

b. Jurors are called by number, rather than by name. Groups of numbers are assigned to courts. This gets jury panels to courts earlier and quicker.

-Front Page-
B. THE JURY WHEEL

B1. The jury wheel is updated every 2.5 years or when the list is exhausted per Dallas County’s Jury Plan. The list has never been fully exhausted and has been updated according to the following procedure approximately every 2 years and 6 months (See Exhibit A). Dallas County’s current jury wheel was created May 1, 2000 and began use on July 10, 2000. As received from the Secretary of State, it contained 1,935,541 names. The wheel previous to it was created on November 1, 1997 and was first used on January 28, 1998. This wheel contained 1,844,731 names.

B2. To begin the update process, a 90-day notice entitled “Dallas County’s Notice of Intent to Reconstitute Jury Wheel” is sent to the Texas Secretary of State (See Exhibit B). The contact in Secretary of State’s office is Karen Adickes, Elections Division, (512) 463-5650. The Secretary of State notifies the Texas Department of Public Safety (DPS) and Jury Services notifies the Dallas County Elections and Voter Registration Department of the need for a complete and updated list of names and addresses. Elections and DPS each supply the Secretary of State with a magnetic tape 60 days before the County reconstitutes the jury wheel. Those two files are then merged to create the jury wheel. In that merging process, matching names that appear on both the DPS and Elections lists are deleted. The match can be made with two records having the same Texas Drivers License number, social security number, or record having a same name and birth date or same name and address. The jury wheel is then delivered to the Dallas County District Clerk’s Office. A statistical report is received with the tape (See Exhibit C). The District Clerk’s Office then delivers the jury wheel to SCT/Data Processing. A copy of the wheel is retained at SCT and the original is returned to the District Clerk’s safe. Previous to December, 1992, the jury wheel contained only names and addresses from the Dallas County Elections and Voter Registration Department. Since that time, DPS names have been added each time as well.

C. PERMANENT EXEMPTIONS AND COMPUTER CHANGES

C1. At least since 1990, Jury Services staff have been making entries into the county’s mainframe computer system of those jurors who have been granted a permanent exemption (See Statutes for Disqualifications and Exemptions- Exhibit D) and whose names were originally supplied by the County Elections and Voters Registration Department. These exemptions are entered for citizens who have received and responded to a summons. Reasons for permanent exemption from jury duty are: 1) being over 70 years of age, 2) having a felony conviction, and 3) a permanent medical disability. The top 5 reasons cited by Dallas County residents for a disqualification or a permanent or temporary exemption include: not being a citizen, unable to speak English well, having children under 10, not living in Dallas County, or having a felony or theft conviction. The entering of these exemptions was done in hopes of reducing the printing, stuffing and mailing costs of future summons notices to those permanently exempted citizens. Only in the last few years was it realized that each time the jury wheel is reconstituted by the Secretary of State, that the exemption was lost for those people whose names were originally
supplied by DPS based on drivers license information. Some of the county's list of jury exempted people was over written and some exemption information was lost.

C2 Near the end of the cycle with the previous jury wheel, Jury Services was instrumental in working with Voters Registration and SCT/data processing to capture and permanently retain in a file, the list of permanently exempted jurors from the elections data base. This file of permanent exemptions was sent to the Secretary of State and used to reduce the new jury wheel of May, 2000 by 90,356 names (See Exhibit C). This file grows progressively larger and will be used to reduce future jury wheels by matching permanent exemption entries from purged and permanent exemption records and elections files. Jury Services continued working with SCT and the Governance Committee and in the summer of 2000, permanent exemptions in the DPS data base are also now captured, retained and run against future jury wheels so that permanently exempted DPS names are not overwritten when the wheel is reconstituted. Because of this new process, 118,589 additional permanent exemptions/disqualifications were removed from the current jury wheel on September 21, 2000 (See Exhibit E). In this entire process, at total of 209,000 names were able to be deleted from the original elections and DPS data bases because these names are permanently exempted.

D. STATISTICAL AND FINANCIAL:

D1 Exhibit F illustrates the number of summonses mailed each of the last six fiscal years, the increase or decrease in the number compared to the year before, and the yield in jurors that appear for jury duty from those summoned. Postage costs have remained reasonably steady for the last several years at approximately $165,000 per year. Costs to print and stuff jury summonses have been $74,500 in FY 98, $73,000 in FY 99, and $77,000 in FY 2000. Jury costs for the county have ranged between $890,000 and $909,000 per year over the last six years as shown in Exhibit G. The donation of jurors' pay is voluntary and the funds are deposited and governed by the Juvenile Board and used for juvenile programs. About 10% goes to holiday gifts for children in foster care. The percent of juror pay donated has been approximately 36% over the last two years.

D2 During calendar year 2000, the firm that printed and stuffed jury summonses charged $117.79 per 1,000 summonses and the mailing costs for the Postal Service was $.262 each. This year, the jury summon vendor contract was re-bid and the new rate is now $77.05 per 1,000 issued Assuming 6 months with the previous vendor and 2 years with the new vendor and a small increase in the postal rate in 2001, over the 2.5 year life of the May, 2000 jury wheel, 209,000 less summonses printed, stuff and mailed (a total of 1,341,000 instead of the estimated 1,550,000 summonses) should result in a savings to Dallas County Jury Services of approximately $75,000. Jury Services maintains an account with the Post Office and deposits County funds periodically as needed for postage.

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E. PARKING AND PHONES

E1. The cost to park at both the Frank Crowley and George Allen Courts Buildings is $3.00 for jurors. The general public parking cost at Crowley is $4.00 (closest to building) and $3.00 (across skybridge) per day. Dallas County pays the $1.00 difference for the $4.00 parking. Most jurors park in the $4.00 lot. The general public parking cost at George Allen is $7.00 per day and Dallas County's portion is $4.00. The Jury Services staff spends a good portion of the day stamping parking tickets. This process has increased the workload. When jurors leave at lunch and return, they once again return to Jury Services to get their second ticket stamped. Many complaints are received from jurors about parking. They feel with the low juror pay, they should not have to pay for parking. Also, some say they would donate their fee if they received free parking.

E2. Exhibit H provides some statistics on the number of telephone calls answered by Jury Services for a number of months in the year 2000, the service level, and the number of abandoned calls. The staff feels more attention to the phones could be provided if there were a less labor intensive method for validating jurors parking tickets. Staff will work with facilities, the parking vendors and the Court to develop a method of juror parking self-validation that might make use of the parking ticket and a portion of the jury summons.

F. BETTER ADDRESS INFORMATION

F1. In an effort to glean better addresses for jurors who move, envelopes containing jury summonses have "Return Service Requested" printed on them. Mail that cannot be delivered to the address on the envelope is returned from the Post Office showing one of the following:

- Stamp indicating "Attempted/Not Known"
- Yellow sticker showing no forwarding address
- Yellow sticker with a forwarding address

A survey of unclaimed mail on four random days at both the Frank Crowley and George Allen courthouses showed the following:

226 pieces of returned mail:
- 192 attempted/not known
- 23 yellow stickers - no forwarding address
- 1 deceased
- 7 yellow stickers with forwarding address and the appearance date has passed
- 3 yellow stickers with out of county/state forwarding addresses

215 pieces of returned mail:
- 103 attempted/not known
- 7 yellow stickers - no forwarding address
- 1 deceased
62 yellow stickers with new addresses - appearance dates too soon to re-mail
42 yellow stickers with out of county/state addresses

163 pieces of returned mail:
  129 attempted/not known
  18 yellow stickers - no forwarding address
  11 yellow stickers with forwarding address and appearance date has passed
  5 yellow stickers with out of county forwarding addresses

284 pieces of returned mail:
  200 attempted/not known
  13 yellow stickers - no forwarding address
  47 yellow stickers with new forwarding address and appearance date has passed
  24 yellow stickers with out of county/state forwarding addresses

F2. During this sample period, 127 or 14% of the total 888 returned summonses had yellow stickers with new forwarding addresses. There is nothing to guarantee these addresses are correct and there is no corroborating identifier used by the jury system such as voters registration number or drivers license number that allows positive identification. John Dahill, Civil District Attorney, believes the law simply does not allow us to substitute information gathered from a source not recognized in the relevant statutes. Section 62.001, Government Code, specifies the sources of information to go into the jury wheel: (1) voter registration lists from all the precincts in the county, and (2) the list received from DPS containing driver's license and personal ID information. Section 62.0145 allows us to remove persons if their summons is undeliverable. Mr. Dahill believes these two sources are exclusive and if the Legislature had wanted to allow us to find correct addresses for such persons by way of the Postal Service or a private locator service, it could have easily done so.

F3. Even if these addresses were assumed to be correct, re-mailing them would not provide sufficiently timely legal notice. The only alternative would be to send a postponement postcard, which would show the summoned juror that their appearance had been postponed from their original date. This would increase phone calls, etc. because the people would not have their original summons which answers many juror questions.

G. STAFFING, BUDGET AND PERFORMANCE MEASURES.

G1. The current staffing level at the Frank Crowley Courts Building is:

1 Jury Manager Grade F
1 Chief Clerk Grade 8
3 Clerks Grade 5
The current staffing level at the George Allen Courts Building is:

- 1 Jury Coordinator Grade D
- 2 clerks Grade 5
- 1 clerk/van driver Grade 5
- 1 part-time clerk $8.50 per hour

G2 Budget numbers for major departmental expenses are listed below:

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<th>FY 2001 Budget</th>
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<td>Other Professional Fees (vendor)</td>
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<td>All other items</td>
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Department Total $1,491,585 $1,487,977

G3 Performance Measures for FY 2000 by quarter are shown on Exhibit I, Page 1. Exhibit I, Page 2 is from the Budget Office publication and shows statistics for FY 98, FY99, and FY 2000. The Office of Budget and Evaluation has suggested an additional workload measure for FY 2001. Jury Services will continue to post permanent exemptions in the mainframe computer system as outlined in section B2 above. Each quarter, staff will provide from its report, the total number of exemptions in the juror data base in order to comply with this request. The September, 2000 computer run captured all of the previous exemptions and placed them in a computer file. A new total was begun at that time. At the end of October, 2000, there were 723 permanent exemptions on the list and at the end of December, 2000 the list had grown to 4,155 permanent exemptions.

H IMPROVING THE JURY SERVICES DEPARTMENT AND THE DALLAS COUNTY JURY SYSTEM:

H1 Since this is an Informational Brief, the suggestions and recommendations that follow can be brought forward at a later time during the current fiscal year as a brief and court order for implementation at the beginning of the next fiscal year. The following recommendations for improving the Jury Services Department and the Jury System could be made by Dallas County Commissioners Court, the Jury Services Department and the District Judges:

1. Provide free parking to all jurors who make use of county owned parking facilities. As in the above suggestion, this would also free up staff from parking ticket validation duties. Free parking could be a passive benefit for getting more jurors to appear and, according to comments heard by Jury Services staff, would provide an inducement for more jurors to donate their wages to the Juvenile Department. The loss of revenue to Dallas County is estimated at $134,000; $78,000 at the George Allen Courts Building and $56,000 at Frank Crowley per year. Those who report for jury duty, but are then released from the jury room because of exemption or disqualification are not paid the $6.00 fee.
2. Implement some type of juror self-validation parking system to free up staff for better phone response and other duties to better assist judges and jurors.

3. Increase the staff complement by two additional full time clerks (1 in each location), whose primary duties would be to handle phones. Although Jury Services has made the summons as "juror-friendly" as possible and the IVR system seems to work well, many phone calls are received where the caller wants to speak with a live person. Not being able to get a real person on the phone is a major complaint voiced by jurors.

4. Increase daily pay to jurors who serve. Right now the pay does not even cover a juror's parking and a fast food meal. This does not require state legislation. A jury system, as reflected in the number of jurors who appear when summoned, seems to have a direct correlation to what a county is willing to pay for.

5. One idea from the Civil District Courts is to pay only those jurors who are seated on a jury after the selection process; in other words from day two until the end of the trial. This is currently permitted by law. Jurors who report to the jury room and are sent up to a court but are not selected, would not be paid the daily fee. It is estimated that there are 3,457 jury trials per year and 28,458 seated jurors performing 73,848 juror-days of work. The County pays approximately $443,000 to seated jurors (those serving from day 2 until the end of a trial). If this method of paying jurors was begun with the start of FY 2002, the daily rate of jurors could be doubled to $12.00 without costing the county additional funds. (See Exhibit J).

6. A finding by the consultants conducting the civil court space study suggests that jurors would feel more a part of the system (value added to their day(s) of service) if they were not kept out in the hallway before the case is actually started.

7. If at least a few courts can find the resources to get tougher on jurors who are summoned but do not show up, this could potentially have a widespread positive impact on increasing the yield.

H2. Recommendations for improving the Jury System that can be made through state legislative action:

1. In the last legislative session, the legislature passed a bill to require the Department of Public Safety to clean up and update its database of names. The Jury Services staff feels that little was accomplished. There should be serious legislation passed to mandate DPS be required to provide much more accurate information to the Secretary of State so that bad addresses can be reduced. Two suggestions to accomplish this for Jury Services purposes are:

   a. Get tougher rules and penalties for residents who move and don't change their address within 10 to 15 days.
b In the application for an original or renewing drivers license or ID card, make a note on the data base if the person is not a U.S. citizen. This way, exchange students, resident aliens and others will not become a part of the data base that DPS sends to the Secretary of State.

2 Increase the minimum daily amount a county must pay to jurors. A recent House Bill (HB 731) sponsored by Rep. Jesse Jones proposes to increase the minimum pay from $6.00 per day to $12.00.

3 At least five or six other states require employers to pay employees their regular pay when they are required to serve on juries. Some Florida counties require payment of daily wages to employees serving on juries if the employer has 100 employees or more. To better the jury system in Texas, the legislature ought to consider joining the ranks of these states.
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<td>22%</td>
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<td>102%</td>
<td>106%</td>
<td>95%</td>
<td>97%</td>
<td>95%</td>
<td>101%</td>
<td>98%</td>
</tr>
</tbody>
</table>

yield 92-00
DALLAS COUNTY’S NOTICE OF INTENT
TO RECONSTITUTE JURY WHEEL

This form will serve as notice to the Secretary of State’s Office that Dallas County plans to reconstitute the jury wheel on a date other than prescribed by Senate Bill 52.

Senate Bill 52 prescribes for a county to reconstitute their jury wheel between January 1-15 of each year unless a plan indicates differently. This county has adopted a plan that requires a different date. I understand that this form will serve as the 90-day notice submitted before reconstitution date.

I also understand that 60 days before this county reconstitutes the jury wheel, the county will be responsible for supplying a magnetic tape containing all the eligible voters, exemptions and disqualifications to the Secretary of State’s Office. This tape will be merged with the DPS file and will produce the jury wheel source file for this county.

County Name: Dallas County
Reconstitution Date: May 1, 2000
Name/Title: Jim Hamlin, Dallas County District Clerk
Signature: [Signature]
Date: January 31, 2000

Exhibit B
OFFICE OF THE SECRETARY OF STATE
COUNTY JURY STATISTICAL REPORT

DATE: 03/06/00
COUNTY: DALLAS
JOB#: 4430

TOTALS:

COUNTY VOTER REGISTRATION RECORDS 911,383
BAD RECORDS ON COUNTY TAPE 190
DISQUALIFICATIONS FROM VOTERS (death, felony, out of county, unclaimed) 18,224
DISQUALIFICATIONS FROM DPS (death, felony, out of county, unclaimed) 90,356
EXEMPTIONS FROM VOTERS (over 70, disability) 90,356
EXEMPTIONS FROM DPS RECORDS AVAILABLE FOR JURY POOL 802,613

VOTER RECORDS

DPS RECORDS 1,972,668 (155,193 more than last wheel)

VOTER RECORDS

TOTAL RECORDS IN SOS 1,935,541 (90,810 more than last wheel)

MATCHES:

TDL 315,233
SSN 312,569
NAME/BIRTHDATE 211,108
NAME/PERMANENT ADDRESS 830
NAME/MAIL ADDRESS 0

TOTAL MATCHES (1415 more than last wheel) 839,740

FELON MATCHES 5,004
EXEMPTION MATCHES 61,310

TOTAL RECORDS WITH BOTH DPS & VOTER RECORDS 1,940,545

TOTAL RECORDS ON JURY WHEEL 2,775,281 minus files with both DPS & voter records

Exhibit C
Notes of Decisions

§ 62.101 Improper excuse

1. Improper excuse

Actions of district court clerk in improperly excusing jurors for nonstatutory excuses did not rise to level of fundamental error, and alleged error could be waived by failure to raise issue at trial. Mann v. Ramirez (App. 4 Dist. 1995) 905 S.W.2d 275, writ denied, rehearing of writ of error overruled.

Actions of district court clerk, who had intimate relationship with corporate representative of defendant, in improperly excusing prospective jurors for nonstatutory reasons stemming from personal interest of case resulted in materially unfair trial, trial was hotly contested with evidence sharply conflicting, as both parties used all peremptory strikes and expert testimony was conflicting, and even if harmful error rule applied unfair trial occurred as concealed statutory violations and admitted personal bias of official charged with assembling impartial jury created strong inference that actions taken may have been intended to, and did prejudice rights of plaintiff. Mann v. Ramirez (App. 4 Dist. 1995) 905 S.W.2d 275, writ denied, rehearing of writ of error overruled.

§ 62.102. General Qualifications for Jury Service

A person is disqualified to serve as a petit juror unless he:

1. Is at least 18 years of age;
2. Is a citizen of this state and of the county in which he is to serve as a juror;
3. Is qualified under the constitution and laws to vote in the county in which he is to serve as a juror;
4. Is of sound mind and good moral character;
5. Is able to read and write;
6. Has not served as a petit juror for six days during the preceding three months in the county court or during the preceding six months in the district court;
7. Has not been convicted of a felony; and
8. Is not under indictment or other legal accusation of misdemeanor or felony theft or any other felony.


Historical and Statutory Notes

Prior Laws:

Acts 1905, 28th Leg., p. 207
G. L. vol. 8, p. 914.
Rev. Civ. St. 1911, arts. 5114 to 5116.

Cross References

Challenges for cause. see Vernon's Ann. Rules Civ. Proc., Rule 229; Vernon's Ann. C.C.P. art. 35.10
Municipal courts of record, Austin jury, see V.T.C.A., Government Code § 30.000741.
El Paso. juror qualifications as provided by this chapter. see V.T.C.A., Government Code § 30.00134.

300
JURIES

Ch. 62

§ 62.106. Exemption From Jury Service

A person qualified to serve as a petit juror may establish an exemption from jury service if the person:

1. is over 70 years of age;
2. has legal custody of a child or children younger than 10 years of age and the person’s service on the jury requires leaving the child or children without adequate supervision;
3. is a student of a public or private secondary school;
4. is a person enrolled and in actual attendance at an institution of higher education;
5. is an officer or an employee of the senate, the house of representatives, or any department, commission, board, office, or other agency in the legislative branch of state government;

Plaintiff failed to preserve, and thereby waived, error of trial court in refusing to excuse statutorily disqualified prospective jurors, where record did not reveal that plaintiff either sought additional preeminent challenges or informed court that it was forced to accept objectionable jurors because of lack of preeminent challenges. Red River Pipeline v. Amonett (App. 7 Dist. 1985) 695 S.W.2d 802.

37. Review

Implied finding that prospective juror was not biased or prejudiced will not be disturbed in absence of showing of abuse of discretion. Ratcliff v. Bruce (Civ. App. 1968) 423 S.W.2d 614, ref. n.r.e.; certiorari denied 39 S.Ct. 134, 393 U.S. 1113, rehearing denied 39 S.Ct. 373, 393 U.S. 956, 21 L.Ed.2d 364.

In absence of testimony produced on voir dire examination or bill of exception, it must be conclusively presumed that there was sufficient evidence to support trial court’s finding as to disqualification of jurors, and such finding could not be disturbed on appeal. City of Hawkins v. E.B. Germany and Sons (Civ. App. 1968) 425 S.W.2d 23, ref. n.r.e.

Where fact issue exists as to whether juror was disqualified by reason of bias and prejudice, trial court’s finding is binding upon appellate court in absence of showing of abuse of discretion. Erwin v. Consolvo (Civ. App. 1975) 521 S.W.2d 643.

Trial court’s refusal to excuse disqualified prospective jurors constituted harmful error only if defendant used all of his preemptory challenges and then informed court that it was prevented from striking objectionable jurors because it had no additional preemptory challenges, even though court was aware jurors were objectionable to defendant. Red River Pipeline v. Amonett (App. 7 Dist. 1985) 695 S.W.2d 802.
(6) is summoned for service in a county with a population of at least 200,000, unless that county uses a jury plan under Section 62.011 and the period authorized under Section 62.011(b)(5) exceeds two years, and the person has served as a petit juror in the county during the 24-month period preceding the date the person is to appear for jury service; or

(7) is the primary caretaker of a person who is an invalid unable to care for himself.


Historical and Statutory Notes

Both 1987 amendments added a subd. (5).

Section 2 of Acts 1987, 70th Leg., ch. 733, provides:

"This Act applies to exemptions for jury service performed beginning on or after:

'(I) January 1, 1988; or

'(2) on an earlier date set by the commissioners court in a county in which the commissioners court, by an order entered on its minutes, has found that an earlier implementation will not cause substantial costs to the county.'"

Section 2 of Acts 1987, 70th Leg., ch. 798, provides:

"This Act applies to persons summoned to appear for jury service on or after the effective date of this Act."

The 1989 amendment renumbered former subd. (5), as added by Acts 1987, 70th Leg., ch. 733, § 1, as subd. (6).

The 1991 amendment, in subsec. (5), deleted "or" following "branch of state government"; in subsec. (6), inserted "or" following "appear for jury service"; and added subsec. (7).

Section 9(b) of the 1991 amendatory act provides:

"To the extent of any conflict, this Act prevails over another Act of the 72nd Legislature, Regular Session, 1991, relating to nonsubstantive additions to and corrections in enacted codes."

For provisions relating to the application of this section, see Historical and Statutory Note under § 62.001.

Acts 1997, 75th Leg., ch. 165, in subd. (6), substituted "Section 62.011(b)(5)" for "Section 62.011(b)(6)".

JUDICIAL BRANCH
Title 2

§ 62.106


Prior Laws:

Acts 1876, 13th Leg., p. 83.
G.L. vol. 8, p. 914.
Rev. Civ. St. 1879, art. 3013.
Rev. Civ. St. 1895, art. 3141.
Rev. Civ. St. 1911, art. 5118.
Acts 1927, 40th Leg., ch. 686, § 1, eff. Sept. 1, 1927.
Acts 1931, 42nd Leg., ch. 373, § 121.
Acts 1953, 53rd Leg., ch. 781, § 1.
Acts 1957, 55th Leg., ch. 802, § 337, § 1.
Acts 1967, 60th Leg., ch. 2044, § 1.
Acts 1971, 62nd Leg., ch. 2801, §§ 905, § 12.
Acts 1973, 63rd Leg., ch. 175, § 85, § 2.
Vernon's Ann. Civ. St., art. 2133.
NEW DEVELOPMENT PROJECT WO #2000-00309
JURY PERMANENT EXEMPTIONS PROJECT
PROJECT SIGNOFF

Purpose: To obtain formal closure of the request to enhance the Jury Tracking System to include a permanent retention of juror status.

Deliverables: The items below detail the new development deliverables provided at the completion of this project.

- Reviewed and analyzed current jury postponement practices and interfaces with other systems such as Elections.
- The current wheel was reduced by approximately 118,000 permanent exemption entries.
- Created a special run to reduce future Jury Wheels by matching permanent exemption entries from purged and permanent exemption records and Elections files.
- Created a Jury History file:
  1) Created a file of purged and permanent exemption records using Exemption Tape/List from ADABAS file AXF015 and accumulative tapes. Organized the file by Drivers License and Certificate Number
  2) Created a new Exempt Jury Database from the file that will be used to reduce all future wheels.
  3) Included the most current exemption data from the Elections Department.
- Created a weekly JOB (PRDCJ038) to upload Jury History information into the Exempt Jury Database. This JOB will produce a report of current jurors who have been given permanent exemption status.
- Created a REQUEST JOB (PRDCJ039) to evaluate and remove exempt jurors prior to Jury Summon execution and supporting reports or balancing.
- Developed new Query Screen:
  1) Developed a new query program to add, update and delete exemptions from the Exempt Jury Database.
  2) The query allows record search by Driver's License # and Certificate #.
  3) Created a JOB to unload and backup the file weekly for recovery processes.

Sign-off: I (the requestor) am in agreement that the above items are the final deliverables of the Jury Permanent Exemptions Project that the project was implemented on 09/29/00 and that this project is closed.

[Signature]
Name: [Signature]
Department: [Signature]
Date: 10/5/00
Admin Date: 10/5/00

Date: Oct 26, 2000
Department: [Signature]
Date: 10/5/00

[Signature]
SUMMONS COMPARISON

<table>
<thead>
<tr>
<th>FY</th>
<th># Jurors Summoned</th>
<th>Increase in # summoned</th>
<th>YIELD (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>95</td>
<td>410,233</td>
<td>92,587</td>
<td>29%</td>
</tr>
<tr>
<td>96</td>
<td>515,545</td>
<td>105,312</td>
<td>24%</td>
</tr>
<tr>
<td>97</td>
<td>555,060</td>
<td>39,515</td>
<td>22%</td>
</tr>
<tr>
<td>98</td>
<td>632,840</td>
<td>77,780</td>
<td>23%</td>
</tr>
<tr>
<td>99</td>
<td>619,300 less</td>
<td>13,540</td>
<td>21%</td>
</tr>
<tr>
<td>00</td>
<td>652,915</td>
<td>33,615</td>
<td>21%</td>
</tr>
</tbody>
</table>

(1) for FY 2000 - 115,474 jurors paid from 652,915 jurors summoned equates to a yield of 17.7%. The number of jurors summoned is broken down to 75% (489,686) regular jurors and 25% (163,229) standby jurors. The statistical system is set up to figure the yield from the regular jurors who are to report each morning since standby jurors are not used every day. The # of jurors appearing is a 23.58% yield of the number summoned. Our statistical information shows 21%, which means that the additional 2.58% of the 23.58% is standby jurors and jurors receiving additional pay or late pay from previous FY.

COMBINED JURY PAYROLL (FC&GA)

<table>
<thead>
<tr>
<th>FY</th>
<th># of Jurors Paid</th>
<th>DAYS</th>
<th>(donate &amp; paid) COMBINED AMOUNT</th>
<th>PAID</th>
<th>% Paid</th>
<th>DONATE</th>
<th>% Donate</th>
<th>Juror Payroll increase or savings for FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>95</td>
<td>109,632</td>
<td>150,501</td>
<td>$903,006</td>
<td>$651,972</td>
<td>72%</td>
<td>$251,034</td>
<td>28%</td>
<td>$92,587</td>
</tr>
<tr>
<td>96</td>
<td>109,524</td>
<td>150,077</td>
<td>$900,462</td>
<td>$659,442</td>
<td>73%</td>
<td>$241,020</td>
<td>27%</td>
<td>$2544 savings</td>
</tr>
<tr>
<td>97</td>
<td>108,187</td>
<td>148,477</td>
<td>$890,862</td>
<td>$633,192</td>
<td>71%</td>
<td>$257,670</td>
<td>29%</td>
<td>$9600 savings</td>
</tr>
<tr>
<td>98</td>
<td>113,780</td>
<td>149,674</td>
<td>$898,044</td>
<td>$616,866</td>
<td>69%</td>
<td>$281,178</td>
<td>31%</td>
<td>$7,182</td>
</tr>
<tr>
<td>99</td>
<td>116,252</td>
<td>151,447</td>
<td>$908,682</td>
<td>$584,082</td>
<td>64%</td>
<td>$324,600</td>
<td>36%</td>
<td>$10,638</td>
</tr>
<tr>
<td>00</td>
<td>(2) 115,474</td>
<td>150,089</td>
<td>$900,534</td>
<td>$576,270</td>
<td>64%</td>
<td>$324,264</td>
<td>36%</td>
<td>$8148 savings</td>
</tr>
</tbody>
</table>

(2) 5,252 Jurors Appearing in FY99 were paid in FY2000. This is the reason for the difference in numbers between # Jurors Paid (above) and # of Jurors Appearing in Exhibit I, page 1.
### DALLAS COUNTY GEORGE ALLEN LOCATION OF JURY SERVICES
#### MONTHLY PHONE REPORT

<table>
<thead>
<tr>
<th>MONTH</th>
<th>SERVICE LEVEL</th>
<th>NUMBER OF CALLS ANSWERED</th>
<th>NUMBER OF CALLS ABANDONED BY CALLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/00</td>
<td>81%</td>
<td>1117</td>
<td>81</td>
</tr>
<tr>
<td>3/00</td>
<td>81%</td>
<td>1056</td>
<td>62</td>
</tr>
<tr>
<td>4/00</td>
<td>74%</td>
<td>1023</td>
<td>78</td>
</tr>
<tr>
<td>5/00</td>
<td>76%</td>
<td>1017</td>
<td>92</td>
</tr>
<tr>
<td>7/00</td>
<td>68%</td>
<td>1028</td>
<td>122</td>
</tr>
<tr>
<td>8/00</td>
<td>70%</td>
<td>1428</td>
<td>162</td>
</tr>
<tr>
<td>9/00</td>
<td>69%</td>
<td>936</td>
<td>137</td>
</tr>
<tr>
<td>10/00</td>
<td>71%</td>
<td>1124</td>
<td>141</td>
</tr>
<tr>
<td>11/00</td>
<td>76%</td>
<td>821</td>
<td>47</td>
</tr>
<tr>
<td>average</td>
<td>74%</td>
<td>totals 9550</td>
<td>922</td>
</tr>
</tbody>
</table>
FY 2000 PERFORMANCE MEASURES

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Standby</th>
<th>% Imppaneled</th>
<th>Jurors Appearing</th>
<th>Time First Panel Dispatched</th>
<th>Total # Jurors Summoned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>1141</td>
<td>95%</td>
<td>26,112</td>
<td>9:25 a.m.</td>
<td>151,095</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>1509</td>
<td>98%</td>
<td>31,290</td>
<td>9:25 a.m.</td>
<td>182,035</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>936</td>
<td>102%</td>
<td>24,309</td>
<td>9:25 a.m.</td>
<td>155,040</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>2143</td>
<td>95%</td>
<td>28,511</td>
<td>9:25 a.m.</td>
<td>164,745</td>
</tr>
<tr>
<td>Total FY2000</td>
<td>5729</td>
<td>98%</td>
<td>110,222</td>
<td>9:25 a.m.</td>
<td>652,915</td>
</tr>
</tbody>
</table>

Targets:
- Standby: 5200 or less a year
- % Imppaneled: 97% or more
- Jurors Appearing: 125,000 or less a year
- Time first panel dispatched: 9:00 - 9:15 a.m.

Anything over 100% indicates jurors were used more than once.
## JURY SERVICES

Performance Measures Linked to Specific Resource Allocation are Boxed

<table>
<thead>
<tr>
<th>FY2000</th>
<th>FY2001 Proposed Target</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY98</td>
</tr>
<tr>
<td>Workload Measures</td>
<td>Jurors appearing for duty</td>
</tr>
<tr>
<td>Outcome Measures</td>
<td>Number of permanent exemptions filed</td>
</tr>
<tr>
<td></td>
<td>Standby jurors called</td>
</tr>
<tr>
<td></td>
<td>Jurors summoned with perm. exemption on file</td>
</tr>
</tbody>
</table>

DALLAS COUNTY FY2001 PERFORMANCE INDICATORS
### Cost of Seated Jurors

<table>
<thead>
<tr>
<th>Type of Court</th>
<th>No. of Jury Trials</th>
<th>No. of Jurors Impaneled</th>
<th>Avg Days per Trial</th>
<th>Total Days</th>
<th>Total Juror Days</th>
<th>Cost @ $6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil District Courts</td>
<td>300</td>
<td>3600</td>
<td>4.2</td>
<td>1,260</td>
<td>15,120</td>
<td>$90,720</td>
</tr>
<tr>
<td>Criminal District Courts</td>
<td>876</td>
<td>10512</td>
<td>3</td>
<td>2,628</td>
<td>31,536</td>
<td>$189,216</td>
</tr>
<tr>
<td>Family District Courts</td>
<td>55</td>
<td>660</td>
<td>3</td>
<td>165</td>
<td>1,980</td>
<td>$11,880</td>
</tr>
<tr>
<td>Juvenile District Courts</td>
<td>55</td>
<td>680</td>
<td>2</td>
<td>110</td>
<td>1,320</td>
<td>$7,920</td>
</tr>
<tr>
<td>County Courts at Law</td>
<td>228</td>
<td>1368</td>
<td>2</td>
<td>456</td>
<td>2,736</td>
<td>$16,416</td>
</tr>
<tr>
<td>County Criminal Courts</td>
<td>1583</td>
<td>9498</td>
<td>2</td>
<td>3,166</td>
<td>18,996</td>
<td>$113,976</td>
</tr>
<tr>
<td>JP Courts</td>
<td>360</td>
<td>2160</td>
<td>1</td>
<td>360</td>
<td>2,160</td>
<td>$12,960</td>
</tr>
<tr>
<td></td>
<td>3.457</td>
<td>28,458</td>
<td></td>
<td>8,145</td>
<td>73,848</td>
<td>$443,088</td>
</tr>
</tbody>
</table>

This figure represents about 25.8% of the total 110,222 jurors appearing.

This figure represents about 49% of the total paid to jurors in a year.
MEMORANDUM

TO: Commissioners Court

THRU: Commissioner Jim Jackson
Road and Bridge District Number 1

FROM: Donald R. Holzwarth, P.E.
Director of Public Works

SUBJECT: Regal Row Project 91-837
(C.R.I. & P. Railroad to IH 35E)
City/County Supplemental Agreement and
Award of Construction Contract

BACKGROUND

Funding for design and construction of the Regal Row project in the amount of $1,435,000 was approved by the voters of Dallas County in the 1991 Bond Program. Improvements include upgrading the existing four-lane divided roadway to a six-lane divided thoroughfare.

The Texas Department of Transportation (TxDOT) has received bids for the subject project. While there was excellent competition from ten bidders, the lowest bidder’s price still exceeded the estimated cost by $1,410,265. By a previously executed agreement with TxDOT, Dallas County is the Local Sponsor and therefore it is our responsibility to obtain the additional funding needed to award the construction project for this project. Public Works staff has negotiated successfully with the North Central Texas Council of Governments for increased federal funding (up to the maximum 80% of the allowable project costs), and, with the City of Dallas for additional local funding support for the implementation of this project.

By execution of the attached Supplemental Agreement, City has agreed to fund approximately 50% of the overrun of the Local Share and the County will fund the remaining 50%.

PROJECT SCHEDULE

The Project is to be conditionally awarded in late January 2001, but TxDOT will postpone signing the contract until such time as the funds are received from Dallas County. Construction is expected to commence by early April 2001.
LEGAL IMPACT

The subject City/County Interlocal Agreement has been reviewed by the District Attorney’s Office and revised appropriately.

FINANCIAL IMPACT

Dallas County Bond Authorization of $1,435,000 plus $705,133 brings the County share of the project to $2,140,133 and the City of Dallas share is $1,286,200 plus an additional $705,132 for a total City share of $1,991,332. The County share of additional funds needed will be appropriated from District 1 and District 3 remaining unencumbered contingency funding. Therefore, $343,769 will be transferred from the Denton Drive Project 91-832 in District 1 and $361,364 from the District 3 Wycliff Connection Project 91-885.

RECOMMENDATION

It is recommended that the County Judge sign the attached Supplemental City/County Agreement with the City of Dallas for implementation of the Regal Row Project 91-837. If Commissioners Court is in agreement, a court order has been placed on the next formal agenda authorizing and directing the County Judge to execute the attached Supplemental City/County Agreement, to be paid $343,769 from Bond Fund 492, Project 50085, Code 08311, (Construction), and the remaining County share of $361,364 from Bond Fund 00424, Project 50085, Code 08311 (Construction).

APPROVED BY:

Donald R. Holzwarth, P.E.
Director of Public Works

Attachment
SUPPLEMENTAL
CITY/COUNTY AGREEMENT

WHEREAS, the City of Dallas hereinafter called "City" and the County of Dallas, Texas, hereinafter called "County," desire to enter into a Supplemental City/County Agreement to the Interlocal Contract for the Implementation of the 1991 Bond Program, approved by Dallas County Commissioners Court Order 93-463 dated March 23, 1993, to provide for the funding of the design, rights of way acquisition, and construction of the Regal Row Project No. 91-837 from C.R.I.& P. Railroad to IH 35E; and

WHEREAS, Chapter 791 of the Texas Government Code, provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, funding for the Regal Row Project is authorized by the 1991 County of Dallas Transportation Bond Program.

WHEREAS, it has become necessary to supplement the funding due to the difference in the project estimate and the actual lowest bid price accepted.

WHEREAS, City and County have determined that such supplement in funding is in the best interest of the citizens of Dallas County.

NOW THEREFORE, THIS SUPPLEMENTAL CITY/COUNTY AGREEMENT is hereby made and entered into by the "City" and "County" upon and for the mutual consideration stated herein:

WITNESSETH

I.

City hereby requests and County agrees to represent City and County as Local Sponsor for funding purposes for the construction of the Regal Row Project 91-837 from C.R.I.& P. Railroad to IH 35E at a cost to the County in the total not-to-exceed amount of $2,140,133 and a cost to the City of $1,991,332; as more fully described in

Regal Row Project 91-837
Interlocal Agreement - City of Dallas
Exhibit "A", attached hereto and incorporated for all purposes by reference. Each party does hereby appropriate sums in accordance with Exhibit "A" for the Regal Row Project.

To the extent the funding set forth in Exhibit "A" of this Supplement conflicts with the funding methodology set forth in the Interlocal Contract for the Implementation of the 1991 Bond Program, the terms of this Supplement shall control.

II.

County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

III.

This Supplement shall be expressly subject to the sovereign immunity of County and the governmental immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This Supplement shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Supplement filed by either City or County shall be in Dallas County, Texas.

IV.

The Effective Date of this Supplement shall be the latest date it is executed by one of the parties. Reference to the date of execution shall mean the Effective Date.

V.

This Supplement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

VI.

This Supplement embodies the complete agreement of the parties,
superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Supplement and cannot be modified without written supplemental agreement of the parties to be attached to and made a part of this Supplement.

**COUNTY OF DALLAS**

By: Lee F. Jackson  
County Judge

Date

APPROVED AS TO FORM:

John B. Dahill,  
Assistant District Attorney

Date:

**CITY OF DALLAS**

By: Ted Benavides  
City Manager

Date

APPROVED AS TO FORM:

Assistant City Attorney

Date:

937:FUNDING ILA

Regal Row Project 91-837  
Interlocal Agreement - City of Dallas
EXHIBIT A
REGAL ROW PROJECT 91-837
COST COMPONENTS
AFFECTING LOCAL SHARE FUNDS

- LOCAL SHARE of CONSTRUCTION/ENG/CONTIN $2,731,665
  and RR CROSS/SIG (USING 80% fed. 20% local)
  does not include $10,926,662 Federal Money
- ROW ACQUISITION $380,000
- DESIGN COSTS $649,800
- UTILITY RELOCATIONS $120,000
- ADMINISTRATIVE COSTS $250,000

SUBTOTAL $4,131,165

PREVIOUS IDENTIFIED LOCAL FUNDING SOURCES
- CITY OF DALLAS $1,286,200
- DALLAS COUNTY $1,435,000
- TOTAL LOCAL FUNDING AVAILABLE $2,721,700
- ADDITIONAL FUNDS NEEDED $1,410,265

ADDITIONAL LOCAL FUNDING NEEDED

With 50% — 50% split of this shortage:
  City = $705,132
  County = $705,133

TOTALS FOR EACH LOCAL ENTITY

COUNTY = $1,435,000 + $705,133 = $2,140,133
CITY = $800,000 + $1,191,332 = $1,991,332
MEMORANDUM

TO: Commissioners Court

FROM: Donald R. Holzwarth, P.E.
       Director of Public Works

SUBJECT: Policy and Procedures Update for Procurement of Engineering Services for Major Capital Improvement Program (MCIP) Initial Program Year Projects

BACKGROUND

The purpose of this briefing is to gain approval of policy updates, and contract modifications to facilitate selection of engineering services and reflect funding by annual MCIP budget rather than bond funds. These updates will be incorporated into the overall current "Unified Policy for Procurement of Architectural/Engineering Services" after a full review of the policy. The updated contract will be briefed to the Court before consultant awards are made.

The Transportation Program of the County's new MCIP has been in place through one successful call for projects cycle conducted during 2000, and we are now embarked on the 2nd annual cycle. The projects were all evaluated and scored according to the published criteria, and each Commissioner made final selections. The Commissioners Court approved the overall project slate on October 17th, 2000, and project initiation activities have been underway since that time. A round of "kickoff meetings" was held from November 2000 through January 2001 with each city, to discuss initial determinations of scope and which entity could best provide lead project management to assure responsive project delivery.

The initial call for projects included primarily PY04 and PY05 projects, with a few later year projects selected. To assure timely completion of the projects consultant engineers need to be selected in order to get project designs initiated and assure we can award the construction contract before the end of the selected project Program Year (PY). The current "Unified Policy for Procurement of Architectural/Engineering Services" can be used to guide the selection process, but require some procedural and legal citation updates in order to optimize our selection process.

IMPACT ON OPERATIONS

Two specific updates are required to make the current policy work optimally in the MCIP environment. First, we need to include partner city representation on the Selection Committee for each project. The current policy does not preclude this, but does not explicitly state we will have other financial stakeholders represented on the Selection Committee. With the general 50%-50% cost sharing arrangements in the MCIP, it is now necessary to assure that each financial partner has a voice in such key activities as consultant selection.
The second update concerns a two-step process for arriving at the best-qualified firm for each project. Currently there are over 250 firms that have previously requested to be notified of potential engineering services required by Dallas County. It is anticipated that a large number of firms will compete to provide said engineering services. In order to have a practical method to obtain a more manageable number of firms to interview for determination of best qualified, it is recommended that a short list be developed. Our policy currently states that we may schedule interviews with firms, and our procedural update is to include an initial evaluation of all firms, judged all against the projects the firms have stated an interest in, to come up with a smaller number of firms who are judged to be more competitive to become “best qualified.” This will be about 2 to 3 times the number of projects we are going to award contracts for (for example, if we have 10 projects, we would prequalify about 20-30 firms). We will then interview these firms, evaluating and ranking them against each project to determine best qualified for each project. The prequalification procedure has been used successfully by the City of Dallas, and our consulting engineer community is familiar with it. The Architect/Engineer Rating Form, to include the M/WBE Participation elements, will remain the same as currently used in Dallas County.

The Unified Policy draft contract will be modified to include clauses reflecting the change from bond to annual budget funding. Additional changes will be made to reflect current changes in the law and to better protect the county in the indemnification, insurance and other sections. The proposed contract will be briefed to the Commissioners Court before consultant awards are made.

LEGAL INFORMATION

By Court Order 91-393 dated March 5, 1991, Dallas County adopted a “Unified Policy for Procurement of Architectural/Engineering Services”. Said policy was enacted in response to the Professional Services Procurement Act as amended by SB 677, 71st Texas Legislature, to ensure that Dallas County complies with all applicable State laws. The procedural updates discussed above will help to reflect the current State law citations. These procedures have all been coordinated with the Civil District Attorney’s office, which is in full concurrence. The consultant contract will also be updated to assure:

1. compliance with MCIP annual budget funding
2. more accurately reflect the Five Phase Project Delivery System
3. more fully protect the interests of Dallas County

The final contract form will be presented for Commissioner’s Court approval, before any consultant contract awards are made.

FINANCIAL CONSIDERATIONS

Approval of these changes will assist us in maintaining MCIP project schedules and budgets, and is especially important given the inflationary pressures in the transportation construction sector. Consultant engineer contracts will be funded jointly by City and County funding. All County funding will come from the approved MCIP Transportation Budget.
RECOMMENDATION

We recommend that Commissioners Court authorize Public Works, and Purchasing, with the full advice and consent of the Civil District Attorney's Office, to commence the consultant engineer selection procedural process, using updates outlined in this briefing. Also to allow us to complete revisions necessary to the existing "draft contract" entitled "Exhibit 'C'" for engineering services as set forth in the current "Unified Policy for Procurement of Architectural/Engineering Services", and incorporate all of these updates into the next changes in the Unified Policy.

APPROVED BY

Donald R. Holzwarth, P. E.
Director of Public Works

DRH:jcn

Cc: John Cantwell, Purchasing, John Dahill, and District Attorney's Office
January 31, 2001

TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Annual Contract for Electrical Supplies, Bid #2000-065-317

Background/Issue
On February 1, 2000, the Commissioners Court awarded the aforementioned contract to Wesco Distribution for the period of February 1, 2000 through January 31, 2001. The contract is for the purchase of various electrical supplies based on catalog discount pricing from the Trade Service Catalog Publication. The terms of the contract permit the contract to be extended for a twelve month period, upon mutual agreement by all parties. As a result of Wesco's compliance with contract specifications, the Facilities Management Department has requested that the county exercise the twelve month extension option contained within Bid #2000-065-317.

Wesco Distribution has agreed to honor their existing 40% discount pricing for an additional twelve month period in accordance with contract terms and conditions. Wesco's discount pricing represents a savings of 12% when compared to the remaining proposer.

Financial Impact
Dallas County expends approximately $200,000.00 in electrical supplies yearly.

Recommendation
In accordance with the terms of Bid #2000-065-317, the Purchasing Department recommends that the Commissioners Court authorize the twelve month extension to the Annual Contract for Electrical Supplies as awarded to Wesco Distribution for the period of February 1, 2001 through January 31, 2002 at an estimated annual cost of $200,000.00.

Should the Court concur with this recommendation, a Court Order will be scheduled for the next Formal Agenda.

Recommended for Approval by:

John J. Cantwell, Purchasing Director

C: Jim Barrett, Assistant Director Facilities Management
Jessie Darrett, Maintenance Manager
Billy Martin, Maintenance Supervisor
ATTN: Linda Bolie  Dallas Co. Purchasing

Per our conversation earlier we are willing to extend our Contract Bid #2000-065-317 with you for another year.

Thank you,

Kevin Nisley
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DATE: December 15, 2000

TO: Billy Martin, Fac. Mgt.

FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Electrical Supplies, Bid #2000-065-317

The aforementioned contract, as awarded to Wesco Dist., is due to expire on 1/31/01. As the Contract Manager, the specifications are attached for your review. Please update all estimated quantities and make any revisions to the terms, conditions and/or general requirements.

Please return this form (signed) and all revisions to the contract to the Purchasing Department ASAP.

REPLY: Upon review of Solicitation # 2000-065-317: (Check one)

a. Services currently performed by the Contractor is in compliance with contract requirements. As a result of the contract extension option contained within the bid specifications, this department requests that the contract be extended for an additional twelve month period.

b. Revisions are required and have been made (see attached).

c. Revisions are not required. However, we request that the contract be re-solicited due to the following reasons:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

d. The services/products contained within this contract are no longer utilized by this department

Additional Comments:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Signature of Contract Manager:

[Signature]

513 Records Bldg., 6th Floor

Dallas, Texas 75202
January 30, 2001

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Liquid Waste Treatment & Disposal Services, Bid #2000-066-318

Background/Issue
On February 8, 2000, the Commissioners Court awarded the aforementioned contract to Allwaste Recovery Systems for the period of February 25, 2000 through February 24, 2001. The contract provides a fixed rate cost for the treatment and disposal of liquid waste in various county grease and sand traps compactors/dumpsters based on an as needed basis. The contract terms permit, upon mutual agreement, the contract to be extended for an additional twelve month period based on the terms and conditions set forth and awarded. As a result of Allwaste's compliance with contract specifications, the Facilities Management Department has requested that the County exercise the twelve month extension option contained within Bid #2000-066-318.

Allwaste Recovery Systems has agreed to extend the contract for an additional twelve month period in accordance with the terms and conditions set forth in Bid #2000-066-318. Allwaste Recovery's contract pricing reflects a cost savings of approximately 4%-28% when compared to the other submitted proposals. Historically, Dallas County has experienced increases in industrial waste services due to re-solicitation of these contracts. Therefore, the extension is recommended.

Financial Impact
To date, Dallas County payment records indicate expenditures of approximately $23,000 for liquid waste services based on the time period and bid specification outlined in Bid #2000-066-318.

Recommendation
In accordance with the terms and conditions set forth in Bid #2000-066-318, the Purchasing Department recommends that the Annual Contract for Liquid Waste Treatment & Disposal Services as awarded to Allwaste Recovery Systems be extended for an additional twelve month period based on the terms and conditions set forth, effective February 25, 2001 through February 24, 2002 at an estimated annual cost of $27,000.00.

Should the Court concur with this recommendation, a Court Order will be scheduled for the next available Formal Agenda.

Recommended for Approval by: 

John J. Caftwell, Purchasing Director

C: Jim Barrett, Assistant Director Facilities Management
Mack Richardson, Contract Manager, Fac. Mgt.
January 9, 2001

Ms. Linda Boles
Dallas County Purchasing Department
613 Records Bldg., 6th Floor
Dallas, TX 75202

Phone (214) 653-6500
Fax (214) 653-7449

Subject: Acceptance of extension of the Annual Contract for Liquid Waste Treatment & Disposal Services, Bid #2000-066-318

Dear Ms. Boles:

Allwaste Recovery Systems (ARS) accepts the extension of the aforementioned contract. ARS agrees to a twelve-month extension period based on the terms, conditions and pricing set forth and awarded to start February 25, 2001.

Please feel free to contact me if additional information is required. (214) 637-5575

Sincerely,

[Signature]
Thomas Regan
Sales Representative
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MEMORANDUM

TO: The Honorable Commissioners Court

FROM: Shirley Rapp, Purchasing Analyst
        Chris Thompson, Director of Communications & Central Services

SUBJECT: Contract Extension
Annual Contract for Cellular Telephone Services
Bid No. 98-337

BACKGROUND/ISSUE

The Annual Contract for Cellular Telephone Services was awarded by the Commissioners Court on February 9, 1999 to AT&T Wireless Services for an initial contract period of two years beginning February 7, 1999 through February 6, 2001. The contract has three additional one year extension options.

AT&T Wireless has agreed by the attached memo to extend the contract for an additional one year period under the original terms and conditions. A current Vendor Statistical Report is included for your review.

FINANCIAL IMPACT

At the time of award Dallas County averaged 300 cellular phones and the contract was estimated at $175,737.40 based on the rate plans included in the bid. Dallas County currently averages 410 cellular phones and the average monthly contract amount is $15,000 for a total annual cost of $180,000.

The increased number of cell phones for a small increase in cost is a result of continued monitoring of the cellular usage by the Project Manager and adjustment of phones to a more appropriate plan as they become available.
RECOMMENDATION

AT&T Wireless continues to provide good service under this contract. As a result, the Communications and Purchasing Departments recommend that the first of three one year contract extensions be authorized. The additional contract period with AT&T Wireless for the Annual Contract for Cellular Telephone Service under Bid No. 98-337 will be from February 7, 2001 through February 6, 2002 for an estimated annual cost of $180,000.

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

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**CHECK ONE:**
- Minority-Owned Firm Certification
- Woman-Owned Firm Certification
- X Non-Minority Owned Firm

**Signature:**

**Typed Name and Title:**

**Record:**

**FCC ID:**

**Page:** 2 of 7
To Dallas County,

Per your request, AT&T Wireless will extend your current wireless services, for 12 months, under the current terms and conditions. If you have any questions, please feel free to contact me directly at 972-489-9788. Thank You.

Sincerely,

Bridget Kaiser
Government Account Executive
DALLAS COUNTY
PURCHASING DEPARTMENT

January 31, 2001

TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Annual Contract for Auto Body/Damage Repair Services

Background/Issue
The Purchasing Department in conjunction with Central Services/ASC has revised the specifications for the aforementioned contract. The contract provides auto body/damage repair service to the various damaged county vehicles by contracting with a single autobody repair service company based on a mark-up or discount from the county's contracted consultant's estimate. Changes to the bid specifications were made in an effort to incorporate industry standards/practices, clarify contract requirements and approve any utilized subcontractors. A copy of the technical portion of the bid specifications is attached for the Court's review and approval consideration. During the pre-bid conference staff will review the specifications with the attendees to insure a clear understanding of the specifications and to confirm that the specifications do not restrict competition by exceeding industry standards. The contract is based on a twelve month period with the option to extend for two additional twelve month periods.

The Purchasing Department contacted various governmental entities to inquire how they handle this type of service and the findings are as follows:
1) Denton County – seeks competitive quotes on an as needed basis.
2) Collin County – seeks competitive quotes on an as needed basis.
3) Tarrant County – currently has a contract in place which was patterned off our current bid specifications. They have indicated they are very satisfied with results and savings that they receive under this process.
4) City of Dallas – currently the City's Honda vehicles are under contract. The contract requirements specified that all bidders must be a certified CNGHonda dealer. All other body repair service is either done in house or secured by competitive quotes on an as needed basis.

Financial Impact
Currently, Dallas County receives a 25% discount off appraisal estimates from the county's current contractor (Rios Paint and Body). Audit records indicate that the value of the existing contract is in excess of $100,000.00.

Recommendation
It is the recommendation of the Purchasing Department that the Commissioners Court approve the attached bid specifications and authorize the Purchasing Department to advertise solicitations in accordance with local procurement laws.

Should the Court concur with this recommendation bids will be solicited for the Annual Contract for Auto Body/Damage Services based on this briefing document.

Recommended for Approval by:

[Signature]
John J. Cantwell, Purchasing Director

C: Chris Thompson, Director Central Services
Dick Wakeman, ASC

613 Records Bldg., 6th Floor
Dallas, Texas 75202
(214) 653-7431
GENERAL REQUIREMENTS

SCOPE OF WORK
Contractor agrees to provide professional repair/restoration work in accordance with the itemized autobody appraisal provided by the Dallas County consultant/appraiser.

CONTRACT MANAGER
Any questions pertaining to the scope of work are to be directed to Dick Wakeman (Fleet Manager) @ 214-653-6529, prior to the bid opening date.

PRE-BID CONFERENCE
A pre-bid conference will be held on @ in the Purchasing Department Conference Room - 613 Main St., 6th Flr., Dallas Tx 75202. The purpose of the conference is to answer any questions bidder’s may have regarding the bid specifications/scope of work. Although this is not a mandatory conference, bidders are encouraged to attend to insure that they fully understand the bid specifications and scope of work. It is the bidder’s responsibility to completely understand the bid specifications/scope of work, prior to submitting a bid. No changes to the discount pricing/terms and/or conditions will be made after the bid opening date, due to the bidder’s misunderstanding of the bid specifications.

SUPPLEMENTAL WORK
The Contractor agrees to perform all repairs according to the itemized repair appraisal by the consultant/appraiser. If any repair/replacement techniques are found to be unnecessary and/or additional work is required in and above those noted on the county’s written repair estimate, the Contractor will notify the county consultant/appraiser for approval prior to deviating from the original appraisal. To expedite and/or insure no work stoppage, the consultant/appraiser may grant verbal approval for all supplemental work which will be followed up with a written supplement.

TOWING
Within 24 hours after notification to proceed, the Contractor will be responsible for moving the respective vehicle(s) from the county location to an authorized repair facility. All vehicles will be towed, not driven, to and from the designated county locations and/or authorized repair sites. All towing, storage, tear down, etc. charges will be the sole responsibility of the Contractor. All towing will be performed by a commercially licensed and insured towing company authorized to operate within legal limits set forth by the city/state transportation departments.

PARTS
Contractor agrees that all parts shall be OEM (Original Equipment Manufacturer), unless otherwise specified by the appraisal. Rebuilt and/or reconditioned parts may only be used if the following conditions are met:

a. Dallas County’s consultant/appraiser is notified and agrees to the use of the non-OEM parts [this must be stipulated in the appraisal]

b. New non-OEM parts are required to have the name, manufacturer logo and/or insignia visibly indicated, when applicable

c. Contractor warrants that the non-OEM, rebuilt and/or reconditioned parts meet and/or exceed those of the original equipment manufacturer part being replaced.
ON-SITE INSPECTIONS
Contractor agrees to allow the designated County representative(s) to conduct periodic "on-site" inspections of any/all vehicles being repaired for reasons of insuring that all repairs are being performed in accordance with the agreed to estimate(s).

(*Designated County representatives defined as: Any County personnel assigned, in writing, by Director of Communications and Central Services.)

EQUIPMENT REQUIREMENTS AND STANDARDS OF OPERATION
Listed herein is certain equipment and standards of operation required by Dallas County to repair vehicles including the restoration of steering system alignment, including four wheel alignment, and to verify condition and results by printout. In the event the contractor utilizes the services of outside agencies (subcontractors) to perform any of the required repair/restoration work, Dallas County must approve, by written acknowledgment, any/all subcontractors utilized under this contract to ensure that such repair/restoration work meets the minimum standards as established by Dallas County in this bid. Failure by the Contractor to secure authorization from Dallas County for subcontract services may result in monetary deductions applied to the Contractor's invoice for the unauthorized outsourced services due to failure to comply with the contract terms.

a. A measuring device capable of measuring in three (3) dimensions both (symmetrical or asymmetrical unibody structures) for the type of vehicle repaired, and provide written structural documentation or computer printout. All operators must have evidence of current training for the type of measuring device being used.

b. Must be able to provide documentation of recent and ongoing employee technical training and certification programs (i.e., I-CAR, ASE, paint, equipment vehicle manufacture training.)

c. Must have a gas metal arc (GMA/MIG) welder. Technicians must be trained in proper welding techniques and be certified in welding through I-CAR, or the American Welding Society.

d. Must have the ability to fully hoist a vehicle for inspection.

e. Must have four-point anchoring system capable of holding a vehicle in a stationary position during structural and body pulls which is suitable for the specific type of vehicle being repaired.

f. Must have electrical or hydraulic equipment capable of making simultaneous multiple body or structural pulls for repairs as well as evidence of recent technical training or competence with same.

g. Must have pressurized spray booth meeting current federal, state and local requirements.

h. Must have the ability to perform and verify four-wheel alignment through computer printout.

i. Must have the equipment and capability to remove and reinstall suspension, engine and drive-train components when necessary.

j. Must have employees who are qualified to diagnose airbags and safety restraints and be capable of completing OE-specified repairs using in-house equipment. Employees performing such repairs must have ASE electrical certification or electrical/electronic certification from some other industry recognized source, i.e., I-CAR, Ford, GM.

k. Equipment for use by certified personnel to evaluate and recharge air conditioning systems shall meet all applicable federal, state, provincial and local requirements.
COMPLETION TIME FRAME
Upon authorization to proceed and receipt of vehicle, the bidder agrees to have the respective vehicle repaired within a time frame denoted in the written appraisal and provided by the County's consultant/appraiser. Requests for additional time must be approved by Dallas County consultant/appraiser. Dallas County reserves the right to secure services from other vendors for repair/restoration work if contracted company has three (3) or more vehicles not completed after the specified time frame.

PAINT
Contractor warrants to "color match" all vehicles requiring painting. Unapproved and/or non-color matched vehicles will be repainted at the contractors expense, if found unsatisfactory by the Dallas County consultant/appraiser. All work must produce an original equipment manufacturer type finish.

VEHICLE STORAGE
Bidder will be responsible for adequate secured storage of all County vehicles located on his/her site. All Dallas County vehicles shall be stored inside during non-business hours. All storage fees shall be incurred by bidder.

DAMAGES
Contractor is responsible for any/all additional damages caused to county vehicles while in the Contractor's possession of vehicle(s), including but not limited to: transporting, storage, workmanship and/or third party handling/servicing.

TERMINATION
Unsatisfactory work and/or failure to complete the designated work within the required time frame may result in termination of contract and/or stoppage of payments.

PRICING
Contractor will submit a "mark-up or mark-down" percentage cost to be applied to the appraisal sheet provided by the County consultant/appraiser. All work to be performed will be in accordance with the estimate provided by the County's consultant/appraiser.

FINAL INSPECTION/PAYMENT
All work will be performed in accordance with the outlined work order furnished by the County consultant/appraiser. Contractor will contact the County Fleet Manager and the County Consultant/Appraiser upon completion of the outlined work. In addition and prior to any inspections being performed by designated County representatives, the respective vehicle(s) will be, at no additional cost to Dallas County, washed and the interior cleaned and swept. Dallas County will authorize payment per vehicle, upon satisfactory completion, inspection and written acceptance by Dallas County for the vehicle. Repair work found unacceptable by the Dallas County consultant/appraiser and Fleet Manager will be corrected at the Contractor's expense. Bidders are subject to non-payment for any/all unauthorized repair/restoration work.

WARRANTY
The Contractor agrees to perform repairs which serve to restore the damaged vehicle to its preloss condition relative to safety function and appearance and further agrees to warrant workmanship, including refinishing, for a period of not less than one year from date of completion of repairs.

QUALIFICATIONS/DOCUMENTS TO BE SUBMITTED WITH BID PROPOSAL
References:
All bidders are to have a minimum of three (3) years experience in complete automotive restoration service. Bidders are to submit with their bid proposal a minimum of three company (3) references, stipulating estimated number of vehicles repaired with agency, contact person, and phone number.

By submission of a Bid Proposal, the awarded auto body facility certifies that greater than 50% of their gross annual
sales are derived from collision repairs. Upon request, Bidders will submit documentation verifying that greater than 50% of the company's business is from collusion repairs.
The following proposal is submitted in accordance with the County's aforementioned terms and conditions. All requested documents will be submitted as stipulated. It is understood that lack of submission of the requested documents and/or non-compliance with the terms and conditions may result in rejection of our proposal, delay in payments and/or cancellation of contract.

Authorized Signature of Company Representative:

Cost to provide autobody repair service (including but not limited to: equipment, materials, labor, subcontracted work, etc.) as outlined in the autobody repair appraisal provided by the county or their representative

(choose one):

a) deduct: _________ % to county's total autobody repair appraisal/vehicle

b) add: _____________ % to county's total autobody repair appraisal/vehicle

* Dallas County will write appraisals based on prevailing rates as follows:
  Body Labor: $32.00 flat rate per hour
  Paint Labor: $32.00 flat rate per hour
  Paint Supplies & Material $22.00 flat rate per hour (not to exceed $450.00)
  Mechanical Labor: $60.00 flat rate per hour

Specify Warranty: _____________ parts _____________ labor
  (*minimum 12 months)

Specify Payment Terms: _______% _______ days net 30 days
  *net 30 days upon receipt of invoice in Auditors Office

Specify any deviations to the County bid specifications and/or additional costs, comments made part of your bid proposal, if applicable:

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH BID PROPOSAL:
1) List of three (3) references (refer to page 7 *Qualifications/Documents to be submitted w/ Bid Proposal)

Failure to submit references with bid proposal may render the proposal noncompliant.

NOTE: Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation requirements and adequate liability limitations. SEE Page 1, Paragraph 3.
IN THE EVENT THAT YOUR VENDOR REPRESENTATIVE/CONTACT PERSON IS CHANGED, IT IS THE RESPONSIBILITY OF THE VENDOR TO IMMEDIATELY NOTIFY THE DALLAS COUNTY PURCHASING DEPARTMENT. PLEASE MAKE REFERENCE TO THE BID NUMBER.
January 24, 2001

MEMORANDUM

TO: Commissioners Court

FROM: Ryan Brown
Senior Budget & Policy Analyst

SUBJECT: Management Initiatives by Constable Precinct 1 (Pappas) and Constable Precinct 3 (Richardson)

BACKGROUND
The goal of the Departmental Discretionary Account is to encourage managers to make cost-saving or revenue-producing suggestions. The Guidelines require that such suggestions be analyzed by a staff department and approved by the Court. The purpose of this briefing is to report on two such management initiatives.

IMPACT ON OPERATIONS
Constable Precinct 1 (Mike Pappas)
Constable Pappas is requesting D.D.A. approval to hold a deputy grade 66 (pos. #1263) position vacant from February 1, 2001 to August 31, 2001.

Constable Pappas continues to earn more deputies (23) than he is authorized (20) and holding this position vacant will decrease his authorized deputy staff to 19 deputies for the next six months.

Constable Precinct 3 (Rick Richardson)
Constable Richardson is requesting D.D.A. approval to hold a deputy grade 66 (pos. #56) position vacant from February 1, 2001 to August 31, 2001.

Constable Richardson is authorized 16 deputies for FY2001 and is currently earning 15.46 deputies, which rounds down to an earning rate of 15 deputies.

In response to these requests the Office of Budget and Evaluation reviewed the papers received by Constables Pappas and Richardson and determined that they were reporting them appropriately.

FINANCIAL IMPACT/CONSIDERATIONS
Not hiring two deputies for the next six months of FY2001 will save Dallas County $41,308 based on the FY2001 salary for a deputy, grade sixty-six at entry level. Accordingly, the appropriate D.D.A. additions are listed on the next page.
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### Recommendation

The Office of Budget and Evaluation recommends the transfers listed above to recognize Constable Pappas and Constable Richardson’s management initiatives.
January 24, 2001

To: Commissioners Court

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

Subject: Amendment to Express Scripts, Inc. Contract

Background
In Court Order 99-1463, Dallas County Commissioners Court approved a contract with Express Scripts, Inc. for prescription benefit management in support of the Public Employees Benefit Cooperative (PEBC). An Amendment (Attachment 1) to that contract has been negotiated by the Executive Director of the PEBC and County Attorneys. Terms of the Amendment increase drug discounts on brand name drugs; provide a three year fee guarantee without a contract "lock in"; and, provide for a 120 day (rather than 60) notice of rate changes.

Operational Impact
A longer lead-time for rate changes will allow members of the PEBC time to react to increases and determine a course of action to mitigate the effects.

Financial Impact
The increased discounts would have produced estimated savings of $180,000.00 to the PEBC membership in 2000. Similar savings are anticipated in 2001, of which Dallas County will realize approximately half.

Recommendation
The Personnel/Civil Service Department recommends the Commissioners Court approve the Amendment to the Express Scripts, Inc. contract and authorize the County Judge to sign the Amendment on behalf of the County.

Recommended by: Mattye Mauldin Taylor, Ph.D.
      Director of Personnel/Civil Service
AMENDMENT #1 TO EXPRESS SCRIPTS, INC. MANAGED PRESCRIPTION DRUG PROGRAM AGREEMENT

This AMENDMENT (the “Amendment”) is entered into as of January 1, 2001, by and between EXPRESS SCRIPTS, INC., EXPRESS SCRIPTS UTILIZATION MANAGEMENT CO., AND ESI MAIL PHARMACY SERVICE, INC. (collectively referred to as “ESI”) and THE COUNTY OF DALLAS IN THE STATE OF TEXAS, organized under the laws of the State of Texas (“Sponsor”).

RECITALS

1. ESI and Sponsor are parties to a Managed Prescription Drug Program agreement dated as of August 1, 1999 (the “Agreement”), pursuant to which ESI provides certain prescription drug benefit management services to Sponsor.

2. Sponsor and ESI desire to update the Agreement and otherwise amend the Agreement in accordance with the terms and conditions set forth herein.

TERMS OF AMENDMENT

NOW, THEREFORE, in consideration of the premises and other conditions contained herein, the parties hereto hereby agree as follows:

1. Parties to the Agreement. The parties acknowledge the joinder of Express Scripts Utilization Management Co. and ESI Mail Pharmacy Service, Inc., both wholly owned subsidiaries of Express Scripts, Inc., to the Agreement. Both Express Scripts Utilization Management Co. and ESI Mail Pharmacy Service, Inc. agree to be bound by the terms and conditions of the Agreement. For purposes of the Agreement, the term “ESI” shall refer collectively to Express Scripts, Inc., Express Scripts Utilization Management Co. and ESI Mail Pharmacy Service, Inc.

2. Prescription Drug Program Fees - Exhibit A.

A. Section 1A(1) of Exhibit A of the Agreement is amended to provide that the ingredient cost for Prescription Drug Claims filled by Participating Pharmacies in the PERxCare Network shall be AWP less 14%

B. Section 2A of Exhibit A of the Agreement is amended to provide that the ingredient cost for brand drugs for Prescription Drug Claims filled by the Mail Service Pharmacy shall be AWP less 17%.

C. Fee Guarantee. Subject to the termination and renewal provisions described in Sections 7.1 and 7.2 of the Agreement, ESI agrees that Prescription Drug Program Fees for renewal terms through December 31, 2003, shall remain the same, except for the (i) ingredient cost and dispensing fee for prescriptions filled by a Participating Pharmacy; and (ii) the ingredient cost for prescriptions filled by the Mail Service Pharmacy and the dispensing fee which is subject to adjustment from time to time for increases in postage and delivery charges upon notice to Sponsor. ESI will provide written notice of any increase in ingredient cost and dispensing fees not less than one hundred twenty (120) days prior to the start of any renewal term except to the extent that any such increase is a result of a (i) change or interpretation in laws
or regulations as provided in Section 6.2; or (ii) if ESI pays a particular Participating Pharmacy a higher rate because Sponsor has requested such pharmacy be included in the network, the rate charged to Sponsor shall be the net ingredient cost plus the dispensing fee paid by ESI to such pharmacy, plus applicable sales or excise tax or other governmental surcharge, or any preferred product or generic incentive fee, if any. Such fees shall not be effective unless mutually agreed to by Sponsor and ESI upon commencement of any renewal term.

3. **Effective Date; Effect of Amendment.**

   (a) This Amendment shall be effective as of January 1, 2001.

   (b) Except as expressly provided herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

4. **Choice of Law.** This Amendment shall be construed by and governed in all respects according to the laws of the state indicated in the Agreement.

**IN WITNESS WHEREOF,** the undersigned have executed this Amendment as of the day and year first written above.

---

**EXPRESS SCRIPTS, INC.**

By: ____________________________
Printed Name: __________________
Title: __________________________

**THE COUNTY OF DALLAS IN THE STATE OF TEXAS**

By: ____________________________
Printed Name: __________________
Title: __________________________
Phone: __________________________
Fax: ____________________________
Federal ID Number: ______________

**EXPRESS SCRIPTS UTILIZATION MANAGEMENT CO.**

By: ____________________________
Printed Name: __________________
Title: __________________________

**ESI MAIL PHARMACY SERVICE, INC.**

By: ____________________________
Printed Name: __________________
Title: __________________________
January 24, 2001

To: Commissioners Court

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

Subject: Interlocal Agreement Addendum with the North Central Texas Council of Governments

Background
The Board of Governance of the Public Employees Benefit Cooperative (PEBC) recommended that the members of the PEBC procure communication services necessary for Open Enrollment 2001 through North Central Texas Council of Governments (NCTCOG). The communication services included art and graphic design, layout, printing and preparation for distribution. Addendum 2 (Attachment A) to the Interlocal Agreement with NCTCOG provides for provision of the services required by PEBC members for enrollment in 2001.

Impact on Operations
The services provided through the Addendum facilitate communication of the County’s Employee Health Benefit Plans for 2001.

Financial Impact
The $28,525.00 total cost of the Addendum to the Interlocal Agreement will be split between the PEBC membership on a pro rata basis. Dallas County’s portion will be $16,573.61, which is budgeted for and will be paid from the Employee Benefits Trust.

Legal Review
The County Attorney has reviewed the Addendum to the Interlocal Agreement.

Recommendation
The Personnel/Civil Service Department recommends the Commissioners Court approve the Addendum to the Interlocal Agreement with the North Central Texas Council of Governments and authorize the County Judge to sign the Addendum on behalf of Dallas County.

Recommended by:

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

501 Main Street, Room 103
Criminal Courts Building
Dallas, Texas 75202
(214) 653-7638

Equal Opportunity Employer
WHEREAS, the Counties of Tarrant and Dallas and the North Texas Tollway Authority (collectively, "PEBC") contracted with the North Central Texas Council of Governments ("NCTCOG") for the provision of dedicated staff and support activities for the PEBC; and

WHEREAS, the parties wish to contract for the provision of the PEBC's plan year 2001 communication materials and fulfillment; and

WHEREAS, Section 791.025 of the Texas Government Code permits agreements between local governments and Councils of Governments for the provision of such services; and

WHEREAS, the parties find the service provided by NCTCOG under this Addendum No. 2 is a service that each of the parties is authorized to perform individually; and

WHEREAS, the parties find that the payments by the parties for services performed pursuant to this Addendum may be made from current revenues readily available to the paying parties; and

WHEREAS, the parties find that the amount paid for services performed under this Addendum fairly compensates the performing party.

NOW THEREFORE, this Addendum No. 2 to the Interlocal Agreement for Professional Services effective January 1, 2000, is hereby entered into individually by the members of the PEBC and the NCTCOG upon and for the mutual consideration stated herein.

I. NCTCOG RESPONSIBILITIES

NCTCOG shall procure services necessary for the art design, graphic design, layout, printing and fulfillment of communication materials for the PEBC's plan year 2001. Communication materials shall be in quantities as specified in writing by the Executive Director of the PEBC.

II. PEBC RESPONSIBILITIES

The PEBC shall reimburse NCTCOG for all expense incurred under this Addendum No. 2. Reimbursement shall be made within 30 days of receipt of a written request for reimbursement by NCTCOG, and shall be paid by the member entities of the PEBC as follows:

<table>
<thead>
<tr>
<th>ENTITY</th>
<th>PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tarrant County</td>
<td>$11,058.99</td>
</tr>
<tr>
<td>Dallas County</td>
<td>$16,573.61</td>
</tr>
<tr>
<td>North Texas Tollway Authority</td>
<td>$ 892.40</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$28,525.00</td>
</tr>
</tbody>
</table>

The member entities of the PEBC acknowledge that the cost for each entity under this Addendum No. 2 deviates from the entities' prorata distribution as set forth in Section IV. of the Interlocal Agreement for Professional Services because a portion of the cost has been set by actual quantities of materials procured for each respective entity.
III. TERM

The Addendum is effective from execution of the last party to sign until each party has satisfactorily performed its obligations hereunder.

IV. COMMUNICATIONS

Any communication required to be given by NCTCOG to the PEBC under this Addendum, including requests for reimbursement, shall be delivered to:

Diana Kongevick
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

Any communication from the PEBC to NCTCOG shall be delivered to:

Mike Eastland
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

V. ADDENDUM SUBJECT TO TERMS OF THE INTERLOCAL AGREEMENT

This Addendum No. 2 is subject to the terms of the Interlocal Agreement for Professional Services between the parties. No part of this Addendum shall be construed as changing any term of the Interlocal Agreement, or as relieving any party of its rights and responsibilities under the Interlocal Agreement.
Date: January 30, 2001

To: Commissioners Court

From: Kristin Branam, Policy Analyst

Subject: Relationships in the Workplace Policy--All Comments Received

BACKGROUND

On December 12, 2000 Commissioners Court was briefed on the Relationships in the Workplace policy. The policy was approved for distribution for a thirty day comment period. Attachment A is the policy as it was distributed. Attachments B-1 through B-7 are the comments received.

COMMENTS

1. I understand the concept of the Policy. Perhaps some rewording for Section 2.0 B. might be considered as it seems most unlikely that absolute control over individuals and their personal lives and in particular the requirement that a relationship be "reported" is plausible. (B-1)

Response: This point is well made, however we have been unable to develop a policy that makes the proper course of action any clearer.

2. I concur with the proposed policy. The policy does not describe the consequences for an employee or supervisor that becomes involved romantically with one of his/her subordinates. It alludes to some type of consequence in fairly general terms and it might be more hard-hitting if the policy were more specific. (B-2)

Response: The policy states that the supervisory staff shall be held accountable for issues affecting the workplace which stem from the relationship. These issues would have to be evaluated on a case by case basis. It would be impossible to be more specific in the general policy.

RECOMMENDATION

Staff recommends that the policy be adopted as proposed.

Approved by:

J. Allen Clemson, Administrator
ATTACHMENT A

Romantic / Sexual Relationships

1.0 **Purpose.** To establish a policy to prevent a conflict of interest or adverse impact on supervision, productivity, safety, and/or security when supervisors, managers, and co-workers engage in romantic/sexual relationships. For the County's specific policy on Prohibition Against Unlawful Harassment, see Section A (8.10-41) of the County's Administrative Policies and Procedures Manual.

2.0 **Supervisory Staff (Elected Officials, Department Heads, Managers and Supervisors)**

A. All elected officials, department heads, managers and supervisors in Dallas County are expected to conduct themselves in a professional manner reflective of the County's basic principles and organizational values. When a manager or supervisor has a romantic and/or sexual relationship with an employee over whom that supervisor or manager has the authority to influence salary, promotions, merit pay, assignments, overtime, developmental opportunities (training, conferences, etc) or disciplinary matters, this type of relationship may negatively impact business operations. This impact may include, but is not limited to, (1) charges of sexual harassment (2) overt or covert favoritism or perceptions of favoritism that adversely affect the morale and productivity of the work unit and/or (3) creating an environment where the supervisor can lose the respect and credibility of subordinates, thus reducing the supervisor's effectiveness. Supervisory staff shall be held accountable for issues affecting the workplace which stem from these types of relationships.

B. Romantic and/or sexual relationships are not allowed between supervisory personnel and an employee while the employee is subject to the supervisor's/manager's authority. One party to a relationship will not be placed under the authority of the other party to the relationship. A supervisor/manager and an employee who engages in a romantic and/or sexual relationship must report the relationship to their elected official or department head. The elected official or department head is responsible for taking appropriate action in such situations.

3.0 **Co-Workers**

A. Romantic/sexual relationships between co-workers, if not handled appropriately, can be divisive and cause friction in the workplace.

B. When a romantic and/or sexual relationship between co-workers creates an adverse effect on productivity, safety, security, or involves an identifiable conflict of interest that may detrimentally impact business operations, the elected official or department head has the responsibility to correct the adverse effects and has the right to transfer one or both parties to different work units in the same department, or to work with the County's Director of Personnel/Civil Service Department to transfer one or both parties to positions in other County departments, if possible.

3.0 **Review**

Elected Officials and departments heads are encouraged to review all matters pertaining to this policy and these situations with the Director of Personnel/Civil Service and the Civil Section of the District Attorney's Office prior to taking actions. Employees are also encouraged to review any concerns they may have with the Director of Personnel/Civil Service.
From: Bill Melton  
To: Kristin Branam  
Date: Thu, Dec 14, 2000 1:39 PM  
Subject: Re: Comments requested on proposed relationships in the workplace policy

I understand the concept of the Policy. Perhaps some rewording for Section 2.0 B. might be considered as it seems most unlikely that absolute control over individuals and their personal lives and in particular the requirement that a relationship be "reported" is plausible.

>>> Kristin Branam 12/14 10:39 AM >>>
During Briefing Session on December 12, 2000, Dallas County Commissioners Court approved the distribution of the proposed policy on Romantic/Sexual Relationships in the Workplace policy for a 30 day comment period.

Responses received after Monday, January 14th, 2001, will not be included in the rebrief to Commissioners Court.

Thank you for your consideration of the attached policy.
Kristin, Concur with the proposed policy. The policy does not describe the consequences for an employee or supervisor that becomes involved romantically with one of his/her subordinates. It alludes to some type of consequence in fairly general terms and it might be more hard-hitting if the policy were more specific.

>>> Kristin Branam 12/14 10:39 AM >>>
During Briefing Session on December 12, 2000, Dallas County Commissioners Court approved the distribution of the proposed policy on Romantic/Sexual Relationships in the Workplace policy for a 30 day comment period.

Responses received after Monday, January 14th, 2001, will not be included in the rebrief to Commissioners Court.

Thank you for your consideration of the attached policy.
I think this is an important policy and I wish that we had this in place this past year when I had a problem like this.

J. Barnard M.D.

>>>Kristin Branam 12/14 10:39 AM>>>
During Briefing Session on December 12, 2000, Dallas County Commissioners Court approved the distribution of the proposed policy on Romantic/Sexual Relationships in the Workplace policy for a 30 day comment period.

Responses received after Monday, January 14th, 2001, will not be included in the rebrief to Commissioners Court.

Thank you for your consideration of the attached policy.
MEMORANDUM

To: Kristin Branam

From: Jimmie Badgett

Re: Relationships in the Workplace

I support the "Relationship Workplace Policy" as written. We are presently enforcing a policy similar to this on Dallas County Fire and Rescue Service, even though it is a totally Volunteer Fire Department.

JB:ls
From: Mike Pappas  
To: Kristin Branam  
Date: Fri, Dec 29, 2000 10:29 AM  
Subject: Re: Comments requested on proposed relationships in the workplace policy

I agree in all aspects of this proposed policy.
Date: January 30, 2001
To: Commissioners Court
From: Kristin Branam, Policy Analyst
Subject: Employment Physicals Policy--All Comments Received

BACKGROUND

On December 5, 2000 Commissioners Court was briefed on the Employment Physicals policy. The policy was approved for distribution for a thirty day comment period. Attachment A is the policy as it was distributed. Attachments B-1 through B-3 are the comments received.

COMMENTS

1. SCHEDULING: F. There is no direction on 'who' does the rescheduling, or a time frame in which this is to happen - also there is no indication of notification to the department head of the rescheduled appt. (B-1)

   Response: The policy states that Employee Health Services will reschedule the appointment. This could be stated more directly. It is reasonable for the Employee Health Services staff to notify the Department Head of the rescheduled time.

2. MEDICAL HOLDS: Again, there is no time frame on this notification to the department head - I think it should be immediately, as the department is waiting for that person to begin work after the physical is completed. In addition, the person may not know about the "Confidentiality of Information" section below this, and report to the department and may unknowingly begin discussing the situation. And WHEN does the applicant "authorize" information to be released? After they determine they've been put on hold? Is there a form they sign? (B-1)

   Response: Recommend that the language be added after the phrase "Administrator of Employee Health Services who advises the Department Head and the Auditor's Office by the end of that business day.
   The applicant is not required to authorize release of their medical information. If the applicant is placed on medical hold, the applicant will be sent home. If they choose to authorize release of medical information to the department, the applicant must authorize the release in writing. There is no approved form at this time.

3. "Any employee already working when placed on medical hold will be sent home immediately (or returned to the old job if still available) and not allowed to return to work until...." IS A CONTRADICTION!!!! If it's someone from the employment agency who's been doing the work & then applies for County employment for the same job - what happens if they're on medical hold?? Sent home? Or returned to the old job (as the temp)? I don't get it. (B-1)
Response: This section refers to current employees who are seeking a position that requires a higher level of health clearance than their previous position. A temporary employee who applies for a permanent position, but is placed on medical hold may not assume the permanent position until their hold is lifted. They may continue to work in a temporary position that does not require a clearance from Employee Health Services unless the Medical Director judges the person to be unfit to work.

4. I am asking that the requirement for a County physical for acceptance into the County Fire Department be continued and that County Health Services continue to provide these physicals to our prospective volunteers. All members of the County Haz-Mat Team are required by federal law to have a complete physical at least once every two years. We also request these be done by the County Health Services. (B-2)

Response: This is a valid request. Staff will work with the Fire Marshal to see that the policy is amended in the proper way.

RECOMMENDATION

Staff recommends that the minor recommended changes be made to the policy and then adopted into Section B of the Policies and Procedures Manual.

Approved by:

J. Allen Clemson, Administrator
ATTACHMENT A

EMPLOYMENT PHYSICALS

POLICY STATEMENT

All prospective employees of Dallas County must undergo an employment physical which is provided by Dallas County at no cost to the employee at the Personnel/Civil Service Department Employee Health Center Services.

Current employees who are transferred or promoted to a full-time position or job that requires a different level of physical fitness will be required to undergo a physical for the new position.

REQUIREMENTS

Several requirements must be met before a physical examination is scheduled. Requirements include:

A. A Request for Personnel Form (see Section A 5.00) must be on file in the Personnel/Civil Service Department.

B. The applicant must satisfy the policy pertaining to residence, unless an exception has been granted by Commissioners Court.

C. The position the applicant will fill must be of a nature that requires a physical examination. All positions must have been posted and/or advertised in accordance with Dallas County's Affirmative Action Plan and Administrative Policies and Procedures Employment Procedures, for a minimum of five (5) working days prior to scheduling physical appointments, with the exception of intra-department activity which may be posted three (3) work days.

D. Any applicant under the age of 18 years of age must be accompanied by a parent or legal guardian.

SCHEDULING

The hiring supervisor or department head will schedule the employment physical with Employee Health Services. Upon acceptance of job offers, prospective employees who have been offered employment by a department will be provided the necessary forms and instructions on the location, time, and date of their physical by the hiring department. The following guidelines will govern scheduling of employment physicals:

A. The hiring supervisor or department head must call Employee Health Services between the hours of 8:00 a.m. and 12:00 noon to make appointments for physicals. All employment physicals must be scheduled through the Health Center between the hours of 8:00 a.m. and 12:00 noon. This will enable physicals to be scheduled more expeditiously.

B. Appointments for physicals will be made for the earliest date possible.

C. Prospective employees should have the history side of their Report of Medical History form #HMH-1 (Exhibit AN) and appropriate employment forms completed prior to arrival for examination. These forms are provided by the hiring department.

D. All appointments are scheduled for 8:00 a.m. and persons arriving late, or without completed medical history forms and appropriate employment forms may not be seen, and may be rescheduled by Employee Health Services.

E. No authorized firearm employees, LVN's or any other employees requiring TB tests will be scheduled after Thursdays due to the 48 hour requirement for test results.

F. Physicals for prospective employees placed on medical hold or incomplete must be rescheduled through the Personnel/Civil Service Department Employee Health Center Services.
DISSEMINATION OF RESULTS 5.36 Upon successful completion of the physical examination, a Pass Slip will be given. Documentation of the 5.37 results of the physical exam is given to the applicant (pending the results of the chest x-ray and lab work including drug screening if applicable) for delivery to the Department Head.

CONDITIONAL EMPLOYMENT 5.37 Department Heads may conditionally employ applicants as a result of a positive physical TB test, pending 5.38 x-ray results, provided applicants are advised of their conditional employment.

MEDICAL HOLDS 5.39 Prospective employees placed on medical hold are told by the Health Center examining physician in Employee Health Services what is necessary to pass the employment physical. The names of those placed on medical hold are given to the Director of Personnel/Civil Service Administrator of Employee Health Services who advises the Department Head and the Auditor's Office. NO MEDICAL INFORMATION IS RELEASED BY THE EMPLOYEE HEALTH SERVICES CENTER UNLESS AUTHORIZED BY THE APPLICANT. 5.39 Any employee already working when placed on medical hold will be sent home immediately (or returned to the old job if still available) and not allowed to return to work until the medical problem is resolved and clearance is provided by the Employee Health Center Services.

CONFIDENTIALITY OF INFORMATION. The supervisor or department head must not discuss medical information and medical condition with the applicant/employee. If an applicant is placed on medical hold and the department wants to consider withdrawing the employment offer, the department should immediately contact the Director of Personnel/Civil Service due to American with Disabilities issues.

5.35 A three-day waiting period is required when an appointment is missed unless circumstances warrant physical examination being done earlier. This decision will be made with the hiring department head and the Personnel/Civil Service Department.

5.42 When an applicant fails a physical examination the Director of Personnel/Civil Service will advise the Department Head and the Auditor's Office.

5.43 Absolutely no physical appointments are accepted after 12:00 noon.
From: Angela Igrisan
To: Kristin Branam
Date: Tue, Dec 19, 2000 4:15 PM
Subject: Re: Comments requested on Employment Physical Policy

Kristin here are my thoughts, based on an experience I had this past summer... (what happened to the section #’s? it makes it difficult to pinpoint one’s response)

SCHEDULING: F. There is no direction on ‘who’ does the rescheduling, or a time frame in which this is to happen - also there is no indication of notification to the department head of the rescheduled appt.

MEDICAL HOLDS: Again, there is no time frame on this notification to the department head - I think it should be immediately, as the department is waiting for that person to begin work after the physical is completed. In addition, the person may not know about the “Confidentiality of Information” section below this, and report to the department and may unknowingly begin discussing the situation. And WHEN does the applicant “authorize” information to be released? After they determine they’ve been put on hold? Is there a form they sign?

“Any employee already working when placed on medical hold will be sent home immediately (or returned to the old job if still available) and not allowed to return to work until...” IS A CONTRADICTION!!! If it’s someone from the employment agency who’s been doing the work & then applies for County employment for the same job - what happens if they’re on medical hold?? Sent home? Or returned to the old job (as the temp)? I don’t get it.

My employee in the above scenario was sent home & NOT allowed to return to work - was that because this is the section that is underlined (new)? Would he be allowed to stay now?

And how can the sentence be “any employee” already working - if they’re getting a physical, they’re not an employee, right?

Thanks for allowing me the opportunity to respond. Angela

>>> Kristin Branam 12/14 12:49 PM >>>
During Briefing Session on December 5, 2000, Dallas County Commissioners authorized the distribution of the attached Employment Physical policy for a 30 day comment period.

Comments received after January 15, 2001 will not be included in the rebrief to the Commissioners Court.

Thank you for your consideration of this policy.
MEMORANDUM

Date: December 21, 2000

To: Kristin Branam

From: Jimmie Badgett

RE: Employment Physical Policy

I support the "Employment Physical Policy" as written. Dallas County pays into the Employee Retirement Fund for members of Dallas County Fire and Rescue. This retirement system requires a physical exam prior to acceptance of members. I also require a County physical for all members as liability protection for the County, as fire fighting/EMS/haz-mat are all very physical and mentally stressing.

I am asking that the requirement for a County physical for acceptance into the County Fire Department be continued and that County Health Services continue to provide these to our prospective volunteers. All members of the County Haz-Mat Team are required by federal law to have a complete physical at least once every two years. We also request these be done by the County Health Services.

JB:ls
From: Bill Melton
To: Kristin Branam
Date: Wed, Dec 20, 2000 4:14 PM
Subject: Re: Comments requested on Employment Physical Policy

The County Treasurer's Staff has reviewed the proposed Policy changes and concurs with the proposed Policy.

>>> Kristin Branam 12/14 12:49 PM >>>
During Briefing Session on December 5, 2000, Dallas County Commissioners authorized the distribution of the attached Employment Physical policy for a 30 day comment period.

Comments received after January 15, 2001 will not be included in the rebrief to the Commissioners Court.

Thank you for your consideration of this policy.

From: Mike Pappas
To: Kristin Branam
Date: Fri, Dec 29, 2000 10:28 AM
Subject: Re: Comments requested on Employment Physical Policy

This is a good Employment Physical Policy.

From: Stoney Greene
To: Kristin Branam
Date: Thu, Dec 14, 2000 1:35 PM
Subject: Re: Comments requested on Employment Physical Policy

Concur with the Proposed Policy.

>>> Kristin Branam 12/14 12:49 PM >>>
During Briefing Session on December 5, 2000, Dallas County Commissioners authorized the distribution of the attached Employment Physical policy for a 30 day comment period.

Comments received after January 15, 2001 will not be included in the rebrief to the Commissioners Court.

Thank you for your consideration of this policy.
January 30, 2001

MISCELLANEOUS

1) NORTH & EAST TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION - requests payment of $100 for annual membership dues.

2) ROAD & BRIDGE #4 (MAYFIELD) - requests approval of home storage of County vehicle for Mr. Charles Boles as his duties for R&B #4 require him to be on call for any situations that may arise after hours on R&B #4 road projects and be available at any time to respond to emergency conditions in the District.

3) FACILITIES MANAGEMENT - requests:
   a) permission to remove and replace approximately 1,600 square yards of carpet at the Wilmer Substance Abuse Center. The existing carpet is the building’s original installation and is beyond repair. Estimated cost is $26,000. Funds are available in Fund 537 (Escrow Fund), 21317 (Substance Abuse Center).
   b) authorization to electrostatic paint all file cabinets in the District Clerk’s Office located on the 1st floor of the George Allen Courts Building, as requested by the District Clerk’s Department. Estimated cost is $2,800. Funds are available in General Fund, District Clerk’s Department, Building Improvements Account, FY2001 Budget, (00120.4020.08130.2001).
   c) authorization to contract the manufacturer’s recommended annual inspection of 4 chillers serving the Health and Human Services Buildings. Estimated cost is $12,638.50. Funds are available in Fund 126 (Permanent Improvement), FY2001 Budget.

4) NORTH TEXAS AUTO TASK FORCE - requests permission to utilize the County’s web site by placing a small amount of information on the web server. The County will provide a link from the County’s page to the Auto Task Force page. No cost to Dallas County. Recommended by M.I.S. Director.
5) **COUNTY CLERK** - requests authorization to transfer $3,365.55 (160 hours) from unallocated reserves to the County Clerk’s Salary-Overtime line item to pay overtime expenses for four employees to accomplish two objectives. The first is to transfer data into a holding program prior to the installation of the Civil/Probate system upgrades. The second objective is to mail I.R.S. 1099 forms for individuals that have money invested by the County Clerk, through the Trust department. Recommended by Office of Budget and Evaluation.

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**TRAVEL REQUESTS**


7) **CONSTABLE, PCT. 8 (BAGBY)** - Otha Jackson, Frank Bromley, O.C. Albright, and Willie Garnett - Civil Process Law-TCLEOSE Course 3101 - McKinney, TX - February 6-7, 2001 in County vehicles with gas credit card(s) and no other cost to Dallas County.

8) **HEALTH & HUMAN SERVICES** - requests:


   c) Dr. Assefa Tulu and Carol Ingram - TDH Statewide Surveillance Meeting - Austin, TX - February 26, 2001 at no cost to Dallas County.


9) INSTITUTE OF FORENSIC SCIENCES - requests:

a) Vicki Hall - "Paint Examination and Comparison Course" - Sacramento, CA - March 4-10, 2001: $2,205 from General Fund, Crime Laboratory Department, Conference Travel Account, FY2001 Budget, (00120.3311.04210.2001).


10) SHERIFF'S DEPARTMENT - Timothy Goodwin - Texas District & County Attorneys Association Investigators School for Criminal and Civil Law Updates and Mandatory Training - Kerrville, TX - February 4-10, 2001 at no cost to Dallas County.

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

MISCELLANEOUS EQUIPMENT

1) DEPARTMENT: 4125
   ITEMS: 95th Civil District Court
   Printer
   ESTIMATED COST: $1,600
   FUNDING SOURCE: Contingency, Furniture & Equipment
   EXPENDITURE SOURCE: 00120.4125.08630.2001 (General Fund, 95th Civil District Court, Computer Hardware, FY2001)
   PROPOSED ACTION: 95th Civil District Court currently has an HP Laser II printer approximately 11 years old. The printer is a network printer for all the court’s employees. Due to its age and for parity purposes with other civil district courts, a request has been presented for a replacement of a network printer with a higher capacity level. Recommended by MIS Director.

2) DEPARTMENT: 1070
   ITEMS: County Auditor
   1- Notebook PC w/ County Standard software $2,846
   1- HP CD-Writer Plus $165
   1- Microsolution CD-RW $210
   1- HP Deskjet 970cse Printer $290
   2- Duplex Unit for 4000N Printers $520
   1- TOAD (stand alone) software $670
   1- Cobit Advisor $830
   ESTIMATED COST: $5,531
   FUNDING SOURCE: Contingency, Furniture & Equipment
   EXPENDITURE SOURCE: 00120.1070.08630.2001 (General Fund, County Auditor, Computer Hardware, FY2001) - $4,031
                  00120.1070.08640.2001 (General Fund, County Auditor, Computer Software, FY2001) - $1,500
   PROPOSED ACTION: The County Auditor requests the purchase of the above listed equipment to be used to retrieve/store data, and produce a variety of specialized reports from ORACLE Finance database. Also, infrequently, will be used for producing presentation materials. Recommended by the MIS Director.

3) DEPARTMENT: 1040
   ITEMS: Personnel/Civil Service
   INFOCUS PC Projector
   ESTIMATED COST: $2,600
   FUNDING SOURCE: Contingency, Furniture & Equipment
EXPENDITURE SOURCE: 00120.1040.08630.2001 (General Fund, Personnel/Civil Service, Computer Hardware, FY2001)

PROPOSED ACTION: The Personnel/Civil Service Director requests purchase of a PC projector needed to be used for training classes. Recommended by the MIS Director.

3) DEPARTMENT: 1027
ITEMS: Operational Services (Automotive Service Center)
Digital Picture Software
ESTIMATED COST: $71
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1027.08640.2001 (General Fund, Automotive Service Center, Computer Software, FY2001)

PROPOSED ACTION: Operational Services requests authorization to purchase software that will allow them to edit digital pictures. Recommended by Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUESTS

Road & Bridge District 1 M-0101047 - requests to replace Key Telephone System. The current system does not provide capability for voice mail, scripted messages or direct-in-dial. This system was one of the remaining obsolete systems scheduled for replacement this FY; however, budget constraints caused the schedule to slip one year. The benefits offered by replacing the system are needed now to offset recent staffing changes at this district. Estimated cost is $13,000. Funding is available in telecommunications equipment line item; however, as this is an unbudgeted requirement, any resulting shortfalls will have to be addressed if they occur.

Constable Precinct 5 M-0101049 - requests to install one multi-line phone for a clerk and one single-line phone for the Constables office. Installation: $265.00; no monthly service increase. Recommended.

Sheriff North Tower Jail M-0101034 - requests to install one computer cable drop in Room 2M-233 to provide access to County Network. Installation: $185.75; no monthly service increase. Recommended.
Road & Bridge District 4 M-0101041 - requests to install one data-line to provide network access. Installation: $114.75; no monthly service increase. **Recommended.**

291st Criminal District Court M-0101035 to install a data-line in Room A22 on the 6th floor of the Frank Crowley Courts Building to provide access to network. Installation: $114.75; no monthly service increase. **Recommended.**

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

**Pagers**

J. P. Court Precinct 6-1 M-0101042 - requests a pager for the Judge and the Chief Clerk. Monthly service increase: $2.88. **Recommended.**

Public Works M-0011044 - requests a pager for survey crew member to allow contact when working in the field. Monthly service increase: $2.88. **Recommended.**

District Clerk M-0010087 - requests a pager for the Criminal Court Supervisor to allow contact when away from office. Monthly service increase: $2.88. **Recommended.**

SID M-0008062 - requests two pagers for the Drug Enforcement Section, which are to be assigned the same number, in order to continue an on-going project. Installation: $49.00. Monthly service increase: $5.76. **Recommended.**

Pagers are funded by the requesting department unless otherwise indicated.