DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

MARCH 6, 2001

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**FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION**

° Minister’s Letter of Appreciation
° Letter to All Department Heads

**DATE(s) TO REMEMBER**

**Next Legislative Briefing - March 9, 2001 @ 9:00 a.m. - Commissioners Courtroom**
Hon. Commissioners Court  
Administration Building  
411 Elm Street  
Dallas, Texas 75202

February 28, 2001

FOR BRIEFING AGENDA
March 6, 2001

Dear Members of the Court:

For the past six years the Commissioners Court has authorized the County Treasurer to contract the services of Buck Consultants of St. Louis, Missouri for an independent actuarial study of the Texas County and District Retirement System's Annually Determined Compensation Rate (ADCR). For each of those six years the Court has accepted and voted for the recommendation of Buck Consultants.

The fee charged by Buck Consultants for the past several years has been $3,000.00 per year, paid from a Countywide Budget.

Buck Consultants has done, in my opinion, an outstanding job for a reasonable price over the past six years. Their work has been thoroughly objective and their St. Louis, Missouri site has been totally independent of any local issues relating to their decision.

There are numerous technical skills and understandings which must enter into the mathematical equation and basic actuarial assumptions of the ADCR recommendation and it is imperative that Dallas County engage the best firm available that can understand Dallas County’s current Fixed Rate Plan as opposed to the ADCR Plan.

Accordingly, does the Court wish to continue the services of Buck Consultants under the auspices in which they have operated for the past six years or do you desire that competitive bids be taken or a personal services contract be entered into with another firm?

Cordially,

Bill Melton  
County Treasurer

BM/sfs  
xc Mr. Ryan Brown  
Mr. John Cantwell
MEMORANDUM

Date:    February 28, 2001
To:      Dallas County Commissioners Court
From:    Michael K. Griffiths, Director

Re:      Department of Labor Grant Funding

Background Of Issue

Approximately $8,250,000 in grant funding is available from The United States Department of Labor (DOL), Employment and Training Administration, to provide educational and vocational services aimed at youth who are, have been, or are at-risk of involvement with the juvenile justice system. Workforce Investment Boards are eligible to receive these grant funds and the Dallas County Local Workforce Investment Board, d.b.a. WorkSource For Dallas County (WorkSource), is submitting an application for the grant. One condition of the grant requires a collaborative partnership of services between the grant recipient and business and education communities and juvenile justice agencies. This department has been involved with WorkSource in identifying services needed for youth in the juvenile justice system and has assisted in program development for this grant. WorkSource is submitting an application for a comprehensive program. Two components will involve youth served by the Juvenile Department. One component will operate at the Dallas County Youth Village and provide specialized vocational and educational services. The second component will focus primarily on youth in the community within the 75216 ZIP code area. The Juvenile Board, at its February 26, 2001 meeting, gave approval for the Juvenile Department to collaborate with WorkSource For Dallas County on this grant application. The purpose of this briefing is to request Commissioners Court approval for the Juvenile Department to collaborate with WorkSource For Dallas County on this grant application.

Grant funding will be for 30 months with the first 24 months devoted to programmable services and the last six months for an evaluation process. Grant awards must be used to enhance and augment presently existing strategies that serve youth offenders. In order to accomplish this, grant recipients should use partnerships both to enhance the youth offender programs funded under this grant and to provide programs so as to link services within a targeted community. WorkSource will be the grant recipient and all costs for program implementation will be grant funded without any required local match.

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

WorkSource has successfully provided workforce development services to Dallas County citizens since 1996. WorkSource has met with community leaders, community organizations, the Dallas Police Department, the Dallas County Juvenile Department and many other local organizations to develop the focus of the grant application. Services are primarily focused on ZIP code area 75216, although services will not be limited to residents of 75216. This community was selected because of its at-risk youth population, high number of youth on probation and HUD designation as an enterprise community. The overall focus of the grant program is to provide employment and developmental activities for youth and place youth into long term employment at wage levels that will: (1) prevent future dependency and/or (2) break the cycle of crime and juvenile delinquency that contributes to recidivism and non-productive activities.

Youth Village Program Component

The Youth Village component will provide vocational and educational training services. Approximately 80 youth, court ordered to placement at the Youth Village and who meet eligibility requirements, will be assessed for placement into the program. **Vocational** - Youth will be assigned a Vocational Instructor/Specialist (VIS) who will assist them in developing an individual vocational plan, taking required tests and enrolling in an appropriate vocational class. **Educational** - This component will be provided by The Brown Schools (on-site Charter School) and all eligible youth will have an opportunity to receive their GED through the instruction of the GED program. **Continuing Care** - Prior to release, the VIS along with the assigned probation officer will provide a continuing care plan for the youth and family to follow. **Job Placement** - The program will be developed so that program staff and specialists develop contacts through partnerships in the community. Once a youth is placed at a job site, they will be closely monitored by the VIS. Each job site has mentors who will have daily contact with the youth. The length of time in the program will be based upon the individual vocational plan and test results and no youth will be in the program for more than 12 months. The program will have three major vocational components:

**GED Program** - This program is currently operational and will be enhanced by increasing the number of computers for instruction to 32 computers, purchasing improved GED software, providing 32 desks and adding a teacher/specialist.

**Computer Technology Program** - Will offer three nationally recognized certifications (A+, Network and Computer Repair) and a class to learn the most popular and recently released software applications.
Home Repair and Remodeling Program - Will offer four major areas of skills (demolition, flooring and walls, electrical and plumbing, and masonry and roofing) needed for the construction trade.

The annual cost for the Youth Village component is $321,463.29 and provides for salary, fringes, equipment and program supplies.

Community-Based Program Component

The community-based program component requests funding for two staff positions. A Youth Employment Specialist will develop employment opportunities for youth on probation. The Specialist will develop and maintain a job bank and develop referral relationships with existing youth employment agencies and vocational programs. The Specialist will conduct job readiness training and maintain contact with youth once they are placed in a job. A Community Liaison Officer will work with at-risk youth in the three middle schools that feed into South Oak Cliff High School: Boude Storey, Sarah Zumwalt, and O. W. Holmes. The position will be similar to our current officer assigned to South Oak Cliff High School through Project 75216. The salary, fringe benefits, equipment and supplies for each position totals $52,957 annually, for a total annual cost of $105,914.

Impact On Operations And Maintenance

The community-based component will be managed by our Manager of Community Programs and will work closely with our Community Liaison Officer at South Oak Cliff High School. The Youth Village component will be managed by the Youth Village Superintendent and the Educational Services Administrator. WorkSource will subcontract with the Juvenile Department for the proposed services, if their grant application is approved. The program design in the grant is for the program to operate for two years, followed by a six months evaluation period. The Juvenile Department will coordinate with WorkSource to monitor the effectiveness of the program on an ongoing basis. If there is evidence that the program is effective in providing meaningful employment and having a positive impact on recidivism, the Juvenile Department will work to continue the services by seeking additional grant funding, submitting a funding request through the annual County budget process and/or reallocating existing fiscal resources.

Legal Information

WorkSource is submitting the grant application and will be the recipient of the award. No formal action by Commissioners Court is required for the grant application. A formal agreement with WorkSource will be needed for the program components subcontracted to the Juvenile Department. We will work with the District Attorney’s office in developing all agreements. Commissioners Court approval will be required for any contractual agreements.
Financial Impact/Considerations

The DOL grant fully funds all proposed activities. The total estimated cost for the two program components involving the Juvenile Department is $427,377. No local match is required. Proposed budgets for the two program components are attached.

Performance Measures Impact

As a condition for award, grant recipients will participate in a separately funded evaluation process. During the final six months of the grant period, recipients will provide evaluators access to data necessary for the evaluations. This six months evaluation period will allow for organizing participant files, providing files to evaluators within two months after grant-funded services terminate, and participating in a final site visit interview with evaluators. Grant funding will be used to create a Support Services Advisory Board to participate in the coordination of all activities and provide input and community support to the program’s leadership. The Board will consist of public and private sector representation, mentors, perspective employers, The Brown Schools and Youth Village staff. For internal monitoring purposes, the following performance measures will be evaluated:

1. Number of youth completing vocational training.
2. Number of youth completing GED training.
3. Number of youth earning their GED.
4. Number of youth placed in employment, wage level of employment and length of employment.
5. Number of youth served by the Community Liaison Officer.
6. Attendance rate for students served by the Community Liaison Officer.

Project Schedule/Implementation

Information from the DOL does not indicate when they will award the grant. We can reasonably expect the program to be operational within 90 days of the notice of grant award.

Recommendation

It is recommended that the Dallas County Commissioners Court approve the Juvenile Department’s recommendation to collaborate with WorkSource For Dallas County in a grant application to fund vocational and education services for two program components: community-based services targeting primarily youth in the 75216 ZIP Code area and vocational/employment services at the Dallas County Youth Village.

Recommended by: Michael K. Griffith
Michael K. Griffith, Director

2600 Lone Star Drive, Box 5     Dallas, Texas 75212     (214) 698-2200
TO: Honorable Commissioners Court
FROM: D. Kuykendall, Chief Deputy, Office of General Services
SUBJECT: Grant Proposal Submission Request for Automatic Electronic Defibrillator Purchase

Background Information

Nationwide, many law enforcement agencies have a new weapon in their arsenal, but it's not for fighting crime. It's for saving lives, and it already has paid dividends. Helping people has always been at the core of the law enforcement mission, and saving lives is the highest form of help.

Even a seemingly healthy person can suffer sudden cardiac arrest (SCA) without warning, and death can occur instantly or shortly after the onset of symptoms. According to the American Heart Association®, the only definitive treatment for SCA is a defibrillation shock -- an electrical pulse through the heart -- which restores a normal heart rhythm. **The chance of an SCA victim’s survival decreases by 10 percent for every minute that passes.** In order to be effective, defibrillation treatment must be administered within the first few minutes of SCA.

Sudden cardiac arrest is the leading cause of death in the United States, responsible for over **40 deaths every hour.** That is more than the combined deaths from homicide, suicide, drug abuse, and automobile collisions. Universal law enforcement adoption and deployment of automated external defibrillators could prevent many of the 350,000 SCA deaths annually. No enforcement-related activity would save as many lives or have such a positive impact on the community as law enforcement use of automated external defibrillators.

There is a very good chance emergency medical services (EMS) cannot respond fast enough to save someone in cardiac arrest, particularly in congested urban areas, rural areas, high-rise buildings or large facilities. In fact, the national average response time is 10-12 minutes, so even the best EMS responders could have difficulty arriving in time.

A recent study of nine U.S. communities where automated external defibrillators were given to police and fire rescue workers found patients in those cases were more than twice as likely to still be alive by the time they arrived at the hospital and were more than three times as likely to survive.

The Sheriff’s Department dispatches uniformed deputies to every sick or injured call the Communications Section receives within our area of primary responsibility as first responders. These areas include all unincorporated areas of the County, contract towns such as Sunnyvale and the freeways encompassed by Phase One of the Sheriff’s Freeway Management initiative. Additionally, Warrant Division deputies are often first on the scene within every city in Dallas County due to the nature of their job assignment.

In 2000, Patrol Division deputies were dispatched to approximately 660 sick or injured calls. Statistics compiled from October 1, 2000 to December 31, 2000 indicate an average response time after dispatch of approximately 5 ½ minutes. Often our deputies reach the emergency scene, like a cardiac arrest, before advanced medical care. Automated external defibrillator-equipped officers who arrive first at an SCA scene may save a life while EMS is still en-route. These easy-to-use units allow virtually anyone with the proper training to defibrillate sudden cardiac arrest victims quickly and effectively, thus improving the chances of survival dramatically.
It is our intention to request funding to equip all marked Operations Bureau vehicles, each of which are considered “First Responders” (90 units total), and per a request from Dallas County Fire Marshal Jim Badgett, request funding to equip each of their emergency service vehicles (8 units total).

It should be noted the nurses stations within the Dallas County Jail system already have AED’s in position at this time and according to Health and Human Services personnel, Dallas County medical staff have successfully saved one inmate utilizing this equipment.

The Department has been approached by the American Heart Association who advised that a donor (who wishes to remain anonymous), has endowed the American Heart Association with funding for AED purchases for placement in “first responder” law enforcement agency vehicles. According to the Dallas Office of American Heart Association, the Dallas Sheriff’s Department, Dallas County Fire and Rescue and the County Fire Marshal’s Office all qualify as first responder agencies. Due to this status, the American Heart Association regards the Sheriff’s Department as a potential candidate for this funding. (See attached site survey.) Additionally, we contacted County Fire Marshal Jim Badgett who advises he would like for his Department to be considered for inclusion in this grant proposal request.

The purpose of this briefing is to seek approval from the Commissioners Court for the Sheriffs Department to submit a grant request to the American Heart Association in Dallas with the intention of placing an AED in every marked Sheriffs Operations Services Bureau vehicle and in each Dallas County Fire and Rescue / Fire Marshal’s vehicle. If our grant proposal submission is funded, we intend to utilize established competitive bidding procedures to purchase these much needed AED’s.

Impact on Operations and Maintenance

If this grant proposal is approved for submission by the Court and funded as requested, we will consult with the Purchasing Department to assemble a competitive bid packet as soon as practical. Upon bid approval, it is our intention to purchase the units immediately and have the successful bidder train selected County personnel, who in turn will train the balance of personnel assigned to operational positions, in the proper use of these lifesaving devices. Additionally we intend to include this instruction as part of the training given to deputies in each future Basic Police Science Class. It is our desire to be “mission ready” with these devices as soon as practical. Each of the units are easy to use with minimal training required. Industry sources advise that total training necessary (“Train the Trainer” Heart Saver AED Course) is approximately 3 hours in length.

Grant guidelines require a Medical Doctor to oversee/administer the AED program if grant funding is awarded. Health and Human Services Director Betty Culbreath’s Office and Doctor Steven Bowers, M.D. have been contacted regarding this issue and Dr. Bowers has agreed to assist in the Department’s administration of this grant and statistical use / result tracking. (See attached memorandum).

Legal Impact

The Dallas County District Attorney’s Office Civil Section has reviewed the liability issues this type of program may raise and advises that trained users of this equipment should not incur liability when used at the scene of an emergency, unless the devices are employed with wilful or wanton negligence. (See attached memorandum).

Financial Impact/Considerations

This grant proposal request is for full funding, with no County match required. It is anticipated that equipment expenses resulting from the need for disposable electrode pad replacement or equipment damage is expected to be less than $500 per year for the first five years. (Manufacturers recommend electrode replacement after use or every two years. Estimated cost for electrode/pad replacement is $26 per set of electrode pads per unit). Funding will be included in the Patrol Division’s budget beginning in FY2002. The industry standard for AED batteries is a non-rechargeable lithium battery with a typical capacity of 300 discharges and a pro-rata warranty operating/shelf life of five (5) years. It is our intention to delineate in the bid specifications that all AED’s purchased by Dallas County be equipped with five year lithium batteries, thus further reducing or possibly eliminating the need for battery replacement within the first five years. Estimated cost for battery replacement for 2007-2012 is approximately $250 per battery. Instructor training (“Train the Trainer”) should be free (initially) from the successful vendor; industry sources advise the annual cost for instructor training after initial training is approximately $75 per year, per instructor. We anticipate 3 instructors/trainers to be necessary.

The total requested amount from AHA donor is anticipated to be approximately $300,000.00.
Financial Impact/Considerations, continued

Combined DSO and DCFR Estimated Expendables

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<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30 @ $26 ea. = $780</td>
<td>130 @ $26 ea. = $3380</td>
<td>98 @ $250 ea. = $24,500</td>
<td>3 @ $75 ea. = $225</td>
<td>$28,885</td>
</tr>
</tbody>
</table>

Performance Measures Impact

Submission of this grant request and, if awarded, acceptance of the requested funds, should have a positive effect on delivery of emergency services to Dallas County residents.

Project Schedule / Implementation

The Sheriff’s Department intends to implement a training program (if funding is received) within thirty days of bid award. This will permit the newly trained instructors the time necessary to develop a training program at the same time the successful bidder delivers the AED’s. Training will be under the leadership of the Sheriff’s Academy Staff, with program oversight by Dr. Bowers.

M/WBE Information

N/A

Recommendation

It is respectfully requested Commissioners Court approve the submission of a grant request to the American Heart Association to obtain funding to purchase and place Automated External Defibrillators in each Sheriff’s Department Operations Services Bureau marked vehicle and in each Dallas County Fire and Rescue / Fire Marshal’s vehicle, and further authorize the County Judge to sign all documents relating to this request.

D. Kuykendall
Chief Deputy, Office of General Services
Potential AED Funding Gift

The American Heart Association has been approached by an anonymous donor that is contemplating a $50 million dollar gift over two years to purchase and place Automated External Defibrillators (AEDs) throughout many of the major metropolitan areas in the United States. The gift will go toward the placement of AEDs with public safety responders in preferred sites, specifically EMS, fire service responders and law enforcement, as determined by the ability to quickly deploy and implement the PAD programs.

Our intent is to provide AEDs on a priority basis to first responders within the public safety community and to provide early defibrillation in less than five minutes from onset of Sudden Cardiac Arrest. The public safety community comprises EMS, Fire and Law Enforcement and the donor has particular interest in the law enforcement agencies.

Once the funds are made available for this project, the desires of the donor require them to be utilized within 60-90 days or the gift may be jeopardized; therefore, a process was implemented to assess the readiness of donor preferred sites. It is critically important that each location selected to receive a portion of this gift have an infrastructure in place that is conducive to rapid deployment and implementation of the devices. The questions on the PAD Site Assessment form have been developed to help assess the readiness and ability of each site to quickly implement AED initiatives within the public safety arena.
PAD SITE ASSESSMENT FOR DALLAS COUNTY SHERIFF'S DEPARTMENT, DALLAS COUNTY, TEXAS  
POPULATION 2.4 M  
'98 estimate

Goal: To implement a PAD Program that provides defibrillation in less than 5 minutes – call to shock.

Complete for each separate community that should be included in the initiative; e.g. Dallas Metro may include Dallas, University Park; Highland Park, Mesquite, Garland and Farmers Branch; each city requires its own assessment.

The assessment should be a cooperative effort between Operation Heartbeat and ECC staff and volunteers.

The assessment of chain of survival needs and priorities must be completed by all sites for selected funding recipients.

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>YES</th>
<th>NO</th>
<th>Critical Elements</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Define the geographical limits of OH site; e.g. what is your implementation area within the MSA?</td>
<td></td>
<td></td>
<td></td>
<td>Dallas Metro area</td>
</tr>
<tr>
<td>2. Is the community currently an OH Site?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. When did OH begin?</td>
<td></td>
<td></td>
<td></td>
<td>December 1999</td>
</tr>
<tr>
<td>4. Is there dedicated OH staff in place?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(in comments section place % of the time for that city)</td>
<td></td>
<td>Staff devotes 50% of time.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. How long has the staff been in place?</td>
<td></td>
<td></td>
<td></td>
<td>August 2000</td>
</tr>
<tr>
<td>6. Is there an active OH committee in place?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(how long, # of members, ...)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Is EMS actively represented on committee?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(name &amp; position)</td>
<td>X</td>
<td></td>
<td>Dr. James Atkins, acting EMS Director</td>
<td></td>
</tr>
<tr>
<td>8. Is Fire actively represented on committee?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(name &amp; position)</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Is Law Enforcement actively represented on committee?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(name &amp; position)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Is there a Communication staff in place at the site?</td>
<td>X</td>
<td></td>
<td>Dana Gibson – volunteer; A'Lisha Williams – staff</td>
<td></td>
</tr>
<tr>
<td>QUESTION</td>
<td>YES</td>
<td>NO</td>
<td>COMMENTS</td>
<td></td>
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<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
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<td></td>
</tr>
<tr>
<td>12. Is the complete chain of survival assessment completed? When was the assessment completed?</td>
<td>X</td>
<td></td>
<td>Spring 2000</td>
<td></td>
</tr>
<tr>
<td>13. Explain who completed the assessment and the process used, e.g. multiple interviewers or one on one via volunteers or mailed</td>
<td></td>
<td></td>
<td>Multiple interviews</td>
<td></td>
</tr>
<tr>
<td>14. Did the assessment reveal the need for PAD programs within EMS?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Did the assessment reveal the need for PAD programs within Fire?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Did the assessment reveal the need for PAD programs within Law Enforcement?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Have the communities within the implementation area begun implementing PAD programs?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. If so, where and who received the AEDs?</td>
<td></td>
<td></td>
<td>Several corporations: Frito-Lay, Dallas Summer Musicals, etc</td>
<td></td>
</tr>
<tr>
<td>19. Who or what was the driving force? (key stakeholders who really champion PAD program)</td>
<td></td>
<td></td>
<td>Dr. Jim Atkins, Dr. Rick Page</td>
<td></td>
</tr>
<tr>
<td>20. Is the implementation site a PAD Trial Site?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. What are the median and the 90th percentile for first response for BLS and ALS EMS units in the community? (How quickly are they getting there – average and best case) How is the time documented/defined? (e.g., 911 call to arrival at patient side)</td>
<td></td>
<td></td>
<td>From Oct. 1 – Dec. 31, 2000 – median time was 9 mins. 36 sec. A few runs skewed the true reading, 17 of those runs were less than 1 mins. Out of 176 runs in that period of time, 60 were 5.30 minutes or less. Definition: 911 to arrival at the scene</td>
<td></td>
</tr>
<tr>
<td>22. Who provides first response care in each community? (Who are the first responders or first to respond in the communities?) In tiered systems specify % of time for each responder.</td>
<td></td>
<td></td>
<td>Sheriff vehicles – first to respond to all In unincorporated areas and contract cities such as Sunnyvale – Sheriff responds first with Fire &amp; Rescue</td>
<td></td>
</tr>
<tr>
<td>QUESTION</td>
<td>YES</td>
<td>NO</td>
<td>COMMENTS</td>
<td></td>
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<tr>
<td>------------------------------------------------------------------------</td>
<td>-----</td>
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<td>--------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Do they have early defibrillation capability?</td>
<td></td>
<td>X</td>
<td>Fire &amp; Rescue will respond with each community they have contracted with.</td>
<td></td>
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<tr>
<td>What % of the time?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Is the SCA survival rate known for the site? If yes, what is that survival rate? What year was it determined?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Who sets the protocols for PAD programs in the community? (e.g., the local EMS office, medical director, ...?)</td>
<td></td>
<td></td>
<td>Chief Chandler and/or Assistant Chief David Kuykendall</td>
<td></td>
</tr>
<tr>
<td>How is EMS, fire and law enforcement organized in each community? (e.g., under the same department, formal coordinating committee, under the city council, not integrated, ...?)</td>
<td></td>
<td></td>
<td>Not integrated; separate entities</td>
<td></td>
</tr>
<tr>
<td>Is there a common organization or coordinating council for any or all of the above public responders? If so, how often do they meet and how is the AHA involved?</td>
<td></td>
<td>X</td>
<td>Commissioners Court serves as an overall umbrella for the organizations</td>
<td></td>
</tr>
<tr>
<td>How do these public safety organizations obtain their budget?</td>
<td></td>
<td></td>
<td>From the Dallas Commissioners Court</td>
<td></td>
</tr>
<tr>
<td><strong>EMS Supportive of PAD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many EMS systems within this site?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do all EMS and first response units have defibrillation capabilities?</td>
<td></td>
<td>X</td>
<td>Fire marshall did not know. Have &quot;mutual aid&quot; agreements with ems in unincorporated areas</td>
<td></td>
</tr>
<tr>
<td>(List which EMS agencies)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>What type of defibrillator (fully automated, semi-automated or manual) and manufacturer of AEDs for each agency?</td>
<td></td>
<td></td>
<td>na</td>
<td></td>
</tr>
<tr>
<td>QUESTION</td>
<td>YES</td>
<td>NO</td>
<td>COMMENTS</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>---------------------</td>
<td>--------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Is the agency planning a replacement (upgrade) of existing defibrillators?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>YES</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33. How many defibrillators does each agency have?</td>
<td></td>
<td></td>
<td>6 defibrillators in Dallas county jail and juvenile detention center</td>
<td></td>
</tr>
<tr>
<td>34. How many AEDs are needed to meet the needs of the EMS public responders?</td>
<td></td>
<td></td>
<td>8 for Dallas County Fire and Rescue</td>
<td></td>
</tr>
<tr>
<td>35. Has decision been made on which AED device the agencies would purchase if funds were available? If so, what device?</td>
<td></td>
<td></td>
<td>Would be bid process</td>
<td></td>
</tr>
<tr>
<td>36. Who provides medical direction for the EMS system? Is there a cost?</td>
<td></td>
<td></td>
<td>Health and Human Services</td>
<td></td>
</tr>
<tr>
<td>37. Who makes the decision on programs such as placing AEDs?</td>
<td></td>
<td></td>
<td>Recommendation from the Sheriff or fire marshall to the County Commissioners</td>
<td></td>
</tr>
<tr>
<td>38. What level of training is required for EMS first responders or those first to respond? How is that training accomplished? (eg., in house, external agency?) Is the agency an AHA training center?</td>
<td></td>
<td></td>
<td>EMT and EMT paramedic levels in-house; Red Cross</td>
<td></td>
</tr>
<tr>
<td>39. If those that are first to respond have no AED program, then please explain why?</td>
<td></td>
<td></td>
<td>Lack of funding for equipment</td>
<td></td>
</tr>
<tr>
<td>40. How is each use of an AED tracked?</td>
<td></td>
<td>na</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41. If so, what has been the experience regarding effectiveness?</td>
<td></td>
<td>na</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42. Would EMS be willing to provide tracking information to the AHA for use in evaluation of the AED funding project and reporting to the donor?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43. If not, why?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>QUESTION</td>
<td>YES</td>
<td>NO</td>
<td>COMMENTS</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Fire Supportive of PAD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44. How many fire response vehicles are in the system? (e.g., fire engines, supervisor vehicles, …)</td>
<td></td>
<td></td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>45. Are all the above fire response vehicles equipped with AED's?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46. How many additional AEDs are needed?</td>
<td></td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47. What type of AED is used?</td>
<td></td>
<td>na</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49. If no AED or early defibrillation program exists, then please explain why?</td>
<td>Lack of funding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50. Who makes the decision on programs such as placing AEDs in fire service vehicles?</td>
<td>Dallas County Fire Marshall Jim Badgett</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51. What level of BLS and or ALS training is required for fire personnel? (delineate among positions if it varies) How is that training accomplished? (eg., in house, external agency?) Is the fire department an AHA training center?</td>
<td>Basic CPR/first aid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52. If an AED program is implemented, then how many responders need to be trained in AED?</td>
<td></td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53. How is each use of an AED tracked?</td>
<td></td>
<td>na</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54. If so, what has been the experience regarding effectiveness?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>QUESTION</td>
<td>YES</td>
<td>NO</td>
<td>COMMENTS</td>
<td></td>
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<td>------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>55. Would the fire service be willing to provide tracking information to the AHA for use in evaluation of the AED funding project and reporting to the donor?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>56. If not, why?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Law Enforcement Supportive of PAD</strong></td>
<td></td>
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<tr>
<td>57. Do law enforcement officers respond to medical emergencies? Are they specifically dispatched? Which agencies? (e.g., metro police, sheriff,...)</td>
<td></td>
<td>X</td>
<td>Are specifically dispatched on every 911 sick call</td>
<td></td>
</tr>
<tr>
<td>NOTE: Recommendation to contact 911 call center to obtain this information,</td>
<td></td>
<td></td>
<td>Sheriff and Dallas County Fire &amp; Rescue</td>
<td></td>
</tr>
<tr>
<td>58. Are they equipped with AEDs? Which agencies have the AEDs?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>59. How many additional AEDs are needed?</td>
<td></td>
<td></td>
<td>90 – Patrol division - 45</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Traffic division - 25</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Criminal warrant division - 20</td>
<td></td>
</tr>
<tr>
<td>60. What type of AED’s is utilized?</td>
<td></td>
<td></td>
<td>None presently</td>
<td></td>
</tr>
<tr>
<td>61. If there are no AEDs utilized in law enforcement agencies, then why?</td>
<td></td>
<td></td>
<td>Lack of funding</td>
<td></td>
</tr>
<tr>
<td>62. If so, what has been the experience regarding effectiveness?</td>
<td></td>
<td></td>
<td>na</td>
<td></td>
</tr>
<tr>
<td>63. Who provides medical direction for the law enforcement AED programs?</td>
<td></td>
<td></td>
<td>Health and Human Services</td>
<td></td>
</tr>
<tr>
<td>Is there a cost?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>64. Who makes the decision on programs such as placing AEDs in law enforcement vehicles?</td>
<td></td>
<td></td>
<td>Sheriff</td>
<td></td>
</tr>
<tr>
<td>65. What BLS training is used by the police officers?</td>
<td></td>
<td></td>
<td>Basic CPR training at the Police Academy</td>
<td></td>
</tr>
<tr>
<td>How is that training accomplished? (e.g., in house, external agency?) Is the agency an AHA training center?</td>
<td></td>
<td></td>
<td>Refresher course for deputies available, but not mandated. External agency, not an AHA training center</td>
<td></td>
</tr>
<tr>
<td>QUESTION</td>
<td>YES</td>
<td>NO</td>
<td>COMMENTS</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>66. If an AED program is implemented, then how many responders need to be trained in AED?</td>
<td></td>
<td></td>
<td>270</td>
<td></td>
</tr>
<tr>
<td>67. Would the law enforcement agencies be willing to provide tracking information to the AHA for use in evaluation of the AED funding project and reporting to the donor?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68. If not, why?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other PAD Components in Place**

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>YES</th>
<th>NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>69. Is there PAD legislation in place that protects first responders or those that are first to respond with an AED?</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>70. Has the major airport in the implementation site implemented a PAD program?</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>71. If not, why?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>72. If so, under what jurisdiction does the airport operate?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>73. Are there any legislative or regulatory barriers to implementing a PAD program for EMS, fire, police or lay responders? (e.g., NYS must register and be approved for a PAD program, in Pennsylvania wiretap laws prohibits police from using AEDs with a recording device, ...)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Conclusion/Summary**

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>YES</th>
<th>NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>74. Can this community implement an integrated AED program in the targeted responder groups (e.g. EMS, fire and police) with in 60-90 days?</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>75. Have EMS, Fire and Police picked an AED; if so which device?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>EMS: Dallas Fire &amp; Rescue – would come under the County’s bid process Fire: same as above Law enforcement: County - Sheriff would put out</td>
</tr>
<tr>
<td><strong>General Comments/Concerns/Key Recommendations</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within next 6 months will implement the Freeway Management Program which will include taking over the management of the highway system – Phase I includes Duncanville, DeSoto, Cedar Hill, Lancaster, Wilmer, Hutchins, and Glen Heights. Will include the second phase Balch Springs, Garland, Mesquite, Seagoville, and portions of Dallas. More deputies will be added which will lower response time.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>76. How many AEDs are required for each component</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EMS:</strong> 8</td>
</tr>
<tr>
<td><strong>Fire:</strong> covered in 8 for Dallas County Fire &amp; Rescue</td>
</tr>
<tr>
<td><strong>Law enforcement:</strong> 90</td>
</tr>
</tbody>
</table>

For bid if they don't have a contract; Dallas police are not first responders and are not applying. Dallas Police Department are not interested at this time because they are not first responders to medical dispatches.
I agree with the manner in which the PAD Site information was collected and therefore, to the accuracy of information submitted. Respectfully submitted by Monday, January 22, 2001 to sheryln@heal.org.

AFFILIATE APPROVAL OF INFORMATION:

Susan P. Montalvo
OH Site Coordinator

ECC Contact

Senior Management (Forum of 16 member)

SOURCES UTILIZED TO COLLECT INFORMATION:

David Kuykendall, Assistant Chief Deputy, Operations Services Bureau, Dallas County Sheriff's Department
Name, position/title

Donald R. Peritz, Jr., Investigator Strategic Planning Unit, Dallas County Sheriff's Department
Name, position/title

Name, position/title

Name, position/title

Final version 12/15/00
MEMORANDUM

TO: JOHN DAHILL
FROM: MOIRA PARRO
DATE: JANUARY 23, 2001
RE: LIABILITY FOR THE USE OF ELECTRONIC DEFIBRILLATORS

You ask whether the Dallas County may incur liability by the use of electronic defibrillator devices by sheriff's officers and fire and rescue personnel. The answer to this question is no, unless the devices are employed with wilful or wanton negligence.

Section 101.021 (b) of the Civil Practice and Remedies Code provides that a governmental unit is liable for "personal injury and death so caused by a condition or use of tangible personal or real property if the governmental unit would, were it a private person, be liable to the claimant according to Texas law." With respect to the use of defibrillators, the Legislature has enacted legislation precluding the recovery of damages resulting from such use except under certain circumstances.

Section 74.001 of the Civil Practice and Remedies Code provides, in part, as follows:

a) A person who in good faith administers emergency care, including using an automated external defibrillator, at the scene of an emergency but not in a hospital or other health care facility or means of medical transport is not liable in civil damages for an act performed during the emergency unless the act is wilfully or wantonly negligent.

b) This section does not apply to care administered:

1) for or in expectation of remuneration; or
2) by a person who was at the scene of the emergency because he or a person he represents as an agent was soliciting business or seeking to perform a service for remuneration.
Section 74.001 has been interpreted to preclude recovery except in cases where the use constitutes an outrageous act rising to the level of conscious indifference. See *Hernandez v. Lukefahr*, 879 S.W.2d 137, 142 (Tex. App. - Houston [14th Dist.] 1994). Since private persons employing the use of a defibrillator in an emergency situation would not be liable for injuries or death resulting from that use absent proof of conscious indifference, neither would Dallas County. However, Dallas County should ensure that all personnel who are to use the devices are trained in that use. Further, it should be emphasized that the statute only precludes liability when the device is used at the scene of the emergency.
MEMO

TO:        Donald Peritz

FROM:      Steven P. Bowers, M.D.
           Medical Director
           Dallas County Jail Health System

SUBJECT:   AED Program

DATE:      January 31, 2001

I am agreeing to oversee the AED Program for the Dallas County Sheriff’s Department in the capacity of Medical Director. I will expect to be kept informed of any and all issues related to training, use of and any problems with the program and/or equipment associated with the program.

SPB/srt
March 6, 2001

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: Request for Proposal for an Interactive Voice Response (IVR) System for the Dallas County Tax Department, RFP No. 2001-013-690

Background/Issue

On November 28, 2000 the Dallas County Purchasing Department briefed the Commissioners Court regarding the award of RFP No. 2001-013-690, Request for Proposal for an Interactive Voice Response System for the Dallas County Tax Department, identifying Selectron, Inc. as the highest rated and lowest cost firm as selected by the evaluation committee.

As authorized by the Commissioners Court, the evaluation committee negotiated with Selectron, Inc. resulting in an agreement of the terms and specific scope of work pertaining to the purchase of an Interactive Voice Response System. Specific items to be purchased are the IVR workstation, Tax Department software, text to speech options, fax option and maintenance following the first year. The payment terms will be 25% of contract amount due after written acceptance by Dallas County of Selectron, Inc. finalized definition of data integration and system call flow, 50% of contract amount due at completion of on-site installation of all hardware and software and final 25% of contract amount due at completion of acceptance testing and final acceptance by Dallas County.

Financial Impact

The initial acquisition cost of the IVR system will be $67,600.00. Funding is available in the General Fund, unallocated reserves. After the first year, annual maintenance will be required at a cost of $6,700.00 per year.

Recommendation

It is the recommendation of the Purchasing Department and the evaluation committee that the Commissioners Court award RFP No. 2001-013-690 to Selectron, Inc. as the highest ranked and lowest cost bidder for the purchase of the IVR system for the Dallas County Tax Department.
Should the Court concur with the recommendation an Award Court Order will be scheduled for the next formal agenda for approval and to authorize the County Judge to execute the negotiated terms of the contract on behalf of Dallas County as approved by the District Attorney.

Approved By:

[Signature]

John J. Cantwell, Purchasing Director
### Permanent Full-Time Employment

<table>
<thead>
<tr>
<th></th>
<th>MALE</th>
<th>FEMALE</th>
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<tr>
<td></td>
<td>WHITE</td>
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<tr>
<td>OFFICIALS &amp; MANAGERS</td>
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<td>PROFESSIONALS</td>
<td>7</td>
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<td>TECHNICIANS</td>
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<td>SALES WORKERS</td>
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<td>OFFICE &amp; CLERICAL</td>
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<td>CREATFT WORKERS (SKILLED)</td>
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<td>OPERATIVES (SEMI-SKILLED)</td>
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<td><strong>TOTAL</strong></td>
<td>37</td>
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<td>FORMAL ON-THE-JOB TRAINEES:</td>
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<td>WHITE COLLAR PRODUCTION</td>
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<tr>
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<td>SALES WORKERS</td>
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<tr>
<td>OFFICE &amp; CLERICAL</td>
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<td>CREATFT WORKERS (SKILLED)</td>
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<td>OPERATIVES (SEMI-SKILLED)</td>
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<tr>
<td>LABORERS (UNSKILLED)</td>
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<td><strong>TOTAL</strong></td>
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<td>FORMAL ON-THE-JOB TRAINEES:</td>
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<td>WHITE COLLAR PRODUCTION</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>49</td>
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</tbody>
</table>

**CHECK ONE:**
- Minority-Owned Firm Certification #
- Women-Owned Firm Certification #
- Non-Minority Owned Firm

**Typed Name & Title:**
Michael Kobelin, President

**Signature:**

---

November 6, 2000
Dallas County, Texas
Confidential and Proprietary to Selectron, Inc.
The M.I.S. Coordinator recommends that eight computer related FY2001 requests for a total of $147,227 be funded from the Public Works Department’s 1991 Bond Program Fund.

Background

All new computer related requests submitted to the Budget Office as part of the FY2001 budget process were forwarded to the M.I.S. Coordinator for review. These requests were scored by the M.I.S. Coordinator according to an established scoring system used in previous years to rank all computer related requests. After reviewing all requests, the Public Works Department’s requests were placed on the Alternate Funding List. These requests were submitted with an alternate funding source.

The total cost of these requests is $143,090. In addition, I. T. Services/SCT recommends approval of $4,137 for the installation of all approved hardware requests utilizing temporary services provided by a State catalog vendor and funded from the Public Works Department’s 1991 Bond Program Fund. The total cost of hardware and software plus installation is $147,227.
## Financial Impact/Considerations

The total one-time cost of this request are as follows:

<table>
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<tr>
<th>Request No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2001-073</td>
<td>Public Works/Design Division - Upgrades, Support &amp; Training</td>
<td>$12,997</td>
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<tr>
<td>FY2001-074</td>
<td>Public Works - Program Management Software</td>
<td>$36,000</td>
</tr>
<tr>
<td>FY2001-075</td>
<td>Public Works/Eng. &amp; Construction - Extranet Software</td>
<td>$52,720</td>
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<tr>
<td><strong>Total Software Cost:</strong></td>
<td></td>
<td>$101,717</td>
</tr>
<tr>
<td>FY2001-076</td>
<td>Public Works/Design Division - Two Notebooks and Four Palm IIxe w/ Punchlist</td>
<td>$8,962</td>
</tr>
<tr>
<td>FY2001-078</td>
<td>Public Works/Design Division - Notebook Computer</td>
<td>$3,400</td>
</tr>
<tr>
<td>FY2001-079</td>
<td>Public Works/Property Division - Color Scanner and Software</td>
<td>$900</td>
</tr>
<tr>
<td>FY2001-083</td>
<td>Public Works/Trans. &amp; Des. - HP Plotter 1055CM</td>
<td>$8,860</td>
</tr>
<tr>
<td><strong>Total Hardware Cost:</strong></td>
<td></td>
<td>$41,373</td>
</tr>
<tr>
<td>Hardware Requests</td>
<td>Installation services for approved hardware requests</td>
<td>$4,137</td>
</tr>
<tr>
<td><strong>Grand Total One-Time Costs:</strong></td>
<td></td>
<td>$147,227</td>
</tr>
</tbody>
</table>

The total ongoing costs of this request are as follows:

| Years 1-3          | Warranty on Notebook Computer                                   | $0     |
| Year 1             | Warranty on Scanner/Plotter                                     | $0     |
| Years 2-5          | 3 Scanners/Plotter @ $50 ea. per year                          | $600   |
| Years 4-5          | 3 Notebook Computers @ $200 ea. per year                       | $1,200 |
| **Total Ongoing Costs:** |                                                             | $1,800 |

**Total Projected Costs (5yrs):** $149,027
**Funding**

Funding is available to purchase this computer related request from the Public Works Department’s 1991 Bond Program Fund, 00418.0400.08630.1998. The total cost of this request is $147,227.

**Project Schedule**

This equipment will be installed with the use of temporary services to supplement in house staff in order to expedite the installation within 30 days after it is received from the manufacturer. The 60 man months allocated to Network Services from the annual work plan will also be used to support the County’s PC Enterprise Network environment, special projects, and requests received throughout the year.

**Recommendation**

The M.I.S. Coordinator recommends that Commissioners Court approve the use of the Public Works Department’s 1991 Bond Program Fund, ‘00418.0400.08630.1998, to provide for computer and hardware replacements for a total cost of $147,227.

Reviewed By: [Signature]

John Hennessey, M.I.S. Coordinator
COURT ORDER

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, This issue was briefed before Commissioners Court on March 6, 2001; and

WHEREAS, The M.I.S. Coordinator reviewed all Public Works FY2001 Alternate Funding Source computer
related requests; and

WHEREAS, Funding for the total one time cost of $147,227 is available from the Public Works Department’s
1991 Bond Program Fund, 00418.0400.08630.1998; and

WHEREAS, A three year warranty is provided with the notebook computer. Beginning in the fourth year,
maintenance for this equipment will cost approximately $200/year (based on current prices). Future maintenance costs will be funded by the County General Fund; and

WHEREAS, A one year warranty is provided with the scanner and plotter. Beginning in the second year,
maintenance for this equipment will cost approximately $50/year (based on current prices). Future maintenance costs will be funded by the County General Fund; and

WHEREAS, The above request has been recommended by the M.I.S. Coordinator.
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes and approves the expenditure of eight computer related requests for a total one time cost of $147,227 to be funded from the Public Works Department’s 1991 Bond Program Fund, 00418.0400.08630.1998.

DONE IN OPEN COURT this the __________ day of ________________, 2001.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lee F. Jackson</td>
<td>County Judge</td>
<td></td>
</tr>
<tr>
<td>Jim Jackson, Commissioner</td>
<td>Road and Bridge, District 1</td>
<td></td>
</tr>
<tr>
<td>Mike Cantrell, Commissioner</td>
<td>Road and Bridge, District 2</td>
<td></td>
</tr>
<tr>
<td>John Wiley Price, Commissioner</td>
<td>Road and Bridge, District 3</td>
<td></td>
</tr>
<tr>
<td>Kenneth A. Mayfield, Commissioner</td>
<td>Road and Bridge, District 4</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED BY: John Nero, Account Executive, Information Technology Services

John M. Hennessey, M.I.S. Coordinator
March 6, 2001

To: Commissioners Court
From: Dan Savage
Subject: Default Termination of Triple R ("Contractor") on Sixth Floor Museum Elevator Extension

Background
On September 19, 2000, by Court Order 2000-1895, Commissioners Court authorized the execution of a contract with Triple R General Contractor for the construction of the Sixth Floor Museum elevator extension to provide access to the seventh floor of the Dallas County Administration Building (the "Project"). The Contractor was to commence work on October 4, 2000, and was to achieve substantial completion by February 21, 2001. Throughout the contract period, the Contractor has repeatedly failed to move this Project forward in a responsible and timely manner. Now that the time allotted in the contract to complete performance of the work has expired, it is evident that the Contractor is in default of those provisions of the contract which deal with the requirement to complete the Project within the specified time period. (The lack of timely performance has occurred for a variety of reasons, including but not limited to the following: Contractor delayed in getting his scaffolding plans approved; Contractor delayed in getting the scaffolding equipment installed; and Contractor persistently failed to supply enough properly skilled workers to prosecute the job.) Attached is a copy of the agreement between the County and Triple R which sets forth the time requirements and an excerpt from the General Conditions of the contract documents which sets forth the reasons for termination by the owner for cause. Other relevant correspondence is attached.

Impact on Operations
This Project is time sensitive because it must be completed before the Sixth Floor Museum can occupy the seventh floor of the County Administration Building. The Contractor's work has caused parking disruptions, leaks in the elevator shaft and in the building, and stoppages of the elevator.

Financial Impact
This contract is for work costing $368,800. There is a liquidated damages clause in the amount of $500 per day. These damages can result from additional staff required time on the part of the County or the Museum because of the Contractor's delay. Also, the Museum stands to lose parking, ticket, and gift shop revenues because of the delays.

MWBE
See the attached certification report from Irvin Hicks.

Legal
Staff has provided copies of the contract documents to the Civil District Attorney's Office for review regarding terminating the performance of work by Triple R on this Project.
Recommendation
Given the foregoing and in accordance with Clause 14.2 of the contract entitled "Termination by the Owner For Cause", I recommend that the Commissioners Court on behalf of Dallas County terminate the performance of work by Triple R on this Project and proceed to work with their surety, Utica National Insurance Group, to a successful resolution.

Recommended by

Dan Savage
Assistant Administrator for Operations

cc: John Dahill
    Allen Clemson
    Jeff West
    Karen Wiley
    Bernie Blanton
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AIA Document A101-1997
1997 Edition - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.


AGREEMENT made as of the Nineteenth day of September in the year of Two Thousand
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)
DALLAS COUNTY COMMISSIONERS COURT
411 Elm Street, 2nd Floor
Dallas, Texas 75202
Telephone: (214) 653-6725
Fax: (214) 653-6729

and the Contractor
(Name, address and other information)
TRIPLE R GENERAL CONTRACTORS, INC.
1316 West Commerce
Dallas, Texas 75208
Telephone: (214) 752-7292
Fax: (214) 752-2758

The Project is:
(Name and location)
ELEVATOR EXTENSION
SIXTH FLOOR MUSEUM VISITORS CENTER
BID NO 2000-241-650
411 Elm Street
Dallas, Texas 75202

The Architect is:
(Name, address and other information)

The Owner and Contractor agree as follows.

AIA DOCUMENT A101 -OWNER - CONTRACTOR AGREEMENT - 1997 EDITION - AIA - COPYRIGHT 1997 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Electronic Format A101-15
ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement, October 4, 2000.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 140 days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

The date of commencement of the contract work is October 4, 2000 (based upon award by Commissioners Court on September 19, 2000). The Contractor must achieve Substantial Completion by February 21, 2001,

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

Liquidated damages in the amount of $500.00 per calendar day will be applied after February 21, 2001.

ARTICLE 4 CONTRACT SUM
4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three hundred sixty-eight thousand eight hundred Dollars ($368,800.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)
Total Base Bid $368,800.00

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS
5.1 PROGRESS PAYMENTS
5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment to the Contractor not later than the day of the month. If an Application for Payment is not received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997 1987;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997 1987.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner or Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and applicable liquidated damages. (Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997 1987.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT
5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997 1987, and to satisfy other requirements, if any, which extend beyond final payment; and

2. a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner’s Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997 1987.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997 1987.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 1987 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest as provided by law from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner’s representative is:

(Name, address and other information)
Bernard E. Blanton
Dallas County Engineering & Project Management
George L. Allen Sr. Courts Building, 9th Floor
600 Commerce Street
Dallas, Texas 75202
Telephone: (214) 653-6730
Fax: (214) 653-6729

7.4 The Contractor’s representative is:

(Name, address and other information)
Jose L. Reyes
Triple R General Contractors, Inc.
1316 West Commerce
Dallas, Texas 75208
Telephone: (214) 752-7292
Fax: (214) 752-2758

7.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten five days written notice to the other party.

7.6 Other provisions:
The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgements, loss and expenses, including attorney’s fees, of whatsoever nature, character or description that any person or entity has or may have arising from or on account of any injuries or damages, (including but not restricted to death) received or sustained by any person, persons, or property
directly and proximately, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor in the execution or performance of this contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney’s fees arising out of the breach of any of the requirements and provisions of this contract or any failure of Contractor, its employees, officers, agents, contractor’s invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:


8.1.2 The General Conditions are the 1997 1987 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997 1987, as modified by Dallas County and included in the Contract Documents. All references to AIA A201 1997 Edition are to be ignored.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated September 1, 2000, and are as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE ATTACHED &quot;EXHIBIT A&quot;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

( Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE ATTACHED &quot;EXHIBIT B&quot;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8.1.6 The Addenda, if any, are as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>August 21, 2000</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>August 29, 2000</td>
<td>1</td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.
8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)
DALLAS COUNTY
Lee F. Jackson, County Judge

CONTRACTOR (Signature)
TRIPLE R GENERAL CONTRACTORS
Talanna Turpen Reyes, President

(Printed name and title)
SPECIFICATIONS BID NO. 2000-241-650

PERFORMANCE BOND

(Engineering and Project Management)

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

that Triple R General Contractors, Inc., 1317 N. Madison, Dallas, TX 75203
(Name and Address of Contractor)

as principal, hereinafter called Contractor, and,

Utica Mutual Insurance Company
P.O. Box 743488, Dallas, TX 75374
(Name and Address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound under

Dallas County
600 Commerce St., 9th Floor, Dallas, TX 75202
(Name and Address of Owner)

A Obligee, hereinafter Owner, in the amount of Three Hundred Sixty Eight Thousand Eight Hundred and no/100 DOLLARS ($ 368,800.00 ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated October 4, 2000

entered into a contract with Owner for the construction Elevator Extension, for the Sixth Floor Museum Visitors Center, 411 Elm St., Dallas, TX 75202

For the amount of: Three Hundred Sixty Eight Thousand Eight Hundred and no/100 DOLLARS ($ 368,800.00 )

in accordance with the Specifications prepared by the Dallas County Department of Facilities Management, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, to this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, jointly of the lowest responsible bidder, arrange for a contract between such bidder the Owner, and make available as work progresses (even through there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Any suit under this bond must be instituted before the expiration two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner names herein or the heirs, executors, administrators, or successors of Owner.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety: Power of Attorney must be submitted with Bond.
SPECIFICATIONS BID NO. 2000-241-650

LABOR AND MATERIAL PAYMENT BOND

This bond is issued simultaneously with performance bond in favor of the owner conditioned on the full and faithful performance of the contract.

(Penalty of the bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

that_ Triple R General Contractors, Inc., 1317 N. Madison, Dallas, TX 75203

(Name and Address of Contractor)

as principal, hereinafter called Contractor, and,

* Utica Mutual Insurance Company, P.O. Box 743488, Dallas, TX 75374

(Name and Address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound under

Dallas County, 600 Commerce St., 9th Floor, Dallas, TX 75202

(Name and Address of Owner)

A Obligee, hereinafter Owner, in the amount of Three Hundred Sixty Eight Thousand Eight Hundred and no/100 DOLLARS ($ 368,800.00 ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these partners.

WHEREAS,

Contractor has by written agreement dated October 4, 2000 entered into

a contract with Owner for the construction Elevator Extention, for the Sixth Floor Museum

Visitors Center, 411 Elm St., Dallas, TX 75202

For the amount of: Three Hundred Sixty Eight Thousand Eight Hundred and no/100 DOLLARS($ 368,800.00 ) in accordance with the Specifications prepared by the Dallas County Department of Engineering and Project Management, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said articles to the same extent as if it were copied at length here:

Triple R General Contractors, Inc.  
Principal

[Signature]  
Title

Utica Mutual Insurance Company  
Surety

[Signature]  
Title  
David Morgan, Attorney-In-Fact

Subscribed and sworn to before me this 4th day of October, 20___

[Notary Public Signature]  
Notary Public

My Commission expires: 03-23-2002

Surety: Power of Attorney must be submitted with Bond.

END OF SECTION 00500
IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
FAX No. (512) 475-1771

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.
POWER OF ATTORNEY

Know all men by these Presents, the UTICA MUTUAL INSURANCE COMPANY, as a New York Corporation, having its principal office in the Town of New Hartford, County of Oneida, State of New York, does hereby make, constitute and appoint William D. Baldwin, Cindy Fowler, Debbie Smith, Michael B. Hill, David Morgan, Roger Bales, Todd Jackson Richardson, TX as its true and lawful Attorney(s)-in-fact in their separate capacity if more than one is named above to make, execute, sign, seal and deliver for and on its behalf as surety and as its act and deed (without power of redelegation) any and all bonds and undertakings and other writings obligatory in the nature thereof (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) provided the amount of no one bond or undertaking exceeds Three Million and 00/100 Dollars ($3,000,000.00).

The execution of such bonds and undertakings shall be as binding upon said UTICA MUTUAL INSURANCE COMPANY as fully and to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers and its Home Office in New Hartford, New York.

This Power of Attorney is granted under and by authority of the following resolution adopted by the Directors of the UTICA MUTUAL INSURANCE COMPANY on the 27th day of November, 1961.

"Resolved, that the President or any Vice-President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its agents, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly acknowledged by the regularly elected Officers of the Company in their own proper persons.

"Now Therefore, the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney by a facsimile, and any such Power of Attorney bearing such facsimile signatures or seal shall be valid and binding upon the Company."

In Witness Whereof, the UTICA MUTUAL INSURANCE COMPANY has caused these presents to be signed by its Authorized Officers, this 24th day of February, 2000.

STATE OF NEW YORK } ss:
COUNTY OF ONEIDA 

UTICA MUTUAL INSURANCE COMPANY

STATE OF NEW YORK } ss:
COUNTY OF ONEIDA 

On this 24th day of February, 2000 before me, a Notary Public In and for the State of New York, personally came DANIEL D. DALY and GEORGE P. WARDLEY to me known, who acknowledged execution of the preceding Instrument and, being by me duly sworn, do depose and say, that they are Vice President and Secretary respectively of UTICA MUTUAL INSURANCE COMPANY; and that the seal affixed to said Instrument is the corporate seal of UTICA MUTUAL INSURANCE COMPANY; and that the said corporate seal is affixed and their signatures subscribed to said Instrument by authority and order of the Board of Directors of said Corporation.

In Testimony Whereof, I have hereunto set my hand at New Hartford, New York, the day and year first above written.

STATE OF NEW YORK } ss:
COUNTY OF ONEIDA 

UTICA MUTUAL INSURANCE COMPANY

I, Stephen J. Lorenz, Assistant Secretary of the Utica Mutual Insurance Company do hereby certify that the foregoing Power of Attorney executed by said Utica Mutual Insurance Company and the above-quoted Resolutions of the Board of Directors adopted November 27, 1961 are still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the said Corporation at New Hartford, New York this 4th day of October, 2000.
INSURERS AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>National American Insurance Co</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER B</td>
<td></td>
</tr>
<tr>
<td>INSURER C</td>
<td></td>
</tr>
<tr>
<td>INSURER D</td>
<td></td>
</tr>
<tr>
<td>INSURER E</td>
<td></td>
</tr>
</tbody>
</table>

COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSUB</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
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<tr>
<td>A</td>
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<td>02/17/00</td>
<td>02/17/01</td>
<td>EACH OCCURRENCE: $1000000</td>
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<td>FIRE DAMAGE (Any one fire): $1000000</td>
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<td>MED EXP (Any one person): $50000</td>
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<td>PERSONAL &amp; ADV INJURY: $1000000</td>
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<tr>
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<td></td>
<td>GENERAL AGGREGATE: $2000000</td>
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<td>PRODUCTS - COMPROP AGG: $1000000</td>
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<td></td>
<td>AUTOMOBILE LIABILITY</td>
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<td>Any Auto</td>
<td>CAU368442B</td>
<td>02/17/00</td>
<td>02/17/01</td>
<td>COMBINED SINGLE LIMIT (Ea accident): $1000000</td>
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<tr>
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<td>BODILY INJURY (Per person): $0</td>
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<td>BODILY INJURY (Per accident): $0</td>
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<td>GARAGE LIABILITY</td>
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</tr>
<tr>
<td></td>
<td>Any Auto</td>
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<td>02/17/00</td>
<td>02/17/01</td>
<td>AUTO ONLY - EA ACCIDENT: $0</td>
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<td></td>
<td>OTHER THAN AUTO ONLY: $0</td>
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<tr>
<td></td>
<td>EXCESS LIABILITY</td>
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<tr>
<td></td>
<td>Occur</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE: $0</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>AGGREGATE: $0</td>
</tr>
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<td></td>
<td></td>
<td>$0</td>
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<td></td>
<td></td>
<td></td>
<td>$0</td>
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<tr>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>02/17/00</td>
<td>02/17/01</td>
<td>E.L. EACH ACCIDENT: $500000</td>
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<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE: $500000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $500000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | N | ADDITIONAL INSURED | INSURER LETTER |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td></td>
<td>DALLC-1</td>
</tr>
</tbody>
</table>

DALLAS COUNTY
Purchasing Agent
509 Main St. Rm 623
Dallas TX 75202
100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or

- the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.1.1.

14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect and Owner believes that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety;

- take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- accept assignment of subcontractors pursuant to Paragraph 5.4; and
- finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.5 In all cases of termination or Contractor default, Architect will bill Owner for cost of additional services required in connection with reissuing documents or completing the Work.

14.2.6 In case of delays in completion of the Work due to actions or inactions of Contractor or Subcontractors, which extend completion time for Contract, Architect will bill Owner for cost of additional services required due to this delay.

14.3 SUSPENSION BY THE OWNER

14.1.3 If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.
September 14, 2000

Talanna Turpen Reyes
Triple R General Contractors, Inc.
1316 West Commerce Street
Dallas, Texas 75208

RE: Elevator Extension, Sixth Floor Museum Visitors Center, Bid No. 2000-241-650

Dear Ms. Reyes:

Dallas County is requesting clarification of the Triple R General Contractors, Inc. construction bid. Please submit your construction estimate indicating the schedule of values, also, a statement indicating your company has the resources to complete this project as bid and within the time limits specified. This will aid Dallas County in its final evaluation and contract award.

On September 7, 2000 bids were opened for the above referenced construction project with Triple R General Contractors, Inc. submitting the apparent lowest bid of $368,800. Your bid as submitted is 15% under the next low bid of $425,000.

As noted in the bid documents, section 00200 - INSTRUCTION TO BIDDERS, paragraph 1.06B - TIME OF COMPLETION AND LIQUIDATED DAMAGES, "The work must be completed within one hundred forty (140) consecutive calendar days from notice to proceed. In the event the work, as itemized, is not completed within one hundred forty (140) consecutive calendar days as stated, from the date of commencement, liquidated damages in the amount of $500 per day will be assessed".

The construction schedule must coordinate with the museum activities and followed without fail to avoid any unplanned delays. The anticipated date of the actual on site construction commencement is programmed, not later than October 11, 2000 to meet the completion date of February 28, 2000.

Sincerely,

Bernard E. Blanton

Cc: Cindy Fowler Utica Mutual Insurance Company
    Dan Savage Dallas County, Administration
    John Nolan Dallas County, Engineering & Project Management
September 18, 2000

Bernard E. Blanton
Dallas County
600 Commerce St., 9th Floor
Dallas TX, 75202

Re: Elevator Extension, Sixth Floor Museum Visitors Center
Bid No.: 2000-241-650

Dear Mr. Blanton,

Triple R General Contractors, Inc. has reviewed our bid for $368,800 and feels confident that our company has the resources to complete this project as we have bid and within the time limits that are specified.

Thank you for your time, if there are any questions or concerns regarding this matter, please feel free to call.

Sincerely,

[Signature]

Jose L. Reyes
CONTINUATION SHEET

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (F + E + F)</th>
<th>% (G + C)</th>
<th>BALANCE TO FINISH (C - G)</th>
<th>RETAINAGE (IF VARIABLE) RATE</th>
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<td>1</td>
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<td>2</td>
<td>MOBILIZATION</td>
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<td>3</td>
<td>ELEVATOR WORK</td>
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<td>4</td>
<td>SCAFFOLDING</td>
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<td>ROOFING WORK</td>
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<td>6</td>
<td>ELECTRICAL WORK</td>
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<td>7</td>
<td>CONCRETE</td>
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<td>NEW MASONRY</td>
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<td>A)</td>
<td>CONC. MASONRY</td>
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<td>B)</td>
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<td>C)</td>
<td>MISCELLANEOUS</td>
<td>$5,400</td>
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<td>STEELWORK</td>
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<td>11</td>
<td>CARPENTRY</td>
<td>$4,800</td>
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<td>12</td>
<td>DOORS WINDOWS</td>
<td>$14,000</td>
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</tr>
</tbody>
</table>

$368,800
November 20, 2000

Jose L. Reyes
Triple R General Contractors, Inc.
1316 West Commerce
Dallas, Texas 75208

Re: Elevator Extension, Sixth Floor Museum Visitors center

Dear Mr. Reyes:

As of November 27, 2000 Triple R General Contractors, Inc. will begin construction fifty-four (54) days after the contracted date of actual construction commencement.

During the project meeting of November 09, 2000 Triple R General Contractors, Inc. committed to the following schedule and it was agreed by all officials present:

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>13 Nov 00</td>
<td>Submit revised schedule to include 6th Floor Museum events with copies to the 6th Museum &amp; Dallas County Engineering. Submit scaffolding shoring or support system shop drawings that have been previously coordinated and reviewed with Datum Engineering to expedite final review and approval.</td>
</tr>
<tr>
<td>16 Nov 00</td>
<td>Begin manufacture of scaffolding support platforms. (5 days +)</td>
</tr>
<tr>
<td>20 Nov 00</td>
<td>6th Floor Museum special events week. (No const 'n activity.)</td>
</tr>
<tr>
<td>27 Nov 00</td>
<td>Move-in crane &amp; scaffolding equipment site to initiate erection.</td>
</tr>
<tr>
<td>30 Nov 00</td>
<td>Walkway interior &amp; tower demolition.</td>
</tr>
</tbody>
</table>
None of the events transpired as committed. As a result of the proposed scaffolding support system not being pre-approved nor the shop drawings coordinated with Datum Engineering the project is in danger of more valuable time being lost in a construction schedule that requires strict coordination. Your personal attention must be given to the coordination of events to assure the work is accomplished as originally programmed.

The construction schedule as submitted is unacceptable. Request an updated schedule be provided that denotes the special events of the Sixth Floor Museum that effect the construction as committed previously. Additional slippage in the schedule will not be tolerated. Also Request submission of the minutes of the previous project meetings for review and conformation by project officials as required.

Liquidated damages in the amount Of $500 per day will be assessed and the effect of lost revenue to the Sixth Floor Museum will be of prime consideration if this construction project exceed the contracted date of completion due to Triple R General Contractors, Inc. inefficient execution of the work.

Sincerely,

Bernard E. Blanton

Cc:   Cindy Fowler    Utica Mutual Insurance Company
      Karen Wiley    Sixth Floor Museum
      Dan Savage    Dallas County Administration
      John Nolan    Dallas County Engineering & Project Management
      Robert Varner Triple R General Contractors, Inc.
November 27, 2000

CERTIFIED MAIL: Z 579 884 348

Triple R. General Contractor
1316 W. Commerce Street
Dallas, Texas 75208

Re: Elevator Extension- Sixth Floor Museum Visitors Center

Dear Mr. Reyes:

The County and the Sixth Floor Museum are concerned with your lack of progress on the referenced project.

This contract was awarded to you by Commissioner's Court on September 19, 2000. By the terms of the contract you were to commence work by October 4, 2000, and all work is to be completed by February 21, 2001.

Today, November 27, 2000 is fifty-four days after your authorized start date and you have not begun physical work on this project. As of today over 40% of the allocated time to complete the work has expired and no work on the project has begun. It is realized that you have been doing some work getting shop drawings approved; however, to date much work remains—even in getting shop drawings approved.

Your lack of progress on this project gives both the County and the Sixth Floor Museum personnel serious concerns that you are capable of completing this project by the February 21, 2001 as your contract requires. In fact, based upon your past performance on this contract it would appear that completion by May or June 2001 appears dubious.

Please provide us a detailed schedule showing your plans to complete this project. After we have received and studied this schedule, we will schedule a meeting to discuss this project.

Sincerely,

John P. Nolan P.E.
Assistant Director of Engineering

CC: Karen Wiley- Sixth Floor Museum
Bernie Blanton-Project Engineer
Dan Savage-Assistant Administrator
John Dahill- Dallas County Civil D.A
David Morgan-Utica Mutual Insurance Co. Bond # SU3201442

George L. Allen Sr. Courts Building
600 Commerce St., 9th Floor, Suite 900
Dallas, Texas 75202-6633
e-mail: jnolan@dallascounty.org
Tel: 214-653-6725
Fax: 214-653-6729
MEMORANDUM

DATE: September 12, 2000

TO: J. Allen Clemson,
    Court Administrator

FROM: Trini Hicks
    Director - Minority Affairs

SUBJECT: M/WBE Review of RFP# 2000-241-650 - Elevator Extention - 6th Floor Museum
(Management Summary)

The following is a synopsis of the subject narrative:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEO1 Docs (?)</th>
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<tbody>
<tr>
<td>Triple R General Contractors, Inc.</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Mart, Incorporated</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Southcrest Corporation</td>
<td>0*</td>
<td>N*</td>
</tr>
<tr>
<td>Hallmark Restorations, d/b/a Ashton Group</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Coronado Builders, Inc.</td>
<td>3</td>
<td>Y</td>
</tr>
</tbody>
</table>

*firm failed to submit M/WBE documentation. Therefore, proposal does not comply with the County's GFE policy.

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

c: Commissioners Court ( thru J. Allen Clemson)
John Campbell
Bernard Blaylock
File(2000-241)
MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Mike Cantrell, Road and Bridge District No. 2

FROM: Selas Camarillo, P.E., R.P.L.S., Assistant Director - Property Division

SUBJECT: 1. Garland Federally Funded Home Program
           Request from City of Garland to Waive/Reduce Taxes, Penalties, Interests, Fees & Costs
           2. 539 Helen, Garland, TX – Replacement Quitclaim Deed

BACKGROUND OF ISSUE

The City of Garland (the "City") is participating in the Federally funded Home Program, sponsored by the U.S. Department of Housing and Urban Development which is designed to expand home ownership opportunities for applicants below 80% of median income. The City has identified four tax foreclosed properties for use in the Home Program which will result in the construction and/or rehabilitation of residential structures on the properties by non-profit Community Housing Development Organizations. The properties identified by the City were struck off to the City for the use and benefit of the Garland Independent School District, the City of Garland, and the County of Dallas, pursuant to the Tax Code §34.01, as a result of litigation for delinquent ad valorem taxes. Upon completion of the construction, the properties will be sold to qualified families with thirty-year term mortgage financing.

Related to the Home Program, the City has waived its taxes, penalties, interest, fees and court costs on each of the properties. Similarly, the Garland Independent School District passed a resolution on August 10, 2000 authorizing the transfer of the School District’s interest in the four properties by Quitclaim deed to the City for ten dollars and other good and valuable consideration for each property.

The City is requesting that Dallas County waive or reduce its accumulated back taxes, related penalties, interest, fees and court costs owed to our jurisdiction on these properties in an effort to create affordable housing for low income families.

The City has been informed that the Commissioners Court supports the concept of utilizing taxed foreclosed properties for the development of housing for low income persons. The City was further advised that staff would recommend a fixed lot price, in line with the City of Dallas ordinance accepted by the Commissioners Court in December 1998. However, the City has not taken the initiative to develop such an ordinance as provided for the Section 34.015 of the Tax Code. On the previous request dated September 10, 1998, the Commissioners Court required the City to pay the total amount of taxes due Dallas County under the tax Judgment. To avoid any delays in developing and adopting a low income house building ordinance, the City has agreed to pay the County’s portion of the taxes plus the County’s portion of court costs, if any, on each property.
On a related matter, Commissioners Court Order No. 95-1206 dated July 18, 1995 authorized the County Judge to execute a Quitclaim Deed to transfer the tax foreclosed property at 539 Helen, Garland, Texas to the City in consideration of the taxes due Dallas County. However, the City misplaced the original Quitclaim Deed before it could be properly filed. The City is requested Dallas County execute a new original Deed for this property so that they can complete the transfer of this property.

**IMPACT ON OPERATIONS AND MAINTENANCE**

Dallas County will benefit from the use of the properties in the Home Program by the return of deteriorated and unproductive properties to the tax rolls, enhancing the value of ownership to the surrounding properties and improving the safety and quality of life in deteriorating neighborhoods.

**LEGAL INFORMATION**

Section 34.05 of the Tax Code allows a taxing unit to resell a tax foreclosure property at any price agreed upon by the taxing units which are entitled to receive proceeds of the sale under the tax judgment.

Section 34.015, Alternate Manner of Sale, authorizes the governing body of a municipality to sell land acquired by the municipality following the foreclosure of a tax lien in favor of the municipality to “a nonprofit organization that develops housing for low income individuals and families as a primary activity to promote community-based revitalization of the municipality”. A municipality operating under this section may pass an ordinance to determine the individuals and families who qualify as low income individuals and families under this section. Counties do not appear to have the same statutory authority under this section.

**FINANCIAL IMPACT/CONSIDERATIONS**

The law firm of Linebarger Heard Goggan Blair Graham Peña & Sampson, LLP has provided the following breakdown of the County taxes and related costs due in the Judgments on each of the identified properties, as follows:

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Cause No.</th>
<th>Account No.</th>
<th>Taxes Due County</th>
<th>County’s Portion of Court Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>89-40385</td>
<td>26100500050060000</td>
<td>$450.66</td>
<td>$295.00</td>
<td>$745.66</td>
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<td>Garland, TX</td>
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<td>1975-1989</td>
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<tr>
<td>2520 Cumberland</td>
<td>88-40178</td>
<td>26353500140470000</td>
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<td>1982-1992</td>
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</tr>
<tr>
<td>409 Hicks Street</td>
<td>88-40459</td>
<td>26101500090070000</td>
<td>$0.00</td>
<td>$351.00</td>
<td>$351.00</td>
</tr>
<tr>
<td>Garland, TX (Commercial roll, Zoned SF-7)</td>
<td></td>
<td></td>
<td>1987-1989</td>
<td></td>
<td></td>
</tr>
<tr>
<td>508 Clark Street</td>
<td>97-41326 TL</td>
<td>26103500180030000</td>
<td>$2,351.34</td>
<td>$1,775.94</td>
<td>$4,127.28</td>
</tr>
<tr>
<td>Garland, TX</td>
<td></td>
<td></td>
<td>1984-1998</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PERFORMANCE MEASURES IMPACT**

No Impact.
RECOMMENDATION

The Public Works Department recommends that the Commissioners Court: (1) require the City of Garland to pay Dallas County the total amount of the tax lien due Dallas County under the delinquent tax judgments on each of the properties identified above plus the County's portion of the Court costs, if any, even if said amount is less than the market value of the properties specified in the respective judgments of foreclosure and or for less than the total amount of the judgments against each respective property as provided by Texas Tax Code, §34.05(i); said tax proceeds to be applied first to the county's portion of the court costs, balances, if any, will be applied to the county's tax lien, (2) in consideration of the payment of county's share of taxes and court costs authorize the County Judge to execute Quitclaim Deeds to the City of Garland conveying the County's rights, title, and interest in each the properties, and (3) authorize the County Judge to execute the attached Quitclaim Deed to the City on the tax foreclosed property at 539 Helen, Garland, Texas to replace the Quitclaim Deed misplaced by the City.

If the Commissioners Court is in agreement, a court order authorizing the matters above will be placed on the next regular agenda.

APPROVED BY:

[Signature]
Donald R. Holzwarth, P.E.
Director of Public Works

Attachments

xc: John Dahill, Assistant District Attorney, Civil Section
    David Childs, Tax Assessor/Collector
    DeMetris A. Sampson, Attorney, LHGBGPS
NOTE: This Quitclaim deed is being executed to replace the Quitclaim Deed misplaced by the City of Garland before the deed was properly filed in the Deed Records of Dallas County, Texas.

QUITCLAIM DEED

THE STATE OF TEXAS §
COUNTY OF DALLAS § KNOW ALL PERSONS BY THESE PRESENTS:

THAT the County of Dallas, Texas, a political subdivision of the State of Texas, in its own behalf, and on behalf of the Dallas County Community College District, the Parkland Hospital District, and the Dallas County School Equalization Fund, (hereinafter "Grantors"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, releases, quitclaims and surrenders to the Grantee such title or interest as Grantors may have, if any, by virtue of the tax foreclosure proceedings whereby it became a purchaser of the tax title under a sheriff's sale, as shown by a Sheriff's Deed, recorded in Volume _______, Page_______, of the Deed Records of Dallas County, Texas, and by these presents and in accordance with Court Order No. 2001_______, approved by the Dallas County Commissioners Court on March_______, 2001, does hereby release, quitclaim and surrender, subject to the terms, conditions, provisions, and restrictions herein set forth, unto City of Garland, Texas, hereinafter "Grantee", all the rights, title and interests, if any, in and to the following described real property situated in Dallas County, Texas, to wit:

Being a lot or parcel of land out of the E. Crockett Survey, Abstract No. 227, Dallas County, Texas, and being Lot 1, Block 1, of Coopers No. 5 Addition, an Addition to the City of Garland, according the Map recorded in the Volume 97084, Page 4748, Map Records of Dallas County, Texas, and being the same property described in that certain Sheriff's Deed dated March 6, 1990, recorded in Volume 90104, Page 2636, Deed Records, Dallas County, Texas, more commonly known as 539 Helen, Garland, Texas.

This Quitclaim is made subject to and Grantee acknowledges the right of redemption as provided in Sections 34.05 and 34.21 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THE PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN AN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ALL CLAIMS AND CAUSES OF ACTION, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST GRANTORS, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THE ADVERTISING FOR AND THE CONDUCT OF THE TAX FORECLOSURE SALE. GRANTEE ALSO RELEASES GRANTORS, THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY TO GRANTEE. THIS RELEASE IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY GRANTORS IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL, HAZARDOUS OR REGULATED MATERIAL PROBLEMS ON OR WITH THE PROPERTY AND ANY PUBLIC NUISANCES OR HEALTH, SAFETY OR FIRE HAZARDS.
TO HAVE AND TO HOLD all of our right, title and interest in and to the above described property and premises subject to the aforesaid, unto the said Grantee, his heirs, successors, and assigns forever, so that Grantors and all other relevant taxing authorities, their legal representatives, successors and assigns shall not have, claim or demand any right, title or interest to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this the _____ day of ____ A.D., 2001.

APPROVED TO FORM:

By: _________________________________
    John B. Dahill
    Assistant District Attorney, Civil Section

COUNTY OF DALLAS, TEXAS

BY: _________________________________
    Lee F. Jackson
    County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority,

on this day personally appeared Lee F. Jackson, County Judge for the County of Dallas, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the County of Dallas, Texas, a political subdivision of the State of Texas, and on behalf of the, the Dallas County Community College District, the Parkland Hospital District, and the Dallas County School Equalization Fund for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of __________ A.D., 2001.

GRANTORS ADDRESS: RETURN TO: GRANTEES ADDRESS:
County of Dallas
411 Elm Street, 4th Floor
Dallas, Texas 75202
Attn: Director of Public Works
City of Garland
222 Carver Street
Garland, TX 75042

Notary Public, State of Texas
My Commission Expires
MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner John Wiley Price, Road & Bridge District No.3

FROM: Selas Camarillo, P.E., R.P.L.S.
Assistant Director - Property Division

SUBJECT: Proposed Abandonment of Seventh Street, Dallas, Texas
(from South R.L. Thornton Freeway to Eads Street)

BACKGROUND OF ISSUE

The County 414 R. L. Thornton Building houses two Justices of the Peace, a Constable’s Office and a Community Supervision and Corrections Department Office for adult probation services. The building sits on a city block bounded by the R. L. Thornton service road on the west, Seventh Street on the north, and Eads Avenue on the east. Dale Street, abandoned latter part of last year, is located on the south side of the building is now owned and being used by the County. The services provided by this facility generate a great amount of parking traffic creating the need for additional, improved parking. Closing the short segment of Seventh Street (from South R.L. Thornton Freeway to Eads Street) would affect a means to better manage the parking demands at this facility.

Related to the County’s proposed abandonment request, the City of Dallas (the “City”) has expressed an interest in acquiring title to Urbandal Park (“County-Owned Park”). The County acquired this property from Robert L. Warren by Warranty Deed dated June 18, 1943, as recorded in Volume 2416, Page 275, Deed Records of Dallas County, Texas. The deed contains a restriction stating the property be used “for public use, and restricted to the use of the Public for School and/or Playgrounds in connection therewith, and/or for Public Park purposes only”. The property is situated in the Samuel Beeman Survey, Abstract No. 68, in City Block 5823, and is part of the land that was platted as a “School Site and Playground” on the map of Urbandal Addition, First Installment, an addition to the City of Dallas, Texas, according to the map recorded in Volume 3, Page 403, Map Records Dallas County, Texas. On or about 1945 the City annexed this area. From observations of the park we can ascertain the City has maintained the property for a number of years. Coincidentally, the City was in the process of abandoning a portion of the roadway abutting the park and discovered they did not own the park.

The timing of these two events will allow the opportunity for the mutual benefit of the City and County, to exchange of the County’s interest in the park property for the City’s interest in Seventh Street eliminating a cash payment from the FY 2001 Capital Improvement Program.

IMPACT ON OPERATIONS AND MAINTENANCE

Closing the short segment of Seventh Street (from South R.L. Thornton Freeway to Eads Street) will provide additional flexibility to better manage the parking demands at this facility.
LEGAL INFORMATION

Pursuant to VTCA Local Government Code, Section 272.001, an exchange may be made for an amount that is equal to or more than the fair market value of the property being exchanged by the County. The land and those interests may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land or interest and the appraisal is conclusive of the fair market value of the land or interest.

FINANCIAL IMPACT/CONSIDERATIONS

The Public Works Department cannot accurately assess the fair market value of the county's property, until an appraisal of the property can be accomplished. Considering the size difference in the two properties, it is reasonable to assume that the value of the County-Owned Property will exceed the value of the City-Owned right of way. Based on this assumption, the Property Management Director of the City has agreed to perform the following services at the City's expense:

1. On the ground survey of the County-Owned Park property,
2. On the ground survey and plat map of the Seventh Street property to be abandoned (normally County's responsibility),
3. Appraisal report of the Seventh Street Property,
4. Offset the application/filing fees totaling $1,150 through an alternate city process.

Dallas County will remain responsible for the Ordinance/Publication fee of $20, which is required by the City to process the proposed abandonment/exchange and is available in the Fund 196, FY2001 Capital Improvement Program.

In addition the city will order a title commitment on the County-Owned Park property to ensure that the City is acquiring insurable title to the property. The city also offered to credit the County land value for future use in the event the value for the additional services did not equal the value of the County-Owned Park property to be exchanged. Although a kind overture, it would be difficult to place a value on a future event that could be used to offset a present fair market value.

The fair market value of the City's property is calculated at 85% of the appraised fair market value of the abandoned street right of way. As shown above, the City is responsible for appraising the city-owned property to determine the fair market value.

PERFORMANCE MEASURES IMPACT

No Impact.
PROJECT SCHEDULE

Commissioners Court Order authorizing proposed abandonment/exchange ............ March, 2001
Signed and sealed field note descriptions and plats on County-owned and
City-owned tracts (City to outsource) .................................................. March, 2001
Appraisal report on County-owned property (County to complete inhouse) .......... April, 2001
Appraisal report on City-owned Property (City to complete inhouse) ................. April, 2001
Court Order authorizing exchange of County-owned property and subsequent
execution of the Quitclaim Deed to City for public right-of-way ...................... May, 2001
City of Dallas deadline for City Council Action ........................................ June, 2001
Ordinance abandoning the public right-of-way and authorizing the exchange and
subsequent execution of the Quitclaim Deed to City Council for action ............. June, 2001

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court authorize the Public Works
Department to: (1) remit payment of $20 to the City of Dallas for the ordinance/publication fee, (2) perform an
appraisal of the County-Owned Park property, (3) commence negotiations with the City for the exchange of the
County’s interest in the County-Owned Park Property for the City’s interest in Seventh Street from South R. L.
Thornton Freeway and Eads Street, pursuant to VTCA Local Government Code, Section 272.001, and submit
the results of the negotiations to the Commissioners Court for formal approval.

If the Commissioners Court is in agreement, a Court Order authorizing the above matters will be placed on the
next regular agenda.

APPROVED BY:

[Signature]
Donald R. Holzwarth, P.E.
Director of Public Works

cc: John B. Dahill, Advisory Chief, Assistant District Attorney’s Office
J. Allen Clemson, Court Administrator
Dan Savage, Assistant Administrator
DATE: February 28, 2001

TO: Commissioners Court

THROUGH: Rick Loessberg, Director of Planning & Development

FROM: Rachel Brown, Community Development Assistant

SUBJECT: Proposed Funding Revisions for FY99/2000 CDBG and HOME Projects

******************************************************************************

BACKGROUND

In FY99/2000, the U.S. Department of Housing and Urban Development (HUD) allocated to Dallas County $2,214,722 in CDBG funds and $579,000 in HOME funds. On July 18, 2000, the Commissioners Court approved projects for this funding. Since then, some of the cities have requested revisions to some of their projects, and since new federal regulations make housing rehabilitation more complicated, staff has proposed providing funding for housing reconstruction.

IMPACT ON OPERATIONS

The proposed funding revisions are described below:

<table>
<thead>
<tr>
<th>ENTITY/PROJECT</th>
<th>PROPOSED BUDGET</th>
<th>PROPOSED CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Large Housing Rehabilitation</td>
<td>$200,000</td>
<td>Reallocate HOME funds from At-Large Housing Rehabilitation to At-Large Housing Reconstruction.</td>
</tr>
<tr>
<td>Coppell-Unallocated Reserve</td>
<td>$134,257</td>
<td>Allocate unallocated reserve funds and remaining funds from Coppell parking lot, pavilion and sidewalks to the Coppell Senior Citizen Center Rehabilitation.</td>
</tr>
<tr>
<td>Lancaster Housing Rehabilitation and Housing Reconstruction</td>
<td>$75,000</td>
<td>Reallocate CDBG funds from Lancaster Housing Rehabilitation and Housing Reconstruction projects to the Cedardale Drainage Project.</td>
</tr>
</tbody>
</table>
Cockrell Hill Water Reconstruction Project  $170,000  Reallocate CDBG funds from the Cockrell Hill Water Project to the Cockrell Hill-Higgins Ave Sanitary Sewer Project.

Seagoville Housing Rehabilitation  $68,071  Reallocate HOME funds from Seagoville Housing Rehabilitation to Seagoville Housing Reconstruction.

Staff proposes reallocating some of the funding for the at-large housing rehab program to at-large housing reconstruction because there is a demand for reconstruction and because the new lead paint regulations are now making it very difficult to operate a rehab program (none of the County's contractors have completed or has plans to complete the training and the licensing that is needed on housing rehabilitation contracts awarded after March 15th). However, even with the proposed transfer from at-large housing rehab, there will still be $197,353 available for at-large housing rehabilitation in the event it is possible to continue with this Program.

PROJECT SCHEDULE

HUD regulations require that the County hold a 30-day public comment period on the proposed changes before taking any formal action.

RECOMMENDATION

It is recommended that the proposed CDBG and HOME funding revisions be approved, subject to the successful completion of a 30-day public comment period.

Recommended by:

J. Allen Clemson, Administrator

c:  Ryan Brown, Budget Officer
Virginia Porter, Auditor
CDBG staff
February 26, 2001

TO: Commissioners Court

THROUGH: Ryan Brown, Acting Budget Officer

FROM: Carlo P. Pacot, Budget and Policy Analyst

SUBJECT: Community Supervision and Corrections Department (CSCD) Pre-trial Release Interlock program request for additional staffing

Background

CSCD requests (attachment) to add two positions to the Vehicle Interlock function. Currently, the interlock program has one authorized position (Interlock Technician). The Interlock Technician was part of the Pre-trial Release Bond Forfeiture Unit and under the Community Supervision and Corrections Department’s (CSCD) contract with the County to provide Pre-Trial and Post-Trial Release Services. The Texas Code of Criminal Procedures (Art. 17.441) requires the installation of alcohol interlock device(s) to vehicle(s) of a second time DWI defendant after his/her pre-trial release. A change to the code in September 1999 allowed the County to charge $10 per month supervision fee.

During the FY2001 budget process, the Commissioners Court approved the reduction in the service level of the Pre-Trial Release from two shifts, 20-hours-per-day, 7-days-a-week (20/7) to one shift, 8-hours-per-day, 5-days-a-week (8/5) due to the very low pre-trial bonds volume. The Pre-Trial Release staff was reduced to 5 people from 24 by eliminating the Pre-trial Bond Forfeiture unit in addition to the Bond Unit’s second shift. Prior to the service cutback, the Bond Forfeiture unit staff were available to assist the interlock customers in the absence of the one interlock technician.

The purpose of this briefing is to recommend the appropriate staffing and operational changes to the Interlock program and modify the current contract to reflect the changes.

Operational Impact

With only one person assigned to the Interlock function, normal business hours coverage is not possible (8 hours a day, 5 days a week). Without the Bond Forfeiture unit staff, the Interlock office is close when the technician is out on a break/vacation or any other reason. Also, the technician, under current workload, simply has no time to follow up the “no shows” and violations. The low supervision rate has been an ongoing concern.
In the last 12 months, the interlock technician received an average of 120 court orders for interlock devices per month. An average of 65 cases per month are referred to the interlock companies for interlock installation and an average of 61 per month are confirmed installed. This still means that only 51 percent of the total court orders for interlock installations were complied with. The other 49 percent (705 cases in the last 12 months) are “no shows.”

The numbers indicate that 95 percent of the defendants that showed up and referred to interlock companies had the interlock devices installed to their vehicles. We suspect that many opportunities were missed when a defendant shows up and the office is closed and he/she does not come back. Additionally, an unknown number of cases from suburban jails are not tracked due to lack of manpower.

The purpose of the requested additional staff is to:

1) allow the Interlock Office to remain open 8 hours, on weekdays

2) improve the number of supervised cases (installed interlock) from 51% to near the 100%, and

3) find offenders from suburban jails required to have interlock devices installed. Currently CSCD has no system in place to track defendants from suburban jails that are ordered to have interlock devices installed in their vehicles.

**Performance Measures**

Performance data for the Interlock office is currently part of the Pre-trial release quarterly performance measures. With the additional staff, the number of cases supervised is expected to go up from the current 42% for the first quarter of FY2001. Ideally, it should be near 100%.

**Financial Impact**

The addition of one interlock technician will cost $22,292, including fringe benefits, for the remaining seven months of the fiscal year.

Current revenue from the $10 fee is projected to be at $39,640 for FY2001. With the new position to track down “no shows” and defendants from suburban jails, monthly revenue is expected to increase starting in May for a total of $56,936 for FY2001. The result is additional revenue of $17,296 for the fiscal year.

Using the projected increase in revenue, the net cost for the position is projected at $4,996 for FY2001. Funds are available within budget from the FY2000 contract surplus (contract payment less actual expenses). This surplus was reported by CSCD at the end of the fiscal year to account for the actual expense of the contracted programs versus what the County paid for the contract. The surplus total is $53,148.68 mainly from a
building lease budget that was no longer needed and some salary lag. This amount will be deducted from our FY2001 payments to CSCD for the FY2001 contract.

**Recommendation**

The Office of Budget and Evaluation recommends:

The addition of one (1) interlock technician position in the CSCD Pre-trial Release to improve the percentage of DWI cases being supervised. CSCD’s request for clerical staff should be reviewed during the FY2002 budget process.

OBE will need to modify the FY2001 CSCD contract to reflect the new position and previous changes to the Pre-trial Release program. The briefing to modify the contract will be in the Commissioners Court briefing agenda on March 20, 2001.
January 29, 2001

To: Commissioners Court

From: Roy Williams
Manager, Pre and Post Trial Release

Thru: Ron Goethals
Director, CSCD

Thru: Carlo Pacot
Budget and Policy Analyst

Re: Additional Staff For Interlock Program

With the recent reduction in our Pretrial Release Staff from twenty-four to seven, we no longer can adequately perform the duties, services and responsibilities of the Interlock Technician position.

As you are aware, the Interlock Technician position was one which was not cut in the reduction. The Interlock Technician position was previously assigned to the Pre-Trial Release Bond-Forfeiture Unit for the best overall utilization of staff. However since the Bond Forfeiture Unit was eliminated the office is now occupied by the Interlock Technician alone. Whenever the Technician leaves the office, for any reason, the office is locked and remains locked until the Technician returns.

This procedure is causing numerous complaints from defense attorneys, defendants, families of defendants and public interest groups. Without adequate staff to run the unit, the complaints are getting worse.
Additionally, since the Bond Forfeiture Unit was eliminated, the Interlock Technician workload has increased to the degree that one person can not perform this job. We are currently supervising approximately 43% of those Defendants required by law to have the Interlock device installed. Before the reduction in staff we were supervising approximately 63%-65% of these defendants. At the end of December, 2000, our Interlock Technician had a caseload of 650.

In order to maintain regular office hours, perform the duties, responsibilities and services of the job, we need a minimum of two additional staff; one clerk and one additional technician. Without this increase in staff, we will not be able to perform the job at the level we should and will continue to experience major problems.
March 6, 2001

MISCELLANEOUS

1) THE ARISE! INC. - submits notification to Dallas County of its intent to apply for approval to operate an open-enrollment charter school to be located in Garland, Texas.

TRAVEL REQUESTS

2) HEALTH & HUMAN SERVICES - requests:


   c) William Longoria - 2001 Community Lanning Leadership Summit for HIV - Houston, TX - March 16-18, 2001 at no cost to Dallas County.

   d) David Patlan - Conduct "Introduction to STD Intervention" Course - West Palm Beach, FL - March 18-30, 2001: $2,530 from Grant Fund, STD Prevention Training Center Department, Conference Training Account, FY2001 Budget).


3) **SHERIFF'S OFFICE** - requests:

a) David Mitchell - Texas Commission on Law Enforcement Officer Standards and Education Quarterly Meeting - Austin, TX - March 29-30, 2001 **in County vehicle with gas credit card(s)** and no other cost to Dallas County.

b) Paul Holland, Tim Goodwin and Jerry Wood - Advanced Auto Theft School - Austin, TX - April 22-27, 2001 **at no cost to Dallas County** ($1,848.75 from NTATTF Funds).

c) Greg Porter and five Special Response Team Members - West Virginia Division of Corrections, and the Moundsville Economic Development Council Annual Mock Prison Riot, View and Test Emerging Corrections Technologies in a Riot Training Scenarios - Moundsville, WV - April 28-May 5, 2001 **in County vehicle with gas credit card(s)** and no other cost to Dallas County.

4) **PROBATE COURT #1 (DeSHAZO)** - requests:


### MISCELLANEOUS EQUIPMENT

1) **DEPARTMENT:** 4110  
**ITEMS:**  
1 - Pedestal table  
1 - Bookshelf  
1 - Metal cart (16x16x24)  
1 - Small table  
**ESTIMATED COST:** $0 (Surplus)  
**FUNDING SOURCE:** N/A  
**EXPENDITURE SOURCE:** N/A  
**PROPOSED ACTION:** The 14th Civil District Court is requesting surplus furniture to update and replace current furniture within their offices. Recommended by Office of Budget and Evaluation.

2) **DEPARTMENT:** 4617  
**ITEMS:**  
Fax Machine  
**ESTIMATED COST:** $380  
**FUNDING SOURCE:** Reserves and Contingency, Furniture and Equipment
EXPENDITURE SOURCES: 00120.4617.08610.2001 (General Fund, CCC Magistrate, Special Equipment, FY2001)

PROPOSED ACTION: County Criminal Court Magistrate, Judge Nancy Tolle, requests authorization to purchase one (1) low-volume fax machine. Recommended by Records Management.

3) DEPARTMENTS: 4020
ITEMS:
DISTRICT CLERK
FUNDING SOURCE: General Fund, District Clerk, Computer Hardware
EXPENDITURE SOURCES: 00120.4020.08630.2001 (General Fund, District Clerk, Computer Hardware, FY2001)

PROPOSED ACTION: The District Clerk requests authorization to purchase one (1) network printer for use in the felony collections division. This purchase will be funded from existing resources within the District Clerk’s budget. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUESTS

Juvenile M-0102066 request to relocate the workstation for a Probation Officer from Room A222 to A229B. Installation: $52.50; no monthly service increase. Recommended.

Data Services - requests:
M-0102068 - to exchange phone locations for extensions 7769 an 6341 due to department relocation. Installation: $21.00; no monthly service increase. Recommended.

M-0102025 - to install a data-line in a safer location. Installation: $82.74; no monthly service increase. Recommended.

Auditor - requests:
M-0102071 - to remove telephone junction box from center of floor and re-install lines. Installation: $102.45; no monthly service increase. Recommended.
M-0102070 - to relocate a phone line to a different area in the office. Installation: $39.45; no monthly service increase. Recommended.

Criminal Court # 11 M-0102064 - requests to install a single-line to be used with a fax. Installation: $31.50; no monthly service increase. Recommended.

Dallas Challenge Truancy - requests:
M-0102017 - to move extensions 7601 and 7603 from office #70 to office #73. Installation: $110.00; no monthly service increase. Recommended.

M-0102018 - to relocate extensions 7610 and 7625 from office #76 to office #80. Installation: $52.50; no monthly service increase. Recommended.

M-0102019 - to relocate extension 7605 from office 80 to office #70. Installation: $31.50; no monthly service increase. Recommended.

M-0102020 - to relocate extension 7609 to allow additional room for new employees. Installation: $31.50; no monthly service increase. Recommended.

Criminal Court of Appeals M-0102051 - to relocate extension 5713 from north wall to south wall to improve office efficiency. Installation: $31.50; no monthly service increase. Recommended.

County Clerk M-0102052 - requests to move extension 5748 to new location due to office re-arrangement. Installation: $31.50; no monthly service increase. Recommended.

95th District Court M-0102058 - requests to install a coaxial in Room 335 to connect the network printer. Installation: $71.00; no monthly service increase. Recommended.

Treasurer M-0102046 - requests to install a data-line in Room 303 to connect a network printer. Installation: $42.00; no monthly service increase. Recommended.

District Attorney M-0102043 - requests to replace a single-line with a multi-line to allow better incoming call coverage. Installation: $42.00; no monthly service increase. Recommended.

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