DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

MARCH 13, 2001

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**Next Legislative Briefing - March 16, 2001 @ 9:00 a.m. - Commissioners Courtroom**
March 7, 2001

HAND DELIVERED

Mr. J. Allen Clemson
Court Administrator
Dallas County Commissioners Court
411 Elm Street
Dallas, Texas 75201

Re: North Central Texas Health Facilities Development Corporation - Tri-City Health Centre, Inc. Project, Series 1991; Supplemental Indenture of Trust

Dear Mr. Clemson:

This letter is to provide you with a synopsis of the issue currently before the Board of Directors of the North Central Texas Health Facilities Development Corporation.

As you know, North Central Texas Health Facilities Development Corporation issued bonds to Tri-City Health Centre, Inc. in 1991 in the amount of $17,380,066.44 to discharge the 1989 bonds issued for the purpose of renovation and expansion of the hospital’s facilities. Since 1991, Tri-City filed for Chapter 11 Bankruptcy. On May 19, 1999, the Bankruptcy Court approved Tri-City’s Reorganization Plan. Under the plan, the lowering of the interest rate and extension of the maturity date of the outstanding bonds restructured the Series 1991 bonds. The Internal Revenue Code and the Treasury Regulations issued thereunder required a new TEFRA hearing, and the TEFRA approval by the Commissioners Court prior to the tax “reissuance” of the series 1991 Bonds. Therefore Tri-City was required to go through the application/approval process again even though it was not seeking additional funds.

Since that time, Tri-City has closed its hospital. The June 7, 2000, Bond Buyer Publication reported that Tri-City Health Centre, Inc. decided to close its general acute care hospital located at 7525 Scyene Road, Dallas, Texas when Medicare suspended payments after an
Dallas County Commissioners Court
March 7, 2001
Page 2

audit determined the hospital had been overpaid by several million dollars. Medicare froze all future payments. About 65% of the non-profit hospital's $40 million or so in annual revenue came from Medicare payments for treating the elderly. Tri-City remains in Bankruptcy Court. There has also been litigation with a prior owner.

The item presented to the NCTHFDC Board in its called meeting held on March 5, 2001 was the request from Mr. R. Chix Miller of Sell & Melton as Bond Counsel and Mr. Richard Matthews of Marion Bass Securities, as the owner of more than 51% of the bonds and proxy for 70% of the bondholders, to supplement the 1999 Amended and Restated Indenture of Trust to clarify Section 8.02(a) Remedies on Event of Default. They are not seeking money from the North Central Texas Health Facilities Development Corporation. Under the 1999 Amended and Restated Indenture of Trust, an owner of more than 51% of the bonds can direct the Trustee, the Bank of New York, on how to proceed in the handling of the bonds. Mr. Matthews discussed with and obtained the approval of the Trustee, which is represented by Vinson & Elkins, before coming to the NCTHFDC Board. The officers in attendance on March 5, 2001, included Dr. Pamela Blackwell-Johnson, President, Mrs. Dawn Enoch Moore, Vice President/Treasurer and Mr. Dave F. Vedral, Assistant Secretary. Mr. P. Thomas Blair was absent. One place is currently vacant.

Mr. Miller and Mr. Mathews request this supplementation for clarification purposes. It is their intent to be able to foreclose on the property and accelerate the Notes without accelerating the bonds. It is their plan to foreclose on the existing building, establish another 501(c)(3) corporation to then assume the existing debt, leaving the bonds outstanding and reopening the hospital at its present location.

The supplementation is underlined below:

For purposes of clarification the first paragraph of Section 8.02(a) of the Restated Indenture is hereby restated as follows:

(a) Notwithstanding anything contained in the Restated Indenture to the contrary, the Trustee may, and upon written direction of the owners of not less than 25% in Aggregate Principal Amount of the Bonds then Outstanding shall, declare the principal of all of the Bonds and/or the Notes to be due and payable immediately by a notice in writing to the Issuer and the Hospital (and to the Trustee if given by the Bondholders), and upon such declaration such principal and any accrued interest shall become immediately due and payable; provided
that in the event of such an acceleration of the principal of all of the Notes (as distinguished from the principal of all the Bonds), the principal of all of the Bonds shall remain Outstanding and shall not become due and payable until such time as the Trustee shall accelerate the principal of all of the Bonds Outstanding either pursuant to the terms of this Section 8.02(a) or pursuant to the terms contained in the balance of the Restated Indenture, as supplemented.

A concern at the Board's meeting was whether or not this change in the provisions of the Amended and Restated Indenture of Trust was a supplementation of the document or an amendment. This becomes an issue due to Article IV Covenants of Issuer of the 1999 Amended and Restated Indenture of Trust which states in pertinent part as follows:

Section 4.03. Supplemental Indentures: Recordation of Indenture and Supplemental Indentures. The Issuer will execute and deliver all indentures supplemental hereto, and Bond Counsel will file this Indenture, the Agreement, and all supplements hereto and thereto...

The Board has previously agreed to the execution of supplements, therefore, additional approval by the Commissioners Court is not required. However, substantive amendments would require approval by the Commissioners Court.

Pursuant to the terms of the Section 4.03 of the 1999 Amended and Restated Indenture of Trust, it is the opinion of this firm that the NCTHFDC Board may make the requested changes to the Indenture, as they are supplements as defined by the prior documents. Nevertheless, the NCTHFDC Board believes the Commissioners Court should be fully advised of the request, and welcomes any review or input by the Commissioners Court.

The Board also expressed concern about whether the requirements under Section 10.01 of the 1999 Amended and Restated Indenture of Trust had been met.

Section 10.01. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may, without the consent of, or notice to, the Bondholders, enter into trust indentures or agreements supplemental hereto (which supplemental indentures or agreements shall thereafter form a part hereof) for any one or more of the following purposes: (b) to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent
provision contained in this Indenture, or to make any provisions with respect to matters arising under this Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the owners of the Bonds.

In an effort to facilitate the process, the Board, Mr. Miller, and Mr. Mathews, based upon the recommendation of general counsel, agreed to the following:

1. Mr. Miller and Mr. Matthews will file a Motion with the Federal bankruptcy Judge requesting an Order stating that the “change” in the Amended and Restated Indenture of Trust is a supplementation and present a copy of the Order to the Board prior to final approval of the Resolution.

2. The following language contained in the Supplemental Indenture, will be reworded from “Section 8.02(a) of the Restated Indenture is hereby struck in its entirety and replaced with the following new Section 8.02(a) in its stead:” to read: “For purposes of clarification the first paragraph of Section 8.02(a) of the Restated Indenture is hereby restated as follows:”

3. The following opinion letters will be submitted to the Board:
   a. An opinion letter from Mr. Miller, Bond Counsel, that in his opinion, the “change” in the Amended and Restated Indenture of Trust is a supplementation; and
   b. An opinion letter from Mr. Matthews, owner of over 51% of bonds and representing 70% of the bondholders, that this action will not adversely affect the interests of the owners of the Bonds.

4. A letter from Russell Reid of Vinson & Elkins, attorney for the Bond Trustee, stating that Vinson & Elkins has reviewed and commented on the form of the Supplemental Indenture and that its comments were accepted and has no opposition to the document.

5. The following provision will be added to the Resolution under Section 2. Authorization of Supplemental Indenture of Trust.
(2) Receipt by the Issuer from the Bankruptcy Court having jurisdiction over the disposition of the Project of an order containing a finding that the Supplemental Indenture is "supplemental" to the Restated Indenture within the meaning of 4.03 of the Restated Indenture; and

6. The Board will submit the matter to the Commissioners Court for review.

Copies of the revised resolution, opinion letter from Mr. Miller, opinion letter from Mr. Matthews, and letter from Vinson & Elkins, L.L.P., are attached to this letter for reference. With these reassurances in place, the Board approved the following Resolution by a vote of 3 ayes (Dr. Blackwell-Johnson, Mrs. Dawn Enoch Moore and Mr. Dave F. Vedra) 0 Noes and 0 abstentions:

Subject to approval in Federal Bankruptcy Court with regard to a finding of supplementation, the Board approves the Resolution authorizing the Supplemental Indenture of Trust with respect to the Bonds designated "North Central Texas Health Facilities Development Corporation Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991" and the execution and delivery of certain documents in connection therewith and resolving related matters.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

[Signature]

[Signature]

[Signature]

Enc.
Dallas County Commissioners Court  
March 7, 2001
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cc: VIA FACSIMILE

Board Members of the North Central Texas Health Facilities Development Corp.

Dr. Pamela Blackwell-Johnson, President  
Mrs. Dawn Enoch Moore, Vice President/Treasurer
Mr. Dave F. Vedral, Assistant Secretary  
Mr. P. Thomas Blair, Board Member

cc: HAND DELIVERY

Judge Lee Jackson  
Commissioner Jim Jackson  
Commissioner Mike Cantrell  
Commissioner John Wiley Price  
Commissioner Kenneth A. Mayfield  
Mr. J. Allen Clemson

Dallas County Commissioners Court  
411 Elm Street  
Dallas, Texas 75202

VIA FACSIMILE (770) 518-0419

Mr. Richard Matthews (w/o enc.)  
Marion Bass Securities  
1301 Hightower Trail, Suite 300  
Atlanta, Georgia 30350
Dallas County Commissioners Court  
March 7, 2001  
Page 7

VIA FACSIMILE (478) 745-6426

Mr. R. Chix Miller, Esq. (w/o enc.)  
Charter Medical Building, 14th Floor  
577 Mulberry Street  
Post Office Box 229  
Macon, Georgia 31202-0229

VIA FACSIMILE (214) 999-7824

Mr. Russell L. Reid, Jr., Esq. (w/o enc.)  
Mr. Michael L. Malone, Esq. (w/o enc.)  
Vinson & Elkins L.L.P.  
3700 Trammell Crow Center  
2001 Ross Avenue  
Dallas, Texas 75201-2975
March 7, 2001

North Central Texas Health Facilities Development Corporation
c/o Robert E. Luna, Esq.
4411 North Central Expressway
Dallas, Texas 75201

Re: $17,900,000 North Central Texas Health Facilities Development Corporation
Amended Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project), Series 1991 (the “Amended Bonds”)

Ladies and Gentlemen:

Unless otherwise indicated, the initially capitalized terms contained herein have the same meanings as those attributed to such terms in that certain Amended and Restated Indenture of Trust, dated as of June 15, 1999 (the “Restated Indenture”), between North Central Texas Health Facilities Development Corporation, a nonprofit corporation authorized by the Health Facilities Development Act, Chapter 222, Texas Health and Safety Code, as amended (the “Act”) to issue revenue bonds to accomplish the public purposes of the Act (the “Issuer”) and The Bank of New York, having an office and principal place of business in New York, and existing under the laws of the State of New York, being authorized as Trustee (the “Trustee”) (as successor in trust to The Frost National Bank of San Antonio), as supplemented by that certain Supplemental Indenture, dated as of March 1, 2001 (the “Supplemental Indenture”), between the Issuer and the Trustee.

We drafted the Supplemental Indenture that was approved by Resolution of the Issuer at its meeting on March 5, 2001. It is our opinion that the Supplemental Indenture is
March 7, 2001
Page 2

"supplemental" to the Restated Indenture within the meaning of that term as used in Section 4.03 of the Restated Indenture.

Sincerely,

SELL & MELTON, L.L.P.

R. Chix Miller, Esq.
A Partner

RCM/abr
March 7, 2001

North Central Texas Health Facilities Development Corporation
C/o Robert E. Luna, Esq.
4411 North Central Expressway
Dallas, Texas 75201

Re: $17,900,000 North Central Texas Health Facilities Development Corporation
Amended Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project), Series 1991 (the "Amended Bonds")

Ladies and Gentlemen:

Initially capitalized terms used herein have the same meanings as those attributed to such terms in that certain Amended and Restated Indenture of Trust, dated as of June 15, 1999 (the "Restated Indenture"), between North Central Texas Health Facilities Development Corporation, a nonprofit corporation authorized by the Health Facilities Development Act, Chapter 222, Texas Health and Safety Code, as amended (the "Act") to issue revenue bonds to accomplish the public purposes of the Act (the "Issuer") and The Bank of New York, having an office and principal place of business in New York, and existing under the laws of the State of New York, being authorized as Trustee (the "Trustee") (as successor in trust to The Frost National Bank of San Antonio), as supplemented by that certain Supplemental Indenture, dated as of March 1, 2001 (the "Supplemental Indenture"), between the Issuer and the Trustee.

Pursuant to Section 8.02(a) of the Restated Indenture, the undersigned, as holder (directly or by proxy) of seventy percent (70%) of the above-described Amended Bonds, plans, once the Supplemental Indenture is executed by the Issuer and Trustee, to direct the Trustee (1) to declare the principal of all of the Notes to be due and payable immediately by a notice in writing to the Issuer and the Hospital (defined in the Restated Indenture), and (2) to foreclose upon the Project.
March 7, 2001
Page 2

Pursuant to Section 10.01 of the Restated Indenture, the undersigned, after analysis of the current facts and circumstances surrounding the condition of the Project, certifies to the Issuer its belief that the actions of the Trustee in response to the foregoing expected directions will not adversely affect the interests of the owners of the Amended Bonds.

Sincerely,

MARION BASS SECURITIES CORPORATION

[Signature]
Richard M. Matthews, Sr. Vice President
March 7, 2001

BY FAX - (214) 521-1738

Lorna L. Rankin, Esq.
Law Offices of Robert E. Luna, P.C.
4411 N. Central Expressway
Dallas, Texas 75205

Re: In re Tri-City Health Centre, Inc.
Case No. 98-35770-SAF-7 in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division

Dear Ms. Rankin:

As you are aware, Vinson & Elkins L.L.P. represents The Bank of New York as indenture trustee in connection with the above-referenced proceeding.

Vinson & Elkins has reviewed and commented on the form of the Supplemental Indenture of Trust that has been presented to the North Central Texas Health Facilities Development Corporation. As I indicated in my previous communications to you, Vinson & Elkins' comments were incorporated into Supplemental Indenture of Trust and we have no opposition to the document.

Please let me know if you have any questions in this regard.

Very truly yours,

Russell L. Reid, Jr.

C: Ms. Irene Siegel
R. Chix Miller, Esq.
Michael L. Malone, Esq. [Firm]
CERTIFICATE OF SECRETARY

THE STATE OF TEXAS
COUNTY OF DALLAS
NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION

1. the undersigned Secretary of the Board of Directors of North Central Texas Health Facilities Development Corporation (the “Corporation”), HEREBY CERTIFY as follows:

1. That on the 5th day of March, 2001, the Board of Directors (the “Board”) of the Corporation convened in special session by telephone in compliance with Section 2.2 of the Bylaws of North Central Texas Health Facilities Development Corporation; and the duly constituted members of the Board being as follows:

   Dr. Pamela Blackwell  President
   Ms. Dawn Enoch Moore  Vice President/Treasurer
   Mr. Dave F. Vedral  Assistant Secretary
   Mr. P. Thomas Blair  Board Member

and all of said persons were present at said meeting except P. Thomas Blair, thus constituting a quorum. Among other business considered at said meeting (the “Meeting”), the attached resolution (the “Resolution”) entitled:

A RESOLUTION AUTHORIZING THE SUPPLEMENTAL INDENTURE OF TRUST WITH RESPECT TO THE BONDS DESIGNATED “NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION HOSPITAL REVENUE BONDS (TRI-CITY HEALTH CENTRE, INC. PROJECT) SERIES 1991" AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND RESOLVING RELATED MATTERS

was introduced and submitted to the Board for passage and adoption. After presentation and due consideration of the Resolution, a motion was made and seconded that the Resolution be finally passed and adopted. The motion was carried by the following vote.

3 voted “For”  0 voted “Against”  0 abstained

2. That the attached Resolution is a true and correct copy of the original on file in the official records of the Corporation; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above; according to the records of my office, each member of the Board of Directors was given notice of the time, place, and purpose of the Meeting, had actual
notice that the Resolution would be considered, and each of the members consented to the holding of the Meeting for such purpose.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Corporation, this the ___ day of March, 2001.

Authorized Signatory
North Central Texas Health Facilities
Development Corporation

(SEAL)
A RESOLUTION AUTHORIZING THE SUPPLEMENTAL INDENTURE OF TRUST WITH RESPECT TO THE BONDS DESIGNATED "NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION HOSPITAL REVENUE BONDS (TRI-CITY HEALTH CENTRE, INC. PROJECT) SERIES 1991" AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THERewith AND RESOLVING RELATED MATTERS

WHEREAS, this nonprofit corporation (the "Issuer") is authorized by the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code, as amended (the "Act") to issue revenue bonds to accomplish the public purposes of the Act; and

WHEREAS, upon the request of Tri-City Health Centre, Inc., a Texas nonprofit corporation (the "Borrower"), the Issuer issued a series of revenue bonds designated North Central Texas Health Facilities Development Corporation Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991" (the "Bonds") pursuant to the Act to finance certain health facilities (the "Project"); and

WHEREAS, the Issuer and The Bank of New York, having an office and principal place of business in New York, and existing under the laws of the State of New York, being authorized as trustee (the "Trustee") (as successor in trust to The Frost National Bank of San Antonio) to accept and execute trusts by virtue of the laws of the United States of America of the character set out in that certain Indenture of Trust, dated as of June 15, 1991 (the "Original Indenture") pursuant to the terms of which the Bonds were issued, have subsequently entered into that certain Amended and Restated Indenture of Trust, dated as of June 15, 1999 (the "Restated Indenture"); and

WHEREAS, the initially capitalized terms contained herein shall have the meanings attributed thereto in the Restated Indenture; and

WHEREAS, pursuant to Section 10.01 of the Restated Indenture, the Issuer and the Trustee may, without the consent of, or notice to, the Bondholders, enter into such indentures or agreements supplemental thereto (which supplemental indentures or agreements shall thereafter form a part of the Restated Indenture) to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in the Restated Indenture, or to make any provisions with respect to matters arising under the Restated Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the owners of the Bonds; and

WHEREAS, pursuant to Section 10.02 of the Restated Indenture, exclusive of supplemental indentures covered by Section 10.01 and those prohibited by Section 10.02(a) - 10.02(d) of the Restated Indenture, the owners of not less than fifty-one percent (51%) in Aggregate Principal Amount of the Bonds then Outstanding affected thereby, shall have the right, from time to time, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental thereto as shall be deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in the Restated Indenture; and

WHEREAS, the Issuer and the Trustee desire to enter into that certain Supplemental Indenture of Trust, dated as of March 1, 2001, or such later date as shall be approved by the President or Vice President of the Issuer (the "Supplemental Indenture"); and

WHEREAS, the holders of not less than fifty-one percent (51%) in Aggregate Principal Amount of the Bonds Outstanding affected by such Supplemental Indenture have consented thereto; and
WHEREAS, the Board of Directors (the "Board") of the Issuer deems it appropriate to grant such request to enter into the Supplemental Indenture; and

WHEREAS, the members of the Board have been given notice in accordance with the Issuer's bylaws (or have waived such notice) of the meeting at which this Resolution has been considered;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION:

SECTION 1. Preamble.

The statements and findings in the preamble of this Resolution are hereby adopted and made a part of this Resolution.


(a) The Issuer hereby approves and authorizes the execution and delivery by the Issuer of the Supplemental Indenture, substantially in the form presented at the meeting of the Issuer on March 26, 2001, and the execution and delivery by the Issuer of such other documents and the taking of such other action as is appropriate to effect the implementation of said Supplemental Indenture; provided that the adoption of this Resolution is subject to satisfaction of the following conditions:

1. Receipt by the Issuer of the consent to the Supplemental Indenture of the holders of not less than fifty-one percent (51%) in Aggregate Principal Amount of the Bonds Outstanding affected by the Supplemental Indenture delivered to the Issuer;

2. Receipt by the Issuer from the Bankruptcy Court having jurisdiction over the disposition of the Project of an order containing a finding that the Supplemental Indenture is "supplemental" to the Restated Indenture within the meaning of Section 4.03 of the Restated Indenture; and

3. Payment by the Borrower or holders of the Bonds of expenses incurred by the Issuer, including reasonable attorneys' fees and expenses, in connection with the Issuer's approval and execution of the Supplemental Indenture.

(b) A copy of this Resolution and of the Supplemental Indenture shall be filed with the permanent records of the Issuer.

SECTION 3. Authorized Officers.

The officers of the Board (each as an authorized officer) are each hereby authorized, on the Issuer's behalf, to do all things necessary or convenient to carry out the terms and purposes of this Resolution, including (without limitation) the execution and delivery of the document(s) authorized to be executed and delivered hereby.

SECTION 4. Time of Taking Effect.

This Resolution shall take effect immediately upon its adoption.
SUPPLEMENTAL INDENTURE OF TRUST

between

NORTH CENTRAL TEXAS HEALTH FACILITIES
DEVELOPMENT CORPORATION

and

THE BANK OF NEW YORK
as Trustee

pertaining to

North Central Texas Health Facilities Development Corporation
Hospital Revenue Bonds
(Tri-City Health Center, Inc. Project), Series 1991

Dated as of March 1, 2001
SUPPLEMENTAL
INDENTURE OF TRUST

THIS SUPPLEMENTAL INDENTURE OF TRUST dated as of March 1, 2001 (the "Supplemental Indenture"), between NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION, a nonstock nonprofit health facilities development corporation duly organized and existing under the laws of the State of Texas (the "Issuer"), and THE BANK OF NEW YORK, having an office and principal place of business in New York, and existing under the laws of the State of New York, as Trustee, being authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, supplements that certain Amended and Restated Indenture of Trust dated as of June 15, 1999 (the "Restated Indenture"), which amended and restated that certain Indenture of Trust dated as of June 15, 1991 (the "Original Indenture"), between the Issuer and the Trustee (as successor in trust to The Frost National Bank of San Antonio).

WITNESSETH:

WHEREAS, the Issuer was created pursuant to the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code, as amended, hereinafter defined as the "Act;" and

WHEREAS, the Issuer is authorized by the Act to sell and deliver its bonds for the purpose of financing or refinancing the cost of a health facility, as defined in the Act; and

WHEREAS, the Issuer is further authorized by the Act to make a loan of the proceeds of its bonds in the amount of all or part of the cost of the health facility or health facilities for which such bonds have been authorized and, at the option of the Issuer, for the deposit to a reserve fund or reserve funds for the bonds; and

WHEREAS, the Issuer has previously issued its Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991 (the "Original Bonds") pursuant to the Original Indenture; and

WHEREAS, the Issuer loaned the proceeds of the Original Bonds to Tri-City Health Centre, Inc. (the "Hospital") pursuant to a Loan Agreement dated as of June 15, 1991 (the "Original Agreement"), between the Issuer and the Hospital; and

WHEREAS, pursuant to a Debtor's First Amended Plan of Reorganization that was confirmed by an Order Confirming Plan entered by the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, the Original Indenture and the Original Bonds were amended and restated as set forth in the Restated Indenture, and such amended and restated Original Bonds were designated as the "North Central Texas Health Facilities Development Corporation Amended Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991" (the "Amended Bonds"); and
WHEREAS, the Issuer and the Trustee desire to supplement the Restated Indenture pursuant to the provisions of Sections 10.01 and 10.02 thereof; and

WHEREAS, the initially capitalized terms contained in this Supplemental Indenture shall have the meanings attributed thereto in the Restated Indenture; and

WHEREAS, the owners of 51% in Aggregate Principal Amount of the Bonds Outstanding have, pursuant to the provisions of Section 10.02 of the Restated Indenture, consented to and approved the execution of this Supplemental Indenture by the Issuer and the Trustee; and

WHEREAS, the execution and delivery of this Supplemental Indenture, pursuant to the provisions of the Act, have been in all respects duly and validly authorized by a resolution duly adopted and approved by the Board of Directors of the Issuer; and

WHEREAS, the Issuer has authorized the execution and delivery of this Supplemental Indenture; and

NOW, THEREFORE, the Issuer and the Trustee hereby mutually agree as follows:

SECTION 1. Remedies on Event of Default.

(a) Notwithstanding anything contained in the Restated Indenture to the contrary, the Trustee may, and upon written direction of the owners of not less than 25% in Aggregate Principal Amount of the Bonds then Outstanding shall, declare the principal of all of the Bonds and/or the Notes to be due and payable immediately by a notice in writing to the Issuer and the Hospital (and to the Trustee if given by the Bondholders), and upon such declaration such principal and any accrued interest shall become immediately due and payable; provided that in the event of such an acceleration of the principal of all of the Notes (as distinguished from the principal of all of the Bonds), the principal of all of the Bonds shall remain Outstanding and shall not become due and payable until such time as the Trustee shall accelerate the principal of all of the Bonds Outstanding either pursuant to the terms of this Section 8.02(a) or pursuant to the terms contained in the balance of the Restated Indenture, as supplemented.

SECTION 2. Effective Date.

This Supplemental Indenture shall take effect on the Effective Date.
IN WITNESS WHEREOF, the North Central Texas Health Facilities Development Corporation has caused this Supplemental Indenture to be executed on its behalf by an authorized signatory and its corporate seal to be hereunto affixed and attested by an authorized signatory, and the Bank of New York has caused this Supplemental Indenture to be executed on its behalf by its duly authorized officer to evidence its acceptance of the trusts hereby created, all as of the date first above written.

NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION

By: ________________________________
   Authorized Signatory

(SEAL)

Attest:

_______________________________
Authorized Signatory

THE BANK OF NEW YORK, as Trustee

By: ________________________________
   Authorized Officer

Page 3
TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
Health and Human Services Department
DATE: March 13, 2001
SUBJECT: DCHHS HOUSING AGENCY FIVE-YEAR PUBLIC HOUSING PLAN

BACKGROUND

Dallas County Department of Health and Human Services Housing Agency (DCHHS Housing Agency) is required by the U.S. Department of Housing and Urban Development (HUD), per Section 511 of the Quality Housing and Work Responsibility Act of 1998, to submit a five-year public housing agency plan for FY2000 - 2004 and an annual plan for FY2000.

DCHHS has prepared this Annual PHA Plan in compliance with Section 511 and ensuing HUD requirements. The annual plan provides information about the agency's immediate operations, program participants, programs and services, and the agency's strategy for addressing operational concerns, clients' concerns and needs.

A public notice will be published in the Dallas Morning News stating that the DCHHS five-year public housing plan for FY2000 - 2004 and the annual plan for FY2000 are available for inspection by the public March 14 - 20, 2001, Monday through Friday, 8:00 a.m. to 5:00 p.m. at the Dallas County Health and Human Services Building, 2377 N. Stemmons Frwy., Suite 700, Dallas, Texas 75207.

IMPACT ON OPERATIONS

There is no impact on operations.

LEGAL CONSIDERATIONS

The County Judge is required to sign the plan after approval by the Commissioners Court.

2377 Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-1870
Suite 600 LB-12 FAX (214) 819-2835
FINANCIAL IMPACT

There is no financial impact to Dallas County.

RECOMMENDATION

It is recommended that the Commissioners Court does hereby approve the Dallas County Department of Health and Human Services Housing Agency submission of the five-year public housing plan to HUD.

Recommended by: Betty Culbreath-Lister, Director

cc: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
    Ryan Brown, Acting Budget Officer
TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director
Health and Human Services Department

DATE: March 13, 2001

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN HOME LOAN COUNSELING CENTER AND ENTERPRISE FOUNDATION

BACKGROUND

The Dallas County Home Loan Counseling Center ("HLCC") has established a cooperative partnership with the Enterprise Foundation. Enterprise is the administrator for the City of Dallas' Mortgage Assistance Program ("MAP"), and we have once again been asked to enter into a Memorandum of Understanding ("MOU") with Enterprise to provide home buyer education and counseling for first-time home buyers, who will utilize the City's MAP. MAP provides down payment, closing costs, and required home repair grants to first-time home purchasers in the City of Dallas. FY98, FY99, and FY00 MOU's between Enterprise and the HLCC were approved by Commissioners Court.

OPERATIONAL IMPACT

Historically, the HLCC has provided home buyer education and counseling retroactive to written agreements for Enterprise, as not to delay public access to the programs. The effective date of this new contract is January 1, 2001. At the present time the HLCC program operations are at a manageable level with in-place staff.

LEGAL IMPACT

This Memorandum of Understanding is to be signed by the County Judge, with both copies being sent to the Enterprise Foundation who will return one copy to the HLCC to keep on file. The District Attorney's Office, Civil Section, has reviewed and modified the contract content, and the contract has been approved as to form.

FISCAL IMPACT

In this FY2001 Memorandum of Understanding, the Enterprise Foundation will pay the HLCC a per family fee of fifty dollars ($50) for each family who successfully completes the HLCC curriculum and purchases a home utilizing the City's MAP. In FY98, FY99, and FY00 Enterprise Foundation/HLCC contracts have generated a total of $21,030 in income for Dallas County. As with all fees generated income received by the HLCC, the monies are forwarded to and deposited by the County's CDBG department to be utilized for CDBG eligible activities.

2377 North Stemmons Freeway, Suite 724
Dallas, Texas 75207-2710

Office 214-819-6060
FAX 214-819-6069
RECOMMENDATION

It is recommended that the Commissioners Court does hereby approve the Memorandum of Understanding between Enterprise and the HLCC, and authorizes the County Judge to sign the Memorandum of Understanding on behalf of Dallas County.

Recommended by: Betty Culbreath-Lister, Director

Cc: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Acting Budget Officer
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ENTERPRISE FOUNDATION
AND THE DALLAS COUNTY HOME LOAN COUNSELING CENTER

This Memorandum of Understanding ("Memorandum") is entered into with an effective date of January 1, 2001, between The Enterprise Foundation ("Enterprise") whose Dallas office is located at 100 N. Central Expressway, Suite 1299, Dallas, Texas 75201 and the Dallas County Home Loan Counseling Center ("HLCC") whose address is 2377 N. Stemmons Freeway, Suite 724, Dallas, Texas 75207-2710.

RECITALS

1. The general purpose of this Memorandum is to continue the relationship between Enterprise and HLCC in the delivery of Homebuyer Education and Counseling in connection with the administration by Enterprise of the City of Dallas Mortgage Assistance Program ("MAP"). The key elements of the program are:
   - MAP which provides down-payment subsidy financing, closing costs assistance and Housing Quality Standards ("HQS") repair grants to first-time homebuyers in the City of Dallas.
   - Eligibility is based on income adjusted for family size. Families and/or individuals at or below 80% of the local area median income can qualify to receive this assistance.
   - Homebuyers must attend and complete a homebuyer education counseling course as part of the eligibility process.
   - Housing selected by these first-time homebuyers must pass a HQS inspection before the house can be purchased with this subsidy.

2. This Memorandum will assist Enterprise in gathering the data necessary to demonstrate the costs and benefits of homebuyer education and counseling in business terms i.e., the impact on increasing the pool of qualified borrowers while decreasing post purchase delinquency rates.

3. Two ancillary and supportive objectives of this Memorandum is to demonstrate methods by which homebuyer education and counseling services can be financed and to provide a central clearinghouse within the City for materials and information on the best practices in the homebuyer education industry.
To achieve the goals and objectives set forth above, Enterprise and HLCC agree as follows:

1. Enterprise will pay to HLCC fifty dollars ($50.00) for each individual or family that receives homebuyer education in the HLCC program provided that the individual or family utilizes the MAP subsidy in the purchase of his home.

2. HLCC will provide a certification document to each such homebuyer indicating that he or she has successfully completed a HLCC homebuyer education course.

3. HLCC shall submit to Enterprise the name, address, telephone number and a copy of the certification document for each homebuyer for which it claims reimbursement of the above mentioned fifty dollars ($50.00).

4. HLCC will provide periodic post purchase counseling as may be needed to homebuyers who successfully complete its program and purchase a home with the MAP subsidy as requested by said homebuyer.

THEREFORE WE THE UNDERSIGNED AGREE to the terms and conditions as set forth in this Memorandum of Understanding as of the date first above written.

EXECUTED THIS _______day of ________________, 2001.

DALLAS COUNTY HOME LOAN COUNSELING CENTER

BY: ___________________________  THE ENTERPRISE FOUNDATION
     Lee F. Jackson
     County Judge

BY: ___________________________
    Lorenzo S. Littles
    Dallas Director

APPROVED AS TO FORM:

BY: ___________________________
    John A. Dahill,
    Assistant District Attorney
    Advisory Chief, Civil Section

Recommended by: ___________________________
    Betty Culbreath-Lister, Director
TO: THE HONORABLE COMMISSIONERS COURT
FROM: BETTY J. CULBREATH-LISTER, DIRECTOR
HEALTH AND HUMAN SERVICES
DATE: MARCH 7, 2001
SUBJECT: APPROVAL OF CONTRACT AWARDS FOR FY 2001-2002 RYAN WHITE TITLE I FUNDS

Background of Issue

The Dallas County Judge is the grantee and legal recipient of Ryan White Title I funds, and Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title I funds for the Dallas Eligible Metropolitan Area (EMA). In accordance with the provisions of Title I of the Ryan White C.A.R.E. Act, the grantee appoints members to serve on the Dallas EMA Ryan White Planning Council (herein after RWPC). The RWPC is charged with the responsibility of establishing priorities for the allocation of Title I funds and determining the categorical allocation of funds by service category.

On July 24, 2000, the service category awards were established by the RWPC. The Administrative Agency issued a competitive Request for Proposals (RFP) to determine the specific contract award recommendations for FY 2001-2002 Ryan White Title I funds. On October 9, 2000, the Administrative Agency made RFPs available to all interested parties. A proposal submission deadline was 2:00 p.m. on November 20, 2000. The proposals were reviewed and scored by an External Review Committee, which was comprised of individuals demographically reflective of the Dallas EMA’s HIV/AIDS cases.

Under provisions of the Ryan White C.A.R.E. Act Amendments of 1996, the Administrative Agency’s External Review Committee reviews and evaluates requests for funding by service providers. The Administrative Agency reviews the initial recommendations from the External Review Committee and makes final recommendations for the award of contracts to Commissioners Court.

Fiscal Impact

Under provisions of the Ryan White C.A.R.E. Act, the Administrative Agency will receive up to five percent (or $553,852.00) of the $12,098,406.00 total award for administration, including staff salaries, benefits, equipment, and supplies. The Ryan White C.A.R.E. Act allows for reasonable and necessary funds to be allocated for the RWPC. The Administrative Agency budget for $553,852.00, the RWPC support budget for $193,000.00, the State AIDS Drug Assistance Program (ADAP) budget for $50,000.00, and program support budget for $329,000.00 will be submitted under separate briefing and court order.

The remainder of FY 2001-2002 Ryan White C.A.R.E. Act Title I award of $10,972,554.00 includes the FY 2001-2002 Ryan White C.A.R.E. Act Title I Congressional Black Caucus supplemental award of $608,643.00, obligated funds in the amount of $9,360,738.00, and unobligated funds in the amount of $1,003,173.00. The Administrative Agency is recommending for approval funds in the amount of $5,558,072.00, from the obligated funds as outlined in (Attachment A) under this briefing and court order.
Budgets and contracts for the remainder of the obligated funds in the amount of $3,802,666.00, unobligated FY 2001-2002 Ryan White C.A.R.E. Act Title I funds in the amount of $1,003,173.00, and unobligated FY 2001-2002 Ryan White C.A.R.E. Act Title I Congressional Black Caucus funds in the amount of $608,643.00 will be submitted under separate court order upon categorical allocation of these funds and determination of sub recipient(s).

**Operational Impact**

Administrative Agency staff will coordinate and monitor the programmatic and fiscal accountability of the subcontractors in accordance with the responsibilities assigned by Commissioners Court. The programmatic and fiscal contract compliance will be reviewed by Administrative Agency staff who are specifically assigned the responsibility of conducting compliance audits of the HIV services sub-grantees. The administrative award from this grant provides the funds for these positions through the Administrative Agency’s budget.

**Legal Impact**

The Dallas County Commissioners Court must approve the award of contracts, and authorize the County Judge to sign the contracts on behalf of Dallas County.

**Recommendation**

It is recommended that the Dallas County Commissioners Court approve the award of contracts totaling $5,558,072.00 (as reflected on Attachment A) and authorize the County Judge to sign the contracts on behalf of Dallas County.

**RECOMMENDED BY:**

Betty J. Culbreath-Lister, Director, Health and Human Services

**C:** J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
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<td>Interp. Services</td>
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### FY 2001-2002 Title I AWARD
#### ATTACHMENT A

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<td>State ADAP</td>
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<td>Program Support</td>
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<td>CBC Initiative</td>
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MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
DATE: March 13, 2001

SUBJECT: RENEWAL AGREEMENT WITH THE RESOURCE CENTER OF DALLAS

BACKGROUND OF ISSUE

The Resource Center of Dallas (formerly Nelson Tebedo Community Health Center), has expressed a desire to renew the agreement with Dallas County Health and Human Services ("DCHHS") for the provision of health service delivery to persons with STD/HIV. Patients who are unable to receive treatment at DCHHS due to the increase in patient numbers and limited evening appointment and walk-in slots will be referred to the Resource Center of Dallas. The Resource Center of Dallas will provide treatment for sexually transmitted diseases, HIV counseling/testing, and early intervention service as appropriate. The Agreement has been attached for your review. All testing material and medications are provided by the State to DCHHS, and will be supplied to the Resource Center of Dallas for one (1) year and/or as long as the Class D Pharmacy license is current. The Resource Center of Dallas will maintain a full and complete inventory of all supplies transferred to the Resource Center of Dallas from DCHHS. The Resource Center of Dallas is responsible for pick up and delivery of all supplies from DCHHS, 2377 N. Stemmons Freeway. The Resource Center of Dallas is also responsible for delivery of all specimens and pick-up of all laboratory results.

IMPACT ON OPERATIONS

The Agreement with the Resource Center of Dallas shall have no impact on operations.

LEGAL CONSIDERATIONS

The County Judge is required to sign the Agreement after approval by the Commissioners Court. The District Attorney's Office, Civil Section, has reviewed and modified the Agreement content, and the Agreement has been approved as to form.
FINANCIAL CONSIDERATIONS

There is no cost to the County for providing these services.

PROJECT SCHEDULE

This Agreement shall be effective by both parties for the period of April 1, 2001, through December 31, 2001.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the Renewal Agreement for the provision of health service delivery to persons with STD/HIV by the Resource Center of Dallas, and authorizes the County Judge to sign the Renewal Agreement on behalf of Dallas County.

Recommended by: Betty Culbreath-Lister, Director

c: J. Allen Clemson, Court Administrator
  Virginia Porter, County Auditor
  Ryan Brown, Acting Budget Officer
STATE OF TEXAS
COUNTY OF DALLAS

AGREEMENT BETWEEN RESOURCE CENTER OF DALLAS AND DALLAS COUNTY HEALTH AND HUMAN SERVICES

I. CONTRACTING PARTIES

This Agreement is made by and between the Resource Center of Dallas (hereinafter referred to as "CENTER") and Dallas County on behalf of the Dallas County Health and Human Services Department (hereinafter referred to as "DCHHS").

II. CONTRACT TERM

The term of this Agreement shall be April 1, 2001, through December 31, 2001 unless earlier terminated in accordance with the provisions of Article X. Additionally, this Agreement shall automatically and immediately terminate if for any reason the Texas Department of Health fails to provide the testing materials and medications to DCHHS. In this event, DCHHS shall have no obligation to furnish the testing materials and/or medications to Center.

III. CONTRACT AMOUNT

There is no cost to DCHHS in that all reagents under this Agreement are being provided by the Texas Department of Health.

IV. CENTER'S RESPONSIBILITIES

Center shall provide the following primary HIV health care services for DCHHS at no cost:

(i) appropriate medical evaluation and clinical care;

(ii) CD4 cell monitoring;

(iii) antiretroviral therapy;

(iv) treatment of STDs;

(v) prophylaxis and treatment of opportunistic infections, other AIDS-defining conditions, and appropriate referrals.
DCHHS' RESPONSIBILITIES

It is the desire of Center and DCHHS to provide health service delivery to persons with STDs/HIV. DCHHS' Laboratory Division agrees to provide the following services to the Center:

(i) Syphilis Serology at no charge;

(ii) Gen-Probe testing for Neisseria gonorrhoeae and Chlamydia trachomatis at no charge until the number of specimens exceeds 200 per month, at which time Center will purchase the reagents necessary to continue testing. (This will be monitored by the laboratory and information will be provided to the Center when the specimens have reached the maximum agreed upon limit.);

(iii) Cultures for Neisseria gonorrhoeae at no charge;

(iv) HIV-1 Serology at $5.00 per specimen, which will include confirmation test; and

(v) All antibiotics supplied by the Texas Department of Health for the purpose of treating STDs and HIV will be furnished to the Center at no charge.

VI.

PURPOSE AND OBJECTIVE

To assure continuity in the delivery of services to persons with STDs/HIV, to serve clients in the southern sector of Dallas and to treat patients which cannot be seen at the Stemmons clinic due to the increase in patient numbers and limited appointment/walk-in slots, the parties agree as follow:

(i) DCHHS shall refer individuals to Center for the treatment of STDs, HIV counseling/testing and early intervention service as appropriate;

(ii) DCHHS shall provide to Center those medications supplied by the Texas Department of Health for the purpose of treating STDs. Center will report all STDs to DCHHS' STD information system.

(iii) DCHHS shall provide Center with educational information necessary in the education, treatment and diagnosis of HIV-disease and STDs.
CONFIDENTIALITY

The Center shall ensure that the confidentiality of all reports, information, client records, and data prepared, collected or assembled by the Center pursuant to this Agreement shall be maintained in strict accordance with all applicable federal and state laws, rules and regulations. Any disclosure of confidential patient information by the Center shall also be in strict accordance with all applicable federal and state laws, rules and regulations. The Center shall further ensure that all of its employees understand and abide by the confidentiality requirements regarding HIV/AIDS-related medical information.

VIII.

CLASS D PHARMACY LICENSE

All testing materials and medications supplied by the Texas Department of Health to DCHHS under this Agreement shall be furnished to Center as long as the Center maintains a current Class D Pharmacy License.

IX.

CLIENT RECORDS

The Center shall not transfer an identifiable client record, including a patient record, to another entity or person without the written consent from the client or patient, or someone authorized to act on his/her behalf.

X.

TERMINATION

In addition to the termination rights set forth in Article II, either of the parties shall have the right in each party’s sole discretion and at its sole option to terminate this Agreement by giving to the other party thirty (30) days written notice of its intention to terminate.

XI.

NOTICE

Any notice required or permitted under this Agreement shall be given by certified mail postage prepaid, return receipt requested, addressed as follows:
TO DCHHS:

Director of Health and Human Services
Department of Health and Human Services
2377 N. Stemmons Freeway
Suite 600 - LB 12
Dallas, Texas 75207-2710

TO CENTER:

Jamie Schield
Co Executive Director of Programs and Services
Resource Center of Dallas
4012 Cedar Springs Road
Dallas, Texas 75219

XII.

AMENDMENT

This Agreement may be modified or amended only by mutual agreement of the parties if it is in writing and signed by both parties to this Agreement.

XIII.

APPLICABLE LAW

This Agreement is expressly made subject to Dallas County’s Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State of Texas and Federal Laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XIV.

SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

XV.

INDEMNIFICATION

Center agrees that it will protect, defend, indemnify, save whole and harmless DCHHS and all of its officers, directors, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorneys’ fees, of or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or 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 Center or any agents, servants, employees or contractors of Center in the execution or performance of this Agreement.
Center further agrees to protect, indemnify and hold DCHHS harmless against any and all claims and against any and all losses, costs, damages, judgments or expenses, including attorneys’ fees, arising out of the breach of any of the requirements and provisions of this Agreement or any failure of Center, its agents, servants, employees, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof. For all claims arising in connection herewith, it is the intent of the parties hereto that all indemnity obligations be without limit and without regard to cause or the causes hereof or the negligence of any party or parties whether such negligence be sole, joint or concurrent.

This paragraph shall survive termination of this Agreement.

XVI.

INSURANCE

In addition to the Indemnification Provisions set forth in Article XV above, DCHHS requires that the following coverage be met and kept in effect for the life of this Agreement and Center agrees to furnish and maintain, at Center’s sole cost and expense, the insurance listed herein from an insurance company acceptable to DCHHS and authorized to do business in the State of Texas:

(i) Workers’ Compensation Insurance for all of its employees meeting the acceptable requirements in accordance with Texas State Law;

(ii) General Liability and Automobile Insurance as follows:

$100,000.00 each person;
$300,000.00 each single occurrence for bodily injury or death; and
$100,000.00 each single occurrence for injury or destruction of property.

(iii) Professional Liability Insurance in the amount of $250,000.00.

(iv) Contractual Liability Insurance in the amount of $250,000.00.

Name DCHHS and its directors, officers, employees and selected representatives as additional named insureds as to all applicable coverage.

XVII.

ASSIGNMENT

Neither party shall assign or transfer, in whole or in part, any rights or obligations under or interest in this Agreement.
42

WAIVER

No waiver of any provision of this Agreement shall be of any force or effect unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Agreement and is signed by the party to be bound thereby. Either party’s waiver of any breach or failure to enforce any of the provisions of the Agreement, at any time, shall not in any way limit or waive that party’s right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

XIX.

INDEPENDENT CONTRACTOR

In performing services under this Agreement, Center is an independent contractor, and execution of this Agreement shall not change the independent status of Center. No term or provision of this Agreement or act of Center shall be construed as making Center the agent, servant, or employee of DCHHS.

XX.

INVENTORY

Center shall maintain a full and complete monthly inventory of all supplies transferred from DCHHS to Center in the following manner: (i) Center shall log the type (i.e., name, description) of medications and supplies furnished to Center under this Agreement; (ii) Center shall log the exact quantity of medications and supplies originally furnished to Center; (iii) Center shall log the specific dates the medications and supplies were furnished; (iv) Center shall log the amount of medications and supplies utilized in treatment and their relevant dates; and (v) Center shall log the types and quantities of medications and supplies that were remain at the end of the month.

XXI.

DELIVERIES

Center shall be solely responsible for all pick ups and deliveries of supplies from DCHHS located at 2377 Stemmons Freeway, Dallas, Texas 75207.

XXII.

RECORDS/AUDIT

Center shall keep, retain, and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of four (4) years following the termination of this Agreement, with full access allowed to authorized representatives of DCHHS upon request for
purposes of evaluating compliance with the provisions of this Agreement. Should the Director of DCHHS determine it reasonably necessary, Center shall make all of its records and books related to this Agreement available to DCHHS for inspection and auditing purposes.

**XXIII.**

**ADMINISTERING MEDICATION**

All medications and testing materials received under this Agreement shall be stored, handled and kept in accordance with Texas State Law. Further, all medications and testing furnished under this Agreement shall be administered by Center in accordance with Texas State Law and by duly authorized and licensed personnel. Finally, all used paraphernalia and kits/material shall be properly disposed of in compliance with Texas State Law.

**XXIV.**

**FORMAL COURT APPROVAL**

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.

By their signatures below, the duly authorized representatives of DCHHS and Center accept the terms of this Agreement in full.

**EXECUTED THIS THE ____ day of ________________, 2001.**

**COUNTY OF DALLAS:**

**CENTER:**

BY: Lee F. Jackson  
County Judge

BY: Jamie Schield  
Co Executive Director of Programs & Services

APPROVED AS TO FORM:

BY: John B. Dahill  
Chief, Civil Section

RECOMMENDED BY:

BY: Betty Culbreath-Lister  
Director, DCHHS
DATE: March 7, 2001 (for Briefing March 13, 2001)

TO: Dallas County Commissioners Court

FROM: Kimberly Key Gilles for Bill Hill District Attorney

RE: Family Violence Supplemental Grant Application

Background
In November 2000 the Commissioners Court approved the District Attorney’s Office Collaborative Domestic Violence Project applications for three state funded grants to replace the federal grant which previously funded the Dallas County Family Violence Project that has been in operation since 1997. The purpose of this briefing is to advise the court of the status of those requests and to seek approval to file one additional grant application.

Operational Impact
Dallas County applications to the State sponsored Victims of Crime Act (VOCA) and Violence Against Women Act (VAWA) programs received high scores from the NCTCOG and will be forwarded to the Governor’s office with a recommendation for funding. Applications for Fund 421 will be ranked March 16, 2001. Since these three applications were approved by the Court, the federal government has decided to allow those programs previously funded under the federal “Policies to Encourage Arrest Program” to apply for a continuation grant in a reduced amount. The Court will recall that Dallas County had been informed that this funding was at an end. The deadline for this grant application is March 28, 2001. Since we will not know the NCTCOG ranking for the Fund 421 application prior to the required time frame for briefing, court ordering and filing the federal application, it is deemed prudent to submit this briefing and application for continued federal funding.

Financial Impact
The continuation grant requires no match. There is no financial impact in making this application. If the state Fund 421 application and the federal “Policies to Encourage Arrest and Enforcement of Protective Order Program” applications are both approved, one will be withdrawn.

Legal Impact
All documents pertaining to the filing of the grant application and any inter-local agreements or contracts must be signed by the District Attorney as project director and by the County Judge on behalf of the County.

Recommendation
The District Attorney’s Office recommends that the Commissioners Court approve the application of the continuation grant to the U. S. Department of Justice, and recommends that the County Judge be authorized to sign all related documents.
### Application for Federal Assistance

**Date Received by State:**

**Date Received by Federal Agency:**

#### Applicant Information

- **Legal Name:** DALLAS COUNTY
- **Address:** 1111 N INDUSTRIAL BLVD., LB19
  DALLAS, TEXAS 75207

#### Employer Identification (EIN)

- **75-600905**

#### Type of Application

- New
- Continuation
- Revision

#### Catalog of Federal Domestic Assistance Number

**16-590**

**Title:** Grants to encourage arrest policies and enforcement of Protective Order Program

**Beneficiary:** DALLAS COUNTY

#### Proposed Project

- **Start Date:** 9/1/01
- **Ending Date:** 8/31/02

#### Estimated Funding

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<thead>
<tr>
<th>Type</th>
<th>Amount</th>
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<tbody>
<tr>
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</tr>
<tr>
<td>Applicant</td>
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<tr>
<td>State</td>
<td>$0</td>
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<tr>
<td>Local</td>
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<td>Program Income</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>$323,876</td>
</tr>
</tbody>
</table>

#### Congressional Districts

- **Applicant:** DALLAS COUNTY, TEXAS
- **Project:** DALLAS COUNTY, TEXAS

#### Congressional Districts

1. **Congressional District:** 3, 4, 5, 6, 14, 16, 30

#### Database

- **Date:** 9/1/01
- **Program Name:** DALLAS COUNTY DOMESTIC VIOLENCE PROJECT

#### Application Subject to Review

- **State Executive Order 1272:**
  - **Yes:** This Pre-Application Application was made available to the State Executive Order 1272 Process for Review on:
    - **Date:**
  - **No:** Program is not covered by E.O. 1272
    - **Yes:** Program has not been selected by State for Review

#### Applicant Delinquent on Any Federal Debt?

- **Yes:** 
  - **No:**

#### Signature of Authorized Representative

**HONORABLE LEE JACKSON**

**Title:** COUNTY JUDGE

**Telephone No:** 214-633-5155

**Date Signed:**
B. Project Narrative

1. Need for the Project

Continued funding will allow Dallas County to maintain the advancements and improvements we have made since receiving funding since 1997 while we seek to have our local communities and other sources take over the funding of our project. Continued funding for the felony prosecutor is needed because the number of felony family violence cases filed and disposed of in Dallas County continues to increase. At the beginning of 2000, 541 felony FV cases were pending while at the end of 2000, 743 cases were pending. This increase in pending cases was due to an increase in the number of case filings because the case dispositions increased from 250 in the 1st quarter of 2000 to 429 by the 4th quarter of 2000. Continued funding of the protective order prosecutor is necessary because the Dallas County DA's Office applies for more PO's than any other county in Texas and the number of applicants continues to increase each year. In 1997, we applied for 1,722 PO applications, in 1998 that number increased to 1,831 and in 1999 applications swelled to 2013. The number for 2000 indicate we applied for almost 2000 PO's again. In order to maintain this level of advocacy and protection of victims, the number of PO prosecutors cannot drop. The misdemeanor clerk position is responsible for sending written notices of the pending charges and court information to every misdemeanor victim of domestic violence whose case is filed the DA's Office. Additionally, this clerk organizes and files all the essential evidence in each of the more than 2000 pending misdemeanor FV cases including 911 tapes, photographs, medical records, civil court documents, witness statements and prosecutor's notes. The Dallas Police Department detective is part of the specialized Target/Repeat offender program which focuses on repeat DV offenders and on arresting defendants with outstanding family violence arrest warrants.
The target populations for this project are the victims of domestic violence in Dallas County with special emphasis on the historically under served populations of Spanish speaking victims, victims in small and rural areas, and economically disadvantaged victims. All victims in Dallas County benefit from the additional felony prosecutor in the DA’s specialized FV unit, and the additional detective in Dallas Police Department’s FV unit. Additionally, all victims in Dallas, but particularly disadvantaged victims, benefit from the additional prosecutor in the protective order division. Any victim can utilize the DA’s Office to obtain a PO; however, poor victims have no choice but to rely on the DA’s Office because the DA’s Office obtains PO’s at no charge to the victim.

Dallas County has a population of 1,853,810 (1990 Census) and has 32 law enforcement filing agencies. The cities and towns that comprise Dallas County are extremely varied ranging from urban, inner city, suburban, and rural areas. Likewise, the residents of Dallas County are economically and culturally diverse with large segments of traditionally under served population such as poor women and women in the African American (19.96%), Hispanic (16.59%), Asian and Middle Easter Communities (9.66%).

Dallas County has several types of resources and services currently available to victims of domestic violence including 5 shelters, 3 of which also offer transitional housing. The District Attorney’s Office has a dedicated FV section that prosecutes all misdemeanor and felony family violence cases and a protective order division that obtains PO’s at no cost for any victim in the county who qualifies for a PO. Dallas Police Department and several other of the smaller police departments have also established specialized units to exclusively handle FV cases. Additionally, the county has designated one court to hear all misdemeanor FV cases and one half of another court.
2. What Will be Done

1. **Implement mandatory arrest or pro-arrest policies and programs in police departments.** The Dallas County DA’s Office continue to encourage the police departments in Dallas County to institute programs and policies that encourage the arrest of the perpetrators of Domestic Violence.

2. **Centralize domestic violence cases.** The Dallas County DA’s Office will continue the centralization of the processes relating to the issuance of Protective Orders and the prosecution of domestic violence cases.

3. **Strengthen legal advocacy service programs for victims of domestic violence.** The Dallas County DA’s Office will continue to strengthen legal services to victims of domestic violence by funding two civil attorneys under a STOP grant from the state.

4. **Enforcement of protective orders and implementation of the full faith and credit provision of the Violence Against Women Act.** Dallas County District Attorney’s Office will continue to promote the enforcement of protective orders by taking prompt action on cases where the orders have been disregarded. The office will work with the police departments in enforcement of the orders. The grade 3 Protective Order Prosecutor and the Grade 5 Felony Prosecutor funded by this grant will greatly strengthen the ability to do this.

5. **Community-driven initiatives to address violence against women among diverse, traditionally underserved populations.** The District Attorney’s Office through the use of the protective order prosecutor funded by this grant will continue to serve the traditionally underserved victims of domestic violence. These attorneys work with poor women and are free of costs, require no appointment.

6. **Community policing to reduce and prevent violence against women.**
The Dallas Police Department detective funded by this grant is part of the specialized Target/Repeat offender program which focuses on repeat DV offenders and on arresting defendants with outstanding family violence warrants.
3. Who Will Implement the Project.

The responsibility for the grant will be with the Dallas County District Attorney’s Office. The DA’s Office will work with the Dallas Police Department, the DeSoto Police Department and Legal Services of North Texas directly and will fund positions with each of these agencies through either this grant or other grants through the state.

The DA’s Office will continue to collaborate with the same agencies as at present. This collaboration has worked very well and continues to be a solid base for services to victims of domestic violence.
4. **How Success Will Be Measured.**

Specific measuring information consists of the increase in the number of victims contacted and consulted, cases disposed, speed in which cases are disposed, number of protective orders applied for, percent of PO’s obtained, and number of victims who receive civil legal assistance.

The periodic reports regarding these findings will be used to determine whether changes need to be made or procedures revised in the system response.

The results of this program will indicate the effectiveness of pro-arrest, pro-prosecution policies in reducing domestic violence. The accompanying increase in successful prosecutions and client satisfaction will serve as additional indicators of why pro-arrest policies, when coupled with effective evidence gathering, information sharing, and a pro-victim system response at every level can produce the long term, far reaching effects of domestic violence.
5. The Products.

1. Policy and procedure manuals

2. Implementation narratives for use by both smaller judicial areas, service providers, and county-wide agencies

3. Peer reviewed community awareness brochures

4. Training curricula for all disciplines

5. Program models for centralized communication and tracking, small urban police agency response

6. Case studies

7. Report regarding violence victims in the family court system
6. Related Federal Projects

1. The only active Federal grant award supporting this or related efforts is the present grant which funds the project through August 31, 2001.

2. We have no pending applications for Federal money other than this application.

3. No other direct Federal dollars are involved.

4. This project compliments the State’s STOP Violence Against Women Implementation Plan in that it works directly with State STOP dollars within the District Attorney’s Office of Dallas County. The Dallas District Attorney’s Office is the recipient of two State STOP grants and one State Victim of Crime Act grant. These grants fund a protective order prosecutor, a regional training coordinator and a protective order case manager. The Dallas District Attorney’s Office has made application for one State STOP grant to fund a prosecutor and a part-time intern. There also is a grant application for one State Victim of Crime Act grant to fund two part-time civil attorneys, one clerk, one domestic violence assistant and two domestic violence case workers. Dallas County pays for other attorneys, investigators, clerical staff and various administrative staff who work in relationship to various parts the grant.
GRANTS TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF PROTECTIVE ORDERS PROGRAM

BUDGET SUMMARY

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<td>$0</td>
<td>$0</td>
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<td>Travel and Training</td>
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<td>$0</td>
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<tr>
<td>Equipment</td>
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<tr>
<td>TOTAL</td>
<td>$323,876</td>
<td>$0</td>
<td>$0</td>
<td>$323,876</td>
</tr>
</tbody>
</table>

ESTIMATED PROGRAM INCOME

The project does not anticipate any program income.

PERSONNEL

Total, $263,334  CJD - $263,334  Grantee - $0  In-Kind - $0
Salaries, $210,728
1 Prosecutor, Grade 5  $71,175 x 100% of time = $71,175
1 Prosecutor, Grade 3  $51,344 x 100% of time = $51,344
1 Clerk, Grade 8  $31,336 x 100% of time = $31,336
1 Domestic Violence Investigator  $56,873 x 100% of time = $56,873

These four full-time equivalents will provide the following services: prosecute domestic violence cases through the district courts of Dallas County, support to the staff in prosecution of domestic violence and investigation of domestic violence cases. The investigator will be an officer of the Dallas Police Department as part of the collaboration along with other participants in the collaboration.

Fringe Benefits, $52,606
$52,606 fringe based on $210,728 in salaries.

PROFESSIONAL AND CONTRACTUAL SERVICES

Total, $0
Professional Services, $0
Contractual Services, $0

The project does not anticipate any grant related expenditures in these categories.

TRAVEL AND TRAINING

Total, $0
Local Milage, $0
In-state travel and training costs, $0
Out-of-state travel and training costs, $0

The project does not anticipate any grant related expenditures in these categories.

EQUIPMENT

Total, $0
Computer equipment, $0
Other equipment, $0

The project does not anticipate any grant related expenditures in these categories.

SUPPLIES
Total, $0
Office supplies, $0
Furniture, $0
Project supplies, $0
Vehicle operating costs, $0
Costs of space, $0
Communication costs, $0
Services and other costs, $0
The project does not anticipate any grant related expenditures in these categories.

INDIRECT COSTS
Total, $60,542
Indirect costs are based upon Dallas County's approved indirect cost rate of 28.73% of direct salaries and wages.
March 7, 2001

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director, Communications & Central Services

Subject: Renewal of MCI WorldCom Local Service Term Plan

Background of Issue
In October 1997, MCI offered to provide digital out bound service for Frank Crowley on a trial basis. As this proposal represented the potential for significant savings, the Court approved the trial period. In March 1998, the trial was completed and the County accepted the MCI service and entered a Service Term Plan for three years.

Over the course of this plan, MCI service has been expanded. The County now has 18 T-1s on this plan which expires this month. This plan automatically renew for an equivalent term commitment unless the County notifies MCI no later than 30 days after the expiration of the initial term that it intends not to renew its enrollment.

This briefing examines the merit of continuing MCI local service.

Impact on Operations
During the installation of service at Crowley in 1997 and George Allen in 1998, there were significant problems. These were resolved and there have been no major service problems since then. Conversion to MCI at the Stemmons facility was clean and additional support procured for the last general election functioned flawlessly. However, since then there has been three interruptions in service at this location with an outage occurring on January 16th which required about 48 hours to resolve.

In response to our concerns, MCI responded that the last outage was the result of a SWB outage. The local loop of service from a commercial local exchange carrier (CLEC), such as MCI, is provided by the incumbent local exchange carrier (ILEC) which in this case is SWB. Staff has further queried MCI concerning the options they have in their contract with SWB to preclude the reoccurrence of such outages. Upon receipt of this response, staff will forward it to the Court.

Financial Considerations
MCI provides an integration discount of 25% and waiver of installation charges. Installation charges range from $620 to $816 per span depending upon the type of span. In addition at the George Allen facility, MCI offers a promotional discount of $4,032 per month. This amounts to $576 per span.
Thus, at the George Allen facility, a two way digital span with charges for blocks of DID numbers and directory listing is $772 per month. The cheapest span available from SWB is approximately $1,405 per month ($870 plus DID additives, see attached). The same spans from AT&T are $886.50 per month.

The MCI promotional discount does not apply at other locations; however, the 25% integration discount does making spans at other locations range from $834 to $1,007 per month depending on type. Other local service providers offer discounts ranging from 5 to 20% and one waives FCC line charges. This makes their pricing fall in between MCI and SWB with some being comparable to MCI. However, there are still installation charges, disruptions in service and the loss of the $4.032 per month promotional discount, if there was a change in service providers.

**Legal Considerations**
The Civil Section of the District Attorney's office reviewed and approved the term plan prior to initial execution.

**Recommendation**
Renew the MCI WorldCom Local Service Term Plan.

CT/sh

Attachment
Dear Mr. Hampton,

Estimated prices are listed below for DID service as an additional cost with the Digital Trunks or SmartTrunks:

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly</th>
<th>Installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Block of 100 DID Numbers</td>
<td>$123.98</td>
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</tr>
<tr>
<td>Each Additional Block of 100 DID Numbers</td>
<td>$10.41</td>
<td>$0.00</td>
</tr>
<tr>
<td>Each DID Trunk additive, per Trunk</td>
<td>$22.05</td>
<td>$0.00</td>
</tr>
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</table>

These estimated prices include the GSC TEX-AN 2000 Discount.

--- Original Message ---

Dear Mr. Hampton,

The estimated pricing you requested for 500 Commerce is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly</th>
<th>Installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Digital T-1 Span</td>
<td>$1,062.00</td>
<td>$620.00</td>
</tr>
<tr>
<td>with 24 two-way trunks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 SmartTrunk T-1 Span (PRI)</td>
<td>$670.00</td>
<td>$816.00</td>
</tr>
<tr>
<td>with 23 two-way trunks and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dynamic Channel Allocation</td>
<td>$816.00</td>
<td></td>
</tr>
</tbody>
</table>

The above rates are estimates only and include the GSC TEX-AN 2000 discounts.

Please call me with any questions on 214-571-7090.

Sincerely,
Charlotte Cheatum
Communications Consultant
Southwestern Bell Telephone Co.
Cc:723@sbc.com
February 21, 2001

Mr. Garland Hampton  
Dallas County  
Telecommunications Manager  
Records Building  
6th Floor, Suite 608  
Dallas, Texas 75202

Garland,

To respond to your request for a price proposal on a T1 Digital 24-Hour Trunk for your “500 Commerce Street” Location; AT&T’s will provide that to you for a charge of $635.00 per month.

If you require DID numbers AT&T can provide them for $35.05 for the first Twenty numbers and $1.20 for each additional Ten numbers. However, if you are leaving this as a main listed number the charge remains only $635.00 per month for the T1 line.

We are looking forward to establishing a long lasting mutually beneficial partnership with The County of Dallas. If there is anything else you require please do not hesitate to ask.

Sincerely,

[Terry L. Williamson]  
Strategic Account Manager  
AT&T  
Phone 972-778-2885  
E-mail terrywilliamson@att.com
To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Energy Contract With UT Southwestern

Background
In the early 1970's Lone Star Energy constructed a plant to provide chilled water and steam utilities for the UT Southwestern campus. This plant provided these same utilities to the Institute of Forensic Science building which sits between the UT Southwestern south campus and the Parkland Hospital campus.

As part of its agreement with UT Southwestern, Lone Star Energy agreed to convey ownership of the plant to the medical school on August 31, 1977. Since that time UT Southwestern has been supplying the Institute of Forensic Science with chilled water and steam utilities without any kind of contract. During the time between the summer of 1997 and now Dallas County staff and UT Southwestern staff have made a number of efforts to develop a contract document that both staffs could recommend.

One issue that complicated the process involved the implementation of the Enershop Energy Management proposal at the Institute of Forensic Science. When Enershop submitted its proposal, it planned to install certain equipment adjacent to the building in a vacant area that was next to the TXU power transformer. When detailed engineering plans were being prepared, Enershop discovered that the site of their proposed equipment installation was property owned by UT Southwestern. As it happens Dallas County only owns land approximately ten feet beyond the edge of several sides of the building. The existing TXU power transformer also happens to be located in a TXU easement that UT Southwestern has provided. Because of the land constraints, Enershop could not proceed with its plans as conceived. Staff asked UT Southwestern to provide an additional utility easement or to sell the vacant land in question so that the Enershop plan could be implemented. UT Southwestern staff advised Dallas County and Enershop that it was opposed to locating the necessary equipment at the chosen location for a variety of reasons that would have affected the Medical School. UT Southwestern staff did not foreclose totally the idea of granting an enlarged easement to TXU for a larger transformer, but conditioned that option on the conclusion of negotiations on a contract for chilled water and steam utilities for the Institute of Forensic Science. Enershop and Dallas County explored a variety of alternatives including obtaining easements from Parkland Hospital. All of these options required considerable additional capital investment which significantly reduced the potential benefits of the proposed Enershop energy conservation measures.
When it became apparent that the original Enershop proposal would not work, staff focused on negotiating a contract with UT Southwestern to continue providing chilled water and steam. One issue that had to be resolved was the method of allocating costs and determining the percentage of utilization. During the last six years of the Lone Star Energy contract, Dallas County used 2.629% of the plant capacity. Initially UT Southwestern asked for 3%, but ultimately the historic 2.629% utilization factor was agreed upon. The cost of services includes two components: (1) operating costs and (2) fuel costs. UT Southwestern provided information on its historic operating and fuel costs for the three year period from September 1, 1997 through August 31, 2000. This cost averaged $145,077.00 per year. Because of the rapid increase in natural gas costs in the latter part of 2000, UT Southwestern insisted that the fuel costs for billing periods beginning after September 1, 2000 be billed on a monthly basis for 2.629% of the total actual natural gas fuel cost incurred by UT Southwestern at the former Lone Star Energy plant. No markup is to be added to this cost. Because of the volatility of natural gas prices, the annual cost of chilled water and steam utilities at the Institute of Forensic Science will probably increase around 50% of the twelve month period beginning September 1, 2000.

The attached contract sets forth the billing and cost allocation process and the attachments set forth the prior year costs and the cost allocation factors for those years. It obligates Dallas County to pay for costs associated with maintaining that portion of the distribution line that solidly serves the Institute of Forensic Science. It does obligate UT Southwestern to continue providing chilled water and steam utilities as long as they are needed. At its option Dallas County can continue to explore energy conservation measures such as one of the multiple options proposed by Enershop as part of the energy management project.

Impact On Operations
There will be no change in operations at the Institute of Forensic Science as a result of this agreement.

Financial Impact
The last full year of billing under the Lone Star Energy contract totaled $117,510. UT Southwestern's initial proposal totaled $167,883 annually. This was based on 3% of plant fuel costs, plus a $6000 fixed monthly fee for all other operating expenses. The proposed contract is based upon 2.629% of all costs. The total cost of the three year period between September 1, 1997 and August 31,2001 is set forth in Attachment A as $435,231.08. This averages $145,077.03 per year. The $435,231.08 will need to be paid after the execution of the contract for the prior year costs.
Legal Requirements
Staff has asked the Civil District attorney's office to review this agreement.

Recommendation
I recommend approval of the attached agreement with UT Southwestern. Staff will continue to explore energy management alternatives with Enershop that may involve obtaining an additional easement from UT Southwestern provided the cost/benefit of these alternatives is positive.

Recommended by

Dan Savage
Assistant Administrator for Operations

cc: Allen Clemson
INTERLOCAL AGREEMENT BETWEEN
DALLAS COUNTY AND UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER OF DALLAS

Whereas, the County of Dallas, hereafter called "County" has an ongoing need for chilled water and steam utilities for the Dallas County Institute of Forensic Science building; and

Whereas, these services were provided by Lone Star Gas company until August 31, 1997 from a Thermal Energy Plant located on the University of Texas Southwestern Medical Center at Dallas campus, hereinafter called "Medical Center"; and

Whereas, Medical Center has provided chilled water and steam utilities to the Institute of Forensic Science building since September 1, 1997; and

Whereas, Chapter 791 of the Texas Government code, as amended, authorized contracts between local government agencies and state agencies for the purchase of goods and services and satisfies the requirements of local governments to such competitive bids for the purchase of goods and services.

Now, Therefore, This Agreement, is hereby made and entered into by County and Medical Center upon and for the mutual consideration stated herein:

1.
Witnesseth

I
County and Medical Center agree that County has received from Medical Center chilled water and steam utilities since September 1, 1997 and that this service amounted to 2.629% of the capacity of the Medical Center Thermal Energy Plant.

II
County and Medical Center agree that the value of this service for the three year period beginning September 1, 1997 through August 31, 2000 totals $435,231.08 and that this amount is based on the use of 2.629% of the plant capacity during this period. This service cost is calculated in detail in Attachment A.

III
County desires to continue to receive chilled water and steam from the Medical Center Thermal Energy Plant until such time as it can install an alternative means of providing these services or until it can relocate the Institute of Forensic Sciences to a new facility at another location. Medical Center agrees to continue providing these services as long as they are needed by County.

IV
County and Medical Center agree that County shall pay for ongoing chilled water and steam utilities provided by Medical Center at an annual rate equal 2.629% of the annual cost of operating the Thermal Energy Plant. This cost shall be broken down into two categories: (1) operating costs and (2) fuel costs. Dallas County shall pay 2.629% of the annual operating costs as outlined in Attachment B. These costs shall be budgeted annually and shall be adjusted to reflect the actual operating costs at the end of each fiscal year. The fuel costs shall be based 2.629% of the fuel costs incurred by the Medical Center for the Thermal Energy Plant. These costs may fluctuate upwards or downwards on a monthly basis based on the unit cost of fuel and the monthly volume. The fuel costs shall be passed on to Dallas County as a pass-through cost without markup.
After payment of the initial invoice for prior service, through August 31, 2000 the Medical Center shall invoice the County monthly for service for the prior month beginning with September of 2000. This invoice shall be itemized to detail the budgeted monthly operational costs based upon the 2.629% of the operating costs of the Thermal Energy Plant and 2.629% of the Medical Centers prior monthly bill for the purchase of natural gas fuel for the plant.

County agrees that it shall be responsible for all costs associated with the maintenance or replacement of those segments of service lines that are used exclusively by the County. Medical Center may perform maintenance or replacement work on lines used exclusively by the County, or, at it's option, may allow the county and/or its contractors all necessary access rights to perform maintenance or replacement work on lines used exclusively by the County. The location of these lines is shown in attachment C.

County and Medical Center agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for it's own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with providing chilled water and steam utilities from the Thermal Energy Plant to the Institute of Forensic Science building.

County and Medical Center agree that this agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties and that each person executing this agreement on behalf of each party represents and warrants that they have full rights and authority to enter into this agreement.

County and Medical Center agree that this agreement may not be amended except in a written instrument specifically referring to this agreement and signed by the parties hereto.
This agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either the county or Medical Center shall be in Dallas County, Texas.

XI

In the event that one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the agreement shall be construed as if such invalid, illegal or unenforceable provisions has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

The County of Dallas, Texas has executed this Agreement pursuant to Commissioners Court Order No. __________, passed on the __________ day of __________, 2001.

The University of Texas Southwestern Medical School at Dallas has executed this agreement pursuant to duly authorized ________________ approval dated the __________ day of __________, 2001.

County of Dallas

By __________________________
Lee F. Jackson
County Judge

University of Texas Southwestern Medical School at Dallas

By __________________________

Approved as to Form:

______________________________
Assistant District Attorney
Civil Section
October 9, 2000

Dan Savage
Assistant Administrator for Operations
Dallas County
Commissioners Court Administration
Dallas County Administration Building
411 Elm Street, 3rd Floor
Dallas, Texas 75202-3317

Dear Dan:

Enclosed is the revised invoice for providing chilled water and steam to the Forensic Sciences building at UT Southwestern Medical Center. The total invoice amount due is $435,231.08 for the period September 1, 1997 through August 31, 2000.

The invoice reflects the Dallas County charged for 2.629% of the plant capacity and unit charges of $0.143/Ton-Hr and $12.95/MMBTU. This represents an annual invoice amount of $145,077.03 or a total invoice amount of $435,231.08.

For invoices after September 1, 2000, I will separately send you a sample contract that may serve as the basis for determining these invoice amounts. As an alternative, the Dallas County may provide a sample contract in order to facilitate the contract approval process.

Please call me (214) 648-7694 if you have any questions.

Sincerely,

[Signature]

Roberto Gutierrez
Assistant Director, General Services

C: Kirby Vahle
    Robert Rubel
    File
Forensic Sciences Building Invoice

Bill To: Dallas County
Attn: Dan Savage
Assistant Administrator for Operations
Dallas County
Commissioners Court Administration
Dallas County Administration Building
411 Elm Street, 3rd Floor
Dallas, Texas 75202-3317

Date: October 9, 2000

UT Southwestern Medical Center has provided chilled water and steam utilities to the Forensic Sciences Building. The following are the invoices for the period September 1, 1997 through August 31, 2000.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Capacity, Ton Hrs/Yr</td>
<td>32,640,000</td>
<td>32,640,000</td>
<td>32,640,000</td>
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<tr>
<td>% of Plant Capacity</td>
<td>2.629%</td>
<td>2.629%</td>
<td>2.629%</td>
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<tr>
<td>used by Dallas County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit Cost, $/Ton Hr</td>
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<td>0.143</td>
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<tr>
<td>Invoice Subtotal</td>
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<td>$122,709.10</td>
<td>$122,709.10</td>
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<tr>
<td>Plant Capacity, MMBTU/Yr</td>
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<tr>
<td>% of Plant Capacity</td>
<td>2.629%</td>
<td>2.629%</td>
<td>2.629%</td>
</tr>
<tr>
<td>used by Dallas County</td>
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<td>Invoice Total</td>
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<tr>
<td>Total Amount Due</td>
<td>$435,231.08</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please make payable to: The University of Texas Southwestern Medical Center

Mail To: University of Texas Southwestern Medical Center
Physical Plant Department - 9099
Attn: David Kidd (214) 648-7162
5323 Harry Hines Blvd
Dallas, TX 75390
### Chilled Water Utilities

**Ton-Hours/Year**
- 6,500 Tons at 3,000 Hours
- 3,000 Tons at 3,000 Hours
- 1,500 Tons at 2,760 Hours

**Natural Gas (Fuel Cost)**
- 80% Boiler, 30% Steam Cycle, 6000 BTU; $3.00 /MMBTU

**Water**
- 5.2 Gal/Ton-Hour; $2.90/1,000 Gallons

**Chemicals**
- $250,000/year - 25% Steam

**Maintenance**
- $710,000/year, 75% CHW - 25% Steam

**Salaries**
- $340,000/year; 75% CHW - 25% Steam

**Capital**
- $20,000,000/20 yr, 75% CHW - 25% Steam

Total: 32,640,000 ton-hours

Costs:
- $0.075 /ton-hour
- $0.015 /ton-hour
- $0.006 /ton-hour
- $0.016 /ton-hour
- $0.008 /ton-hour
- $0.023 /ton-hour

Total: $0.143 /ton-hour

### Steam Utilities

**MMBTU/Year**
- 7.5 MMBTU/Hour @8,750 Hours

**Natural Gas (Fuel Cost)**
- 80% Boiler, 30% Steam Cycle, 6,000 BTU; $3.00 /MMBTU

**Water**
- 5.2 Gal/Ton-Hour; $2.90/1,000 Gallons

**Chemicals**
- $250,000/year - 25% Steam

**Maintenance**
- $710,000/year, 75% CHW - 25% Steam

**Salaries**
- $340,000/year; 75% CHW - 25% Steam

**Capital**
- $20,000,000/20 yr, 75% CHW - 25% Steam

Total: 65,700 MMBTU

Costs:
- $4.13 /MMBTU
- $0.07 /MMBTU
- $0.95 /MMBTU
- $2.70 /MMBTU
- $1.29 /MMBTU
- $3.81 /MMBTU

Total: $12.95 /MMBTU
Attachment G

Service line for Dallas County Institute of Forensic Science
March 13, 2001

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Project Management Process Improvement

Background
I have been responsible for the project management process for building projects for a little over three years. During that time approximately forty major projects costing at least $100,000 have been completed. Some of these projects have been completed on time, on budget, with a minimum of difficulty. Others have been completed, but only with significant difficulty. John Nolan retired in January of this year after approximately 20 years of service in Engineering and Project Management. With his position vacant, I want to take this opportunity to review our overall project management process to see if improvements can be made in the way we conduct our business. For several months, I have been discussing a variety of issues with Ed Faulkner. Mr. Faulkner provides consulting services to the construction industry. A copy of his resume is attached. He has over thirty years of experience in the construction industry in a variety of capabilities. Attached is a proposed personal services contract that I have prepared. A scope of work is attached to this contract. My intent is to work through this scope of work over the next six months starting with the Project Management Process first, then the Construction Inspection Process, and finally, if time permits, then look at the Electronic Project Management/Collaboration Systems that are available in the marketplace. This work will be done in collaboration with Abbas Kaka, Bernie Blanton, and Jim Barrett.

Impact On Operations
The purpose of this proposal is to develop a more effective process for managing our building construction projects. I am particularly interested in improving our front end work which involves developing comprehensive scopes of work and more accurate budget estimates. Once work is underway I am interested in developing better inspection procedures and better means of working with contractors to get work completed in a timely and proper manner. Finally, I am interested in developing means to get projects closed out and turned over to Facilities Management for ongoing maintenance.

Financial Impact
The estimated cost of this project is $30,160. This is based on a budget of eight hours of Mr. Faulkner’s time per week over the next six months. This project can be funded by keeping the staff position in Engineering and Project Management vacant long enough to cover the cost of this project.
MWBE
Not applicable.

Recommendation
I recommend that the Commissioners Court accept the attached scope of services to develop certain process improvements for the management of building construction projects for the divisions of Engineering and Project Management and Facilities Management and authorize the execution of the personal service contract with Ed Faulkner in an amount not to exceed $30,160 for this work.

Recommended by

______________________________
Assistant Administrator for Operations

cc: Allen Clemson
PERSONAL SERVICE CONTRACT
between
DALLAS COUNTY
and
ED FAULKNER

I
Purpose
This contract is entered into between Dallas County (County) and Ed Faulkner (Consultant) for the purpose of developing certain process improvements for the management of building construction projects for the divisions of Engineering and Project Management (E&PM) and Facilities Management (FM).

II
Term
The term of this project is for six month period beginning with the execution of this contract by both parties. This is estimated to begin on or about April 1, 2001.

III
Services to be Provided
The attached scope of services describes the work to be provided under this contract.

IV
Amendments
This contract may be amending during the term of same, and any such amendments shall be in writing and duly executed by the parties hereto.

V
Terms and Conditions of Payment
Dallas County agrees to compensate consultant for work performed at a rate of $145 per hour subject to the following limitations.

A. The maximum allowed under this contract shall be $30,160.
B. Consultant agrees to submit complete and accurate billings showing hours work on each task.
C. Consultant shall only work on tasks in order of priority requested by County.
D. Consultant shall not charge County for any expenses Consultant incurs as result of this work.
E. Consultant shall only charge County for work related to tasks identified in the attached “Scope of Work and Deliverables”.
F. Payment will be made to Consultant by Dallas County upon receipt of a verified and proper billing; within thirty days.
VI

Subcontracting
Consultant may not subcontract with others to do the work set forth in this contract.

VII

Termination
Dalla County may terminate this contract upon thirty (30) calendar days written notice to the Consultant if the Consultant fails to perform work and services required by this contract in a timely and professional manner. After receipt of the written termination notice, Consultant shall stop work on the contract on the date of termination and to the extent specified in the notice of termination.

VIII

Acceptances
By their signature below, the duly authorized representatives of Dallas County and Consultant accept the terms of this contract in full.

IX

Severability
If any provision of this contract is construed to be illegal or invoked, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions will continue in full force and effect.

X

Choice of Venue
This contract is expressly made subject to Dallas County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This contract and all matter pertinent hereto shall be enforced in accordance with the laws of the State of Texas. Exclusive venue for legal action between the parties arising from this contract shall be in Dallas County, Texas.
NOTICE

Any notice or certification provided for in this contract to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County:
Dan Savage
Assistant Administrator for Operations
County Administration Building
411 Elm Street
Dallas, Texas 75202

To Consultant:
Ed Faulkner
4050 Stonehollow Way
Dallas, Texas 75287

IN WITNESS WHEREOF by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this contract. This contract is to be effective upon the signature of both Dallas County and Consultant.

EXECUTED this the _____ day of _______________________, 2001

DALLAS COUNTY

BY: Lee F. Jackson
    Dallas County Judge

CONSULTANT

BY: ED FAULKNER

APPROVED AS TO FORM:

BY: John B. Dahill
    Assistant District Attorney

RECOMMENDED

BY: Dan Savage
    Assistant Administrator
    To Commissioners Court
    For Operations
February 6, 2001

Mr. Dan Savage
Assistant Administrator, Dallas County Commissioners Court
County Administration Building
411 Elm Street, 3RD Floor
Dallas, Texas, 75202

Dear Mr. Savage:

Thank you for the opportunity to provide professional services to Dallas County Commissioners Court. The three areas in which you have needs and the services that I offer are as follows:

- Review the existing project management processes in effect at Dallas County, make recommendations for improvement and implement the approved changes.

- Review the electronic project management/collaboration systems available through Application Service Provider software companies to the A/E/C industry, make recommendations, and assist in implementation/setup/training.

- Review the existing construction inspection process, compare with available alternatives in the market, recommend changes if necessary and oversee the change process.

My overall objective will be to incorporate an overall project management system for Dallas County to use internally and for the teams on design and construction projects. The system will include the necessary document processing capabilities along with Internet based collaboration features.

These services would be available to Dallas County each Friday, on-site, for a period of 8 hours. Additional hours are available offsite for tasks assigned by Dallas County. The hourly rate for these services will be $145 per hour. A periodic, itemized request for payment will be submitted in a format acceptable to Dallas County.

The six-month period anticipated for these services will begin in February 2001. The time period may be extended by mutual consent. This agreement may be terminated at the request of either party upon 30 days notice and payment of all fees outstanding.

I look forward to working with Dallas County on this important assignment.

Sincerely Yours,

Ed Faulkner
SCOPE OF WORK AND DELIVERABLES

Project Management Process:
Review the existing project management processes in effect at Dallas County, make recommendations for improvement and implement the approved changes.

Scope of Work:

- Initial alternative analysis. Consider life cycle implications of planned projects and suggest alternative solutions where available.

- Scope of Work Definition. Assist in defining scope sufficiently so as to reduce "scope creep" on projects. Establish minimum criteria for scope of work definition.

- Design Review by Facilities. Develop a process by which the Facilities Department is involved in the project design phase to ensure that maintenance issues are identified and addressed in advance.

- Preliminary cost estimates. Develop a process template for cost estimating, identify a more reliable source of cost estimating data, and document the process.

- Detailed Project Description. Establish a process by which user requirements are identified though interviews and a user/provider sign-off procedure is established.

- User Operational Needs Analysis. Develop a User Needs Analysis Checklist so as to identify and document user needs in advance of starting projects.

- Budget Controls. Review existing budgeting process and suggest improvements where appropriate.

- Project Closeout Procedure. Identify and document a project closeout process to include construction contractors in the project closeout process.

Deliverables:

- Kick-Off Meeting with key players

- Periodic Process Review Meetings

- Training Classes as required

SCOPE OF WORK AND DELIVERABLES

Electronic Project Management/Collaboration System:
Review the electronic project management/collaboration systems available through Application Service Provider software companies to the A/E/C industry and make recommendations, assist in implementation/setup/training and oversee the ongoing system.

Scope of Work:

• Identify Project Management System. Identify and assist in implementing an Internet based project management system from an Application Service Provider to include documentation of every county project.

• Collaboration/Communication. Assist in implementing the selected system to facilitate a structured means of communication for which everyone has access that has a need to know, on all projects.

• Design Documents Library. Establish procedure for setting up the design documents in the project management system for access during design, construction and maintenance phases.

• Document Information Flow. Review the existing document flows on Dallas County projects and implement document tracking features of project management software.

• Training/Implementation. Assist in implementation of project management system and training of users as required.

Deliverables:

• Manage Implementation of Project Management System

• Training Classes/Assistance for Users

• User Manual for Electronic Project Management System
SCOPE OF WORK AND DELIVERABLES

Construction Inspection Process:
Review the existing construction inspection process, compare with available alternatives in the market, recommend changes if necessary and oversee the change process. Monitor the ongoing process and make recommendations for change as necessary.

Scope of Work:

- Construction Inspection – Quality Control
  1. Develop procedure for daily project inspection including standard notes and reporting process. Create a project log for storing project reports and photographs with easy access by authorized persons.
  2. Train inspectors in the use of the electronic project Management system for logging inspection reports.

- Facilities Management Inspection – Quality Assurance
  1. Develop procedure by which Facilities Department will make periodic inspections to ensure that specifications are followed properly to facilitate maintenance after the projects are complete.
  2. Identify inspection points similar to building inspection checks (structural, plumbing, electrical, etc) and create logging procedure to record results.
  3. Create process by which Warranty Documents are stored electronically as well as in paper format for later retrieval.
  4. Implement Project Close-Out process on all projects through Facilities Department.

Deliverables:

- Quality Control Procedures Manual
- Quality Assurance Procedures Manual
- Project Close-Out Manual
EDWARD E. FAULKNER  
4050 Stonehollow Way  
Dallas, Texas 75287  
972-818-7488, 972-248-0229 fax  
214-763-6652 mobile  
etfaulkner@edfaulkner.com

EDUCATION:

University of Florida, 1971  
Master of Science, Building Construction, Minor Operations Research

Auburn University, 1965  
Bachelor of Building Construction

WORK EXPERIENCE:

2000  
Faulkner Associates, President. Provides Program Management/Construction Management services including project management systems implementation, business strategic planning, and strategic account management, with a focus on technology related services to the AEC marketplace.

1999-2000  
Centex Construction Company, Inc., Vice President Program Management Services. Management, marketing, training and business development responsibility for this business offering of program management services and other alternative procurement methods to the construction and real estate marketplace.

1997-1999  
Centex Construction Group, Vice President Centech Solutions, Inc., Executive Vice President. Management, marketing, training and business development responsibility for a subsidiary software company offering project management software to the construction and real estate market. Assist in construction management as needed.

1987-1997  
BECK Program Management, President, Founder. Total management, fiscal, and start-up responsibility for this program management/construction management company, which was a division of the Henry C. Beck Group of companies. Served as Special Construction Management Consultant to the State of Texas Preservation Board on the $80 million Historic Preservation of the Texas State Capitol project. Served as Project Executive on the $650 million North Central Expresseway Reconstruction Project, for the Engineering Management Services Contract with the Texas SDHPT. Other projects include the DART Downtown Light Rail System, DFW infrastructure projects, the DFW Noise Mitigation Program, the University of Texas Chemistry Building Emergency Renovation, and other private projects totaling over $1.2 Billion.

1976-1989  
HCB Contractors, Director, Project Control Information Systems. Total management and fiscal responsibility for the Project Control Group at HCB Contractors, a division of the Beck Group of companies, which included the Central Schedule Department and the Information Systems Department. Research and Development activities for the company were included. Created and managed the Project Control Group at HCB based on a ten-year implementation plan, made in 1976.

1976-1977  
Georgia Institute of Technology, Associate Professor of Building Construction. Taught courses in Management, Estimating, CPM, Productivity, and Operations Research techniques in construction.

1975-1976  
United Construction Company, Chief Estimator/Project Manager.
Commercial General Contractor, General Building. Complete pricing/bidding and project management responsibilities.

1970 - 1975  
**Faulkner & Associates, Inc., President and Founder**
Associated Constructors, Inc. President and Founder  
Construction Management/GC/Consulting firm for heavy/industrial/general building construction projects totaling in excess of $900M. Included $25M in direct construction/real estate development work.

1969 - 1971  
**University of Florida, Graduate Teaching Assistant of Building Construction**

1966 - 1969  
**Auburn University, Assistant Professor of Building Construction**
Taught Estimating, CPM, Materials and Methods, and Construction Management Courses. Wrote textbook on Complete Project Management With CPM.

1967 - 1968  
**Burns-Kirkley-Williams Construction Co., Estimator/Consultant**

1965 - 1966  
**Blount Brothers Construction Corporation, Estimator/CPM Engineer**
CPM Engineer in charge of scheduling construction projects for the company. Estimator on Heavy/Engineering projects.

1963 Summer  
**Mid-South Constructors, Field Engineer**
Office Engineer on $4.5M project during summer school.

1960 - 1965  
**Alabama Highway Department, Engineer Trainee (Co-op Student Program)**
Training included Bridge Foundation Exploration, Bridge Inspection, Highway Design, ROW/Line Surveying and Layout, Inspection, and Pavement Testing - lab and on site.

PUBLICATIONS:

- Teaching tutorials, (3 hours each), for the annual A/E/C Systems (Architect/Engineer/Contractor) Conference and show for the past 20 years. Included topics on usage of computers for estimating, scheduling, cost control, project management, Internet applications and CADD in construction.
- "A New way To Look At Project Management Systems", *Constructor Magazine*, March 1999
- "AGC Members Test Project IRIS", *Constructor Magazine*, December 1997
- "The PC Revolution", *Constructor Magazine*, December 1986
- Various speaking engagements: AGC, AMP, ENR, IBM, CFMA, CONEXPO, World of Concrete, and CME Conferences; and to other construction related groups in Construction Scheduling, Cost Control, Estimating, and Information Systems.

PROFESSIONAL AND COMMUNITY ASSOCIATIONS:

- Greater Dallas Chamber of Commerce
  Member, Education and Work Force Development Task Force, 1999-2000
  Chairman, Transportation Task Force 1996-1997
  North Texas Regional Transportation Task Force, Member 1996, 1997
  Partners in Mobility, Steering Committee Member 1996, 1997

- Associated General Contractors of America (AGC)
  Director, National Board of Directors, 1984-1988
  National Chairman, Founder, Computer Information Systems Committee, 1984-1988
  National Chairman, Productivity Subcommittee, 1983-1984

- Associated General Contractors (Texas), Texas Building Branch
  Texas State Chairman, Electronic Plans Committee, 1993-1997, which created the AGC Connect! Electronic Plan Room, which is still used throughout the State of Texas.

- American Association of Cost Engineers (AACE), Certified Cost Engineer
  Director, Dallas Section, 1980
  President, Atlanta Section, 1978

- American Institute of Constructors (AIC), Constructor Member, Current
  Director, National Board of Directors, 1982-1985
  Director, Dallas Section, 1984
  President, Dallas Section, 1983

- American Arbitration Association, Panel Member

- Construction Information Executives (CIE)
  National Chairman, 1987-1988
  National Board of Directors, 1987-1990

- Texas A & M University, Professional Advisory Board, 1983-1986

- General Contractor of the Year; Texas Construction Trade Exposition, 1987

- Sigma Lambda Chi, Scholastic Honorary Fraternity

- Former Lay Pastor - Hillcrest Church, Dallas, Texas 1992-1994

- Dallas Urban League, Board Member, 1993-1994

TO Commissioners Court

FROM Space Utilization Committee
     Ed Bailey, Facility/Space Planner
     Facilities Management

SUBJECT Office Space For County Clerks Trust Section

BACKGROUND OF ISSUE

The County Clerk's Trust Section is currently housed in the support offices of the Visiting Judge's Courtroom located on the third floor of the Records Building Complex. Now that the Personnel Department has relocated to their new offices, space has become available which can be used to provide a permanent location for the Trust Section.

The purpose of this correspondence is to present to the Commissioners Court, the Space Utilization Committee's recommendation regarding this issue.

IMPACT ON OPERATION/OPTIONS/FINANCIAL

The County Clerks Trust section consist of five employees that occupy the Clerical, Jury Room and Judges Chambers of the Visiting Judges Courtroom on the third floor of the Records Building Annex. Staff recommends that this section be relocated to a portion of the old Personnel office (approximately 700 square feet). This will allow for 1) a permanent location for this operation and 2) return space back to the Visiting Judges Courts inventory, thus allowing this to become a full courtroom operation again for court expansion when required.

The County Clerk has requested that the space be renovated which includes gutting the area in order to accommodate modular furniture. The estimated costs associated are as follows:

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<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
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<td>Facilities Renovations</td>
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<tr>
<td>Construction Continency (10%)</td>
<td>995</td>
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<tr>
<td>Telephone and Computer Cabling</td>
<td>750</td>
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<tr>
<td>Modular Furniture</td>
<td>18,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$29,695</strong></td>
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</table>

The County Clerk has indicated that his office is willing to fund the modular furniture from the Records Management Preservation Fund. The Office of Budget and Evaluation advises that should this request be approved, funding for renovations and cabling ($11,695) will be required from Unallocated Reserves.

George L. Allen Sr. Courts Building
Dallas, Texas 75202
(214) 653-7175
RECOMMENDATION

The Space Utilization Committee recommends that the space be assigned to the County Clerk’s Trust Section as briefed and authorize Facilities Management to perform the renovations.

Attached please find floor plans

APPROVED BY:

---
Dan Savage, Assistant Administrator for Operations
attachment
xc  Earl Bullock, County Clerk

EB eb cty clk trust spc 3/5/01
March 13, 2001

TO
Commissioners Court

FROM
Space Utilization Committee
Ed Bailey, Facility/Space Planner
Facilities Management

SUBJECT
Public Defenders Request For Workroom At The George Allen Sr Courts Building

BACKGROUND OF ISSUE
The Public Defenders Office has requested workroom space in the George Allen Courts Building to be shared by their family attorneys who work exclusively in the building. The Department has indicated that they intend to use the space as a workroom similar to the arrangement that was approved for the Juvenile District Attorney's Office per Court Order No. 99-1714 dated September 14, 1999.

The purpose of this correspondence is to present to the Commissioners Court the Space Utilization Committee's recommendation regarding this issue.

IMPACT ON OPERATION/OPTIONS/FINANCIAL
The Public Defender has specifically requested one attorney workroom which if approved, will be shared by their family attorneys. They will use the office as a place to discuss cases, visit with clients, and return calls between court appearances. The office requested by the Public Defender is room 6126. This office is located on the sixth floor of the George Allen Courts Building (same floor as the Juvenile District Attorney workrooms). The District Court Administrator's Office has been notified of this request and indicates that there is currently no requirement by the Courts for this space.

Should this request be approved, furnishings (desk, chair, side chairs and file cabinet) can be provided through Surplus. The cost for one telephone with voice mail can be accomplished through the routine telephone request process. No renovations are required.

RECOMMENDATION
The Space Utilization Committee recommends that room 6126 on the sixth floor of the George Allen Sr Courthouse be assigned to the Public Defenders Office as an attorney workroom as briefed.

Attached please find floor plans.

APPROVED BY:

Dan Savage, Assistant Administrator for Operations

xc Jane Roden, Chief Public Defender
EB eb pd workrm spc ga 3/13/01

George L. Allen Sr. Courts Building
Dallas, Texas 75202 (214) 653-7175
Juvenile DA
Attorney Workrooms

Public Defender-Requested
Attorney Workroom (6126)
March 13, 2001

MEMORANDUM

TO: The Honorable Commissioners Court

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

SUBJECT: Contract Extension
          InterLATA Long Distance Service for Inmate and Coin Telephone Services
          RFP 97-077

BACKGROUND

The above referenced contract was awarded by the Commissioners Court on April 1, 1997 by Court Order No. 97-609 to MCI Telecommunications Corp. for an initial three year period beginning April 1, 1997 through March 31, 2000. The contract was extended for the first of two additional one year options on March 7, 2000 by Court Order 2000-497 for the period April 1, 2000 through March 31, 2001. This briefing is to request the second and final contract extension option beginning April 1, 2001 through March 31, 2002.

Under the terms of the contract, MCI pays Dallas County a 51% commission on gross billed revenue on interLATA calls placed from County inmate and coin phones. In comparison to other counties in the state, Dallas County is currently receiving the best contract rate. Comparison rates for some of the counties are as follows:

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<th>COMMISSION</th>
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<tr>
<td>Harris</td>
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<td>Collin</td>
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<td>Tarrant</td>
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FINANCIAL IMPACT

Based on the 51% commission paid by MCI, the following revenue has been generated over the initial four year period:
RECOMMENDATION

Dallas County is receiving the highest percentage revenue paid for this type of contract in the state. This is the final extension option offered under this contract. MCI has agreed to extend the contract at the same commission rate of 51%. A current EEO1 form is attached for your review.

As a result, the Purchasing Department in conjunction with Communications and Central Services recommend that RFP No. 97-077 for InterLATA Long Distance Services for Inmate and Coin Telephone Service with MCI Telecommunications Corp. be extended for the final period beginning April 1, 2001 through March 31, 2002.

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

RECOMMENDED FOR APPROVAL

John Cantrell, Purchasing Director

/sr
March 6, 2001

Shirley Rapp
Dallas County Purchasing
509 Main
Room 623
Dallas, Texas 75202

REF: Agreement to Renew Contract resulting from InterLATA Long Distance Service for Inmate/Coin Telephone Services No. 97-077 ("RFP")

Dear Ms. Rapp,

Please accept this letter as notification of WorldCom's agreement to renew our existing contract to provide InterLATA Long Distance Services for Inmate/Coin Telephone Services to Dallas County. This contract is a result of WorldCom response to and award of the County RFP No. 97-077 requesting these services. WorldCom will abide by all the same terms and conditions of the existing agreement through this final option year.

Please give me a call if you have any questions or need further information.

Sincerely,

Keith R. Eismann
Regional Manager, WorldCom
Government Markets
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Signature and Date: [Signature] 3/7/21
DALLAS COUNTY
PURCHASING DEPARTMENT

March 13, 2001

TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Annual Contract for Security Service, Bid #2000-121-421

Background/Issue
On April 1, 2000, the Commissioners Court awarded the aforementioned contract to Accu-Guard, Inc. for the period of April 21, 2000 through April 20, 2001. The contract provides armed/unarmed security personnel to assist county security officers in the monitoring of incoming personnel at various security screening points and provide relief support to county officers. In accordance with contract terms and upon mutual agreement, the contract may be extended for a twelve month period based on the existing terms, conditions and pricing set forth. As a result of Accu-Guard's compliance with contract terms and conditions, the County Security Department requests that the County exercise the twelve month extension option contained within Bid #2000-121-421

Accu-Guard, Inc. has agreed to extend the contract in accordance with the existing terms, conditions and pricing set forth in Bid #2000-121-421 (see attached).

Accu-Guard's pricing reflects a cost savings of approximately 3.6% - 15.3% when compared to the remaining responding bidders. In addition, the prior year's contract (Bid #98-097) reflects an increase in hourly rates of $0.29/hour/person for unarmed and $0.58/hour/person for armed officers when compared to the current contract prices. As a result, it is recommended that the county extend the current contract at the set forth rates rather than risk the potential for additional costs for this service due to economic market increases.

Financial Impact
To date, audit records indicate that Dallas County has expended approximately $615,690.00 for security services associated with this contract.

Recommendation
As a result of Accu-Guard's compliance with contract requirements and in accordance with the terms and conditions set forth in Bid #2000-121-421, the Purchasing and Security Departments recommend that the contract for security service as awarded to Accu-Guard, Inc. be extended for an additional twelve month period based on the existing terms, conditions and pricing set forth and awarded, effective April 21, 2001 through April 20, 2002 at an estimated reduced annual cost of $700,000.00.

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

Recommended for Approval by:

[Signature]
John J. Cantwell, Purchasing Director

e: Chris Thompson, Director Central Services
   Brian Davis, Chief of Security
February 14, 2001

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

Dear Ms. Boles,

RE: CONTRACT FOR SECURITY BID, #2000-121-421

Please be advised that Accu-Guard, Inc. is agreeable to the extension of the aforementioned contract for an additional twelve month period based on the terms, conditions and pricing set forth in the above referenced bid.

I have enclosed a copy of an updated EE01 form as requested. If you have any questions, please contact me at 214.637.6410, ext. 25. We look forward to providing service to Dallas County in the up-coming year.

Sincerely,

Robert J. Kenney
President & CEO

Enclosure (1)

cc: Kim Todd
    Dan Church
    File
### VENDOR STATISTICAL REPORT

Permanent Full-Time Employment

**COM**

**ADDR**

**TELEPHONE:** 214-637-0410

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| TOTAL                      | 51    | 63    | 15       |                 |               |             | 0     |

**CHECK ONE:**

- Minority-Owned Firm Certification #
- Women-Owned Firm Certification #
- Non-Minority Owned Firm

**Signature:** [Signature]

**Typed Name and Title:** Dan Church H/R Mgr.
DATE: January 25, 2001

TO: Brian Davis, Chief of Security

FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Security Service, Solicitation #2000-121-421

The aforementioned contract, as awarded to AccuGuard, Inc. is due to expire on 4/20/01. As the Contract Manager, please update all estimated quantities and make any revisions to the terms, conditions and/or general requirements.

Please return this form (signed) and all revisions to the contract to the Purchasing Department no later than February 16, 2001.

REPLY: Upon review of Solicitation #2000-121-421 (Check One)

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

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

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

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

Additional Comments: __________________________________________________________

__________________________________________________________

Signature of Contract Manager:

   Brian Davis
DALLAS COUNTY
PURCHASING DEPARTMENT

March 13, 2001

TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Annual Contract for Window Washing, Bid #99-073

Background/Issue
On April 13, 2000 the Commissioners Court authorized a twelve month extension to the aforementioned contract as awarded to Highrise Windows, Inc. for the period of April 13, 2000 through April 12, 2001. The contract provides window washing services to various (multiple and single story) county buildings located throughout Dallas County based on a cost per building rate. In accordance with contract terms and upon mutual agreement, the contract may be extended for a final additional twelve month period based on the existing terms, conditions and pricing set forth and awarded. As a result of Highrise Windows’ compliance with contract specifications, the Facilities Management Department requests that the County exercise the twelve month extension option contained within Bid #99-073 as awarded to the respective vendor.

Highrise Windows, Inc. has agreed to extend Bid #99-073 in accordance with the existing terms, conditions and pricing set forth and awarded. (see attach.).

The proposal submitted by Highrise Windows, Inc. reflects an average savings of between 3.6-52.5% when compared to the remaining bidder’s proposals. Historically, Dallas County has experienced increases in window washing services due to re-solicitation of these contracts. Therefore, the extension is recommended.

Financial Impact
Dallas County incurs annual expenditures totaling approximately $26,270.00 for window washing services as outlined in Bid #99-073.

Recommendation
In accordance with the terms and conditions set forth in Bid #99-073, the Purchasing and Facilities Management Departments recommend that the window washing contract as awarded to Highrise Windows, Inc. be extended for an additional twelve month period based on the existing terms, conditions and pricing set forth and awarded, effective April 13, 2001 through April 12, 2002 at an estimated annual cost of $26,270.00.

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

Recommended for Approval by:

[Signature]
John J. Cantwell, Purchasing Director

C: Jim Barrett, Assistant Director of Facilities
February 19, 2001

Ms. Linda Boles  
Contract Analyst  
Dallas County Purchasing Department  
613 Records Building, 6th Floor  
Dallas, Texas 75202

Dear Ms. Boles:

Highrise Windows, Inc. agrees to extend for an additional twelve month period the contract for Bid # 99-073 which is due to expire on April 12, 2001. We will maintain the same prices for all services we currently provide. Enclosed please find an updated EEO1 form.

If you have any questions or are in need of additional information, please do not hesitate to contact me.

Sincerely,

Linda Amodeo  
Vice President
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<td>TOTAL</td>
<td>1</td>
<td></td>
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</tbody>
</table>

|                                | FEMALE      |       |          |          |          |          |       |
|                                |             |       |          |          |          |          |       |
| OFFICIALS AND MANAGERS         |             |       |          |          |          |          |       |
| PROFESSIONALS                  |             |       |          |          |          |          |       |
| TECHNICIANS                    |             |       |          |          |          |          |       |
| SALES WORKERS                  |             |       |          |          |          |          |       |
| OFFICE AND CLERICAL            |             |       |          |          |          |          |       |
| CRAFT WORKERS (SKILLED)        |             |       |          |          |          |          |       |
| OPERATIVES (SEMI-SKILLED)      |             |       |          |          |          |          |       |
| LABORERS (UNSKILLED)           |             |       |          |          |          |          |       |
| SERVICE WORKERS                |             |       |          |          |          |          |       |
| TOTAL                          | 5           |       |          |          |          |          |       |

**TOTAL**

**CHECK ONE:**

- Minority-Owned Firm Certification #
- Women-Owned Firm Certification #
- Non-Minority Owned Firm

**Typed Name and Title:**

Linda Amoreo
Vice President
DATE: December 18, 2000

TO: Mack Richardson, Fac. Mgt.
FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Window Washing Bid #99-073

The aforementioned contract, as awarded to Highrise Windows, Inc. is to expire on 4/12/01. As the Contract Manager, the specifications are attached for your review. Please update all estimated quantities and make any revisions to the terms, conditions and/or general requirements.

Please return this form (signed) and all revisions to the contract to the Purchasing Department no later than January 12, 2001.

REPLY: Upon review of Solicitation # 99-073: (Check one)

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

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

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

________________________________________________________________________

________________________________________________________________________

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

Additional Comments: ________________________________

________________________________________________________________________

Signature of Contract Manager: ________________________________

613 Records Bldg., 6th Floor
Dallas, Texas 75202
(214) 653-7431
March 13, 2001

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Maintenance Service on Various Simplex Fire Alarm Systems, Bid #2000-107-401

Background/Issue

On April 18, 2000, the Commissioners Court awarded the aforementioned contract to Simplex Time Recorder Co., for the period of April 18, 2000 through April 17, 2001. The contract provides the maintenance service to specified Simplex fire alarm systems located in various county facilities. The terms and conditions of Bid #2000-107-401 permit the contract to be extended for an additional twelve-month period. As a result of Simplex Time Recorder’s compliance with contract terms and conditions, the Facilities Management Department requests that Dallas County exercise the twelve-month extension option contained within Bid #2000-107-401.

Simplex Time Recorder Co. has agreed to extend Bid #2000-107-401 for an additional twelve month period based on the existing terms, conditions and pricing set forth and awarded. The fire alarm systems listed in Bid #2000-107-401 were manufactured and installed by Simplex Corporation. As a result, Simplex is the only firm that possesses proprietary replacement parts and the expertise to perform and guarantee maintenance on the highly computerized fire alarm systems. Independent fire alarm companies have stated that they may be able to service the less computerized Simplex systems. However, because the parts must be ordered through Simplex Corp., they could not guarantee immediate servicing and availability of replacement parts. In addition, due to the "mark-up" placed on the parts by Simplex, the independent companies felt they could not be as competitive in their yearly maintenance costs.

Financial Impact

Dallas County expends approximately $28,584.00 per year for maintenance services for the fire alarm systems covered under this contract.

Recommendation

As a result of Simplex Time Recorder Company’s compliance with contract requirements, the Purchasing and Facilities Management Departments recommend that Bid #2000-107-401 be extended for an additional twelve month period, effective April 18, 2001 through April 17, 2002.

Should the Court concur with this recommendation, a Court Order will be scheduled on the March 20, 2001 Formal Agenda.

Recommended for Approval by:

John J. Carroll, Purchasing Director
March 1, 2001

Ms. Linda Boles, Contract Analyst
Dallas County Purchasing Department
509 Main Street, # 613
Dallas, Texas 75202

Subject: Request for continuation of Bid No. 2000-107-01 Annual Contract

Dear Ms. Boles:

I have received your request on behalf of Dallas County to extend the annual service contract under the aforementioned bid no. 97-107 for another year. Dallas County has been and will continue to be one of our preferred customers and we look forward to being of service in the upcoming year. We will be pleased to extend the contract for an additional year.

If you should have questions or require further assistance please contact me at 972-621-1900. As always, the Simplex Grinnell staff and I look forward to being of assistance to you and your organization.

Regards,

Matt Bashore
Branch Service Manager
<table>
<thead>
<tr>
<th></th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
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<td>OFFICE AND CLERICAL</td>
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<tr>
<td>CRAFT WORKERS (SKILLED)</td>
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<tr>
<td>OPERATIVES (SEMI-SKILLED)</td>
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<td></td>
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<td>LABORERS (UNSKILLED)</td>
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<td></td>
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<td>TOTAL</td>
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</tr>
<tr>
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</tr>
</tbody>
</table>

CHECK ONE: Minority-Owned Firm Certification #

Women-Owned Firm Certification #

√ Non-Minority Owned Firm

Signature: Elizabeth A. Pechel

Title: Office Sup.
DATE: January 25, 2001

TO: Mack Richardson, Fac. Mgt.
FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Maintenance on Simplex Fire Alarm Systems, Bid #2001-107-401

The aforementioned contract, as awarded to Simplex Time Recorder is due to expire on 4/17/01. As the Contract Manager, please update all estimated quantities and make any revisions to the terms, conditions and/or general requirements.

Please return this form (signed) and all revisions to the contract to the Purchasing Department no later than February 16, 2001.

REPLY: Upon review of Solicitation #2001-107-401 (Check One)

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

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

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


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

Additional Comments:

Signature of Contract Manager:

/Mack Richardson/ 02/21/01
TO: The Honorable Commissioners Court
FROM: Gloria McCulloch-Webb, Purchasing Analyst
SUBJECT: Request for Proposals for Third Party Claims Administration Services for Dallas County Self-Insured Workers Compensation Program

BACKGROUND/ISSUE

A request for proposal has been written seeking solicitations from qualified firms, individuals, and/or organizations to provide Third Party Claims Administration Services for Dallas County Self-Insured Workers Compensation Program. The specifications, evaluation criteria and points were developed based on information obtained from the Dallas County Personnel Civil Service Department.

The evaluation criteria and point assignments are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Capabilities, Proven Skills and Technical Competence</td>
<td>20</td>
</tr>
<tr>
<td>Quality and Completeness of Proposal</td>
<td>10</td>
</tr>
<tr>
<td>Experience and Reference with other Governmental agencies or companies for providing this type service</td>
<td>10</td>
</tr>
<tr>
<td>Management Plan, Claim Service Standard</td>
<td>15</td>
</tr>
<tr>
<td>Philosophy and Credentials of Management Staff</td>
<td>15</td>
</tr>
<tr>
<td>Cost of Services</td>
<td>30</td>
</tr>
<tr>
<td>Minority/Women Business Participation</td>
<td>15</td>
</tr>
</tbody>
</table>

The proposals will be evaluated and scored by representatives from the Personnel, Sheriff, Juvenile, and Auditor. The Purchasing Department will serve as the facilitator. After which, the committee will submit a recommendation for award to the Commissioners Court.

RECOMMENDATION

It is the recommendation of the Purchasing Department that the Commissioners Court approve the attached Third Party Claims Administration Services for Dallas County Self-Insured Workers Compensation Program and authorize the Purchasing Department to advertise solicitations beginning March 19, 2001.

Should the Court concur with this recommendation the Third Party Claims Administration Services for Dallas County Self-Insured Workers Compensation Program will be solicited based on this briefing document.

Approved By: John J. Cantwell, Director of Purchasing

cc: Mattye Mauldin-Taylor, Personnel/Civil Service Director
Jim Gresham, Personnel/Civil Risk Manager

509 Main St. (Records Bldg.) 6th. Floor, Room 623

Dallas, Texas 75202 (214) 653-7431
February 21, 2001

To: Commissioners Court

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

Subject: Request to Hire above Maximum In-hire

Background
Virginia Porter, County Auditor, requests authorization to compensate a potential candidate for the position of Accounting Clerk III, grade 08, at employee's current salary (in another organization) of $14.5615 per hour. This is above the maximum in-hire of $12.84 per hour. The applicant presently works for Dallas County Community Supervision and Corrections Department (DCCSCD).

In accordance with policy (A.5.23), the Personnel/Civil Service Department can only approve starting salaries up to the maximum in-hire rate or (-4%). Salary requests above maximum in-hire (greater than -4%) must be approved by Commissioners Court.

The applicant is not requesting a salary increase – only that she maintain her current salary upon employment with the Auditor's Office. The applicant has over thirteen (13) years of experience with CSC working directly with Dallas County Auditors Office, Payroll Division, working with payroll issues. Therefore, she is familiar with the Payroll process, including the processing of court orders, terminations, position control, accruals, etc. and will require very little training and/or indoctrination. This applicant will be replacing a nine (9) year payroll employee.

The Auditor's Office has received and reviewed a variety of applications. However, no applicant listed payroll experience in their qualifications. Therefore, these applicants did not meet the immediate hiring needs of the Auditor's Office.

A review of CSC's salary schedule by the Personnel/Civil Service Department indicates that the potential applicant's current grade, salary and salary range are comparable to our grade 08 salary range.

Impact on Operations
The Auditor's Office, Payroll Division, has the potential of having three (3) openings within the next sixty (60) days: 1) the current vacant position, 2) reinstatement of a former position (on briefing), and 3) an additional opening (grade 08) created from a potential retirement at the end of April. Therefore, a seasoned applicant familiar with County processes would lessen the impact the division will have as a result of these vacancies, as well as decrease training time required of this employee.

Financial Impact
The maximum in-hire for an Accounting Clerk III, grade 08, is $26,712 annually. The additional financial impact would be $5,000, including FICA and Retirement. Funds will be paid from the departmental budget.
Recommendation:
The Personnel/Civil Service Department can only approve starting salaries up to the maximum in-hire rate or (−4%). Salary requests above maximum in-hire (greater than −4%) must be approved by Commissioners Court. Therefore, the Personnel/Civil Service Department respectfully submits the Auditor’s request to Commissioner Court for consideration in accordance with policy.

Recommended by:

[Signature]
Mattye Mauldin-Taylor, Ph.D.
Director of Personnel/Civil Service
March 7, 2001

To: Members of the Commissioners Court

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

Subject: 2001 Dallas County Job Fair

Background
In an effort to attract an increased number of qualified applicants to Dallas County, the Personnel/Civil Service Department has scheduled a job fair to be held on Saturday, April 7, 2001 at the Renaissance Hotel, from 9:00am to 12:00pm. During the job fair, hiring departments will be afforded an opportunity to conduct on-site preliminary interviews for their clerical and trade/technical openings. Information regarding the job fair will be disseminated utilizing a variety of recruiting sources, such as community groups, organizations, associations, newspapers, local radio stations, and the Dallas County website. We project 500 participants and anticipate filling approximately 50 positions over the next 45-60 days.

Impact On Operations
The job fair will assist hiring departments in filling their current job vacancies timely, thereby increasing the overall efficiency and effectiveness of their operations.

Financial Impact
The financial impact for the job fair will be approximately $3,100 (Hotel - $1,000 + Promotional items - $100 - Advertising - $2,000). The costs for the hotel and promotional items will be paid from fund number 04010 (Business Travel) and from fund number 02011 (Classified Advertising) for advertising.

Legal Review
The Civil Section of the District Attorney’s Office has reviewed the attached hotel contract.

Recommendation
The Personnel/Civil Service Department recommends the Commissioners Court approve (1) the proposed 2001 Dallas County Job Fair plan; (2) allow the County Judge to sign the contract on the County’s behalf (Attachment A) and (3) the utilization funds from the Personnel/Civil Service Budget line items 04010 and 02011.

Recommended By:

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

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

equal opportunity employer
The following represents an agreement between the Renaissance Dallas Hotel and Dallas County Offices. This agreement outlines specific conditions and services to be provided.

**DESCRIPTION OF GROUP AND EVENT:**

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Dallas County Offices</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF EVENT:</td>
<td>Dallas County Job Fair</td>
</tr>
<tr>
<td>CONTACT:</td>
<td>Mattye Mauldin - Taylor</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>509 Main Street</td>
</tr>
<tr>
<td></td>
<td>Dallas, TX 75202</td>
</tr>
<tr>
<td>PHONE / FAX NUMBER:</td>
<td>214-653-6515 / 214-653-6515</td>
</tr>
</tbody>
</table>

**FUNCTION AGENDA**

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Setup</th>
<th>Guar</th>
<th>Room Rental</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/7/2001</td>
<td>9:00 AM</td>
<td>12:00 PM</td>
<td>Special</td>
<td>200</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>4/7/2001</td>
<td>9:30 AM</td>
<td>12:00 PM</td>
<td>Special</td>
<td>10</td>
<td>Waived</td>
</tr>
</tbody>
</table>

**SLEEPING ROOM COMMITMENT**

**THERE WERE NO ROOMS REQUESTED AT THE TIME OF SIGNING CONTRACT.**

**FOOD AND BEVERAGE**

**THERE WAS NO FOOD OR BEVERAGE REQUESTED AT THE TIME OF SIGNING CONTRACT.**

All prices quoted above are exclusive of 20% service charge and 8.25% sales tax.

Hotel's liquor license requires that Hotel employees only dispense alcoholic beverages. Alcoholic Service may be denied to those guests who appear to be intoxicated or under age.

**ADDITIONAL ARRANGEMENTS**

Your Event Manager will coordinate any additional arrangements you may be considering for entertainment, theme décor, photography, floral needs, etc.
PARKING

The Hotel provides complimentary self-parking and valet parking. This service is available only on a first come first serve basis. The current charges for valet parking are $5.00 per day and $9.00 for overnight parking. Valet Parking is provided at the hotel on a space available basis.

ADVANCE DEPOSIT

An advance deposit in the amount of $250.00 is due with your signed contract on Tuesday, March 6, 2001. This deposit is non-refundable and will be credited toward your final statement. Final Charges will be Direct Billed.

CANCELLATION

If the Event cancels or moves to another city or facility, such decision would constitute a breach of its obligation to the Hotel and Hotel would be harmed. Should the Event not be held at the Hotel or it is canceled Dallas County Offices, will pay Hotel as liquidated damages within thirty (30) days after written notification to Hotel of the transfer or cancellation as follows:

<table>
<thead>
<tr>
<th>IF GROUP SHOULD CANCEL</th>
<th>THE FOLLOWING AMOUNT WILL BE OWED TO THE RENAISSANCE DALLAS HOTEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before April 7, 2001</td>
<td>$750.00 Plus Deposit</td>
</tr>
</tbody>
</table>

Hotel agrees that after receipt of such amounts it will not seek additional damages.

IMPOSSIBILITY

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. The agreement may be terminated only for any of the above reasons by written notice from either Hotel or to the other.

CHANGES, ADDITIONS, MODIFICATIONS

All changes, additions, deletions, or stipulations including corrective lining out by either the Hotel or Dallas County Offices will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

GUARANTEE OF ATTENDANCE

In order to ensure the success of your function, the Catering office must be notified of the exact number of guests three business days prior to your function on Wednesday, April 4, 2001. This guaranteed number is not subject to reduction. If the guarantee is not confirmed three business days in advance, the expected count will be considered the guarantee. Final charges will be based on the guarantee or actual attendance whichever is greater. The minimum guarantee may be no less than 90% of the expected number.

For parties of more than 100 guests, we will have seating for an additional 3% beyond the guaranteed number. For parties of less than 100 guests, we will have seating for 5% beyond the guaranteed number. The hotel cannot be held responsible for service in excess of the guaranteed number.

Room assignments are made by the hotel staff to accommodate the expected attendance. The Hotel reserves the right to reassign space if attendance changes from the expected count or as deemed necessary. Floor plans are available upon request. If there is to be assigned seating, please submit your completed seating diagrams at least (3) business days prior to your event.
PRICES AND BILLING

1. Food, Beverage and Audio Visual prices will be subject to 20% Service Charge and 8.25% Sales Tax.

2. Payment must be made in advance unless credit has been established with the Hotel's Accounting Department at least two weeks prior to the event. Payment in full is required 30 days after the receipt of the bill. Cash, Check or Credit Card must be used as payment for functions projecting less than $2,500.00 in total revenue.

3. In some cases, non-refundable advance deposits are required to confirm a function on a definite basis. Specific requirements will be indicated in your contract.

4. Full charges will apply if a meal function is canceled within three business days of the scheduled event unless otherwise noted in your contract.

5. Meal prices are based upon groups of 25 people minimum. A $75.00 service fee will be assessed if less than 25 people are guaranteed.

AUDIO VISUAL

A complete line of Audio Visual equipment is available on premises through Renaissance Visual Presentations. Renaissance reserves the right to assess a service charge equal to 50% of the projected revenue on Audio Visual equipment not supplied by Renaissance Visual Presentations.

SHIPPING AND RECEIVING

Materials shipped to the hotel may not be received more than three business days prior to the start date of your event. All materials must have the name of your hotel representative, your on-site event contact, and your company or event name and date(s) of your event clearly marked on the exterior of the package(s). There is a $5.00 per box handling fee. The hotel is not responsible for the materials or equipment left in the function rooms.

DECORATIONS AND EXHIBITS

All decorations, exhibit layouts and electrical requirements must meet the approval of the Dallas Fire Department and the Renaissance Dallas Hotel. The hotel will not permit the affixing of anything to the walls, floor or ceiling of rooms with nails, staples, tape or any other substance unless approval is given by this office. No signs, banners or decorations may be utilized without prior approval from your hotel representative. We will be happy to help you enhance your event with decorations, theme props and entertainment.

ACCEPTANCE

Please sign and return a copy of this Agreement by Tuesday, March 6, 2001. This agreement will constitute a binding contract between the parties. The individuals signing, below represent that each is authorized to bind his or her party to the Agreement. If this Agreement is not received by the date above, all rooms and space referred to herein will be released, and neither party will have any further obligations under this Agreement.

The Hotel and Dallas County Offices have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>HOTEL: Renaissance Dallas Hotel</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME:</td>
<td>NAME: Vickie Miller</td>
</tr>
<tr>
<td>TITLE:</td>
<td>TITLE: Catering Sales Manager</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>DATE:</td>
<td>DATE: February 23, 2001</td>
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</tbody>
</table>
March 7, 2001

MEMORANDUM

TO: Commissioners Court
FROM: Cris Gilbert
ADR Coordinator/Assistant to District Court Administrator
THRU: Judge Gary Hall
68th Civil District Court

SUBJECT: Furnishing Mediation Rooms- George Allen Courts Building

BACKGROUND

Funds where obtained by donations from insurance companies in 1988, through the 68th Civil District Court and placed in a Dispute Mediation Fund 00532. Judge Gary Hall, district judge for the 68th Civil District Court will be using these funds to furnish, paint and carpet three mediation rooms on the 3rd floor for the 68th and 14th District Courts; and 7th floor Alternate Dispute Resolution office in the George Allen Courts Building.

The mediation rooms will be used to accommodate on-site mediations ordered by the Civil District and Family Courts.

The Alternate Dispute Resolution office acquired three rooms on the 7th floor from Family Court Services and has been conducting on-site mediations for the family courts on a weekly basis as rooms are available. The ADR Office would like to expand the on-site mediation to the county and district courts as well.

IMPACT ON OPERATIONS AND MAINTENANCE

Funds for painting the mediation rooms will be secured through donations. A county work order will be submitted for the painting. Carpet for the three room will come from county supply and be funded by the Dispute Mediation Fund 00532. Furniture will be purchased through the county purchasing department and Fund 00532.
LEGAL INFORMATION

NONE

FINANCIAL IMPACT/CONSIDERATIONS

The 68th Civil District Court is requesting access to the Dispute Mediation Fund to purchase:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Cost</th>
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<tbody>
<tr>
<td>20 Model 2324 chairs</td>
<td>20</td>
<td>$3,412.60</td>
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<tr>
<td>18 Model 2304 chairs</td>
<td>18</td>
<td>$2,398.32</td>
</tr>
<tr>
<td>3 Model RXB48 48&quot; round tables (3rd floor)</td>
<td>3</td>
<td>$586.68</td>
</tr>
<tr>
<td>3 Model RXB42 42&quot; round tables (7th floor)</td>
<td>3</td>
<td>$550.60</td>
</tr>
<tr>
<td>Carpet for 6 rooms</td>
<td>97 sq. yds x 16.50</td>
<td>1600.50</td>
</tr>
</tbody>
</table>

TOTAL $8548.70

The total amount currently in Fund 00532 is 11,276.41, (the principal of which was donated).

PROJECT SCHEDULE

The on-site mediation program has been conducted on a limited basis weekly since 1999, due to limited space. Once these mediation rooms become available, more mediations will be scheduled. Family Court Services will be moving on Friday, March 9th.
<table>
<thead>
<tr>
<th>Fund</th>
<th>Account No.</th>
<th>Reference</th>
<th>Account Description</th>
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<th>Outstanding Encumbrance</th>
<th>Payment to Date</th>
<th>Available Balance</th>
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<td>156 103 7</td>
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<td>156 213 7</td>
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<td>156 403 7</td>
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<td></td>
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<tr>
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**CATEGORY TOTAL**

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**DEPARTMENT TOTAL**

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**TOTAL CHARGES**

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MEMORANDUM

TO: Commissioners Court

THROUGH: Kenneth A. Mayfield, Commissioner, District No. 4

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

SUBJECT: Resale of Property by Irving ISD, Cause No. 97-40759-TD
222 E. Shady Grove, Grand Prairie, Texas, DCAD Account No. 60245500000630000

BACKGROUND OF ISSUE

The subject property was offered for sale by the Sheriff of Dallas County, Texas, at public auction and was struck off to the Irving Independent School District at the May 1998 Sheriff’s Sale for non payment of ad valorem taxes. The Irving ISD holds the property in trust for all the taxing jurisdictions party to the judgment, e.g., Irving ISD, City of Grand Prairie and County of Dallas, pursuant to Section 34.01(c) Property Tax Code.

The Irving I.S.D. is requestingDallas County’s consent to accept an unsolicited offer from Tyler Consulting Group in the amount of $4,000.00 pursuant to Section 34.05(i) of the Tax Code. Irving ISD has advertised this property for resale via a sealed bid procedure at least twice before. The property is an unimproved vacant lot 65 feet wide by 200 feet long. Since title to these properties are jointly vested in the name of the Irving ISD, City of Grand Prairie and Dallas County, the approval of each of the taxing units is required by law. The Irving I.S.D. is requesting that Dallas County authorize the Irving I.S.D., as Trustee, to act on behalf of the County of Dallas in the sale and execution of a Quitclaim Deed of the subject property conveying for the purchaser the right, title, and interest acquired or held by the County of Dallas as a party to the tax judgment. The City of Grand Prairie has already consented to the sale.

IMPACT ON OPERATIONS AND MAINTENANCE

Currently this property is tax exempt. Acceptance of this offer will return the property to the tax rolls thereby increasing tax revenue.

LEGAL INFORMATION

The Tax Code, Section 34.05, Resale by Taxing Units, allows the taxing unit that purchased the property to sell the property at a private sale for an amount less than either the aggregate amount of the judgments against the property or the market value of the property as stated in the judgment of foreclosure with the consent of each taxing unit entitled to receive proceeds of the sale under the judgment. The sale is also in compliance with the Dallas County Tax Foreclosure Resale Policy adopted by the Commissioners Court via Court Order No. 2000-396.
FINANCIAL IMPACT/CONSIDERATIONS

The unsolicited offer of $4,000.00 is $357.74 less than the judgment amount of $4,357.74. The property is valued on the 2000 tax roll for $10,000.00.

Since the proceeds are not sufficient to pay the costs, taxes, penalties, and interest due all participants in the sale, each participant is entitled to a share of the proceeds after payment of all costs and expenses of court and sale in an amount equal to the proportion its taxes, penalties, and interest bear to the total amount of taxes, penalties, and interest due all participants in the sale.

PERFORMANCE MEASURES IMPACT

No impact.

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court: (1) consent to the sale of the unsolicited offer received by the Irving ISD in the amount of $4,000.00 from Tyler Consulting Group on the tax foreclosed property located at 225 E. Shady Grove, Grand Prairie, even if the offer tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgments against the property, and (2) authorize the Irving ISD, as Trustee, to act on behalf of the County of Dallas, the Dallas County Community College District, the Parkland Hospital District and the Dallas County School Equalization Fund in the sale and execution of a Quitclaim Deed of said tax foreclosure property.

If the Commissioners Court concurs, a court order authorizing the above actions will be placed on the next regular agenda.

APPROVED BY:

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

Attachments

cc: DeMetris Sampson, LHGBGPS
    David Childs, Tax Assessor/Collector
February 20, 2001

Dallas County
Administration Building
411 Elm Street
3rd Floor
Dallas, Texas 75202
ATTN: Pam Easterling

The Irving ISD has an offer on the property located at 222 E Shady Grove, Grand Prairie, Texas, Account #6024550000630000. The legal description is Whittle Lot 63. This property was struck off to us at sheriff sale in 1998. The market value on this property is $10,000 and taxes owed to Irving ISD, Dallas County, and the City of Grand Prairie are $7,146.77. The offer we received is $4,000. We have approval from the City of Grand Prairie and are seeking approval from Dallas County at this time to sell at a lesser amount. We would like to get this property back on the tax rolls.

If you have any questions, please contact me.

Thank you,

Lisa Freeman
Director of Taxation
MEMORANDUM:

TO: Commissioners Court

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

SUBJECT: Rationale for Same Date Briefing and Court Order

The Public Works Property Division Staff and Contract Land Staff, Inc. have negotiated Work Order fees for appraisal services on the Los Colinas Blvd., MCIP Project 10701.

In order to avoid delay in the Contractor's completion time schedule, the Court Order authorizing the Work Order has been placed on today's Formal Agenda.

Donald R. Holzwarth, P.E.
Director of Public Works
March 7, 2001

TO: Commissioners Court

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

SUBJECT: Las Colinas Blvd., MCIP Project 10701
(Colwell to Lake Carolyn Pkwy.)
Work Order No. 9

Background of Issue:

The MCIP included funding for the Dallas County participation on the extension of Las Colinas Boulevard from Colwell to Lake Carolyn Pkwy. Las Colinas Boulevard is located in the City of Irving and Road and Bridge District No. 1. The County’s contribution includes a $2,000,000.00 cash payment in Program Years 2006 and 2007. Additionally, Dallas County participation includes credit equivalent to the exchange of a Dallas County owned tract of land, approximately 0.67 acre located at Royal Lane and MacArthur Boulevard for right of way required for the alignment of Las Colinas Boulevard Project.

Several project coordination meetings have been held with the City of Irving, which has the project management role, to accelerate the ROW component of this project. Several options are being evaluated to ascertain the best course of action to advance the project.

Legal Information:

The next step in the process is to appraise the County’s tract to establish its Fair Market Value. Section 263.006 of the Local Government Code specifies that any county owned land to be sold or exchanged requires an appraisal to establish its Fair Market Value.

Financial Impact:

A reasonable appraisal service fee has been negotiated with Contract Land Staff, Inc. (CLS) to perform an appraisal of the County’s 0.67 acre tract. The fee in the amount of $3,000.00 is to be funded from Fund 196, Project 10701.
Performance Measures Impact:
N/A

Project Schedule:
The CLS has submitted a completion time schedule of three weeks from the written notice to proceed.

Recommendation:
The Director of Public Works has reviewed the fee and the time schedule submitted by CLS and recommends that the County Judge be authorized to execute Work Order No. 9 awarding the contract to Contract Land Staff, Inc. in the amount of $3,000.00 to prepare the appraisal of County owned 0.67 acre property at Royal Lane and MacArthur Boulevard.

Due to time constraints a Court Order has been placed on the today’s formal agenda authorizing this matter.

APPROVED BY:

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

SC:ed
Selas 2001-01 CLS Brief Las Colinas

Attachment
BACKGROUND

On November 21, 2000, the Commissioners Court was briefed by Personnel on the revised Employment/Hiring policy. The policy which was briefed was later revised by Personnel, and this revision was sent out for a 30 day comment period on December 18, 2000. Specific comments from departments were sent to the Personnel Department for consideration. Attachment A-1 presents Personnel’s response to the comments and suggested policy modifications. Attachment A-2 is the version of the policy which was sent out for comment. Attachments B-1 and B-2 are the comments received.

COMMENTS

1. 5.04 Request to Post. “Job requisition form must be submitted by 4:30 p.m. each Tuesday.” This means that a position vacant on Wednesday will be submitted for posting the next Tuesday and will not be posted until the following Monday. The position must be posted for a minimum of 5 days. This policy results in the position remaining vacant for potentially 20 days. Is there not a way to shorten this time? (B-1)

   Response: Personnel has revised the policy to expedite the process as much as possible at this time. They recommend utilization of electronic resources and online forms to speed up vacancy notification.

2. 5.05 C. Recruiting Strategy. “Applicants should not apply directly to the Hiring Department.” This department receives many applications and resumes directly through our recruitment efforts as well as through our own employees. We have no problem forwarding these to personnel for qualification and input to the data base. Also in our outlying locations such as Juvenile, North & East Dallas many applicants come directly into those offices and being able to provide applications and talk to them should not be prohibited. (B-1)

   Response: Personnel has revised the policy to encourage departments to recruit for their positions.

3. 5.05 (D)(4) Residency Requirements: The managers question the authority of an entity to
dictate where an employee must live in order to be employed or promoted into certain grade levels. They believe this is not fair. They also question how the policy is applicable to only some of Dallas County’s employees (those covered by Civil Service) but not all employees. (B-1)

Response: This requirement is applied uniformly to all County employees to the extent allowed by State law.

4. 5.07 (A) Review and Evaluation
Incomplete applications will not be forwarded to the Hiring Department. The application has many items of information that could be considered incomplete and yet still provide the department the information needed to hire the applicant. These items could be reviewed with the applicant at the time of the interview. (B-1)

Response: Applications will be forwarded unless they are missing a signature, references, and work history.

5. 5.09 (B) Scheduling Interviews. Again, we receive many inquiries and resumes from different sources. We have had the applicant complete an application on the date they are interviewed as it saves the applicant and us time. There is no intent to circumvent the process as we always forward the application to Personnel to be qualified. (B-1)

Response: Departments that are set up to accept applications and qualify them may do so as long as they forward a copy of the application to the Personnel office.

6. 5.09 (F) Selecting Final Candidates. (2) Verification of Educational/Certification/License Qualification. Two managers question the appropriateness of the departments being required to obtain Educational, Certifications and License Qualifications. Does this mean you want a copy of everyone’s High School Diploma sent to the Personnel Office prior to employment? Are we shifting the responsibilities of the Personnel Department to the departments? (B-1)

Response: All departments should verify degrees and licenses. It is not necessary to verify high school graduation. The policy uses the work “subject to verification”. This is permissive language, not a requirement.

7. (3) Employment Reference Checks. These should be completed prior to offering the candidate the position. (B-1)

Response: Reference checks may be made after an offer to safeguard the new employee’s confidence that he/she has a position to go to after his/her employer discovers that this person is seeking other employment. If the candidate is willing, the reference check may be made before the offer is extended.

8. 5.10 Forms Distribution. (A) The Hiring Department submits the New Employee and Position Change Form (court order) no later than noon on the Friday preceding the 2nd Tuesday
meeting of Commissioners Court to the Auditor’s Office. We are not sure what it is you are trying to say. (B-1)

Response: Personnel has clarified the language. Recommend adoption of clarification.

9. 5.14 Distribution of applications after hiring process.
If an applicant is required to complete an application for a specific position and personnel is notified of the applicant’s selection, why do we need to send back all the applications of those who did not get selected? This seems to be unnecessary burden on the departments and will result in a deluge of paper for Personnel. All of the managers asked this question. (B-1)

Response: Personnel is required by law to keep the application on file. The applications can be kept on file in the hiring department.

10. General Comments on Selection Guidelines: We appreciate the information and the logic of the guidelines with the exceptions noted. However, guidelines are not generally considered policy. We question the need for them to be included in the policy. We also question the language in 5.09 Selection Guidelines, “The following guidelines shall apply specifically to the hiring departments.” (B-1)

Response: These guidelines are useful to departments who do not have their own recruitment personnel.

RECOMMENDATION

Approved by:

J. Allan Clemson, Administrator
Attachments
January 24, 2001

To: Kristin Branan

From: Bridgette Colling

Subject: Response to Comments on Employment Hiring Policy

I have reviewed the comments from the District Clerk's Office with Mattye and our responses are outlined below:

**Question 1 - District Clerk's Comments:**

5.04 Request to Post. "Job requisition form must be submitted by 4:30 p.m. each Tuesday." This means that a position vacant on Wednesday will be submitted for posting the next Tuesday and will not be posted until the following Monday. The position must be posted for a minimum of 5 days. This policy results in the position remaining vacant for potentially 20 days. Is there not a way to shorten this time?

**Personnel Civil Service Response:**

The new Standard Operating Procedures encourage utilization of electronic resources and online forms to speed up vacancy notification to the Personnel and Auditor offices. Once the Auditor's Office verifies the position's existence and funds, the job description is electronically matched with the request and the posting is placed in the official Job Vacancy Listing, the County's Website, and on the Job Line. Jobs are posted every Tuesday morning. Every effort is made to post the positions in the Job Vacancy Listing as soon as possible after receipt in the Personnel Department. We are including some suggested language to perhaps address this concern. Time, however, must be allowed for posting, receipt of application and the hiring process.

**Question 2 - District Clerk's Comments:**

5.04A Request to Post. "Only the job duties and job qualifications approved by the Civil Service Commission shall be included in the job posting. What about the approved title, grade, and salary range?"

**Personnel Civil Service Response:**

The statement in 5.04A is intended to notify hiring supervisors that additional job duties and qualifications cannot be added to the job description. The position posted must reflect the duties approved by the Civil Service Commission. We are proposing additional language to address the concern expressed by the department.

**Question 3 - District Clerk's Comments:**

5.05C Recruiting Strategy. Applicants should not apply directly to the Hiring Department. This department receives many applications and resumes directly through our recruitment efforts as well.
as through our own employees. We have no problem forwarding these to personnel for qualification and input in the data base. Also, in our outlying locations such as Juvenile, and North and East Dallas, many applicants come directly into those offices and being able to provide applications and talk to them should not be prohibited.

**Personnel Civil Service Response:**
Revised language in Section 5.05(C) encourages departments to recruit for their positions and discuss career opportunities with potential applicants. The Hiring Department will always want to get the applicant to complete an official application. The reasons are: (1) an applicant signs the application, attesting to the accuracy of the information; (2) the applicant authorizes Dallas County to verify the information provided, and (3) the compensation group determines an applicant's salary based on the information provided on the application. However, the Personnel/Civil Service Department does not object to departments who prefer to accept resumes and applications for position vacancies. Most County departments do not want to assume the responsibility and liability for receipt of applications. They prefer to receive applications that have initially been screened and qualified. We are suggesting additional language to address the department's concerns.

**Question 4 - District Clerk's Comments:**
5.05 (D) Residency Requirements. The managers question the authority of an entity to dictate where an employee must live in order to be employed or promoted into certain grade levels. They believe this is not fair. They also question how the policy is applicable to only some of Dallas County’s employees (those covered by Civil Service) and not all.

**Personnel Civil Service Response:**
The Residency Requirement was established by Commissioners Court several years ago and is not new language. If the Court desires, I will send it to John Dahill for review.

**Question 5 - District Clerk's Comments:**
5.07 (A) Application Process. Incomplete applications will not be forwarded to the Hiring Department. The application has many items of information that could be considered incomplete and yet still provide the department the information needed to hire the applicant. These items could be reviewed with the applicant at the time of the interview.

**Personnel Civil Service Response:**
The practice is to forward applications if they are missing only minor pieces of information. However, if an application is not signed, job references are not listed, previous employment information is incomplete, etc., those applications are not forwarded to the departments. Applicants who anticipate being hired in Dallas County are expected to completely, accurately, and truthfully complete and sign their application.

**Question 6 - District Clerk's Comments (Selection Process):**
5.09(B) Scheduling Interviews. Again, we receive many inquiries and resumes from different sources. We have had the applicant complete an application on the date they are interviewed as it saves the applicant and us time. There is no intent to circumvent the process as we always forward the application to Personnel to be qualified.
Page 3 Comments

Personnel Civil Service Response:
Our intent is to receive a completed and signed application. Again, if the departments want to assume the responsibility and liability for accepting the applications, the Personnel Civil Service Department does not object. The departments, however, should ensure the applicant being interviewed for a specific position meets the minimum qualifications for the position.

Question 7 - District Clerk’s Comments (Selecting Final Candidates):
509(F)2 Verification of Educational/Certification/License Qualifications.
Two managers question the appropriateness of the departments being required to obtain Educational, Certifications and License Qualification. Does this mean you want a copy of everyone’s High School Diploma sent to the Personnel Office prior to employment? Are we shifting the responsibilities of the Personnel Department to the departments?

Personnel Civil Service Response:
Policy states “all information provided on employment applications and resumes will be subject to verification.” This is the department’s call. Most departments do not verify an applicant’s high school diploma; however, all departments should verify degrees and licenses because, (1) they are considered when determining qualifications and salaries, (2) this is an area where you are more likely to detect fraud, and (3) it is a good business practice. The Personnel/Civil Service Department has never verified degrees, licenses, etc., unless there were special circumstances and the departments requested intervention.

Question 8 - District Clerk’s Comments:
(3) Employment Reference Checks. These should be completed prior to offering the candidate the position.

Personnel Civil Service Response:
Different departments handle the checking of references at different points in the process. In most instances, reference are checked after a job offer has been made contingent on the reference checks since these checks also include current and prior employers. Candidates often do not want current employers contacted until the hiring department has made an offer.

Question 9 - District Clerk’s Comments (Forms Distribution):
5 10(A) The Hiring Department submits the New Employee and Position Change Form (court order) no later than noon on the Friday preceding the 2nd Tuesday meeting of Commissioners Court to the Auditor’s Office.

We are not sure what it is you are trying to say.

Personnel/Civil Service Response:
We have revised the language to read, “The Hiring Department submits the New Employee and Position Change Form (Court Order) no later than noon on Friday, in order to allow the Auditor’s Office a full week to process the Court Order and place it on Commissioners Court’s Agenda on the next available Tuesday.

Question 10 - District Clerk’s Comments:
5 14 Distribution of applications after hiring process.
Page 4 Comments

If an applicant is required to complete an application for a specific position and Personnel is notified of the applicant’s selection, why do we need to send back all the applications of those who did not get selected? This seems to be unnecessary burden on the departments and will result in a deluge of paper for Personnel. All of the managers asked this question.

Personnel Civil Service Response:
Once an application has been submitted to Dallas County, we are legally required to keep the application for a specified period of time. These applications are also often used in responding to legal inquiries and other matters. Again, if Hiring Departments are willing to accept the responsibility and liability for retaining these original applications, then there should be no reason to return them to Personnel Civil Service.

Question 11 - District Clerk’s Comments:
5.09 (A-F) - Selections Guidelines: We appreciate the information and the logic of the guidelines with the exceptions noted. However, guidelines are not generally considered policy. We question the need for them to be included in the policy. We also question the language in 5.09 Selection Guidelines, “The following guidelines shall apply specifically to the hiring departments.”

Personnel Civil Service Response:
The language cited is intended to provide Hiring Departments with a standard, logical, and legal process to follow in the selection process. We do not recommend its deletion. We do propose minor modifications to the language.

All suggested language changes are included in Attachment A. We thank the departments for their comments and feedback as we see this as an opportunity to make something good even better.
Attachment A

Question 1 -
5.04(A)  Request to Post. While every effort is made to post a position on the Job Vacancy Listing as soon as possible, in order to allow timely processing for the posting to appear on the next available Job Vacancy Listing, the Hiring Department must complete and submit to the Personnel/Civil Department Job Requisition Form (P/CS 101) no later than 4:30 p.m. each Tuesday.

Question 2 -
5.04 (C) Request to Post. The job posting will include the salary, job title, location, and closing date. However, only the job duties and job qualifications approved by the Civil Service Commission shall be included in the job posting.

Question 3 -
5.05(C)  Recruiting Strategy. Hiring Departments are encouraged to recruit for their positions. When discussing career opportunities with potential applicants, the Hiring Department should encourage applicants to apply through the County's website which will send the resume directly to the Personnel/Civil Service Department or the Sheriff's Personnel Office if applying for law enforcement or clerical positions in the Sheriff Department or the applicant can download and print a copy of the employment application to complete and deliver in person, or send via fax or mail. This submission will:
(1) ensure the screening;
(2) ensure the information is included;
(3) act as the official document when a salary analysis is being prepared on an applicant, and
(4) designate the

If the Hiring Department receives applications resumes directly, it is responsible for forwarding all such applications to the Personnel/Civil Service Department immediately. Applicants cannot officially be considered for employment or a salary analysis quoted without an application being accurately completed and signed by the applicant.

Question 6
5.09(B)  Scheduling Interviews. When an applicant is contacted for an interview and they have not completed an application, the Hiring Department should adhere to language contained in 5.05(C).

Question 9
5.10(A)  Forms Distribution. The Hiring Department submits the New Employee... no later than noon on Friday, in order to allow the Auditor's Office a full week to process the Court and place it on Commissioners Court's Agenda on the next available Tuesday.
EMPLOYMENT HIRING POLICY

Purpose

5.00 The purpose of this policy is to ensure that sound, consistent and effective personnel selection methods are used to identify the best suited applicant to fill positions in Dallas County. This policy complies with applicable federal, state and local laws and statutes.

5.00 A completed and approved Request for Personnel form #6-3 (Exhibit AB) must be submitted to the Personnel/Civil Service Department by the Elected Official/Department Head before applications will be accepted and interviews conducted. The Personnel/Civil Service Department will forward a copy of the P/CS 101 form to the County Auditor for verification of availability of funds, to validate that the position exists and that the last employee has been terminated. All positions must be posted a minimum of five work days with the exception of positions posted intra-department. Incorporated into Section 5.03 (C) and 5.04.

Creation of a Position

5.01 Dallas County defines its structure by positions, not people. People carry out the functions and duties of the position. The following rules apply to all Dallas County positions:

(A) Every full-time, part-time and temporary employee in Dallas County must be assigned to a position with an assigned position number; and

(B) There must be at least one fund for each position. If there is more than one fund, the sum of the proportions of all funds must total 100%.

5.01 All clerical positions will indicate a closing date of ten (10) days from the posting date (unless other arrangements have been made with the department head/elected official); with the exception of positions posted intra-department. All professional positions will be posted with a closing date of fifteen (15) work days from the posting date (unless other arrangements have been made with the department head/elected official), with the exception of positions posted intra-department. Positions posted intra-department must be posted a minimum of three working days. Incorporated into Section 5.03 (B) and (C).

The Personnel/Civil Service Department will advertise positions, screen applications and schedule interviews if requested to do so: Incorporated into Section 5.05 and 5.07

5.02 Dallas County uses an integrated HR/Payroll/Finance System as a mechanism for position control. In the System, each position has a job title, job code, location and an assigned
5.03 **Job Posting.** Once a position has been created in the System, all positions (except those defined as Category A employees) must be posted or announced. The type of recruiting strategy will determine the length of time a position will be posted. The following guidelines shall apply:

(A) All positions must be posted through the Personnel/Civil Service Department;

(B) If the Hiring Department is interested in recruiting applicants inside and outside Dallas County, the hiring department shall:
   (1) Post nonexempt and exempt positions for the standard posting period of ten (10) and fifteen (15) working days, respectively; or
   (2) Request a reduced number of posting days with the minimum being five (5) working days; or
   (3) Post hard-to-fill positions until filled.

(C) If the department is only interested in recruiting Dallas County employees, the position vacancy will be posted in-house or intra-departmental for a minimum of five (5) or three (3) working days, respectively; and

(D) The Personnel/Civil Service Department shall terminate the posting as scheduled unless notification is received from the hiring department three (3) working days prior to the closing date.

5.03 Any person desiring employment with the County must first complete a Employment Application form (Exhibit AA), through the Dallas County Personnel/Civil Service Department: *Incorporated into Section 5.06.*

5.04 **Request to Post.** When submitting a request to post a job, the Hiring Department must complete and submit to the Personnel/Civil Service Department Job Requisition Form (P/CS 101) no later than 4:30 p.m. each Tuesday.

(A) The Personnel/Civil Service Department will verify the availability of funds,
existence of the position number and termination status of the last incumbent with the Auditor's Office prior to posting the position. Only the job duties and job qualifications approved by the Civil Service Commission shall be included in the job posting.

5.02 Upon receipt of the Request for Personnel form #P/CS 101, the Personnel Specialist will proceed with the steps outlined in this section. If the position is posted for outside recruitment efforts, the Personnel/Civil Service Department will forward a New Employee Packet to the Hiring Department. The forms contained in the packet must be completed by the prospective employee and presented to a Personnel Representative at the Employee Health Center prior to completing the employee physical. Employees not completing the required forms may not be allowed to proceed with the employee physical and may be rescheduled.

5.04 Prospective and incumbent County employees will be required to take applicable performance tests when applying for clerical positions. The Civil Service Commission shall be the final judge of the scope and content of such tests. Incorporated into Section 5.09 (E).

5.05 Recruiting Strategy. The Personnel/Civil Service Department and the Hiring Department shall recruit qualified applicants through a variety of sources such as local newspapers and other publications, job fairs and career days. Electronic notices will be distributed to County departments, other agencies and organizations, along with the utilization of other electronic sources, such as the Internet. The Hiring Department may request additional recruiting efforts on Job Requisition Form (P/CS 101). In addition:

(A) Job Postings and applications are available via the Internet, satellite offices, and some local libraries;

(B) Job vacancy information is available via Dallas County's Job Hotline Telephone Number;

(C) Hiring Departments are encouraged to recruit for their positions. When discussing career opportunities with potential applicants, the Hiring Department must remind the applicant that in order to officially be considered for a position in Dallas County, he/she must submit a Dallas County Employment Application and/or resume to the Personnel/Civil Service Department or the Sheriff's Personnel Office if applying for law enforcement or clerical positions in the Sheriff Department. This submission will:

(1) ensure the screening and evaluation of the candidate's minimum qualifications as required by the Dallas County Civil Service Commission;

(2) ensure the applicant's information is included in the County's official
database; and

(3) designate the Personnel/Civil Service Department as the official record keeper for applications submitted.

(D) Other factors to be considered:

(1) **Americans with Disabilities Act (ADA).** The County's employment and selection process will provide reasonable accommodations to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990 (ADA). Requests for employment accommodation may be made to the Employee Relations Specialist in the Personnel/Civil Service Department.

(2) **Minimum Age Requirements.** Persons 16 to 18 years of age may be hired in non-hazardous positions. Occupations declared to be hazardous to persons between 16 and 18 years of age by the Department of Labor include: motor vehicle driver and outside helper, operating power-driven machines, operating elevators and power-driven hoisting equipment, operating chain saws, operating circular saws and guillotine shears, and roofing, and excavation labor. Persons under the age of 16 years will not be employed by the County, unless they are hired through programs approved by Commissioners Court (i.e., summer youth, work study, etc.).

5.16 All appointees shall have attained the minimum age of 16 years and must be able to provide a proof of age certificate (either driver's license or birth certificate).

(3) **Selective Service.** 5.05 Every male who is at least 18 years old, but has not yet attained the age of 26 years old, seeking employment with Dallas County, shall submit documentation evidencing his registration or exemption from registration with the Federal Selective Service System.

(4) **Residency Requirements.** All regular, full-time exempt employees who: are classified at Grades "G" through "P" on Exempt Salary Schedule E; or are classified at Grades "A1" through "K1" on Open Pricing Exempt Salary Schedule E-1; or are classified at Grade "II" through "PP" on Salary Schedule S; or are classified at Grade "FM" through "PM" on Exempt Technical Salary Schedule E-T; and have a full-time employment date of May 1, 1991 or after; and who are employed by departments that fall under the jurisdiction of the Civil Service System must reside in Dallas County. (See Section A - 6.00 (Residency Requirements) for specific details.)

(5) **Nepotism.** Applicants who have immediate family members presently working in a department will not be allowed to work in the same department. (See Section A - 2.13 (Nepotism Policy) of the Dallas County
Administrative Policies and Procedures Manual for specific details.)

(6) Verification of Employment Eligibility. Persons selected for hire must produce documentation establishing both identity and authorization to work in the United States and sign the I-9 verification form within 72 hours of the date of employment begins, as required by the Immigration Reform and Control Act of 1986. Examples of documentation include, but are not limited to: (1) U.S. Passport, (2) Certificate of U.S. Citizenship, (3) Certificate of Naturalization, (4) unexpired foreign passport, (5) Driver's license or picture ID card and Social Security Card, (6) U.S. Military ID and original or certified birth certificate. In the event an employee is unable to provide evidence of employment eligibility within the time limits required by law, the employee either will not be hired or will be terminated. Employees who are not eligible to continue employment due to an expired work authorization date will be terminated.

(For specific procedures to follow when implementing the Recruiting Process, see Steps 4-5 of the Standard Operating Procedures for Hiring.)

Application Process

5.06 Completion and Submission. All applications and resumes shall be received by the Personnel/Civil Service Department in response to posted positions. Only applications and/or resumes of candidates who meet the minimum qualifications will be forwarded to the Hiring Manager. A resume and/or Dallas County Employment Application (Form P/CS 3000) must be submitted for each position by 5:00 p.m. on the closing date. If a resume is submitted, an applicant must complete and submit a Dallas County Employment Application to the Personnel/Civil Service Department prior to an interview being conducted.

5.06 The completed Employment Application must be returned to the Personnel/Civil Service Department. The Personnel Representative will review the application for completeness, and if the applicant qualifies, forward to the respective department(s). The department representative will determine if an interview is to be granted to the applicant. Incorporated into Sections 5.06, 5.07 and 5.08.

5.07 Review and Evaluation. The Personnel/Civil Service Department will evaluate all applications based on the current posting received for the vacant position vacancies based on the:

(A) completeness of the application (incomplete applications will not be
forwarded to the Hiring Department);

(B) minimum qualifications as outlined in the job posting. Where applicable, substitutions will be made on a two to one ratio with respect to education and directly related paid work experience. (For example, if a counseling position requires a four year college degree in psychology, sociology or related field, and the applicant possesses a high school diploma, eight (8) years of directly related work experience is required to substitute for the college degree).

5.08 Distribution and Receipt. If an applicant meets the minimum qualifications for the position, the Personnel/Civil Service Department will forward an Applicant Referral List and application(s) and/or resumes to the respective department within two (2) days of receipt.

(Step 5 of the Standard Operating Procedures for Hiring outlines the specific steps to follow in the Application Process.)

5.08—When an individual has been selected for the position, the Department Head will contact the Personnel/Civil Service Department Health Center to arrange for a employment physical. The Applicant Interview Record (which is available from the Personnel/Civil Service Department) should be on file in the Personnel/Civil Service Department. (See also Section A 6.00 Residence Policy)—Incorporated into Section 5.09 (F) (5).

Selection Process

5.09 Selection Guidelines. The Selection Process is the primary responsibility of the Hiring Department. The Hiring Department must ensure that all Dallas County policies and procedures are followed. The following guidelines shall apply specifically to the Hiring Department:

(A) Reviewing of Applications. Carefully and consistently review all applications and select applicants for interview;

(B) Scheduling Interviews. Schedule interviews with selected applicants. Applicants who have not completed an employment application shall be instructed that a completed application must be submitted to the Personnel/Civil Service Department prior to the actual interview. The Personnel/Civil Service Department shall ensure a copy of the application is forwarded to the Hiring Department.

(C) Preparing for Interviews. The Elected Official/Department Head or designee should prepare for the interview by:

1) obtaining a copy of the job description and reviewing the job's essential
functions and required skill levels and qualifications:

(2) preparing a set of job-related interview questions that all applicants are asked; and

(3) contacting the Employment Section of the Personnel/Civil Service Department if review or assistance with developing interview questions is needed.

(D) Conducting the Interviews. The Elected Official/Department Head or designee may conduct the interview(s) or delegate the interviewing to a supervisor who is in a grade higher than the position being filled. Equal Employment Opportunity (EEO) guidelines must be adhered to in the interview process. All interview questions must be job-related questions. Based on an applicant’s response to the core questions, the interviewer may ask follow-up questions. The Personnel/Civil Service Department recommends the utilization of the Interview and Evaluation Worksheet (Form P/CS 125) to document specific facts concerning the applicant’s qualification and rationale for selection.

(E) Testing. At the request of the department, if testing is required, applicants under consideration for a position will be required to take all applicable performance tests. The Civil Service Commission shall be the final judge of the scope and content of such tests. All performance tests should be reviewed by the Personnel/Civil Service Department prior to being administered.

(F) Selecting Final Candidates. Once the selected candidates have been identified, the Hiring Department may proceed with the following:

(1) Salary Determination. The Personnel/Civil Service Department is responsible for approving starting salaries above the minimum. Hiring Departments should refrain from discussing the salary to be offered, if above the minimum, until salary verification is received from the Personnel/Civil Service Department. See Section A - 5.19 (Compensation Policy) of the Dallas County Administrative Policies and Procedures Manual for specific details.

(2) Verification of Educational/Certification/License Qualifications. All information provided on employment applications and resumes will be subject to verification. The following steps shall be followed for applicants being considered for employment:

(a) applicant is responsible for submitting all required documents such as high school/GED diplomas, college degrees/transcripts, professional/technical certifications and licenses; and
(b) the Hiring Department is responsible for ensuring that all required qualification verification documents are submitted and forwarded to the Personnel/Civil Service Department.

(3) Employment References Checks. In order to verify information about an applicant's knowledge, skills, abilities, and other qualifications that will be important to successful performance in a new position, job-related inquiries should be made of current and former supervisors and persons who can supply relevant information. The offer of employment is contingent on receiving satisfactory references on the selected candidate. The Personnel/Civil Service Department recommends the utilization of the Reference Check Worksheet (Form P/CS 135).

(4) Criminal Background Checks. Appointment to certain positions are contingent on completion of a background check. See Section A ( ) (Criminal Background Checks) of the Dallas County Administrative Policies and Procedures Manual for specific details.

(5) Physical Examination. A physical examination is required of all new and former employees. The Dallas County Employee Health Center conducts pre-employment physical examinations for all new and former employees. All new appointees and reappointees to employment for a duration of more than 30 days having a break in service of more than six months, will be required to take and pass a physical examination at the County's expense as a condition of employment. The offer of employment is contingent on the selected candidate passing the physical examination. See Section A - 5.28 (Employment Physicals Policy) of the Dallas County Administrative Policies and Procedures Manual for specific details.


(Steps 6-7 of the Standard Operating Procedures for Hiring outline the specific steps to follow in the Selection Process.)

Forms Distribution

5.10 Forms Distribution. After completion of applicable forms and the employee physical:

(A) The Hiring Department submits the New Employee and Position Change Form
(Court Order) no later than noon on the Friday preceding the 2nd Tuesday meeting of Commissioners Court to the Auditor’s Office. *(Note: The effective date of the New Employee and Position Change Form must fall within the immediate prior, current or subsequent pay period of the Form);*

(B) The Personnel/Civil Service Department forwards the following forms to the Auditor’s Office, Treasurer’s Office, or other applicable departments:

1. Employment Eligibility Verification Form I-9
2. Employee’s Withholding Allowance Certificate Form W-4
3. Texas County and District Retirement System Member Information Form
4. Dallas County Benefit Enrollment Worksheet
5. Election to Withhold Personal Information

(C) Upon the submission of these forms, the Auditor’s Office and the Personnel/Civil Service Department proceed with a series of final checks, approvals and signatures; and

(D) Having been approved by the Director of Personnel/Civil Service and the Auditor, the Personnel Court Order is forwarded to the Clerk of the Commissioners Court and prepared for the Court’s consideration and final action.

5.10 After completion of applicable forms and the employee physical, the Personnel Representative will distribute the following forms to the County Auditor, County Treasurer or other applicable departments. *The New Employee and Position Change Form is submitted by the respective department to the County Auditor’s Department no later than noon on the Tuesday preceding the Tuesday meeting of Commissioners Court.* Applicable forms include:

(A) The New Employee and Position Change form #6-1 (Exhibit AC) which is often referred to as the Personnel Court Order is submitted separately to County Auditor by the hiring department

(B) Federal Withholding Allowance Certificate form #W-4 (Exhibit AD)

(C) Texas County and District Retirement System Personal Data Form #TCDRS-2 (Exhibit AE)

(D) Insurance Application Form (see Personnel/Civil Service Department for this form)

(E) Employment Eligibility Verification form #I-9 (Exhibit AF)

(F) Election Pursuant to Open Records Act (Exhibit AG)

(G) Employer’s Notice to New Employees (Workers Compensation) (Exhibit AH)

(H) Drug-Free Workplace Policy Acknowledgment (Exhibit AI)

(I) Affirmative Action Plan (Exhibit AJ)

(J) Probationary Salary Program form (Exhibit AK)

(K) Applicant Flow (Interview Record) (Exhibit AL)
5.12 The effective date of the New Employee and Position Change form #6-1 (Exhibit AC) otherwise known as the Personnel Court Order for new employees must fall within the immediate prior, current or subsequent pay period of the Order. Incorporated into the newly revised Section 5.10.

5.11 New Employee Orientation. New employees shall be scheduled to attend the New Employee Orientation no later than the first Monday after date of hire. Orientation will be held every Monday from 8:30 a.m. to 11:30 a.m. for new full-time employees and 8:30 a.m. to 9:30 a.m. for part-time employees unless otherwise scheduled. Employees can be scheduled for New Employee Orientation by contacting the Personnel/Civil Service Department.

Performance Reviews

5.12 Evaluation Period. All new and former employees must serve a probationary period of six months (twelve months for uniformed law enforcement personnel) during which their work performance and general suitability for the department are carefully evaluated.

(A) It is recommended that the supervisor conduct at least two written performance evaluations during the probationary period. The evaluation should take place:

(1) No later than the midpoint of the probationary period;
(2) No later than 30 days before the completion of the probationary period.

(B) In addition to these evaluations, the supervisor should conduct an evaluation at any time there is a question concerning the employee's quality of performance or suitability for the department. If at any time during the probationary period, the employee's performance or general suitability for employment in the department is found to be unsatisfactory, the employee will be released as provided in Section A - 11.00 (Discipline/Disciplinary Action Policy) of the Dallas County Administrative Policies and Procedures.

(For specific procedures on Performance Reviews, see Step 8 of the Standard Operating Procedures for Hiring.)

5.14 Orientation for new employees will be held on the first and third Friday of every month at 9:00 a.m. unless otherwise scheduled—Incorporated into Section 5.11.

5.13 Hiring Files. The Hiring Department shall maintain confidential files of the selection process and retain all material related to the position vacancy for three (3) years in
accordance with the records retention schedule.

5.15 In accordance with the Immigration Reform and Control Act of 1986, each employee must present documents to establish identity and eligibility for employment. Incorporated into Section 5.05 (D) (6).

5.14 Distribution of Applications After Hiring Process. The Hiring Department must forward the Applicant Referral List and all applications and resumes sent for the job vacancy back to the Personnel/Civil Service Department no later than 10 days after the selection process has been completed.

5.16 All appointees shall have attained the minimum age of 16 years, and must be able to provide a proof of age certificate (either driver's license or birth certificate). Incorporated into Section 5.05 (D) (2).

5.15 Employment Classification. Each employee will be classified as a regular, full-time employee. If an applicant is hired for part-time, temporary, extra-help, or seasonal employment, the Hiring Department shall be responsible for providing the employee with the terms of their employment. (i.e., persons hired to fill temporary, seasonal, or extra-help positions are not entitled to regular, full-time employee benefits, such as the County's insurance program.)

5.16 Falsification of Records. All required documentation must be provided and the authenticity of such documentation verified by the Hiring Department prior to an applicant being employed by the County. Any applicant who provides false or inaccurate information or documentation when applying for a posted position shall be disqualified from consideration for that position. External applicants shall also be disqualified from employment consideration for any other County position for a minimum period of one year from the date of the application. Any material misrepresentation of facts or failure to report pertinent data on the application form by internal employees shall be just cause for dismissal.
To: Commissioners Court

From: Jim Hamlin
District Clerk

Re: Employment Hiring Policy

Date: December 28, 2000

I have distributed the proposed employment hiring policy to my division managers for their comments. As always we appreciate the opportunity to provide our thoughts on proposed policies. The comments of my staff are as follows:

5.04 Request to Post. "Job requisition form must be submitted by 4:30 p.m. each Tuesday." This means that a position vacant on Wednesday will be submitted for posting the next Tuesday and will not be posted until the following Monday. The position must be posted for a minimum of 5 days. This policy results in the position remaining vacant for potentially 20 days. Is there not a way to shorten this time?

5.04 A. "Only the job duties and job qualifications approved by the Civil Service Commission shall be included in the job posting." What about the approved title, grade, and salary range?

5.05 Recruiting Strategy.
C. Applicants should not apply directly to the Hiring Department. This department receives many applications and resumes directly through our recruitment efforts as well as through our own employees. We have no problem forwarding these to personnel for qualification and input to the data base. Also in our outlying locations such as Juvenile, North & East Dallas many applicants come directly into those offices and being able to provide applications and talk to them should not be prohibited.
4) Residency Requirements:

The managers question the authority of an entity to dictate where an employee must live in order to be employed or promoted into certain grade levels. They believe this is not fair. They also question how the policy is applicable to only some of Dallas County’s employees (those covered by Civil Service) and not all.

Application Process.

5.07 Review and Evaluation
(A) Incomplete applications will not be forwarded to the Hiring Department. The application has many items of information that could be considered incomplete and yet still provide the department the information needed to hire the applicant. These items could be reviewed with the applicant at the time of the interview.

Selection Process.

(B) Scheduling Interviews. Again we receive many inquiries and resumes from different sources. We have had the applicant complete an application on the date they are interviewed as it saves the applicant and us time. There is no intent to circumvent the process as we always forward the application to Personnel to be qualified.

(F) Selecting Final Candidates.

(2) Verification of Educational/Certification/ License Qualification.
Two managers question the appropriateness of the departments being required to obtain Educational, Certifications and License Qualifications. Does this mean you want a copy of everyone’s High School Diploma sent to the Personnel Office prior to employment? Are we shifting the responsibilities of the Personnel Department to the departments?

(3) Employment Reference Checks.
These should be completed prior to offering the candidate the position.

Forms Distribution.

(A) The Hiring Department submits the New Employee and Position Change Form (court order) no later than noon on the Friday preceding the 2nd Tuesday meeting of Commissioners Court to the Auditor’s Office.

We are not sure what it is you are trying to say.
5.14 Distribution of applications after hiring process.
If an applicant is required to complete an application for a specific position and personnel is notified of the applicant's selection, why do we need to send back all the applications of those who did not get selected? This seems to be unnecessary burden on the departments and will result in a deluge of paper for Personnel. All of the managers asked this question.

General Comments.

Selection Guidelines.

We appreciate the information and the logic of the guidelines with the exceptions noted. However, guidelines are not generally considered policy. We question the need for them to be included in the policy. We also question the language in 5.09 Selection Guidelines. "The following guidelines shall apply specifically to the hiring departments."
From: Stoney Greene
To: Kristin Branam
Date: Mon, Dec 18, 2000 4:10 PM
Subject: Re: Employment Hiring policy — Comments Requested

Kristin, Concur with the proposed Employment Hiring Policy.

>>> Kristin Branam 12/06 2:11 PM >>>
The employment hiring policy was briefed to the Commissioners Court on November 21, 2000. Personnel has updated the policy in response to comments from the court. The Court asked that the policy be sent out for 30 day comment.

Please review the attached policy and return any comments to Kristin Branam by Monday, January 8th. Comments received after January 8th will not be included in the re-brief.

The file called SOP - Employment is a chart of the hiring process. It is in a PowerPoint format. If you do not have PowerPoint on your computer, let me know and I can send or fax a paper copy. My number is 214-653-7320.

Thank you for your consideration of this policy.
March 13, 2001

To: Commissioners Court
From: J. Allen Clemson, Administrator
Subject: Amended Conflict of Interest Policy

BACKGROUND OF ISSUE

The Commissioners Court has adopted various court orders that together formulate the County’s conflict of interest policy. The Court asked that these policies be reviewed to determine if they could be made clearer to express the Court’s intent that conflicts of interest and the appearance of conflicts of interest should be applied to officials and employees as well as their immediate family members.

IMPACT ON OPERATIONS

Attached to this briefing are various amendments and additions to the County’s conflict of interest policy that will generally prohibit activities of officials and employees and their immediate family members that would be characterized as conflicts of interest. It also proposes that any request for clarification of the Court’s policy be submitted in writing to the District Attorney whose response in turn would be in writing. Failure to adhere to these policies would be a matter subject to disciplinary action.

RECOMMENDATION

It is recommended that the Commissioners Court distribute for a thirty-day comment period this proposed revision to Dallas County’s Conflict of Interest Policy and re-brief these revisions at the conclusion of the thirty-day comment period.

Recommended by:
J. Allen Clemson, Administrator

411 Elm Street Dallas, Texas 75202 Phone 653-7327, Fax 653-7057
CONFLICT OF INTEREST

PURPOSE

18.00 It is possible that the private financial interests and investment holdings of County officials and employees and their families could constitute a conflict of interest in the performance of their official duties if circumstances arose in which the official or employee were to take actions, make decisions, or give opinions or assistance concerning matters which affect their personal financial interests.

18.01 In such a case, a breach of public trust could occur in that personal financial interests could influence the official’s or employee’s action, decision, or opinion rather than solely having the interests of Dallas County as the motivating factor in the decision making process.

[Court Order 82-1148. 018/19/82]

POLICY

18.02 In order to avoid potential conflicts of interest or the appearance of conflicts of interest, no officer official or employee of Dallas County shall:

A) have a substantial interest, investment, ownership, or other involvement in any entity or firm which supplies goods or services to Dallas County;

B) accept from or give to any entity, firm or person doing or seeking to do business directly or indirectly with Dallas County, including agents or representatives of such entity, firm or person, any personal gift; loan of any type; entertainment; trips, services, or money in any amount;

C) receive directly or indirectly any pecuniary interest from a contract or other agreement entered into by Dallas County;

D) engage in any other business to an extent which interferes with their performance of duties as a county official or employee; or

E) use in any matter their public office or position for personal gain including the acceptance or dispensing of any special favors, privileges, or benefits;

F) enroll in any program or receive any service sponsored or provided by Dallas County that provides a financial gain or benefit or by participating reduces or limits the access by the general public.

[Court Order 94-1927. 08/25/94]

18.03 In order to further avoid potential conflicts of interest or the appearance of conflicts of interest no immediate family member of an official or employee of Dallas County shall:

A) have a substantial interest, investment, ownership, or other involvement in any entity or firm which supplies goods or services to Dallas County that their relation has any direct or indirect authority over;

B) accept from or give to any entity, firm or person doing or seeking to do business directly or indirectly with Dallas County, including agents or representatives of...
such entity, firm or person, any personal gift; loan of any type; entertainment; trips, services, or money in any amount that their relation has any direct or indirect authority over;

C) receive directly or indirectly any pecuniary interest from a contract or other agreement entered into by Dallas County that their relation has any direct or indirect authority over;

D) enroll in any program or receive any service that provides a financial gain or benefit or by such participation reduces or limits the access by the general public that their relation has any direct or indirect authority over.

18.04 For purposes of this section, a person has a substantial interest, investment, ownership or involvement in any entity or firm if:

(1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or $15,000 or more of the fair market value of the business entity; or

(2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year; or

(3) interest in real property, if the interest is an equitable or legal ownership with a fair market value of $2,500 or more.

18.05 Dallas County officials or employees having reservations or questions regarding possible conflicts of interest should submit a written request for a legal opinion from the District Attorney's office. Responses to request for opinions shall be in writing.

18.06 Employees in violation of section 18.02 or 18.03 of these rules shall be subject to disciplinary action up to and including termination. Any official or employee that is not subject to disciplinary action and found to be in violation of these rules shall be reported to the appropriate oversight or regulator agency or department.
To: Commissioners Court  
From: J. Allen Clemson, Administrator  
Subject: Jail Health - Response to Issues pertaining to OB/Gyn  

**BACKGROUND OF ISSUE**

On November 21, 2000 Commissioners Court received a preliminary review of Dallas County's jail health program. At the conclusion of this review it was requested that the salary level and need for a full-time OB/Gyn be considered further and that the Dallas County Hospital District staff be consulted on the possible benefits that may be gained from full privatization of Dallas County's jail health program.

The Office of Budget & Evaluation has concluded its preliminary evaluation of the County's jail health program and compared it to the four other urban counties in Texas. A copy of their finding is provided as Attachment A. Below I have taken the specific information relating to OB/Gyn care to highlight the wide service levels offered by the various counties:

**SUMMARY OF ON-SITE OB/GYN CARE IN SURVEYED COUNTIES**

<table>
<thead>
<tr>
<th>County</th>
<th># of Female Prisoners</th>
<th>Time of Specialist Available</th>
<th>Hours Per Week</th>
<th>Hours per Female Inmate per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>880</td>
<td>One full-time OB/Gyn</td>
<td>40.0</td>
<td>2.4</td>
</tr>
<tr>
<td>Harris</td>
<td>1,102</td>
<td>OB/Gyn 4 hours/day</td>
<td>40.0</td>
<td>1.9</td>
</tr>
<tr>
<td>Tarrant</td>
<td>515</td>
<td>Resident OB/Gyn 4 hours/week</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Bexar</td>
<td>400</td>
<td>None; all female inmates are sent to nearby clinics</td>
<td>0.0</td>
<td>0</td>
</tr>
<tr>
<td>Travis</td>
<td>400</td>
<td>None; all female inmates are sent to prenatal clinic (Breckenridge) on Monday and Thursday</td>
<td>0.0</td>
<td>0</td>
</tr>
<tr>
<td>Hillsborough, FL</td>
<td>542</td>
<td>OB/Gyn 3 hours/week (on weekend)</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Fairfax, VA</td>
<td>200</td>
<td>OB/Gyn 3 hours every other weekend</td>
<td>1.5</td>
<td>4</td>
</tr>
</tbody>
</table>

411 Elm Street Dallas, Texas 75202 Phone 653-7327, Fax 653-7057
As you can see by reviewing the above data, Dallas County has the highest level of on-site OB/Gyn care of all counties surveyed, is the only county with a full-time OB/Gyn on staff and has the highest number of hours per female inmate. The Health Department reports that Dallas County's OB/Gyn saw on average 172 patients a month between November 1999 and October 2000, or on average, eight per day. In addition, it was reported that the OB/Gyn responded to 44 patient inquiries per month, an average of two per day. Utilizing 15 minutes per patient visit and five minutes for a nurse or patient inquiry, this would result on average of two hours and ten minutes of patient care per day.

An additional component of the Office of Budget & Evaluation's review of Dallas County's female inmate care was to determine if a full-time OB/Gyn reduced the overall cost of inmate transportation to Parkland Memorial Hospital versus what was required by a part-time doctor. This report is provided as Attachment B. The Office of Budget & Evaluation found that a full-time OB/Gyn reduced the transport of 100 female inmates, which could reduce the number of trips to Parkland from as few as 13 to as many as 100. The difference being transports of eight at a time to each female being taken on an individual basis. Since the decrease in inmate transportation was not significant enough to eliminate staff, it was concluded that providing female care through a full-time OB/Gyn did not significantly reduce cost or generate any budget reduction in transportation.

Parkland Memorial Hospital was asked to review the information developed by Dallas County on OB/Gyn services as well as perform their own analysis and provide any recommendations they feel appropriate concerning level-of-care issues. Parkland's findings and recommendations have been included as Attachment C. Generally, they offered the following:

- Develop specific job descriptions for women's health services, OB/Gyn or family practice;
- OB/Gyn family practice - minimum job requirements should be M.D. or D.O. with five years of related work experience, licensed in Texas and Board Eligible/Certified in the specialty of OB/Gyn or family practice;
- Salary range - $125,000 - $150,000 for full-time; prorate for less than full-time;
- Clarify that all jail health physicians and mid-level providers report to the Jail Health Director;
- Establish written referral criteria to PMH for OB/Gyn emergency room, specialty clinics and in-patient care; and
- Review all physician compensation.

**IMPACT ON OPERATIONS**

The objective of this briefing is to determine the appropriate location to provide OB/Gyn care, how that care is provided and the level of funding necessary to provide the needed care. It is important
to note that reducing the availability of OB/Gyn care in Dallas County jails will not affect the level of OB/Gyn care provided to a female inmate. The needed services will be provided in the jail facilities or at Parkland Memorial Hospital. The following three service options are available:

**Option A**

Continue with a full-time OB/Gyn or Family Practice doctor in the jail facilities at a salary range proposed by Parkland of $125,000 to $150,000.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>OB/Gyn family practice doctor</td>
<td>$125,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>Current nursing staff</td>
<td>29,026</td>
<td>29,026</td>
</tr>
<tr>
<td>Benefits - 25%</td>
<td>38,506</td>
<td>44,756</td>
</tr>
<tr>
<td></td>
<td><strong>$192,532</strong></td>
<td><strong>$223,782</strong></td>
</tr>
</tbody>
</table>

**Option B**

Provide an Ob/Gyn or Family Practice doctor one day per week with a full-time, mid-level service provider.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>OB/Gyn or Family Practice doctor one day/week</td>
<td>$ 25,000</td>
<td>$ 30,000</td>
</tr>
<tr>
<td>Mid-level service provider</td>
<td>75,000</td>
<td>85,000</td>
</tr>
<tr>
<td>Benefits - 25%</td>
<td>25,000</td>
<td>28,750</td>
</tr>
<tr>
<td></td>
<td><strong>$125,000</strong></td>
<td><strong>$143,750</strong></td>
</tr>
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</table>

**Option C**

Continue current service with no change.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Minimum</th>
<th>Maximum</th>
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<tbody>
<tr>
<td>OB/Gyn doctor</td>
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<td>Nursing support</td>
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<td>Benefits - 25%</td>
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<tr>
<td></td>
<td><strong>$297,532</strong></td>
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PRIVATIZATION OF JAIL HEALTH

The Hospital District, Health & Human Services staff, Department of Budget & Evaluation and Commissioners Court staff met with the University of Texas Medical School Galveston Branch to discuss their proposal for the operation of Dallas County’s inmate health program. At the conclusion of the meeting it was agreed that Dallas County’s total cost for inmate medical service is made up of those services provided by Health & Human Services within the County jails, the pharmacy service provided by the Hospital District in the jail, in-patient care and out-patient care provided outside of our jail facilities by Parkland Memorial Hospital, with the remaining component being the security and transport costs that are provided by the Sheriff’s Department.

The Hospital District agreed to determine their total costs so we would have a complete per inmate per day cost to compare against the rate of $3.60 per day per inmate offered by the University of Texas Medical School Galveston Branch. If the projected cost benefit, utilizing our current 6,057 average inmate population, was determined to be beneficial, then the group would reconvene to determine the appropriate recommendation on whether the County and Hospital District should pursue a Request for Proposals for contracting Dallas County’s jail health services.

FINANCIAL IMPACT

The Commissioners Court is presented with options for OB/Gyn care ranging from a lower-level, full-time OB/Gyn Family Practice doctor and nursing care of $223,782 to an eight-hour per week OB/Gyn who is supported with a full-time, mid-level service provider at a cost of $143,750 or continuing under the current service approach at a cost of $297,532.

RECOMMENDATION

Based on review of the information compiled by the Office of Budget & Evaluation, the consideration of service levels provided by other urban counties and with the clear understanding that the level and quality of inmate health care will be the same under any of the proposed scenarios as the care will be provided in the jail facilities or at Parkland Memorial Hospital it is recommended that the Commissioners Court adopt Option B which provides eight hours per week of on-site OB/Gyn care along with a full-time, mid-level service provider at a cost of $125,000 to $143,750. Under this scenario you could provide two four-hour OB/Gyn clinics per week or if it is felt more appropriate, you can provide a full day of OB/Gyn care per week.

The remaining recommendations made by Parkland Memorial Hospital should also be implemented: (1) clarify the responsibility of the Jail Health Medical Director and have all jail health physicians and mid-level service providers reporting to that position, (2) adopt a standard of care, and (3)
develop written referral criteria for when a female inmate should be transported to Parkland Hospital for OB/Gyn emergency room, specialty clinic or in-patient care.

Recommended by:

J. Allen Clemson, Administrator

Attachments
March 7, 2001

To: Allen Clemson
Commissioners Court Administrator

Through: Ryan Brown
Senior Budget & Policy Analyst

From: Amanda S. Perez
Budget & Policy Analyst

Subject: Comparative Inmate Health Data

The Office of Budget and Evaluation conducted a cursory comparison of inmate health budgets and staffing in the larger counties of Texas. The counties of Bexar, Harris, Tarrant, and Travis provided information for FY2000. The counties were asked to provide information in a similar format to Dallas County. The purpose of this memo is to present the results of this comparison.

Organizational Arrangement
Dallas County is the only county where the Health and Human Services Department manages the inmate health program. The County Sheriff manages Travis County's program and the Hospital District manages the programs in Tarrant and Bexar Counties. In Harris County, the program is managed jointly by the Sheriff and the University of Texas Medical School.

Funding
Dallas County is in the "middle of the pack" in terms of the cost of services. The County's Daily Cost per Capita is $3.21, in a range from $2.75 (Tarrant) and $5.52 (Harris). Additional information on hospital costs for the inmates would have provided a more complete picture of cost for rendering care to inmates; however, the information was not available from the other counties. These figures represent the cost of the in-jail health services.

Overall Physician Staffing
In relation to medical staffing, each county has a different approach. Dallas County has a combination of full-time and part-time medical staff and contract employees. Dallas County employs
seven physicians – three primary care, three psychiatrists, and one OB/Gyn for an average daily population (ADP) of 6,776. This staffing is roughly one full-time primary care physician for every 2,300 inmates.

By comparison, Travis County only employs one full-time primary care physician and contracts out for all other services. Travis County's ADP is about one-third of Dallas County at 2,654.

Tarrant County employs three full-time primary care physicians and two part-time residents at four hours each per week. The residents provide orthopedic and OB services. Overall they care for an ADP of 3,439.

Bexar County also employs three full-time physicians - one primary care physician and two psychiatrists - and one part-time primary care physician. They employ six medical assistants and one physician assistant for general inmate care as well. The ADP in Bexar County is 3,700.

Harris County employs six full-time physicians – five primary care and one resident psychiatrist. Optometry, orthopedics, and infectious disease among other part-time physicians have various schedules (some residents and some contract) ranging from one day a week to four hours a week. The ADP in Harris County is 7,847.

**OB/Gyn Services**

For only OB/Gyn services, Dallas County provides the most extensive time at 40 hours per week for approximately 880 female inmates. No other county employs a full-time OB/Gyn. The following is a comparison of this medical specialty. Please note that two out-of-state counties similar to Dallas County in size were surveyed in this area.

Harris County, with an average of 1,102 female prisoners, covers OB services between two individuals. A part-time OB/Gyn is available four hours per day with at least one resident and sometimes as many a three working directly under the faculty physician. (Cost information for the physicians was not available.) Harris County also employs a nurse practitioner specifically assigned to the OB issues and family practice issues. The Hours per Week (Scaled to Dallas County) is 31.9 hours of services – see attachment. The **Hours per Week (Scaled to Dallas County)** is a simple calculation to help put each of the counties’ service levels comparative to the 40 hours per week that Dallas County provides for its female inmates. For example, in Harris County with 40 hours a week of OB/Gyn services for 1,102 female prisoners a ratio of OB time per inmate is calculated. This time/inmate ratio is then multiplied by the Dallas County population of 880 females, and Harris County would roughly provide 31.9 hours a week for the OB services at Dallas County (when Dallas County provides 40 hours).

In Tarrant County there is a resident OB/Gyn that works four hours per week at $40/ hour for a female population of 515. The hours/week scaled to Dallas County is 6.8 hours.

Bexar County provides no OB/Gyn. The female prisoners (400 ADP) are sent to a clinic at their request for care. This is also the procedure in Travis County. They too have approximately 400 female inmates and all are sent to the prenatal clinic twice a week, if needed.
Hillsborough, Florida, has a female population of 542. They employ a part-time OB/Gyn three hours per week. This is equivalent to a Dallas County level of 4.9 hours of service per week.

Lastly, in Fairfax, Virginia, OB/Gyn services are offered three hours every other weekend for 200 female prisoners. This equivocates to 6.6 hours when scaled to the Dallas County level.

**Conclusions**

In short, Dallas County provides the highest level of care in OB/Gyn services. All other counties surveyed have coverage by a part-time employee, often times a resident, and with physician extenders (e.g. Physician Assistant or Nurse Practitioner). Please refer to the two attachments within this briefing for further detail on issues discussed.
Summary of OB/Gyn Arrangements in Surveyed Counties

<table>
<thead>
<tr>
<th>County</th>
<th># of Female Prisoners</th>
<th>Time of Specialist Available</th>
<th>Hours/week Scaled to Dallas *</th>
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<tbody>
<tr>
<td>Dallas</td>
<td>880</td>
<td>One full-time OB/Gyn</td>
<td>40.0</td>
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<tr>
<td>Harris</td>
<td>1,102</td>
<td>OB/Gyn 4 hours per day; Resident OB/Gyn 4 hours per day</td>
<td>31.9</td>
</tr>
<tr>
<td>Tarrant</td>
<td>515</td>
<td>Resident OB/Gyn 4 hours per week</td>
<td>6.8</td>
</tr>
<tr>
<td>Bexar</td>
<td>400</td>
<td>none; all female inmates are sent to nearby clinics</td>
<td>0.0</td>
</tr>
<tr>
<td>Travis</td>
<td>400</td>
<td>none; all female inmates are sent to prenatal clinic (Brackenridge) on Monday and Thursday</td>
<td>0.0</td>
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<tr>
<td>Hillsborough, FL</td>
<td>542</td>
<td>OB/Gyn 3 hours per week (on weekend)</td>
<td>4.9</td>
</tr>
<tr>
<td>Fairfax, VA</td>
<td>200</td>
<td>OB/Gyn 3 hours every other weekend</td>
<td>6.6</td>
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</table>

* adjusted for different population of female inmates
## Comparative Inmate Health

<table>
<thead>
<tr>
<th>County</th>
<th>Dallas</th>
<th>Travis</th>
<th>Tarrant</th>
<th>Bexar</th>
<th>Harris</th>
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</thead>
<tbody>
<tr>
<td><strong>Organizational Arrangement</strong></td>
<td>HHS</td>
<td>Sheriff</td>
<td>Hospital District</td>
<td>Hospital District</td>
<td>Sheriff (Nursing), UT (Physicians)</td>
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<tr>
<td><strong>Staffing (physicians - see bottom)</strong></td>
<td>123.05 FTE</td>
<td>82 FTE</td>
<td>71 FTE</td>
<td>71 FTE</td>
<td>95 FTE</td>
</tr>
<tr>
<td><strong>Nurses (FTE)</strong></td>
<td>94 FTE</td>
<td>40 FTE</td>
<td>28 FTE</td>
<td>74 FTE</td>
<td>95 FTE</td>
</tr>
<tr>
<td><strong>Other (FTE)</strong></td>
<td>29.05 FTE</td>
<td>41 FTE</td>
<td>40 FTE</td>
<td>54 FTE</td>
<td>121 FTE</td>
</tr>
<tr>
<td><strong># of Prisoners (ADP)</strong></td>
<td>6,776</td>
<td>2,654</td>
<td>3,439</td>
<td>3,700</td>
<td>7,847</td>
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<td><strong>FY2000 Budget (millions) - excludes drugs</strong></td>
<td>$6.2</td>
<td>$2.4</td>
<td>$2.8</td>
<td>$4.6</td>
<td>$13.4</td>
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<td><strong>FY2001 Budget (millions) - excludes drugs</strong></td>
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<td>$2.6</td>
<td>$2.6</td>
<td>$4.6</td>
<td>(calendar year)</td>
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<tr>
<td><strong>Pharmaceuticals (FY2000)</strong></td>
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<td>$450,005</td>
<td>$690,000</td>
<td>$496,303</td>
<td>$2,400,000</td>
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<tr>
<td><strong>Cost Per Capita (FY2000)</strong></td>
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<td>$1,584</td>
<td>$803</td>
<td>$1,232</td>
<td>$1,708</td>
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<tr>
<td><strong>Cost Per Capita Including Drugs (FY2000)</strong></td>
<td>$1,171</td>
<td>$1,753</td>
<td>$1,004</td>
<td>$1,366</td>
<td>$2,014</td>
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<td><strong>Daily Cost Per Capita (FY2000) (including Drugs)</strong></td>
<td>$3.21</td>
<td>$4.80</td>
<td>$2.75</td>
<td>$3.74</td>
<td>$5.52</td>
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### Number of Obstetric/Gynecologic Encounters
- **Dallas**: 38 / week
- **Travis**: 15-20 / week
- **Tarrant**: 50-60 / week
- **Bexar**: 43 / week
- **Harris**: 50-60 / week

#### Pharmacists

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<thead>
<tr>
<th>Full Time</th>
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</thead>
<tbody>
<tr>
<td>3 - Primary Care</td>
<td>1 - Primary Care</td>
</tr>
<tr>
<td>3 - Psychiatrist</td>
<td>1 - Internal Medicine</td>
</tr>
<tr>
<td>1 - OB</td>
<td>2 - Family Practice</td>
</tr>
<tr>
<td>1 - Psychiatrist</td>
<td>2 - Psychiatrists</td>
</tr>
</tbody>
</table>

#### Physician Extenders
- **PA ($70,000)**
- **NP (OB/FP)**
- **Medical Assistants ($30,000)**
- **NP**

#### Part Time (& contract)

<table>
<thead>
<tr>
<th>Primary Care - 108 hours/ week @ $50/hour (currently 48 hours is vacant)</th>
<th>Additional contractual services for psychology and dental</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psychiatry/Psychology</td>
<td>1 - Resident (Ortho) 4 hr/week @ $40/hour</td>
</tr>
<tr>
<td>30 hrs/week @ $50/hour (among 3 drs)</td>
<td>1 - Resident (OB) 4 hr/week @ $40/hour</td>
</tr>
<tr>
<td>15 hrs/week @ $27.86/hour (vacant)</td>
<td>1 - Dentist 4 hr/week @ $30/hour</td>
</tr>
<tr>
<td>10 hrs/week @ $105/hour</td>
<td>1 - Dentist 4 hr/week @ $30/hour</td>
</tr>
<tr>
<td>12 hrs/week @ $65/hour</td>
<td>1 - Dentist 4 hr/week @ $30/hour</td>
</tr>
<tr>
<td>$26,000 psych fellowships program</td>
<td>1 - Dentist 4 hr/week @ $30/hour</td>
</tr>
<tr>
<td>1 - Dentist ($46.13 per hour at 8 hours/ wk)</td>
<td>currently vacant</td>
</tr>
</tbody>
</table>

#### Physician Coverage
- **OB (4hrs/day)**
- **Primary Care (20 hr/week for $60,000)**
- **Resident (Ortho) 4 hr/week @ $40/hour**
- **Resident (OB) 4 hr/week @ $40/hour**
- **Resident (OB) 4 hr/week @ $40/hour**
- **Resident (Ortho) 4 hr/week @ $40/hour**
- **Resident (OB) 4 hr/week @ $40/hour**
- **Resident (Ortho) 4 hr/week @ $40/hour**
- **Resident (Ortho) 4 hr/week @ $40/hour**
- **Resident (Ortho) 4 hr/week @ $40/hour**
- **Resident (Ortho) 4 hr/week @ $40/hour**
- **Resident (Ortho) 4 hr/week @ $40/hour**

#### Orthopedics and Surgery Operations
- **1 to 3 Residents (OB) - 4hrs/day**
- **1 to 3 Residents (Ortho) - 4hrs/day**
- **1 to 3 Residents (Ortho) - 4hrs/day**
- **1 to 3 Residents (Ortho) - 4hrs/day**
- **1 to 3 Residents (Ortho) - 4hrs/day**
- **1 to 3 Residents (Ortho) - 4hrs/day**
- **1 to 3 Residents (Ortho) - 4hrs/day**
- **1 to 3 Residents (Ortho) - 4hrs/day**

#### TOTAL of 12 Additional Physicians/Dentists

All non-referral OB visits are seen by PC physician, at clinic (outside jail). 47 OB visits and 295 OB visits; all 3rd trimester inmates are put in infirmary for bedside nursing (90 bed).
December 27, 2000

TO: Allen Clemson
Commissioners Court Administrator

FROM: Ryan Brown
Senior Budget and Policy Analyst

SUBJECT: Sheriff’s Office Medical Transports (Female)

The Sheriff’s Office is staffed with three deputies who are responsible for performing scheduled medical transports to Parkland and other medical facilities. In addition the Sheriff’s Office is authorized 22 deputies assigned to the various jail facilities who are responsible for transporting inmates as needed.

During the last twelve months 253 female inmates and over 2,000 male inmates were transported to Parkland for scheduled appointments. The number of female and male inmates transported at any one time varies from one to eight depending on the scheduling of the appointments. Generally, if there is more than one inmate the Sheriff’s Office sends a Detention Service Officer to Parkland so that they can supervise the inmates while the deputy returns the detention facility to move other inmates.

If the full-time OB/GYN is decreased to part-time it is anticipated, based on the number of transport prior to the OB/GYN being made full-time, that the number of scheduled female medical transports will increase by approximately 100 annually. An additional, 100 transports would represent less than a 4% increase in the total number of transports. The addition of a 100 transports annually would not result in the need for any additional full-time staff but would have an overtime cost if the Sheriff’s Office started regularly staffing Detention Service Officers to be available to go to Parkland.
## Jail Health OB/GYN Activity

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</thead>
<tbody>
<tr>
<td>Dr. Glaze</td>
<td>Saw</td>
<td>Decker</td>
<td>38</td>
<td>33</td>
<td>34</td>
<td>29</td>
<td>24</td>
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<td>North Tower*</td>
<td>124</td>
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<td>52</td>
<td>37</td>
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</tbody>
</table>

* Indicates no separate counts for Asks (questions) versus Saw (actually seen) inmates were kept at this location.

### North Tower asks / saw logs were sampled for October, July and December and H&HS monthly report were adjusted to show asks / saw for the North Tower

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<tr>
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<td>Decker</td>
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### Totals

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### Transfers to Parkland

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### Jail Population

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<tr>
<td>Female Est. @ 10%</td>
<td>801</td>
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Memorandum

Date: January 24, 2001

To: Allen Clemson

From: Samuel L. Ross, MD
      Sr. Vice President
      Ambulatory Services

      Nina McIntosh, RN
      Vice President
      Ambulatory Services

Subject: Jail Health OB/GYN Services

Attached are our recommendations for Jail Health OB/GYN Services. We tried to view this issue from an overall healthcare delivery perspective to determine what would be reasonable and necessary to care for the inmate population.

Please let us know if you require additional clarification.

C Ron Anderson, MD
Background

Several years ago it was determined that there was a need to better address Women's Health Services in the Dallas County Jail Health System due to increasing volumes of female inmates. Initially, this care was performed by a contract OB/GYN physician at an hourly rate of $47 per hour. About one year ago, the job was converted to a full time equivalent position at a salary of $200,000 per year.

Due to recent concerns about the level of services provided and the current salary, Parkland Senior Management was asked to assess the situation and make specific recommendations about the standard of care for OB/GYN service, appropriate staffing level(s) and compensation.

Recommendations:

1) Dallas County Jail Health Services should adopt a standard of care/scope of service for women's health as outlined in Attachment A. These standards are adapted from information we reviewed from the following sources:

   - Cook County (Chicago) Jail Women's Health Services
   - Harris County (Houston) Jail Women's Health Services
   - Dallas County Jail Women's Health Services
   - National Commission on Correctional Health Care
   - American Academy of Family Physicians – Periodic Health Examination Guidelines

2) Dallas County should develop a job description specific to Women's Health Services for an OB/GYN or Family Practice specialty physician and assign the appropriate grade. The job description should include the minimum qualifications:

   - MD/DO from an accredited school of medicine
   - At least 5 years of work related experience
   - Licensed in the State of Texas
   - Board eligible/certified in the specialty of OB/GYN or Family Practice
Salary Range: $125,000 - $150,000 for a full-time position; dependent on specialty training and years of experience. Any portion of a FTE position would be pro-rated accordingly.

Salary recommendations are based on community (local and national) ranges for Family Practice and OB/GYN physicians in an ambulatory care setting performing office-based evaluation, management and procedures with limited on-call responsibilities.

Data Sources: Parkland Health & Hospital System (Community Oriented Primary Care)
Cook County (Chicago) Jail Health System
Harris County Jail Health System
University of Texas Southwestern Medical School – Dept. of OB/GYN

3) The role of the Jail Health Medical Director should be clarified. It is also recommended that all jail health physicians/mid-level providers report to that individual for implementation and supervision of all clinical services performed by providers. He/She should be involved in the hiring process for all providers.

4) Written referral criteria should be documented for transfers to Parkland for OB/GYN emergency room, specialty clinic and inpatient care.

5) If the physician services are part-time, a full-time mid-level provider should be hired to provide women’s health services. However, the mid-level would require supervision by the OB/GYN or FP physician.

6) All Jail Health Physicians’ Compensation should be reviewed at least annually for market adjustments and issues of internal equity.
March 7, 2001

TO: Commissioners Court

THROUGH: Ryan Brown, Acting Budget Officer

FROM: Carlo P. Pacot, Budget and Policy Analyst

SUBJECT: Auditors Office Request for New Payroll Audit Position

BACKGROUND

The County Auditor has requested an Accounting Clerk III (Grade 8) for the Payroll Section (see attached). During the FY2001 budget process departments were asked to identify 5% expenditure reductions/revenue increases in their budgets that could be used for a County-wide pay increase. The Auditor offered a position in the payroll section, as part of their 5% expense reduction, in anticipation of the benefits from the new Oracle Payroll/HR System processes. This position was subsequently deleted as part of the FY2001 budget. The purpose of this briefing is to make a recommendation on this request.

OPERATIONAL IMPACT

One of the process changes under Oracle Payroll/HR (that would have reduced the Auditor’s workload) was the transfer of the responsibility for input of court orders and travel data from the Auditors Office Payroll section to the departments. However, implementation problems and training issues have delayed this process change. The Auditor projects that less than 50 percent of the departments will be inputting court orders and travel data by the end of fiscal year. As such, data entry of court orders and travel data are still done at the Auditor’s office resulting in significant overtime by the payroll section staff.

In addition, the ongoing implementation problems with Oracle Payroll/HR have resulted in an increase in the number of pay inquiries. The payroll help-line has logged 805 telephone/e-mail inquiries during the first quarter. This equates to approximately 40 inquiries per day and is using up a large portion of the staff’s time.

Through mid-February, staff in the payroll section have recorded a total of 1,725 hours of overtime, almost the equivalent of one full time position. The four non-exempt employees have worked 809 of these hours resulting in $8,600 paid in overtime.
FINANCIAL IMPACT

The total cost of an Accounting Clerk III for the remainder of the year is $17,865, including benefits. It is anticipated that the addition of an Accounting Clerk III will save about $16,000 in overtime for the remainder of FY2001. The Office of Budget and Evaluation projects that the department will have sufficient salary lag funds to cover the cost of this position.

RECOMMENDATION

The Office of Budget and Evaluation recommends the creation of an Accounting Clerk III position in the Payroll Section of the County Auditor's Office for the remainder of FY2001. The continued need for this position will be reviewed during the FY2002 budget process and will be tracked in the Auditor's quarterly performance measures.

CC: Virginia Porter, County Auditor
    Mattye Mauldin-Taylor, Personnel Director
February 21, 2001

TO: Commissioners's Court

FROM: Virginia Porter, County Auditor

SUBJECT: Reinstatement of Position 964

BACKGROUND

During the budget process for FY2001 we were asked to look for areas to save 5%. The payroll area offered position number 964 for deletion contingent upon various processes becoming automated in the Oracle system. Due to implementation problems, ongoing system problems, system limitations, and delays in training needed to move these processes out of payroll and into the departments we request this position be reinstated.

IMPACT ON OPERATIONS

Since the implementation of Oracle and Kronos October 1, 2001 the payroll staff has worked a total of 1725 hours of overtime. The exempt staff has worked time 915.10 hours and the non-exempt staff has worked 809.90 (overtime was paid for this). Additionally, four employees outside the payroll section continue to devote significant man-hours trouble shooting Time and Attendance issues. By reinstating this position we believe a large portion of this paid overtime can be eliminated.

As approved by Court Order 2000-2405, professional support services were contracted to complete reconciliation and error correction efforts as a result of delayed reporting functionality of the Oracle Payroll system. 438.5 hours of service allowed us to finalize and correct salary conversion data and edit YTD summaries before the W-2 reporting deadline.

LEGAL

A contingency position for payroll was approved at the County Auditor's public hearing regarding number of assistants for FY 2001. Funding for the position was deferred pending justification during the year.
FINANCIAL IMPACT

The annual salary for a Grade 8 position is $30,625 including benefits. The impact for the remainder of FY2001 is $17,865. Funding for this is available through department salary lag.

RECOMMENDATION

Provide funding for contingent Accounting Clerk III position to reduce overtime hours being worked by non-exempt employees. Workload measures for the entire section will be closely monitored with any re-justification of the position submitted annually.

Cc: Ryan Brown
    Mattye Maulden-Taylor
March 7, 2001

TO: Commissioners Court

THROUGH: Ryan Brown
Acting Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: Judge Pruitt D.D.A. /Merit Pay

BACKGROUND

Department Discretionary Account (D.D.A.) guidelines allow department heads and elected officials to transfer all unspent merit funds to their D.D.A. (policy attached). In FY2000, Judge Jim Pruitt, County Criminal Court #2, did not distribute a $2,519 merit pay increase to his court reporter and instead had this amount transferred to his D.D.A. Judge Pruitt has requested that he receive on-going D.D.A. credit for the FY2000 unspent merit amount. The purpose of this briefing is to make a recommendation on this request.

OPERATIONAL IMPACT

D.D.A. guidelines state that “D.D.A. increases which result from multi-year savings and/or ongoing revenue increases will be an amount equal to one full year of such savings or revenue increases”. Commissioners Court has approved one exception to this policy: the contract Court Reporter initiative (which has resulted in a substantial savings to the County).

Judge Pruitt’s argument for on-going D.D.A. credit is that the County will continue to benefit from the lower salary, thus creating a permanent savings for the County. It is true that when a department head elects to forego distributing merit raises, the County has ongoing savings as long as that employee remains with the County. For court reporters, this saving continues even after the employee leaves. Policy requires that a new Court Reporter be paid the same amount as the departing Court Reporter, regardless of experience.

Even with this ongoing saving, the Office of Budget and Evaluation recommends maintaining the existing policy that unspent merit be transferred to the D.D.A. for only one year. This is consistent with how other departments that have received D.D.A credit for unspent merit funds have been handled.
FINANCIAL IMPACT

In FY2000, Judge Pruitt received a $2,519 credit to his D.D.A. for the unspent merit initiative. If Commissioners Court approves Judge Pruitt’s request, the financial impact for FY2001 will be $2,519 and $2,519 per year for FY2002 forward.

RECOMMENDATION

The Office of Budget and Evaluation does not recommend Judge Pruitt’s request to receive on-going D.D.A. credit for FY2000 unspent merit funds. Judge Pruitt will be available to discuss this recommendation during the briefing session.

Should Commissioners Court choose to grant Judge Pruitt’s request, the Office of Budget and Evaluation recommends that it be extended only to unspent Court Reporter merit due to the permanent nature of the savings. In addition, it is recommended that the unspent merit be split each year equally between the department’s D.D.A. and savings to the taxpayer line items.
"immediate credit" earned pursuant to paragraph i) above will be used to adjust the savings calculation, to prevent double-counting.

g) There is no ceiling on the balance that can be accumulated in the D.D.A. although each transfer to the D.D.A. will be subject to a maximum of ten (10) times the initial value of the seed contribution (from Table I), which would range from $5,000 to $100,000 depending on department size, per type of management initiative. Example: Holding a vacant position open is a type of management initiative; saving County funds by halting an activity that is no longer needed is a different management initiative; saving County funds by improving service delivery is a different management initiative. Each different type of management initiative is subject to a separate ten times maximum transfer allowance.

h) Entrepreneurial action that requires up-front funding (e.g., use of reserves) will be evaluated in such a way that D.D.A. credit will not be awarded until the promised savings are actually achieved or assured.

i) D.D.A. awards may be shared among more than one department and such multi-department initiative is strongly encouraged. The sharing will generally be proportional to each department's contribution to the savings.

Procedure to Request Transfer - The form entitled “Departmental Discretionary Account - Request for Increase” is the form to be used in requesting and justifying the transfer of funds to a D.D.A. The completed form and any supplementary material should be directed to the Office of Budget and Evaluation for briefing to the Commissioners Court.

Unspent Merit Pool Funds - At the conclusion of a department's distribution of Merit Pool funds (both merit and lump sum distributions), any remaining funds will be transferred into the department's DDA account. The Office of Budget and Evaluation will be responsible for making this transfer and notifying the department and the Court of the amount of the transfer. Departments wishing to transfer these funds into their DDA account will:

1) Obtain confirmation in writing from Personnel of the amount of unused merit pool funds remaining.

2) Submit a D.D.A. Request for Increase form, with a copy of the unused merit pool funds confirmation from Personnel attached, to the Office of Budget and Evaluation DDA Coordinator for processing.

3) The Office of Budget and Evaluation will brief the Court on the transfer of unused merit pool funds to the DDA either on the Miscellaneous agenda or in an inclusive briefing with several
March 13, 2001

MISCELLANEOUS

1) COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS requests payment of FY2001 Annual Dues in the amount of $1,500. Funding is available from Countywide Dues & Subscriptions (00120.9910.02080.2001).

2) OPERATIONS - rebrief - reports that as of this writing, staff has called the bonding company in Utica, NY and left word requesting a call back to discuss the situation of Relief of Default Termination of Triple R ("Contractor") on the Sixth Floor Museum Elevator Expansion and neither of the persons responsible for this project were available on Tuesday, March 6, 2001 and as of 11:00 a.m. Wednesday, March 7 our calls have not been returned. After contact is made with the bonding company a handout briefing will be prepared and distributed as soon as possible.

3) HEALTH & HUMAN SERVICES - requests permission to accept donated equipment from the Texas Department of Health to Dallas County Health and Human Services Department inventory as follows:

<table>
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<tr>
<th>Item</th>
<th>Serial #</th>
<th>Quantity</th>
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<tr>
<td>Mettler Toledo Top Loading Balance</td>
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<td>Thermolyne MaxiMix II Mixer</td>
<td>Fisher #12-814-5</td>
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<tr>
<td>Dell Opti Plex Computer Model #DCM</td>
<td>CSVHG</td>
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4) M/WBE - requests:

a) permission to purchase a recording/transcribing device from Office Depot to be used for the NCTRCA Board Meetings at no cost to Dallas County. The agency will reimburse Dallas County for the full amount of $65.41 as follows:
- Sony M-100MC Micro-cassette Recorder, Item #920-133, $60.56
- Micro-cassettes, Item #569-533, 3-pk, $1.86
- Batteries, Item #343-749, 4-pk, $2.99
b) permission to pay the North Central Texas Regional Certification Agency for FY2001 Membership Fees in the amount of $28,600. Funding is available from Countywide Dues & Subscriptions (00120.9910.02080.2001).

5) **GOVERNMENTAL AFFAIRS** - submits filing of the Certificate of Completion of Continuing Education Requirements for the year 2000 by Commissioner Kenneth A. Mayfield.

6) **JUVENILE** - requests permission to take a County vehicle outside of County lines to transport counselors of the Substance Abuse Unit to the Parent Connection Support Group Facilitator Training in Longview, Texas on March 27, 2001.

7) **TARGET: KIDS IN COURT** - requests permission to post Agenda/Flyer in the George Allen Courts Building.

(PLEASE REFER TO INFORMATION ITEM #7)

8) **COUNTY AUDITOR** - requests permission to replace the $25 change fund for the Justice of the Peace, Precinct 6, Place 1 due to missing funds reported on May 11, 2000 during the term of former Judge Diana Orozco.

(PLEASE REFER TO INFORMATION ITEM #8)

9) **ELECTIONS DEPARTMENT** - requests Use of Facilities Space and Parking and Security for the upcoming Joint election to be held on May 5, 2001.

(PLEASE REFER TO INFORMATION ITEM #5)

10) **FACILITIES MANAGEMENT** - requests:

a) authorization to build a portable filing station for the District Clerk, George Allen Court Building to provide a mechanism to file pleadings and time sensitive documents after hours. Estimated cost is $1,250. Funds are available in Fund 126 (Permanent Improvement), FY2001 Budget, 70038 (Minor Building Alterations).
b) authorization to replace the drop ceiling in the Auditor's Office, Accounts Payable/Financial Reporting area due to the general poor condition of the ceiling. Estimated cost is $9,800. Funds are available in Fund 126 (Permanent Improvement), FY2001 Budget, 70038 (Minor Building Alterations).

c) authorization to install directional lighting, build two computer stands, one podium and a mobile bookshelf for use in the courtroom of Judge David Evans, 193rd Civil Court, George Allen Courts Building. Estimated cost is $2,700. Funds are available in the Courts DDA account. Fund 120 (General Fund, 4165 (193rd Civil District Court, 2230 (DDA Spendable Balance), FY2001 Budget.

TRAVEL REQUESTS

11) HEALTH & HUMAN SERVICES - requests:


b) Marvin Watts - HUD Training for Internet 50058/MTC 2000 - Grapevine, TX - March 19, 2001: $228 from Grant Fund, Section 8 Department, Training Fee Account, FY2001 Budget, (00466.08001.02460.2001).


d) Kervin Anderson, Keron Graves, and Roderic Gerald - Section 8 Housing Quality Standards Training - Austin, TX - April 8-10, 2001: $1,454.54 from Grant Fund, Section 8 Department, Training Fees Account, FY2001 Budget, (00466.08001.02460.2001).

MISCELLANEOUS EQUIPMENT

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<td>ITEMS:</td>
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<td>ESTIMATED COST:</td>
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<td>FUNDING SOURCE:</td>
<td>Reserve and Contingency, Furniture and Equipment</td>
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<td>EXPENDITURE SOURCES:</td>
<td>00120.1060.2090.2001 (General Fund, Office of Budget and Evaluation, Property less than $500, FY2001)</td>
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<td>PROPOSED ACTION:</td>
<td>The Office of Budget and Evaluation requests to purchase one (1) replacement Administrative Chair for one of the Budget Analyst positions. Recommended by the Office of Budget and Evaluation.</td>
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TELECOMMUNICATIONS REQUESTS

**Constable Precinct 6-1 M-0101061** - requests to install one coaxial cable to provide access to mainframe. Installation: $71.38; no monthly service increase. **Recommended.**

**Sheriff M-0102032** - requests to install two data-line cables on the 1st floor, Room A-1026 to provide network access. Installation: $110.95; no monthly service increase. **Recommended.**

**Medical Examiner** - requests:
- **M-0102021** - to install a data-line in Room 306 to provide network access. Installation: $45.50; no monthly service increase. **Recommended.**
- **M-0102022** - to install a data-line in Room 310 to provide access for network printer. Installation: $45.50; no monthly service increase. **Recommended.**

**Household Hazardous Waste M-0102081** - requests to re-install demarcation board which had to be removed to accommodate construction and renovation project. Installation: $71.00; no monthly service increase. **Recommended.**

**191st Civil District Court M-0102078** - requests to install a single-line to support a fax machine in Room 314Z. Installation: $105.00; no monthly service increase. **Recommended.**
J.P. Court Precinct 5-2 M-0102075 - requests to provide programming changes on phones to accommodate changes in department. Installation: $45.50; no monthly service increase. Recommended.

District Clerk M-0102080 - requests to install a second multi-line phone in Room 137 of the North Dallas Government Center. Installation: $52.50; no monthly service increase. Recommended.

Public Works M-0102083 - requests to install a data-line on the 4th floor of the Administration building to provide network access. Installation: $110.00; no monthly service increase. Recommended.

Personnel/Civil Services M-0102082 - requests to rewire phone in Room 103 so that cable is not exposed in the dangerous manner it currently is. Installation: $31.50; no monthly service increase. Recommended.

Juvenile M-0102084 - requests to install two data-lines cables to provide network access. Installation: $91.00; no monthly service increase. Recommended.

CSCD M-0102086 - requests to install a new multi-line phone with a ring down button to the reception desk next door for security. Installation: $31.50; no monthly service increase. Recommended.

Suzanne Kays Jail M-0102085 - requests to install three coaxial cables in three locations to provide connection to the mainframe. Installation: $310.00; no monthly service increase. Recommended.

J.P. Court Precinct 7-1 M-0102079 - Judge requests that the single-line on the bench be replaced with a multi-line due to limited use of the single-line. Installation: $150.00; no monthly service increase.

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

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