DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

MAY 15, 2001

9:00 a.m. Public Hearing on Proposed Commissioners Court Precinct, and Justice of the Peace, Constable Precinct Redistricting Plans

2:00 p.m. Press Conference

7:00 p.m. Public Hearing on Proposed Commissioners Court Precinct, and Justice of the Peace, Constable Precinct Redistricting Plans

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9) **Miscellaneous, Travel Requests, Miscellaneous Equipment,**
    and Telecommunications Requests ............................... 74-79
FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

DATE(s) TO REMEMBER
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
DATE: May 8, 2001
SUBJECT: CITY OF DALLAS AIDS INVESTIGATION CONTRACT

BACKGROUND OF ISSUE

One of the major facets of the Dallas County Health and Human Services' Department is the prevention of the spread of communicable diseases. Dallas County has contracted with the City of Dallas AIDS Intervention Program since 1987. AIDS is a communicable disease and the surveillance program has the responsibility of surveying and accounting for every AIDS case in Dallas County.

The Dallas County Health and Human Services' Department has received the City of Dallas AIDS Investigation contract authorized by Council Resolution No. 01-1248 between Dallas County and the City of Dallas.

The term of the contract will be May 1, 2001 through April 30, 2002.

OPERATIONAL IMPACT

Council Resolution No. 01-1248 of the City of Dallas AIDS Investigation contract continues to fund one (1) Disease Intervention Specialist currently on staff with Dallas County. There is no additional program impact to Dallas County from this agreement.

LEGAL IMPACT

The County Judge is required to sign the contract after approval by the Commissioners Court.
FINANCIAL IMPACT

Council Resolution No. 01-1248, AIDS Investigation Program provides $37,142 for salaries and fringe benefits, and $358 for mileage. A total of $43,557 is needed to fund the Disease Intervention Specialist position. The difference of $6,057 represents the County’s match.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the City of Dallas AIDS Intervention contract authorized by Council Resolution No. 01-1248, and authorizes the County Judge to sign the contract 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
INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF DALLAS AND DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

This INTERLOCAL COOPERATION CONTRACT ("Contract") is made and entered into by and between the City of Dallas, a Texas municipal corporation, located in Dallas County, Texas ("CITY"), and Dallas County Department of Health and Human Services, a political subdivision of the State of Texas ("CONTRACTOR").

WITNESSETH:

WHEREAS, concern about AIDS spreads broadly across virtually all demographic groups; and

WHEREAS, a comprehensive approach to prevention, education and treatment is required to reduce the rate of HIV infection; and

WHEREAS, General Funds dollars have been designated by the City Council to provide public health and medical services for the increased number of low-income and indigent persons due to HIV and HIV-related illness; and

NOW, THEREFORE, City of Dallas seeks to enter into an interlocal agreement with Dallas County Department of Health and Human Services to continue the AIDS Investigation Program, evidences the following:

PART I. CONTRACTOR'S OBLIGATIONS

1. Services to be Provided

Contractor shall provide services as described in Exhibit "A" ("Statement of Services" or "Services") benefitting Dallas residents. Such services shall be provided in accordance with the schedule and budget set forth in Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes.

2. Standards of Work

CONTRACTOR agrees that the performance of work and services under this Agreement shall conform to high professional standards. Satisfactory performance of this Agreement shall be measured in part by: 1) adherence to the Agreement; 2) results of any audits taken; and 3) timeliness, completeness, and accuracy of required reports. CONTRACTOR recognizes, agrees and understands that Eligible Persons as defined herein shall constitute no less than 100% of those individuals receiving services funded by this Agreement.

3. New Construction

In the event construction or renovation work is included under this Agreement,
CONTRACTOR shall be entitled to use CITY funds herein for only the construction or renovation described in the budget and CONTRACTOR hereby agrees to comply with any regulations or laws applicable because of the use of CITY funds.

4. Personnel

A. CONTRACTOR shall provide all personnel necessary to perform its obligations under this Agreement.

B. All officers and employees of CONTRACTOR shall be solely responsible to the Board of Directors of CONTRACTOR, and the CITY shall not have any authority, responsibility or liability with respect thereto. The function of all persons employed by CONTRACTOR shall be at the discretion of the officers and the Board of Directors of CONTRACTOR.

5. Retention and Accessibility of Records/Reports

A. CONTRACTOR shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement for three (3) years following the term of this Agreement and in a manner which conforms with this Agreement. CONTRACTOR shall comply with the retention and custodial requirements for records as set forth in all applicable state and federal laws and regulations.

B. CONTRACTOR shall give the Auditor of the CITY or any of his duly authorized representatives, access to and the right to examine all books, accounts, Eligible Persons' records, reports, files and other papers, things, or property belonging to or in use by CONTRACTOR pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by CONTRACTOR. CONTRACTOR agrees to maintain records in an accessible location. CONTRACTOR shall include the substance of this subsection in all subcontracts. Further, the above mentioned agency shall not identify directly or indirectly, an Eligible Person in any report, research, or audit, or otherwise disclose the identity of an Eligible Person in any manner whatsoever.

C. CONTRACTOR shall insure that confidentiality of the medical records of Eligible Persons shall be maintained in accordance with applicable law, and shall not be disclosed without the Eligible Persons' or Eligible Persons' parent(s) or legal guardians, in the case of a minor, written consent except as may be required by law or as may be necessary to provide service to Eligible Persons.

6. Demand Reports

CONTRACTOR shall submit to the Environmental and Health Services Director or the City Council, within ten (10) days of CITY's request, any reports so requested relating to the performance of this Agreement.

7. Cessation Of Operations

If for any reason CONTRACTOR dissolves or ceases to exist, files for relief under federal bankruptcy law, and terminates this Agreement, the CITY shall have the right, but not the obligation, to assume the operation of same but in no event shall the CITY be liable for any obligation or indebtedness of CONTRACTOR, unless otherwise expressly agreed in writing.

8. Audits

A. Unless otherwise directed by the CITY, CONTRACTOR shall arrange for the performance of an annual financial and compliance audit of funds received and performance rendered under this Agreement. Such audit shall be performed either by CITY personnel or an
outside independent auditor.

B. The CITY reserves the right to conduct a special financial and compliance audit of funds received and performances rendered under this Agreement if, in the sole opinion of CITY, such action is determined to be necessary. CONTRACTOR agrees to permit CITY or its authorized representative to audit CONTRACTOR'S records, books and accounts related to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. CONTRACTOR understands and agrees that it shall be liable to CITY for any costs disallowed pursuant to special or annual financial and compliance audit(s) of funds received under this Agreement. CONTRACTOR further understands and agrees that reimbursement to CITY of such disallowed costs shall be paid by CONTRACTOR within thirty (30) days of CITY'S request and from funds which were not provided or otherwise made available to CONTRACTOR under this Agreement.

9. Monitoring

CITY reserves the right to perform periodic on-site monitoring of CONTRACTOR’S compliance with the terms and conditions of this Agreement, and of the adequacy and timeliness of CONTRACTOR’S performance under this Agreement. After each monitoring visit, CITY shall provide CONTRACTOR with a written report of the monitor’s findings. If the monitoring report notes deficiencies in CONTRACTOR’S performance under this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CONTRACTOR. Failure by CONTRACTOR to take action specified in the monitoring report may be cause for suspension or termination of this Agreement.

10. Insurance

Contractor shall fulfill the minimum insurance requirements and comply with the indemnity provisions provided in Exhibit "C", attached hereto and made a part hereof.

PART II. CITY'S OBLIGATIONS

1. Payment

A. In consideration of the Services to be performed by Contractor, the CITY shall pay to Contractor an amount not to exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED and No/100 ($37,500.00) DOLLARS as costs approved by CITY, to be paid from Fund 0001, Agency EHS, Org. 4036, Object Code 3099, Vendor No. 254643 and Encumbrance No. PDGH183242, in accordance to the attached City Council Resolution.

B. By reimbursement:

(i) upon submission to the CITY of itemized invoices no later than the 20th day of each month, setting forth in detail the amounts expended in the previous month, along with supporting documentation including but not limited to the reports attached hereto as Exhibits "A", "B", "C", all made a part of this Agreement and including canceled checks, receipts, vouchers, and/or bills paid;

(ii) For allowable expenses as described in Exhibits "A", "B" and "C" of this Agreement and in accordance with the request for payment procedures included in Exhibit "E";

(iii) Within 30 days, unless additional documentation or explanation is required;

(iv) Directly to CONTRACTOR; and
C. Payment may be denied for noncompliance if required financial and other reports are not provided for the monthly periods or if Program requirements are not met as specified in statement of services.

D. CITY shall not be responsible for any other costs of the Program. This Agreement is contingent upon funding being available and approved by the CITY Council. CONTRACTOR shall have no right of action against CITY in the event that CITY is unable to perform its obligations under this Agreement as a result of the suspension, termination, withdrawal or lack of funding herein. If funds become unavailable, provisions of the Termination article shall apply.

2. Expenditure Limitations

A. CONTRACTOR shall limit the use of CITY disbursements to:
   i. Public purposes described in this Agreement and the applicable regulations;
   ii. Services described in Exhibit "A" of this Agreement;
   iii. Payment of its obligations and indebtedness relating to purchase of supplies, equipment and required insurance, and further limited however, to the categories and description of work listed in Exhibits "A", "B", and "E";
   iv. Costs which are documented in a manner satisfying the requirements of Part II of this Agreement.

B. To be eligible for reimbursement under this Agreement, a cost must have been incurred within the term and paid by the CONTRACTOR prior to claiming reimbursement from the CITY or encumbered by the last day of the term and liquidated no later than 45 days after the end of the term.

C. Unless specifically authorized in this Agreement or amendment(s) hereto, none of the funds provided by the CITY shall be used to pay overtime. CONTRACTOR shall be responsible for any obligations of overtime pay due employees which are not so authorized by CITY.

D. CONTRACTOR shall immediately notify the CITY of any deviation from CONTRACTOR'S present status quo which could significantly affect CONTRACTOR'S ability to perform any provision, condition or objective of this Agreement including, but not limited to, changes in applicable law or CONTRACTOR'S financial condition.

E. CONTRACTOR certifies by execution of this Agreement that its payment of franchise taxes is current or, if CONTRACTOR is exempt from payment of franchise taxes, that it is not subject to the State of Texas franchise tax. A false statement regarding franchise tax status shall be treated as a material breach of this Agreement and grounds for termination at the option of CITY. If franchise tax payments become delinquent during the Agreement term, payments under this Agreement will be held until the delinquent franchise taxes are paid in full.

F. CONTRACTOR hereby certifies that it shall timely pay all withholding tax. Failure to pay such withholding tax resulting in an IRS levy shall be treated as a material breach of this Agreement and grounds for termination at the option of CITY. Payments shall be withheld under this Agreement until such tax is paid in full and proof of same is presented to the Director.

3. Commingling of Funds

CONTRACTOR shall prevent commingling of CITY disbursements and any other funds.
4. **Excess Payments**

CONTRACTOR shall refund to CITY any sum of money which has been paid to CONTRACTOR by CITY, which CITY determines has resulted in overpayment to CONTRACTOR, or which CITY determines has not been expended by CONTRACTOR strictly in accordance with the terms of this Agreement. Such refund shall be made by CONTRACTOR to CITY within thirty (30) calendar days after such refund is requested by CITY. CITY shall have the right to withhold all or part of any future payments to CONTRACTOR to offset any reimbursement made to the CONTRACTOR for any ineligible expenditures not refunded to the CITY.

City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Contractor, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

5. **Solicitation of Other Funds**

Contractor shall use its best efforts to solicit funds and grants from all other available sources, public and private, to support and pay for the delivery of services under this Agreement.

**PART III. GENERAL PROVISIONS**

1. **Definitions**

Terms not particularly defined herein shall be construed as defined in the exhibits attached hereto and incorporated herein by reference for all purposes, or normal usage if not defined therein.

2. **Term**

The initial term of this CONTRACT shall commence on May 1, 2001, and continue in full force and effect through April 30, 2002, unless this CONTRACT is sooner terminated pursuant to its provisions relating thereto. All work is to be completed by the expiration date, provided that upon the request of Contractor, the Director may extend the term hereof for good reason.

3. **Notices**

Any notices, payments, statements, or demands required or permitted to be given hereunder by either party to the other may be effected in writing by personal delivery, or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

**If intended for CITY, to:**
Mary K. Vaughn, Director
Environmental and Health Services Dept.
1500 Marilla, Suite 7AN
Dallas, Texas 75201

**If intended for Contractor, to:**
Betty J. Culbreath-Lister, Director
Dallas County Department of Health and Human Services
2377 Stemmons Fwy., Suite 601, LB 12
Dallas, Texas 75207-2710

or to such other addresses as the parties may request, in writing, from time to time.

4. **Contract Administration**

For purposes of administering this CONTRACT, the parties shall be represented by the
11

addressee for notice set forth above.

5. **Acknowledgements in Printed Materials**

CONTRACTOR may acknowledge the CITY for its support of the provisions of services under this Agreement in all appropriate printed materials. However, the CITY reserves the right to approve, in whole or in part, the form of such acknowledgements which CONTRACTOR proposes to include in any printed materials.

6. **Non-Discrimination**

During the term of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or handicap not related to job performance; nor shall any person be denied admittance to, prevented from participating in, or denied the benefits of any program or activity funded in whole or in part with funds received by the CITY under this Agreement because of race, age, color, religion, sex, ancestry, national origin, place of birth, or handicap.

7. **Breach or Violation**

If CONTRACTOR breaches or violates this Agreement, the CITY shall direct in writing that such violation be corrected or abated, which order shall be complied with by CONTRACTOR within the time period specified by the CITY in such notice. Failure or refusal of CONTRACTOR to comply within the time period established by any such order shall authorize the CITY to give immediate notice of cancellation of this Agreement.

8. **Termination**

Either party may terminate this Agreement, in whole or in part, upon 30 days written notice to the other with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. By such termination, CONTRACTOR, at the discretion of CITY, may not nullify obligations already properly incurred for performance prior to the date of termination. CONTRACTOR shall invoice CITY for all services completed and shall be compensated in accordance with the terms of this Agreement for all services satisfactorily performed by CONTRACTOR prior to the date specified in such notice. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this Agreement.

9. **Suspension Clause**

In the event that CONTRACTOR fails to comply with any term of this Agreement, CITY may, upon written notification to CONTRACTOR, suspend this Agreement, in whole or in part, and withhold further payments to CONTRACTOR, and prohibit CONTRACTOR from incurring additional obligations of funds under this Agreement.

10. **Sectarian Activity**

None of the performance rendered by CONTRACTOR under this Agreement shall involve and no portion of the funds received by CONTRACTOR under this Agreement shall be used in support of a sectarian or religious activity, nor shall any facilities used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

11. **Assignment**

CONTRACTOR shall not assign this Agreement, in whole or in part, without the express prior written consent of the CITY. Assignment of this Agreement shall not relieve CONTRACTOR
from/of its obligations under this Agreement. Approval of the CITY to one such assignment shall not constitute approval to any other or further assignments of this Agreement.

12. **Conflict of Interest of City Employees and Gifts to Public Servants**

CONTRACTOR shall comply with the provisions regarding conflicts of interest of CITY employees and gifts to public servants contained in Exhibit "G", attached hereto and made a part hereof.

13. **Changes and Amendments.**

A. Except as specifically provided otherwise in this Agreement, any alterations or deletions to the terms of this Agreement shall be by amendment in writing and executed by both parties to this Agreement.

B. Any alterations, additions or deletions to the terms of this Agreement, which are required by changes in federal or state law or regulations, will be automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

C. Notwithstanding subsection A. of this section, CONTRACTOR may make transfers of funds between or among budget categories of Exhibits "A", "B", and "E" without requiring CITY's prior written approval, provided that:

1. The cumulative dollar amount of all transfers among categories is equal to or less than ten percent (10%) of the total amount of this Agreement.

2. The transfer will not change the scope or objective of the projects funded under this Agreement, and

3. CONTRACTOR submits a budget revision report to CITY, simultaneously with the submission of CONTRACTOR'S Monthly Expenditure Report, Exhibit "E", hereto.

14. **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in this Agreement, their assigns.

15. **Applicable Laws**

This Agreement is made subject to, and CONTRACTOR agrees to comply with, the applicable provisions of the Charter and ordinances of the CITY, as amended, and all applicable State and Federal laws, regulations and requirements.

16. **Independent Contractor**

CONTRACTOR'S status shall be that of an independent contractor and not an agent, servant, employee, or representative of CITY in the performance of the Services. CONTRACTOR shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of CONTRACTOR in the performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of CITY, or making CONTRACTOR or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which CITY provides its employees.
17. No Waiver

No waiver by the CITY of any default or breach of any term, covenant, or condition of this Agreement shall be treated as a waiver of any subsequent default or breach of the same or any other term, covenant, or condition of this Agreement.

18. Venue

The obligations of the parties under this Agreement are performable in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Dallas County, Texas.

19. Governing Law

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

20. Legal Construction

In case any one or more of the provisions contained in this Agreement shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

21. Captions

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

22. Special Conditions

CITY shall not release any funds for any costs incurred by CONTRACTOR under this Agreement until CITY has received certification from CONTRACTOR that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CITY shall specify the content and form of such certification.

23. Liability Claims

A. Contractor shall be responsible for the resolution of any claims, demands, causes of action, costs and liabilities resulting from its sole negligent acts. Contractor shall promptly notify CITY of receipt of said claims. Any claims received by CITY resulting from Contractor's sole negligent acts shall be forwarded by CITY to Contractor for resolution. Contractor shall be responsible for conducting, providing and paying for the defense of both CITY and Contractor in said claims. Any litigation expenses, judgments, liability or damages resulting from said claims shall be payable solely by Contractor.

B. CITY shall be responsible for the resolution of any claims, demands, causes of action, costs and liabilities resulting from its sole negligent acts. CITY shall promptly notify Contractor of said claims. Any claims received by Contractor resulting from CITY's sole negligent acts shall be forwarded to CITY by Contractor for resolution. CITY shall be responsible for conducting, providing and paying for the defense of both Contractor and CITY in said claims. Any litigation expenses, judgments, liability or damages resulting from said claims shall be payable solely by CITY.

C. In the event of joint and concurrent responsibility of Contractor and CITY, responsibility, if any, shall be apportioned comparatively in accordance with Texas law without
either party waiving any governmental immunity or any defenses of the parties available under Texas law and each party shall bear its own costs of defense and any litigation expenses. The provisions of this section are solely for the benefit of CITY and Contractor and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

24. This Agreement sets forth the entire agreement of the parties. Any modifications of this agreement shall be in writing, signed by the proper officials of both parties, and attached hereto.

EXECUTED this the day of ________________, 2001, by City, signing by and through its City Manager, duly authorized by Resolution No. 01-1248, approved on April 11, 2001, and by the County signing by and through its Judge duly authorized to execute same by Court Order No. ______________, adopted by the Dallas County Commissioners Court on ______________.

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

CITY OF DALLAS
TEODORO J. BENAVIDES
City Manager

BY__________________________
Assistant City Attorney

BY__________________________
Assistant City Manager

RECOMMENDED BY DIRECTOR:

______________________________
Mary K. Vaughn
Environmental and Health Services
Department

BY: Dallas County Department of Health
and Human Services

BY:__________________________
Judge

APPROVED AS TO FORM:

______________________________
Assistant District Attorney
Exhibit A

Dallas County Department of Health and Human Services
AIDS Investigation Program

Statement of Services

One of the major facets of the Dallas County Department of Health and Human Services is the prevention of the spread of communicable diseases. AIDS is a communicable disease that has had a devastating impact on all large cities in Texas. The surveillance program has the responsibility of surveying and accounting for every AIDS case in Dallas county. The position, provided by the City of Dallas in a grant to Dallas County, enables one Epidemiologist to assist in contacting physicians’ offices and hospitals in the minority community within the city of Dallas and determining any new cases of AIDS diagnosed by these establishments. This important function helps the Centers for Disease Control, the Texas Department of Health, and local health departments in placing valuable resources in the community where they can do the most good.

EPIDEMIOLOGIST

Objective

The Epidemiologist will prepare case investigations. This person will actively search for cases and assist medical personnel in identifying persons meeting the AIDS case definition. This will be accomplished through communication with infection control nurses, doctors, other AIDS-related organizations, and where necessary, interviews with patients. This person will also perform validation studies and, on a monthly basis, collate information from various reporting sources and make reports to the County and the State regarding statistical data, risk information data, and special study inquiries.

The Epidemiologist will work five days a week, Monday through Friday, 8:30 a.m. to 4:30 p.m. The hours of operation are consistent with most doctors’ offices and clinics. This position will assist the Department of Health and Human Services in its responsibility to keep track of each new AIDS case.

At least 1000 case investigations will be conducted during the year including 800 initial reports and 600 follow-up reports/special study projects. The area to be included in the AIDS surveillance will be Dallas county. The primary emphasis will be in the minority community within the city of Dallas.

Budget

One (1) AIDS Surveillance Epidemiologist

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<td>Benefits</td>
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<td>Mileage</td>
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**TOTAL CONTRACT AMOUNT:** $37,500.00
Eligible Persons

A. "Eligible Persons" when used in this contract means poverty income persons who are members of families whose annual income with respect to the family size does not exceed the following:

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<th>Family Size</th>
<th>Poverty Income</th>
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<tbody>
<tr>
<td>1</td>
<td>$ 8,590</td>
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<tr>
<td>2</td>
<td>$11,610</td>
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<td>6</td>
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<tr>
<td>7</td>
<td>$26,710</td>
</tr>
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<td>8*</td>
<td>$29,730</td>
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*Note: For family units of more than 8 members, add $3,020 for each additional member.

B. If during the term of this Agreement, the U. S. Department of Health and Human Services modifies the federal income guidelines set forth above, the Contractor will be bound by and comply with such modified income levels, in accordance with U. S. Department of Health and Human Services regulations.

C. Exhibit B, page 2, "Direct Benefit Activities Report" shall be prepared and submitted monthly by the Contractor certifying that at least 51% of the individuals receiving services funded by this Agreement are eligible persons in accordance with the appropriate maximum income limits specified by U.S. Department of Health and Human Services.
City of Dallas  
Department of Environmental and Health Services  
Direct Benefit Activities Report

<table>
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<tr>
<th>Contractor’s Name</th>
<th>Report Period</th>
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</table>

<table>
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<td>Monthly</td>
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<td>Cumulative</td>
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<tr>
<td></td>
<td>Gross</td>
<td>% of Gross</td>
<td>YTD</td>
</tr>
<tr>
<td></td>
<td>Total</td>
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</tr>
</tbody>
</table>

Section I. Total number of households/persons assisted

Part A. Financial Status

1. Poverty

Total

Part B. Race/Ethnic Group

1. White not Hispanic origin
2. Black not Hispanic origin
3. American Indian or Alaskan Native
4. Hispanic
5. Asian or Pacific Islander

Total

Part C. Family Status

1. Total Female Headed Households

Section III. CENSUS TRACT DATA

(Fill in census tract information for facility)

FACILITY LOCATION(S)

SERVICE AREA

(List the census tract information for the individuals shown in Section I, Column I.)

I certify that at least 51% of the clients receiving services are eligible persons in accordance with the appropriate income limits as specified by the U. S. Department of Health and Human Services, Federal Poverty Income Guidelines.

Executive Director

Date

Exhibit B, Page 2 of 2
Exhibit C

Dallas County Department of Health and Human Services (DCHHS)
AIDS Investigation Program

Request for Payment Procedures

A. The CONTRACTOR shall submit a Monthly Expenditure Report, (Exhibit C, page 2 of 2) to request payment for reimbursement of eligible program expenses accompanied by documentation of expenses incurred and the appropriate Proofs of Performance monthly but not less frequently than quarterly detailing monthly accomplishments.

Proofs of Performance shall include:

b. Performance Report, Exhibit D, page 2 of 2
c. Any additional information as requested by the City of Dallas for compliance with grant reporting requirements.

B. Request for Payment should be mailed or submitted to:

Chan Williams, Manager
Contracts and Grants
Department of Environmental and Health Services
1500 Marilla, 7AN
Dallas, Texas 75201

C. Forms and documentation shall be examined for completeness, consistency, accuracy, and compliance with the terms of the corresponding CITY contract.

D. Any Request for Payment and/or Proofs of Performance that are incomplete, inconsistent, inaccurate, or not in compliance with corresponding contract documentation will result in a delay in processing the payment.
### AIDS INVESTIGATION PROGRAM

**Reporting Period:** From: To: 

**Encumbrance No.:** GF-PDGH183242  
**Resolution No.:** Vendor No. 254643

**Contractor:** Dallas County Health & Human Services  
**Address:** 2377 Stemmons Frwy., 6th Floor  
Dallas, Texas 75207-2017  
214/819-1865 (Ganesh Shivaranaiyer)

<table>
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<tr>
<th>Cost Category</th>
<th>Budgeted Amount</th>
<th>Expenses This Period</th>
<th>Cumulative Amount Year-to-Date Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALARIES:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$ 29,760.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>7,382.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$ 37,142.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage Reimb.</td>
<td>$ 358.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$ 358.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 37,500.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACT AMOUNT**  
Payments Received to Date +  
Payments in Transit +  
Amount of This Request +  
Total Payments -  
Funds Remaining =

$37,500.00

**CERTIFICATION**

I certify that this billing statement reflects actual reimbursable costs associated with the provision of the term of the contract between the City of Dallas and Dallas County Health & Human Services. I also certify that all required documentary evidence has been submitted along with the billing statement in accordance with the procedures established by the City of Dallas and that Dallas County Health & Human Services is complying with their own Ozone Alert Days Procedures.

______________________________
Signature

______________________________
Payment Authorized:  
[ ] Yes  [ ] No

______________________________
Contract Compliance Administrator

______________________________
Date

Exhibit C, Page 2 of 2
Exhibit D

Dallas County Health and Human Services
AIDS Investigation Program

Proofs of Performance

The following Proofs of Performance should accompany Exhibit C, page 2 of 2, Monthly Expenditure Report, each month during the contract term of May 1, 2001 through April 30, 2002.

1. Documentation of expenses incurred
2. Direct Benefit Activity Report, Exhibit B, page 2 of 2
3. Monthly Activity Summary
Exhibit D
Dallas County Health and Human Services
Monthly Activity Summary

Reporting Period

<table>
<thead>
<tr>
<th>Epidemiologist</th>
<th>ANNUAL GOAL</th>
<th>PERFORMANCE THIS PERIOD</th>
<th>YTD ACCOMPLISHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Investigations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Reports</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Follow-up Reports</td>
<td>600</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The CONTRACTOR, as a governmental entity, has assured CITY that it has an existing self-insurance program which will cover claims arising from this Contract to the extent permitted by the laws and the Constitution of the State of Texas without establishing a sinking fund.
TO WHOM IT MAY CONCERN:

The Dallas County, Texas Commissioners Court has adopted a self-insurance policy for liability exposures arising from activities of all County officials and employees who conduct County business in accordance with policies and procedures approved by the Commissioners Court, Civil Service Commission and Dallas County Auditor.

All claims against the Self-Insurance Program are filed directly with the Dallas County Auditor. Questions and/or requests for additional information can be obtained by contacting the Dallas County Auditor's Office at 214-653-6472 or the County Risk Manager at 214-653-7604.

James A. Gresham
Risk Manager
A. **CONFLICT OF INTEREST**

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

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

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

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law."

B. **GIFT TO PUBLIC SERVANT**

City may terminate this Contract immediately if Contractor has offered, or agreed to confer, any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. (City has been advised by the prosecuting authorities that the Section 36.10(4) exception to Section 36.08 and 36.09 of the Texas Penal Code is not available to public servants who have no legal reporting requirements.)

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

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of the Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.
WHEREAS, concern about AIDS spreads broadly across virtually all demographic groups; and

WHEREAS, a comprehensive approach to prevention, education and treatment is required to reduce the rate of HIV infection; and

WHEREAS, General Fund dollars have been designated by the City Council to provide public health and medical services for the increased number of low-income and indigent persons due to HIV and HIV-related illness; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager be and is hereby authorized to enter into and execute a contract with Dallas County for the continuation of the AIDS Investigation Program in an amount not to exceed $37,500 for the period May 1, 2001 through April 30, 2002.

SECTION 2. That the City Controller be and is hereby authorized to disburse funds from Fund 0001, Agency EHS, Org. 4036, Object Code 3099, Encumbrance No. PDGH183242 Vendor No. 254643, in an amount not to exceed $37,500.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

DISTRIBUTION: Environmental and Health Services
City Attorney’s Office
Office of Financial Services, 4FN
Office of Financial Services - Regina Givens, 4BN

APPROVED BY
CITY COUNCIL
APR 11 2001

City Secretary

APPROVED
HEAD OF DEPARTMENT
CITY CONTROLLER
CITY MANAGER
TO: COMMISSIONERS COURT  
FROM: Betty Culbreath-Lister, Director  
DATE: May 15, 2001  
SUBJECT: TXU ELECTRIC WEATHERIZATION PIGGYBACK PROGRAM  

BACKGROUND  
The Texas Department of Housing and Community Affairs (TDHCA) has awarded Dallas County Health and Human Services the TXU Electric Weatherization Piggyback Program contract for Dallas County. The TXU Electric Piggyback Program is part of the Dallas County Weatherization Assistance Program. The TXU Electric Weatherization Piggyback Program contract period is April 1, 2001 through December 31, 2001. The TXU program will be utilized to supplement weatherizing of low-income homes in Dallas County. The weatherization work will include: caulking, weatherstripping, ceiling insulation, replacing and repairing of doors and windows, patching holes in the building envelopes, roof repair, and insulating inefficient water heaters.

OPERATIONS IMPACT  
Health and Human Services will administer the program with the existing weatherization staff. The department will process all payments through the County Auditor's office.

Program support funds and administrative funds earned through this program may be used to purchase special equipment and vehicles, as needed to further objectives of program.

FINANCIAL IMPACT  
TDHCA will fully fund this program with contracted funds totaling $1,008,826. Of this amount, $956,332 is allocated for direct services, and $52,494 is available for administration costs.
LEGAL IMPACT

The contract from TDHCA requires the approval of the Commissioners' Court and the signature of the County Judge. TDHCA plans to execute the weatherization program contract electronically.

RECOMMENDATION

It is recommended that the Dallas County Commissioners' approve the TXU Electric Weatherization Piggyback Program contract with the Texas Department of Housing and Community Affairs in the amount of $1,008,826, and authorize the County Judge to electronically sign the related contract documents on behalf of Dallas County.

Recommended by: Betty Culbfeath-Lister, Director

attachments

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Acting Budget Officer
Bill Melton, County Treasurer
ATTACHMENT A - PERIOD, PERFORMANCE AND BUDGET COMPONENT

CONTRACTOR NAME: DALLAS COUNTY DEPT. OF HUMAN SERVICES
AMENDMENT NUMBER: 4 TO CONTRACT NUMBER: 446102
ALLOCATION YEAR: 441
ALLOCATION PERIOD: 04/01/2001 - 12/31/2001

CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is April 1, 1996 through December 31, 2001 (hereinafter the "Contract Period").

CONTRACTOR SERVICE AREA

Contractor's service area is amended to coincide with the TU service area in the following Texas counties:

Dallas County

Contractor shall provide Home$avers program services sufficient to expend $966,332.00 during the allocation period. Infiltration measures, insulation (wall, attic, floors) and weatherstripping can be installed using the EASY Audit SIR of 1 or greater. Related repairs charged to TXU must have a whole house SIR of 1 or greater. All other weatherization measures installed must have a TXU EASY Audit SIR 1 or greater. Contractor shall complete Home$avers and all other energy conservation measures as listed in Attachment B, Production Schedule. Failure to complete, at a minimum, the production figures listed in Attachment B may result in reduction of funds and measures or termination of this contract and all other weatherization contracts.

DEPARTMENT FINANCIAL OBLIGATIONS

A. In consideration of Contractor's satisfactory performance of this contract, Department shall reimburse Contractor for the actual allowable costs incurred by Contractor in the amount of:

(1) Funds for Piggyback Weatherization Assistance Program and Refrigerator program: $1,008,826.00

B. By written notice to Contractor, Department may deobligate or obligate additional funds from this budget component. For planning purposes only, Contractor may assume that the total award during the Contract Period
The total amount will be: $1,008,826.00

<table>
<thead>
<tr>
<th>MEASURES CATEGORY</th>
<th>NUMBER OF UNITS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weatherization</td>
<td>0</td>
<td>$956,332.00</td>
</tr>
<tr>
<td>Administration</td>
<td>0</td>
<td>$52,494.00</td>
</tr>
<tr>
<td>Refrigerators (delivery/installation/removal fee) @ $50 each</td>
<td>150</td>
<td>$300.00</td>
</tr>
<tr>
<td>Compact Fluorescent Lights</td>
<td>1794</td>
<td>$0.00</td>
</tr>
<tr>
<td>Showerheads</td>
<td>499</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL** $1,008,826.00

---

**TU ELECTRIC WEATHERIZATION PIGGYBACK PROGRAM**

**ATTACHMENT B - PRODUCTION SCHEDULE**

**CONTRACTOR NAME:** DALLAS COUNTY DEPT.

**AMENDMENT NO.:** 4 TO CONTRACT NO. 446102

**ALLOCATION YEAR:** 441

**ALLOCATION PERIOD:** 04/01/2001 - 12/31/2001

<table>
<thead>
<tr>
<th>CPL MEASURES</th>
<th>4/01/01 through 6/30/01</th>
<th>7/01/01 through 9/30/01</th>
<th>10/01/01 through 12/31/01</th>
</tr>
</thead>
<tbody>
<tr>
<td>$956,332 WX's</td>
<td></td>
<td>$318,777</td>
<td>$318,787</td>
</tr>
<tr>
<td>$52,494 Admin.</td>
<td></td>
<td>$17,498</td>
<td>$17,498</td>
</tr>
<tr>
<td>150 Refrigerators</td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>1794 CFLs</td>
<td></td>
<td>598</td>
<td>598</td>
</tr>
<tr>
<td>499 Showerheads</td>
<td></td>
<td>166</td>
<td>166</td>
</tr>
</tbody>
</table>

Notes: Weatherization Funds = $956,332.00
Refrigerator fees = $.00 - These funds may be expended at the agency's discretion.

**EFFECTIVE 04/01/2001**

**BY:** NOT SIGNED
DALLAS COUNTY DEPT., Contractor Executive Director

**TECHAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

**BY:** NOT SIGNED
Daisy Stiner, Executive Director

This contract is not effective unless signed by the Executive Director of the Department or her authorized designee.
TO: HONORABLE COMMISSIONERS COURT
FROM: BETTY J. CULBREATH-LISTER, DIRECTOR HEALTH AND HUMAN SERVICES
DATE: MAY 9, 2001
SUBJECT: FY 2001-2002 RYAN WHITE TITLE II ADDITIONAL ADMINISTRATIVE FUNDS

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White Title II Funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title II funds for the Dallas Health Services Delivery Area (HSDA), which includes Dallas, Collin, Denton, Hunt, Ellis, Rockwall, and Kaufman counties. Also, effective April 1, 2001, DCHHS began to serve as the Administrative Agency for two expansion areas, Navarro County and the Sherman HSDA (inclusive of Grayson, Fannin, and Cooke counties). Texas Department of Health (TDH) previously awarded DCHHS FY 2001-2002 Ryan White Title II funds in the amount of $2,054,574, inclusive of funds for subcontracts with providers of HIV services.

In recognition of the additional administrative burden and responsibilities attendant to serving the expansion areas, TDH made additional Ryan White Title II funds available for administrative support by Request for Proposals (RFP) issued January 31, 2001. DCHHS submitted a proposal to TDH in advance of the April 2, 2001 due date, and was approved for a supplemental award. The contract amount, for the period April 1, 2001 through March 31, 2002, is $156,385 (TDH Document No. 7560009056-2002, Attachment #08).

Fiscal Impact
The entire contract amount of $156,385 is for administrative support. Therefore, TDH requires that it be expended by the Administrative Agency for administrative costs such as staff salaries, benefits, equipment, travel, and supplies.

Operational Impact
The Administrative Agency will be able to add two significant staff positions, a Grants Management Officer, and a Quality Assurance Manager. This will enhance and expand the ability of DCHHS to coordinate and monitor the programmatic and fiscal accountability of subcontractors who provide HIV services, in accordance with responsibilities assigned by Dallas County Commissioners Court. Programmatic and fiscal contract compliance will be reviewed by Administrative Agency staff who are specifically assigned the responsibility of conducting compliance audits of these subcontractors, including those serving the expansion areas described above.

Legal Impact
The Dallas County Commissioners Court must approve the attached contract with TDH, the attached budget for expenditure of the funds, and authorize the County Judge to sign the contract on behalf of Dallas County.
Recommendation

It is recommended that the Dallas County Commissioners Court approve the FY 2001-2002 Ryan White Title II contract with TDH in the amount of $156,385. approve the budget for expenditure of the funds, and authorize the County Judge to sign the contract, on behalf of Dallas County.

RECOMMENDED BY:

[Signature]
Betty J. Culbretth-Lister, Director Health and Human Services

J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
# BUDGET JUSTIFICATION

**DALLAS COUNTY HEALTH AND HUMAN SERVICES**  
**FY 2001 - 2002 RYAN WHITE TITLE II - SUPPLEMENT**  
**FY 2001 - 2002 HOUSING ASSISTANCE FOR PERSONS WITH AIDS (HOPWA) - TDH**

## PERSONNEL

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>FTE</th>
<th>%</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grants Compliance Officer</td>
<td>Tom Thomas</td>
<td>FTE 11.20%</td>
<td>7,971</td>
<td></td>
</tr>
<tr>
<td>A. Grants Compliance Officer</td>
<td>Tom Thomas</td>
<td>FTE 11.20%</td>
<td>7,971</td>
<td></td>
</tr>
<tr>
<td>Oversees daily activities and operation of the Grant Division. (Cost shared with DCHHS @ 20%, Grant @ 80%).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Program Monitor - Karin Petties</td>
<td>FTE 14.00%</td>
<td>7,197</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conducts programmatic reviews of subcontractors.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Program Monitor - Gilbert Kouame</td>
<td>FTE 14.00%</td>
<td>7,002</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conducts programmatic reviews of subcontractors.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Program Monitor - Daniel Edwards</td>
<td>FTE 14.00%</td>
<td>6,360</td>
<td></td>
<td></td>
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<tr>
<td>Conducts programmatic reviews of subcontractors.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Health Analyst - Dan Error</td>
<td>FTE 14.00%</td>
<td>6,621</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develops and implements standards of care and outcome measures for services.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Senior Budget Analyst - Mitos Llauder</td>
<td>FTE 14.00%</td>
<td>7,197</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyzes and prepares financial reports and budgets. Assists in various fiscal and financial projects.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Auditor - Guy Minton</td>
<td>FTE 14.00%</td>
<td>7,002</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conducts compliance audit of subcontractors.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Auditor - Gary Armstrong</td>
<td>FTE 14.00%</td>
<td>6,244</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conducts compliance audit of subcontractors.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Auditor - Lyneice Jordan</td>
<td>FTE 14.00%</td>
<td>5,345</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conducts compliance audit of subcontractors.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Administrative Assistant - Vivian Wilson</td>
<td>FTE 14.00%</td>
<td>5,302</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides administrative support.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K. Administrative Assistant - Wilson Judd</td>
<td>FTE 14.00%</td>
<td>5,002</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides administrative support.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L. General Office Clerk - vacant</td>
<td>FTE 14.00%</td>
<td>3,316</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides clerical assistance to HIV grants Staff.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M. Systems Oper Analyst - Allan Wang</td>
<td>FTE 7.00%</td>
<td>4,285</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides assistance with COMPIS reporting and tracking. (Cost shared with DCHHS @ 50%, Grant @ 50%).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N. Building Supervisor - vacant</td>
<td>FTE 7.00%</td>
<td>1,676</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedules meetings for the Administrative Agent and its committees. (Cost shared with DCHHS @ 50%, Grant @ 50%).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O. Grants Fiscal Manager - Jeff Jordan</td>
<td>FTE 14.00%</td>
<td>7,590</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oversees fiscal operation of the Grant Division.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P. Grants Management Officer - new</td>
<td>FTE 14.00%</td>
<td>8,649</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide and prepare various reports required by the grantor. Oversee the management of the grant division.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q. Quality Assurance Manager - new</td>
<td>FTE 14.00%</td>
<td>7,207</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide technical assistance to contractors and conduct studies/reviews on current standards of care.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Personnel Cost:** $103,967
# BUDGET JUSTIFICATION
## DALLAS COUNTY HEALTH AND HUMAN SERVICES
### FY 2001 - 2002 RYAN WHITE TITLE II - SUPPLEMENT

### FY 2001 - 2002 HOUSING ASSISTANCE FOR PERSONS WITH AIDS (HOPWA) - TDH

## II FRINGE BENEFITS

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Cost per Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Insurance (Admin Alloc)</td>
<td>14 @</td>
<td>4000 ea.</td>
<td>7,840</td>
</tr>
<tr>
<td>Medical Insurance (Shared w/dchhs @ 80%, 20%)</td>
<td>1 @</td>
<td>3200 ea.</td>
<td>448</td>
</tr>
<tr>
<td>Medical Insurance (Shared w/dchhs @ 50%, 50%)</td>
<td>2 @</td>
<td>2000 ea.</td>
<td>560</td>
</tr>
<tr>
<td>Social Security</td>
<td></td>
<td>7.65%</td>
<td>7,953</td>
</tr>
<tr>
<td>Retirement</td>
<td></td>
<td>7.00%</td>
<td>7,278</td>
</tr>
<tr>
<td>Workers Compensation - Admin Staff</td>
<td></td>
<td>0.35%</td>
<td>364</td>
</tr>
</tbody>
</table>

## III TRAVEL

A. Local Travel @ 345/mile. Local travel for two (2) staff to Sherman/Weatherford to perform on-site program monitoring, fiscal compliance audit, technical assistance and other HIV grant-related activities. Cost: 1,890

## IV EQUIPMENT

A. 1500 Lumen XGA Multimedia Projector with complete picture control, USB, 4"H x 2-9/10"W x 8-9/10"D. 26 lbs. Cost: 1,125

B. GX100 Intel Celeron Processor. 600 MHz.128K Cache & Integrated, 128 MB, 10 GB, 3.5 Floppy Drive. Cost: 3,300

C. eCabinet Software - automated storing of data and information captured through an existing peripherals, e.g. printers, fax machines, scanners, copiers connected to the network. Cost: 12,000

D. Laser Printers Cost: 1,500

E. Desk, chair, bookcase and file cabinet for computer system. Cost: 2,760

## V SUPPLIES

General consumable office supplies to support grant related activities. Cost: 1,900

## VI CONTRACTUAL

Cost: 0

## VII OTHER ADMINISTRATIVE COSTS

A. Telephone: local and long distance, and internet access. All means necessary to communicate with contractors, the community, grantor, and to obtain HIV/AIDS information. Cost: 300

B. Copier rental and printing charges for Grant related activities. Cost: 1,000

C. Postage for grant related materials. Cost: 1,000

D. Training provided to staff to keep current on HIV/AIDS issues and job related requirements. Cost: 0

E. Office equipment maintenance. Cost: 150

F. Advertising for public notice of the RFP. Cost: 150

G. Audit-Portion of County-wide OMB Cir. A-128 Audit. Cost: 900

## VIII INDIRECT COSTS

Cost: 0

## TOTAL BUDGET

$156,385
MEMORANDUM

TO: Commissioners Court
THROUGH: Jim Barrett, Assistant Director, Facilities Management
FROM: Ed Bailey, Facilities/Space Planner, Facilities Management
SUBJECT: Parking for District Attorney Vehicles

Background of Issue
On March 13, 2001 per Court Order No. 2001-509, Commissioners Court approved the purchase of ten vehicles for the District Attorney's Office. These vehicles were purchased with the District Attorney’s “Hot Check” funds. The Commissioners Court further approved acceptance of the vehicles into the inventory of Dallas County and authorized parking and storage in Lot “B” of the Frank Crowley Courts Building Complex. The Sheriff Department has since voiced several concerns regarding the parking arrangements, i.e., over utilization, security, etc. Therefore the District Attorney’s Office has requested that their office be provided an alternate parking and vehicle storage arrangement at the Lew Sterrett Justice Center/Frank Crowley Complex.

The purpose of this correspondence is to present to the Commissioners Court an alternative for the parking and storage of these vehicles.

Impact on Operations/Financial
These vehicles have been placed in a pool and are used on a daily basis by the District Attorney’s Investigators for the purposes of serving subpoenas, transporting witnesses and other official County business. As indicated, when not in use, these vehicles are parked and stored in the Lew Sterrett Justice Center Parking Lot “B”, located at Commerce and Industrial. This lot is heavily utilized for come and go, and passive users. The Sheriff Department has stated that over the twelve (12) years in which the lot has been opened, traffic in and out has increased significantly and they are beginning to experience problems securing in and out parking spaces. The factors that have contributed to this include but are not limited to the increase in the Sheriff’s fleet and the collateral use of the lot by other law enforcement agencies, authorized County departments, Constables, Grand Jury, the District Attorney vehicles, etc.
In order to lessen this impact on Lot “B” and provide parking and storage for the District Attorney’s vehicles, it is recommended that the District Attorney vehicles be provided parking and storage privileges in Garage “C” or “D” at the Frank Crowley Courts Building Complex. The Parking Garage Manager has indicated that there would be no problem with this arrangement in either garage. There are 977 parking spaces in Garage “C” and 1,235 parking spaces in Garage “D”. Historically on the busiest of days occupancy will rarely run 90%. Should Commissioners Court wish to consider relocating these vehicles, it is recommended that they be authorized parking in Garage “C”. This garage is open 24 hours a day, 7 days a week and has people in and out at all hours. The parking and storage of these vehicles in Garage “C” would relieve some of the overutilization concerns related to Lot “B” and reduce the security concerns the District Attorney has regarding these vehicles.

**Recommendation**

Facilities Management recommends that the District Attorney vehicles be authorized assigned parking and storage in Garage “C” at the Lew Sterrett Justice Center/ Frank Crowley Courts Building Complex.

Approved by: [Signature]

Dan Savage, Assistant Administrator for Operations

xc:  Bill Hill, District Attorney
     Jim Bowles, Dallas County Sheriff
     Kim Gilles, Assistant District Attorney
     Danny Chandler, Chief Deputy, Sheriff’s General Services Bureau
     Brenda Madison, Frank Crowley Parking Garage Manager
TO: Commissioners' Court

FROM: Earl Bullock, County Clerk

SUBJECT: Request for Storage Shelving - Probate/Mental Illness Files

BACKGROUND: Facilities is in the process of removing contaminated flooring, painting, installation of a lockable door and installation of improved lighting for the storage area located above the "Ruby Courtroom" in the Old Criminal Courts Building.

Once the above work is completed, the County Clerk wishes to purchase storage shelving to make use of the improved area and store Mental Illness files and Probate files on the shelving prior to them reaching permanent storage at the warehouse.

A vendor, Rocky Duron & Associates, responded to a call from Margaret Anderson to develop a plan for assembling the maximum amount of storage shelving to accommodate the space listed above. (Proposal attached)

COST: Total cost for shelving - delivered and installed in the storage room above the "Ruby Courtroom" is quoted at $4,250.00.

RECOMMENDATION: The County Clerk recommends purchase of the shelving identified by the vendor at the quoted amount $4,250.00 (delivered and assembled). The County Clerk further recommends payment be made from the County Clerk's Records Management and Preservation Account (914/913).

cc: Ed Bailey, Space/Facilities Planner
Dan Savage, Assistant Administrator for Operations
Ryan Brown, Acting Budget Director
Margaret Anderson, Records Manager
Virginia Porter, County Auditor
John Dahill, Assistant Civil District Attorney

attachment

Date: 4/23/01
Fax: 214-653-6464
Number of Pages: __3__ (Including Cover Page)
Company: THE COUNTY OF DALLAS
Attention: MARGARET ANDERSON

Message:
Re: Record Storage Box type Shelving
Please see following two pages for "New Layouts"

"Small Room & Large Room - Mezzanine -"

Order 9 - units 60"W x 15"D x 84"H with 4 shelves
Order 10 - units 69"W x 36"D x 84"H with 4 shelves

Total capacity 580 legal/legal sized boxes

Total Material Delivered & Installed __4,250__

Delivery: 1 wk.
Fob: Jobsite

Please call with any questions

Thank You,
Bob Ott
Plan View "Small Room"

Quant. 4 - Units Rivet Type 69" Wide x 15" Deep x 84" High
with 4 shelf levels
(20 boxes capacity per unit)

Quant. 2 - Units Rivet Type 69" Wide x 30" Deep x 84" High
with 4 shelf levels
(40 boxes capacity per unit)

Total capacity for "Small Room"
160 Legal/Letter Type Boxes (12" Wide x 16" Deep x 10" High)

4/23/01
May 2, 2001

MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner Mike Cantrell
Road and Bridge District 2

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

SUBJECT: Miller Road Project No. 91-850.1
(First Street to Centerville Road)
Change Order No. 3

BACKGROUND

Funding for design, right-of-way, and construction of the subject project was included in the total project limits of Miller Road from First Street to Dalrock Road which was approved by the voters of Dallas County in the 1991 Bond Program in the total amount of $10,000,000 within the cities of Garland, Dallas, and Rowlett. Improvements in the City of Garland include reconstructing the 2.083 mile section of Miller Road between First Street and East Garland City Limits from the present two lane undivided roadway to a four-lane divided concrete thoroughfare with left turn lanes and an enclosed storm drainage system. The project is located in Road and Bridge District No. 2 and within the City of Garland.

Pursuant to Court Order 2001-764 dated April 17, 2001, the City and County agreed to construct the portion of this project from Centerville Road to the East Garland City Limits. By execution of the Supplemental City/County Agreement, the City of Garland agreed to provide for additional funding for the section of roadway from Centerville Road to the East Garland City Limits. It is necessary to add items for paving and drainage construction, and City owned water, wastewater and traffic control improvements for this section of roadway. In addition, in order to maintain safe traffic control and a more efficient construction sequence, it is necessary to add additional detour quantity and an item for detour repair. It is also necessary to add several utility items requested by the City of Garland.
OPERATIONS AND MAINTENANCE

Construction of this project, i.e., widening and reconstruction of Miller Road will provide additional traffic capacity to the existing inadequate facility. After construction of the project, Miller Road will be maintained by the City of Garland.

PROJECT SCHEDULE

The addition of one hundred working days for a total of 518 (418+100=518) will be granted with this change order. This project is scheduled to be completed in 2002.

FINANCIAL IMPACT

Subsequent to the transfer of funds, there will be sufficient monies to fund Change Order No. 3 in the amount of $856,557.70 to be paid $397,219.70 from Bond Fund 424, Project 850.1 (50094), Code 08311, Construction, and the balance of $459,338.00 to be reimbursed by the City of Garland.

RECOMMENDATION

If Commissioners Court is in agreement, a court order will be placed on the next formal agenda authorizing the execution of the attached Change Order No. 3 for a total amount of $856,557.70 to paid $397,219.70 from Bond Fund 424, Project 850.1 (50094), Code 08311, Construction, and the balance of $459,338.00 to be reimbursed by the City of Garland.

RECOMMENDED BY:

Donald R. Holzwarth, P.E.
Director of Public Works
411 Elm Street, 4th Floor Dallas, Texas 75202 214-653-7151
DEPARTMENT OF PUBLIC WORKS
COUNTY OF DALLAS
DALLAS, TEXAS
CHANGE ORDER NO. 3

PROJECT: MILLER ROAD
(FIRST STREET TO CENTERVILLE ROAD)

PROJECT NO. 91-850.1

ORIGINAL CONTRACT AMOUNT ......................... $6,677,937.82
NET EFFECT OF PREVIOUS CHANGE ORDERS .......... $  86,423.38
REVISED CONTRACT AMOUNT BY ABOVE CHANGE ORDER. $6,764,361.20
NET EFFECT OF THIS CHANGE ORDER ............... $ 856,557.70
REVISED CONTRACT AMOUNT BY THIS CHANGE ORDER. $7,620,918.90

EFFECT OF CHANGE: the sum of Eight Hundred Fifty-six Thousand Five
Hundred Fifty-seven and 70/100 DOLLARS ($856,557.70) and one
hundred working days shall be added to the previous contract.

For this project the contract is amended hereby with respect to the
items and features shown in the DESCRIPTION OF WORK and no other
items, features specifications, conditions or requirements of the
contract are waived or changed hereby.

AGREEMENT: By the signatures below of the duly authorized agents of
the County of Dallas, Texas and SITE CONCRETE, INC., the said
County of Dallas and SITE CONCRETE, INC., do hereby agree to
append this Change Order to the original contract between said

DESCRIPTION OF WORK: SEE ATTACHMENT "A" AND "B"
PLAN SHEETS AFFECTED : SEE ATTACHMENT "C"
The addition of eighteen working days for a total of 518 (418+100=
518) will be granted with this change order.

SITE CONCRETE, INC.

By: John L. Mears, P.E.
Contractor
Date: 5/13/2001

Recommended by:

John L. Mears, P.E.
Project Engineer
Date: 5/17/01

COUNTY OF DALLAS, TEXAS

By: Lee F. Jackson, County Judge
Date: 

Recommended by:

Donald R. Holzwarth, P.E.
Director of Public Works
Date: 5/18/01

By: "Alberta Blair-Robinson, P.E.
Assistant Director
Date: 5/17/01"
DEPARTMENT OF PUBLIC WORKS
COUNTY OF DALLAS
DALLAS, TEXAS

Miller Road Project 91-850.1
(First Street to Centerville Road)

CHANGE ORDER NO. 3
ATTACHMENT “A”

INCREASE THE FOLLOWING ITEMS TO THE CONTRACT

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>TOTAL UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>464</td>
<td>ADD OPTION SCHEDULE I – PAVING AND DRAINAGE</td>
<td></td>
<td></td>
<td>$86.50</td>
<td>$24,306.50</td>
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<tr>
<td>496</td>
<td>REMOVE OLD STRUCTURE (PIPE) (48”) (CL III)</td>
<td>281</td>
<td>LF</td>
<td>$12.00</td>
<td>$3,372.00</td>
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TOTAL CONTRACT ITEMS INCREASE $27,678.50
ADD THE FOLLOWING ITEMS TO THE CONTRACT

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<tr>
<th>ITEM</th>
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<th>TOTAL UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASE BID SCHEDULE I-PAVING &amp; DRAINAGE</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>508</td>
<td>CONSTRUCT DETOURS (STA 37+23 – 78+00)</td>
<td>2318</td>
<td>SY</td>
<td>$17.12</td>
<td>$39,684.16</td>
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<tr>
<td>508</td>
<td>CONSTRUCT DETOURS (BUFFER)</td>
<td>613.46</td>
<td>SY</td>
<td>$18.20</td>
<td>$11,164.97</td>
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</tbody>
</table>
DEPARTMENT OF PUBLIC WORKS  
COUNTY OF DALLAS  
DALLAS, TEXAS  

Miller Road Project 91-850.1  
(First Street to Centerville Road)  

CHANGE ORDER NO. 3  
ATTACHMENT “A”  

ADD THE FOLLOWING ITEMS TO THE CONTRACT

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<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>ADD OPTION SCHEDULE I- PAVING &amp; DRAINAGE</td>
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<td></td>
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<tr>
<td>508</td>
<td>CONSTRUCT DETOURS (STA. 78+00-95+50)</td>
<td>583.33</td>
<td>SY</td>
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<td>$10,616.61</td>
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<tr>
<td>508</td>
<td>CONSTRUCT DETOUR (REPAIR DETOUR)</td>
<td>3,000</td>
<td>SY</td>
<td>$9.29</td>
<td>$27,870.00</td>
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**ADD THE FOLLOWING ITEMS TO THE CONTRACT**

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<th>ITEM</th>
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<th>UNIT</th>
<th>TOTAL UNIT PRICE</th>
<th>EXTENSION</th>
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<tbody>
<tr>
<td>W-2</td>
<td>16&quot; RCCP FITTING</td>
<td>1</td>
<td>LS</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td></td>
<td>BASE BID SCHEDULE III-WATER &amp; SEWER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>501.08</td>
<td>8&quot; DR – 18 PVC WATERLINE</td>
<td>80</td>
<td>LF</td>
<td>$20.00</td>
<td>$1,600.00</td>
</tr>
</tbody>
</table>
ADD THE FOLLOWING ITEMS TO THE CONTRACT
SECTION III
SCHEDULE I – PAVING, GRADING & DRAINAGE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>ITEM COST</th>
</tr>
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<tbody>
<tr>
<td>100</td>
<td>Prep. R.O.W.</td>
<td>22.75 STA.</td>
<td>$1,000.00</td>
<td>$22,750.00</td>
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</tr>
<tr>
<td>104</td>
<td>Remove Concrete (Paving)</td>
<td>300 S.Y.</td>
<td>$12.00</td>
<td>$3,600.00</td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>Remove Concrete (Curb &amp; Gutter)</td>
<td>85 L.F.</td>
<td>$12.00</td>
<td>$1,020.00</td>
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<tr>
<td>110</td>
<td>Excavation (Roadway)</td>
<td>5,496 C.Y.</td>
<td>$5.95</td>
<td>$31,602.00</td>
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</tr>
<tr>
<td>132</td>
<td>Embankment (Dens.Cont.)(Ty.D) (CL.1)</td>
<td>7,365 C.Y.</td>
<td>$1.50</td>
<td>$11,047.50</td>
<td></td>
</tr>
<tr>
<td>160</td>
<td>Furnish and Place Topsoil (CL.2) (6&quot;)</td>
<td>5,020 S.Y.</td>
<td>$6.50</td>
<td>$32,630.00</td>
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</tr>
<tr>
<td>164</td>
<td>Cell.Fib.Seed (Temp.) (Warm)</td>
<td>235 S.Y.</td>
<td>$0.90</td>
<td>$211.50</td>
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<tr>
<td>260</td>
<td>Lime (Ty. B) (27 LB./S.Y.)</td>
<td>199.2 TON</td>
<td>$100.00</td>
<td>$19,920.00</td>
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<tr>
<td>260</td>
<td>Lime Treat Subgrade (D.C.) (6&quot;)</td>
<td>14,759 S.Y.</td>
<td>$1.65</td>
<td>$24,352.00</td>
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<tr>
<td>340</td>
<td>HMAC (TYPE D)</td>
<td>500 TON</td>
<td>$50.00</td>
<td>$25,000.00</td>
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<tr>
<td>340</td>
<td>HMAC (TYPE B)</td>
<td>250 TON</td>
<td>$50.00</td>
<td>$12,500.00</td>
<td></td>
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<tr>
<td>360</td>
<td>Conc. Pav. (Cont. Reinf. Hy. Stl.) (8&quot;)</td>
<td>11,241 S.Y.</td>
<td>$30.00</td>
<td>$337,230.00</td>
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<tr>
<td>360</td>
<td>Monolithic Curb (6&quot;)</td>
<td>7,000 L.F.</td>
<td>$1.50</td>
<td>$10,500.00</td>
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<tr>
<td>502</td>
<td>Barricades Signs and Traf. Handle.</td>
<td>8 MO.</td>
<td>$4,000.00</td>
<td>$32,000.00</td>
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<tr>
<td>504</td>
<td>Field Office</td>
<td>8 MO.</td>
<td>$3,250.00</td>
<td>$26,000.00</td>
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<tr>
<td>530</td>
<td>Driveways (Concrete) (5&quot;) (Alleys)</td>
<td>163 S.Y.</td>
<td>$30.00</td>
<td>$4,890.00</td>
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<tr>
<td>536</td>
<td>Concrete Median</td>
<td>36 S.Y.</td>
<td>$20.00</td>
<td>$720.00</td>
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<tr>
<td>552</td>
<td>Wire Fence</td>
<td>2,320 L.F.</td>
<td>$20.60</td>
<td>$47,192.00</td>
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<tr>
<td>560</td>
<td>Mailbox Install</td>
<td>1 EA.</td>
<td>$250.00</td>
<td>$250.00</td>
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SUBTOTAL $643,775.00
DEPARTMENT OF PUBLIC WORKS  
COUNTY OF DALLAS  
DALLAS, TEXAS  

Miller Road Project 91-850.1  
(First Street to Centerville Road)  

CHANGE ORDER NO. 3  
ATTACHMENT “A”  

ADD THE FOLLOWING ITEMS TO THE CONTRACT  
SECTION III  
SCHEDULE I – PAVING, GRADING & DRAINAGE  

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>Cement Stabilized Backfill</td>
<td>29</td>
<td>C.Y.</td>
<td>$10.00</td>
<td>$290.00</td>
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<tr>
<td>432</td>
<td>Rip-Rap (Conc.)(CL.B)</td>
<td>6.3</td>
<td>C.Y.</td>
<td>$250.00</td>
<td>$1,575.00</td>
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<tr>
<td>464</td>
<td>R.C.P. SEW. (18 IN.) (CL. III)</td>
<td>1,414</td>
<td>L.F.</td>
<td>$26.00</td>
<td>$36,764.00</td>
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<tr>
<td>464</td>
<td>R.C.P. SEW. (21 IN.) (CL. III)</td>
<td>94</td>
<td>L.F.</td>
<td>$29.00</td>
<td>$2,726.00</td>
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<tr>
<td>464</td>
<td>R.C.P. SEW. (24 IN.) (CL. III)</td>
<td>50</td>
<td>L.F.</td>
<td>$33.00</td>
<td>$1,650.00</td>
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<td>465</td>
<td>Inlet (Compl.) (10 FT.) (Recessed)</td>
<td>9</td>
<td>EA.</td>
<td>$2,266.00</td>
<td>$20,034.00</td>
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<td>465</td>
<td>Inlet (Compl.) (15 FT.) (Recessed)</td>
<td>2</td>
<td>EA.</td>
<td>$2,968.00</td>
<td>$5,936.00</td>
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<td>466</td>
<td>Headwall(CH-11B-30DEGREE)(H=30 IN.)</td>
<td>1</td>
<td>EA.</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>496</td>
<td>Remove Old Str. (Pipe)</td>
<td>513</td>
<td>L.F.</td>
<td>$5.00</td>
<td>$2,565.00</td>
</tr>
<tr>
<td>496</td>
<td>Remove Old Str. (Small)</td>
<td>5</td>
<td>EA.</td>
<td>$875.00</td>
<td>$4,375.00</td>
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<tr>
<td>4010</td>
<td>Trench Excavation Protection</td>
<td>1,688</td>
<td>L.F.</td>
<td>$1.00</td>
<td>$1,688.00</td>
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</table>

SUBTOTAL $82,603.00
ADD THE FOLLOWING TO THE CONTRACT
SECTION III
SCHEDULE III – WATER & SEWER

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
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<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.00</td>
<td>Trench Safety</td>
<td>108</td>
<td>L.F.</td>
<td>$1.00</td>
<td>$108.00</td>
</tr>
<tr>
<td>501.08</td>
<td>8&quot; DR-18 P.V.C. Water</td>
<td>108</td>
<td>L.F.</td>
<td>$20.00</td>
<td>$2,160.00</td>
</tr>
<tr>
<td>505.00</td>
<td>Ductile Iron Fittings</td>
<td>1.15</td>
<td>TON</td>
<td>$3,525.00</td>
<td>$4,053.75</td>
</tr>
<tr>
<td>513.01</td>
<td>¾&quot; Type &quot;K&quot; Water Service</td>
<td>105</td>
<td>L.F.</td>
<td>$6.00</td>
<td>$630.00</td>
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<tr>
<td>516.00</td>
<td>Remove &amp; Relocate Water Meter</td>
<td>4</td>
<td>EA.</td>
<td>$300.00</td>
<td>$1,200.00</td>
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</tbody>
</table>

SUBTOTAL $8,151.75
Miller Road Project 91-850.1  
(First Street to Centerville Road)

CHANGE ORDER NO. 3  
ATTACHMENT “A”

ADD THE FOLLOWING ITEMS TO THE CONTRACT  
SECTION III  
SCHEDULE IV – STREET LIGHTS & PAVEMENT MARKINGS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>702.02</td>
<td>2” P.V.C. Conduit</td>
<td>1,946</td>
<td>L.F.</td>
<td>$4.24</td>
<td>$8,251.04</td>
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<tr>
<td>704.02</td>
<td>Type II Combination Base</td>
<td>10</td>
<td>EA.</td>
<td>$736.70</td>
<td>$7,367.00</td>
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<tr>
<td>707.00</td>
<td>Traffic Pull Box</td>
<td>5</td>
<td>EA.</td>
<td>$328.60</td>
<td>$1,643.00</td>
</tr>
<tr>
<td>708.00</td>
<td>4” N.R.W. Traffic Buttons</td>
<td>853</td>
<td>EA.</td>
<td>$3.71</td>
<td>$3,164.63</td>
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<td>709.00</td>
<td>4” M.D.W. Traffic Buttons</td>
<td>366</td>
<td>EA.</td>
<td>$7.42</td>
<td>$2,715.72</td>
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<tr>
<td>710.00</td>
<td>4” N.R.Y. Traffic Buttons</td>
<td>96</td>
<td>EA.</td>
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SUBTOTAL $27,951.71

TOTAL CONTRACT ITEMS TO ADD $856,417.20
DELETE THE FOLLOWING ITEMS TO THE CONTRACT

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<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<th>EXTENSION</th>
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<td>RELAY PIPE SEWER (48&quot;)</td>
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TOTAL CONTRACT ITEMS DELETE $27,538.00

NET CONTRACT INCREASE $856,557.70
DESCRIPTION OF WORK:

Detailed description of changes covered by this Change Order are documented below:

**ITEM W.2, 16" RCCP FITTING**
Add item for 16" RCCP Fitting in base bid which is required to adjust 16" water line around gas line.

**ITEM 464, REINFORCED CONCRETE PIPE (48") (CL III)**
**ITEM 496, REMOVE OLD STRUCTURE (PIPE)**
Add the above items in the add option which are required to install new 48" RCP rather than relay existing 48" RCP.

**ITEM 472, RELAY PIPE SEWER (48")**
Delete the item for Relay Pipe Sewer (48") in the add option which is not required due to installing new 48" RCP.

**ITEM 501.08, 8" DR-18, PVC WATER LINE**
Add item for 8" DR-18, PVC Waterline in the add option which is required because the item was not included in the bid proposal.

**ITEM 508, CONSTRUCT DETOURS, (STA, 37+23-78+00)**
**ITEM 508, CONSTRUCT DETOURS (BUFFER)**
**ITEM 508, CONSTRUCT DETOURS (STA, 78+00-95+50)**
**ITEM 508, CONSTRUCT DETOURS (REPAIR DETOUR)**
Add the above items which are required due to actual conditions encountered in the field.
DEPARTMENT OF PUBLIC WORKS
COUNTY OF DALLAS
DALLAS, TEXAS

Miller Road Project 91-850.1
(First Street to Centerville Road)
CHANGE ORDER NO. 3
ATTACHMENT “B”

ITEM 100, PREP. R.O.W.
ITEM 104, REMOVE CONCRETE PAVING
ITEM 104, REMOVE CONCRETE (CURB & GUTTER)
ITEM 110, EXCAVATION (ROADWAY)
ITEM 132, EMBANKMENT (DENS.CONT.))TY.D)(CL.1)
ITEM 160, FURNISH AND PLACE TOPSOIL (CL.2)(6”)
ITEM 164, CELL. FIB. SEED (TEMP.)(WARM)
ITEM 260, LIME (TY.B)(27 LB./S.Y.)
ITEM 260, LIME TREAT SUBGRADE (D.C.) (6”)
ITEM 340, HMAC (TYPE D)
ITEM 340, HMAC, (TYPE B)
ITEM 360, CONC. PAV. (CONT. REINF. HY. STL.)(8”)
ITEM 360, MONOLITHIC CURB (6”)
ITEM 502, BARRICADES SIGNS AND TRAF. HANDLE.
ITEM 504, FIELD OFFICE
ITEM 530, DRIVEWAYS (CONCRETE) (5”) (ALLEYS)
ITEM 536, CONCRETE MEDIAN
ITEM 552, WIRE FENCE
ITEM 560, MAILBOX INSTALL
ITEM 400, CEMENT STABILIZED BACKFILL
ITEM 432, RIP-RAP (CONC.)(CL. B)
ITEM 464, R.C.P. SEW. (18 IN.)(CL. III)
ITEM 464, R.C.P. SEW. (21 IN.)(CL. III)
ITEM 464, R.C.P. SEW. (24 IN.)(CL. III)
ITEM 465, INLET (COMPL.) (10 FT.) (RECESSED)
ITEM 465, INLET (COMPL.) (15 FT.) (RECESSED)
ITEM 466, HEADWALL (CH-11B-30DEGREE)(H=30 IN.)
ITEM 496, REMOVE OLD STR. (PIPE)
ITEM 496, REMOVE OLD STR. (SMALL)
ITEM 010, TRENCH EXCAVATION PROTECTION
ITEM 312.00, TRENCH SAFETY
ITEM 501.08, 8” DR-18 P.V.C. WATER
ITEM 505.00, DUCTILE IRON FITTINGS
ITEM 513.01, ½” TYPE “K” WATER SERVICE
ITEM 516.00, REMOVE & RELOCATE WATER METER
ITEM 702.02, 2" P.V.C. CONDUIT
ITEM 704.02, TYPE II COMBINATION BASE
ITEM 707.00, TRAFFIC PULL BOX
ITEM 708.00, 4" N.R.W. TRAFFIC BUTTONS
ITEM 709.00, 4" M.DW. TRAFFIC BUTTONS
ITEM 710.00, 4" N.R.Y. TRAFFIC BUTTONS
ITEM 711.00, 4" B.D.Y. TRAFFIC BUTTONS
ITEM 711.02, 24" WHITE THERMO. PAR. MARK. (SOLID)
ITEM 711.10, “ONLY” THERMO. MARK.
ITEM 711.13, “ARROW” THERMO. MARK.

Add the above items which are required to construct Paving, Drainage, Utility, and Traffic Control items for Miller Road from Centerville Road to Garland City Limits (Section III).
TO: J. Allen Clemson  
Dallas County Commissioners Court Administrator

FROM: Sandra K. Peters  
Computer Operations Supervisor, SCT/Information Technology Services

THRU: John Nero  
Account Executive, SCT/Information Technology Services

SUBJECT: Contract for data services between The Greater Dallas Council on Alcohol and Drug Abuse and Dallas County

DATE: May 7, 2001

Background

A request has been received from The Greater Dallas Council on Alcohol and Drug Abuse to purchase the following: (1) a quarterly report created daily for a two week period, R10268, Dallas County Jail Inmates Report; (2) a quarterly report R10295, Dallas County Jail Inmates Fifteen Day Summary Report.

Financial Impact/Considerations

Cost Recovery:

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Total First Year Cost $6,040.00

Succeeding Annual Cost $500.00

Project Schedule

Implementation by SCT/Information Technology Services will commence within thirty days of the contract execution date.

Recommendation

SCT/Information Technology Services recommends this request.

Reviewed By: John Hennessey, Management Information Systems Director

504 Records Building  Dallas, TX 75202  Phone: (214) 653-6141  Fax: (214) 653-6708
May 15, 2001

To: Commissioners Court

From: Abbas A. Kaka P.E., Assistant Director

Through: Dan Savage, Assistant Administrator for Operations

Subject: Advertisement for competitive bids for the Fire Alarm Upgrade – Health & Human Services Bldg. - 2377 Stemmons Frwy.

BACKGROUND:
On November 28, 2000, the Commissioners Court authorized by Court Order 2000-2374 to prepare an engineering/design package through Vidaud + Associates per Indefinite Quantity Contract Work Order No. 2. They have provided Dallas County with the plans and specifications so that Engineering and Project Management can proceed with the advertisement for competitive bids.

IMPACT/OPERATIONS:
This project will correct the existing deficiencies in the fire alarm system and bring the facility up to current life safety codes.

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

M/WBE INFORMATION: N/A

FINANCIAL IMPACT:
Funding for this project in the amount of $215,000 was appropriated in the FY 2001 Permanent Improvements (126.2001). Funds in the amount of $183,389 are available for this project ($215,000 - $31,611 to Vidaud + Associates).

RECOMMENDATION:
Engineering and Project Management recommends that the Commissioners Court authorize the Purchasing Department to solicit bids. A court order for advertisement will be prepared for Commissioners Court approval next week.

Approved:

Dan Savage, Assistant Administrator for Operations
May 9, 2001

To: Commissioners Court

Through: Ryan Brown
Acting Budget Officer

From: Shannon Brown
Acting Assistant Budget Officer

Subject: Rationale for Briefing and Court Order on Same Day

It is requested that the attached request be considered on both the formal and briefing agenda for Tuesday, May 15, 2001 to allow the deputy to be assigned to the facility as soon as possible. The JJAEP school year will end on June 14, 2001 and a summer session is planned for June 20-July 31. The Sheriff’s Office has indicated that a deputy can be assigned to the facility immediately upon Commissioners Court approval. This will allow the facility to have an on-site uniformed officer for the last four weeks of the school year.
May 9, 2001

To: Commissioners Court
Through: Ryan Brown (Acting Budget Officer)
From: Shannon Brown (Acting Assistant Budget Officer)

Subject: Security at the Dallas County Juvenile Justice Alternative Education Program (JJAEP) (COURT ORDER ON FORMAL AGENDA)

Background

The Dallas County Juvenile Justice Alternative Education Program (JJAEP), a state mandated program for youth who have been expelled from their home school district, is operated by Children’s Comprehensive Services (CCS), a private contractor, at a building near the Henry Wade Juvenile Justice Center. The current school year is CCS’s first year to operate the program.

CCS’s program does not utilize on-site, uniformed security officers. The Juvenile Department has raised security concerns with CCS on numerous occasions. In addition, the Dallas Police Department reports that 911 has been called over 200 times from the program since the beginning of school (almost two per day).

To address these concerns, the Juvenile Department suggested that CCS hire a full-time law enforcement officer for the remainder of the school year and the planned summer session. The Sheriff’s Office has agreed to station a deputy at the program. The Juvenile Department has requested approval of this new position. The purpose of this briefing is to make a recommendation on this request.

Operational Impact

The Sheriff’s Office has committed that a deputy can be stationed at the facility upon Commissioners Court approval. The deputy would monitor the students as they enter the facility, patrol the facility throughout the day, and be available to respond to incidents (usually fights/threatening activity). In addition, the deputy will transport youth to the detention center, if necessary.
The JJAEP school year ends on Thursday, June 14, 2001. A summer school session is scheduled for Wednesday, June 20, 2001 through Tuesday, July 31, 2001. The start date for the 2001-2002 school year has not been set, but it is anticipated that school will begin in the middle of August.

With this schedule, there will be several days when the deputy is not needed at the facility. The Sheriff's Office plans to assign an existing employee to the facility. This employee will be notified that he should utilize accrued vacation time on those days when school is not in session.

It is anticipated that the contract between CCS and the Juvenile Board will be amended to require a higher level of security at the facility. CCS's contract expires August 31, 2001, but includes annual renewals for up to five years. The department is presenting information on CCS's overall performance at the May 21, 2001 Juvenile Board meeting, which is being held at the facility.

Financial Impact

The estimated cost of this position for the remainder of the school year and summer session is $49,000. This cost includes the purchase of a car and radio equipment ($25,400) and indirect cost recovery ($3,975).

The department contacted the Region X Education Service Center about the use of school equalization funds for these costs. These funds are dedicated to services provided by the JJAEP. They are also used to provide bus service for the program. Region X reviewed the costs and agreed that the school equalization funds can be used for increased security.

The Juvenile Department has alerted CCS that security will be a requirement in the contract for the 2001-2002 school year and the financial responsibility of the contractor.

Performance Measures

The Juvenile Department has suggested the following performance measures related to this request:

reduce the number of serious incidents by 50% and
reduce the number of 911 calls by 90%.

This information will be utilized in evaluating how security services will be provided in the 2001-2002 school year.

Recommendation

The Office of Budget and Evaluation recommends that the Sheriff's Office Patrol Division be authorized an additional deputy position to be assigned to the JJAEP. The cost of this position and the related equipment will be provided by the Region X Education Services Center at no cost to Dallas County.
Dallas County
JUVENILE DEPARTMENT

MEMORANDUM

Date: May 2, 2001
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director

Re: Security at the Juvenile Justice Alternative Education Program (JJAEP).

BACKGROUND OF ISSUE

Our Juvenile Justice Alternative Education Program (JJAEP) is operated by a contractor, Children's Comprehensive Services (CCS). This is CCS' first year of operation. The previous contractor, Community Education Partners, utilized off duty law enforcement officers for security and to support their overall behavior management strategy. CCS' model does not include having onsite, uniformed security officers. We have growing concerns about the effectiveness of CCS's behavior management system. We are experiencing an increase in the number of reported incidents. The Dallas Police Department also report concerns with the number of 911 calls from the JJAEP. Since September 2000, Dallas Police reports having received over 200 emergency calls from this facility. Our current contract with CCS does not specifically require the provision of onsite, uniformed security. We feel that it is critical that a law enforcement presence be added to the JJAEP as soon as possible. We have contacted the Sheriff's office, and they are willing to place a Deputy at the facility upon Court approval. The purpose of this briefing is to request Court approval to place a Deputy Sheriff at the JJAEP.

IMPACT ON OPERATIONS AND MAINTENANCE

A Deputy would be able to provide security and respond to incidents at the facility, including transporting youth to the juvenile detention center when warranted. On site presence of law enforcement officers should reduce the number of incidents and prevent those incidents that do occur from escalating.

Juvenile Department staff will work with the assigned Deputy to evaluate the overall security needs for the JJAEP. We will require that any identified enhancements be implemented by CCS and will revise their contract as needed. We are currently evaluating several issues related to this contractor's overall performance and will present a recommendation for action to the Juvenile Board at the May 28, 2001 meeting. The current school year will end on June 14 and a 30 day summer school session is planned. The JJAEP follows the DISD school calendar, and the starting date for the 2001-2002 school year has not yet been set. School typically starts in mid-August.
LEGAL INFORMATION

The provision of security at the JJAEP program by the Sheriff's Department requires Commissioners Court approval. CCS' contract for operation of the JJAEP is with the Dallas County Juvenile Board. The contract is for a one year period that expires August 31, 2001. The contract is eligible for annual renewals up to a maximum contract period of five years.

FINANCIAL IMPACT / CONSIDERATIONS

The Office of Budget and Evaluation has estimated the cost of providing security at the JJAEP program at $54,342 for the period May 2001 through August 31, 2001. Funding for a Deputy Sheriff for the remainder of this school year will be provided by Highland Park equalization funds dedicated to the JJAEP and managed by the Region X Education Service Center. Provision of onsite security will be included as a requirement in the JJAEP FY 2002 contract and will be the contractor's financial responsibility.

PERFORMANCE MEASURES IMPACT

It is expected that the implementation of onsite security will reduce the occurrence of serious incidents by 50 percent and emergency calls made to the 911 system will be reduced by 90 percent.

PROJECT SCHEDULE / IMPLEMENTATION

Due to the urgency of this matter and potential legal liabilities to the County the department is recommending that security at the JJAEP program through the Sheriff's Department be immediately implemented.

M/WBE INFORMATION

This section is not applicable to this briefing

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court approve the Juvenile Department's request and authorize the Dallas County Sheriff to place a Sheriff's Deputy at the JJAEP program as security.

APPROVED BY: 
Michael K. Griffiths, Director
May 2, 2001

To: Commissioners Court  

Through: Ryan Brown  
Acting Budget Officer

From: Shannon Brown  
Acting Assistant Budget Officer

Subject: Additional Security Resources at the Henry Wade Juvenile Justice Center

Background

At its April 23, 2001 meeting, the Dallas County Juvenile Board considered the attached briefing. The Office of Budget and Evaluation recommendation was to continue the current level of security staffing while a security review was performed over the next 90 days to clearly identify areas where additional equipment or staff is necessary. However, the Board (by a 5-2 vote) elected to request funding to expand security coverage to 24 hours a day, seven days a week without reducing the current number of officers on duty at any time of the day (Attachment B). The annual additional cost of this level of security is $40,400. The purpose of this briefing is to identify a funding source for this additional cost.

Operational Impact

Dallas County Security is prepared to implement the new security staff through the County’s contract with Accu-Guard once funding is approved by Commissioners Court.

During discussions on this topic, additional concerns have been raised on the level of security provided at the Health & Human Services Buildings. Operational Services is preparing a separate briefing on this topic.

Financial Impact

The annual cost of this increased level of security is $40,400. The financial impact for the remainder of FY2001 is $16,800. The Office of Budget and Evaluation reviewed the budgets for the Juvenile Department and County Security and determined that neither budget has sufficient funds to absorb this additional cost. Therefore, unallocated reserves is recommended as the funding source for this cost.
Recommendation

Should Commissioners Court agree to fund the expansion of security coverage to 24 hours a day, seven days a week, the Office of Budget and Evaluation recommends the transfer of $16,800 from unallocated reserves to the contract for services with Accu-Guard for the additional cost of security coverage at the Henry Wade Juvenile Justice Center.
April 20, 2001

To: Dallas County Juvenile Board

Through: Ryan Brown
Acting Budget Officer

From: Shannon Brown
Acting Assistant Budget Officer

Subject: Additional Security Resources at the Henry Wade Juvenile Justice Center

Background

At the March 26, 2001 Dallas County Juvenile Board meeting, the Juvenile Department presented information on expanding the security coverage at the Henry Wade Juvenile Justice Center to 24 hours, seven days per week coverage. The estimated annual cost of this expanded coverage was $40,400. The Juvenile Board asked staff to review the proposed coverage, the number of security incidents, and the building use to determine if other options were feasible. The purpose of this briefing is to present the information gathered and recommend further review.

Operational Impact

Currently, the Wade security station is staffed a total of 249 hours during the week through a combination of Dallas County Security Officers and contract personnel from the County’s security provider, Accu Guard (see Attachment A). Weekday coverage is three officers from 7:00 am until 5:00 pm and two officers from 5:00 pm until 10:00 pm. Weekend coverage begins at 7:00 am and extends to 10:00 pm with two officers available from 11:00 am until 7:00 pm.

The Wade facility has several different peak usage times:

- weekday mornings from 8:00 am until 10:00 am for court activity,
- weekday afternoons from 12:30 pm until 1:30 pm for detention hearings,
- weekday evenings (excluding Monday) from 6:00 pm until 8:00 pm for detention visitation, and
- weekend afternoons from 1:00 pm until 4:30 pm and 6:00 pm until 8:00 pm for detention visitation (limited Saturday morning time for youth with children).
In addition, the Juvenile Department offers several evening group meetings at the facility for youth and their families. It is important that during these times there are at least two officers available to monitor the x-ray equipment and metal detector.

Dallas County Security has reported three incidents at the Wade facility in 2001 (one in January and two in February). One incident involves a confrontation in the parking lot between two individuals after a court hearing at approximately 5:00 pm. Security notified the Dallas Police Department and a report was filed but no arrests were made. The second incident occurred at 9:15 am at the security check-point when an individual attempting to enter the facility presented a knife at the metal detector. The individual was taken to the 3rd floor and arrested by a bailiff for unlawful possession of a weapon and an outstanding misdemeanor warrant.

The most recent security incident at the facility was the apparent use of a closet by a homeless individual for the night. It is unclear whether the individual entered the building during regular hours or if he came in after security personnel were off-duty. These incidents have occurred over the last four months during currently staffed hours. They do not represent after-hour incidents.

There is no definitive data available on the number of incidents that have occurred after security leaves the premises or vandalism that has occurred in the facility’s parking lot. The Juvenile Department reports that they can document 7 incidents related to 24 hour security needs. The specifics of these incidents were not available at the time this briefing was prepared.

An additional area of security concern that has been raised is the unsecured entrance to the Hill Center. This entrance is not currently monitored by security since it is separate and apart from the main entrance.

In the FY2001 budget process, funding was approved to enhance security at the Wade facility through the installation of cameras and intercom systems at remote doors. The improvements for the Hill Center included an intercom/video monitoring system to allow personnel to communicate with and view visitors while remaining within the facility. In addition, cameras will be added to the back dock area and the front lobby area and video feed from all cameras in the facility will be linked to one central viewing area. Facilities Management is preparing bid specifications for these items. The schedule for these improvements anticipates that installation will begin in 90 days.

The staffing pattern presented at the March meeting essentially expanded existing coverage to add one officer from 10:00 pm until 7:00 am daily (Attachment B). This level of coverage would require a total of 317.5 hours. An alternative staffing pattern that would extend security coverage to 24 hours, seven days per week is provided as Attachment C. The total amount of hours required at this level is 260. This suggested staffing pattern maintains at least two officers during the peak usage times described above, but does reduce the number of officers from three to two during the bulk of the facility’s operating hours.
**Financial Impact**

The estimated annual cost of an additional 13 hours of weekly coverage by contract security personnel (presented in Attachment B) is $7,500, or $3,125 for the remainder of the fiscal year. If the Juvenile Board elects to pursue the coverage level presented at the March meeting (presented in Attachment C), the estimated annual cost would be $40,400, or $16,800 for the remainder of the fiscal year. Funding for this additional expense would need to be approved through Commissioners Court.

**Recommendation**

Based on the current information available, no change in the current security staffing level for the Wade facility is recommended at this time. There is no conclusive evidence that additional hours of security coverage will address security concerns. The Office of Budget and Evaluation does recommend that a security review be performed over the next 90 days to clearly identify areas where additional equipment or staff could improve the safety of the employees and individuals using the building. All security incidents (both inside and outside the building) should be documented during this period. In addition, the Office of Budget and Evaluation will review the traffic levels during the peak times described above to determine appropriate coverage.

Commissioners Court will begin FY2002 budget discussions in July with final decisions made in September. Any security enhancements, including alternative staffing patterns, additional monitoring equipment, or external security measures (fences, gates, lighting), should be presented at that time to be considered in the budget process.
## Current Staffing Pattern

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**Total Dallas County Security:** 74.5  
**Total Contract Security:** 174  
**Grand Total:** 249
Originally Proposed Staffing Pattern

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Total Dallas County Security 74.5
Total Contract Security 243
Grand Total 317.5
## Alternative Staffing Pattern

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**Total Dallas County Security**: 72.5

**Total Contract Security**: 187.5

**Grand Total**: 260
May 8, 2001

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations
         Chris Thompson, Director, Communications & Central Services

From: Bryan Davis, Chief of Security

Subject: Security at Health & Human Services Facility

Background of Issue
Security incidents in the parking lot at 2377 North Stemmons Freeway (Health & Human Services) and 2355 North Stemmons Freeway (Child Protective Services) increased sharply during March. Commissioner Price requested that staff review security at these locations.

Due in large part to the type of services offered and the accessibility afforded by the close proximity of the interstate, a significant number of incidents occur at Health & Human Services. These range from mischief, vandalism, attempted auto theft to auto theft. These were markedly curtailed last year with the implementation of regular parking lot patrols and the apprehension of an individual responsible for breaking into numerous vehicles. However, occurrences increased again in March of this year. Investigation revealed that the then on-site supervisor was not forwarding incident reports in accordance with established procedures and that frequent patrols of the parking lot were not occurring. These situations were corrected and there was only one reported incident in April compared to 11 in March. This is a clear indication that frequent patrols of the parking lot markedly improve security, but there are numerous factors which impede regular patrols. This briefing examines those factors, considers alternatives and makes a recommendation for improving security at the Health and Human Services facility.

Impact on Operations
In addition to patrolling the parking lot, security tasks at this site include calls for assistance from the various County clinics and departments; assisting with crowd control; and responding to requests to unlock doors for employees, elevator entrapments, fire alarms, threats to employees, medical emergencies, disgruntled employees and calls for assistance at both the Child Protective Services (CPS) and Dallas County Employees Credit Union. (Extracts from logs and incident reports are attached indicating types of calls received.) Responding to problems at CPS involves assisting with calming agitated parents when children are removed from a home. This occurs as often as five times a day, last 30 minutes to an hour for each call and often involves two officers. Current personnel authorizations allow for the assignment of only two security officers. Consequently, parking lot patrols may not occur as often as necessary thereby increasing the potential for security incidents.
In addition to the above, security assistance is required for numerous after hour events. Four times a week, after hour activities are scheduled lasting until approximately 6:00 pm. These include the Veterans Coalition, Dallas County Subsidized Housing and extended hours for various clinics. CPS also operates after hour activities such as Child Care Licensing and Child Care Mediation. Officers from downtown shifts are detailed to cover these functions.

Several options were examined to enhance security.

1. Install cameras to cover all the parking areas. This improves security somewhat but a security officer must be present to monitor the camera and cameras do not pose the deterrent that the physical presence of an officer does.

2. Have Child Protective Services provide their own security for problems with parents, their employee matters and other service calls. CPS currently utilizes the County’s annual security to procure unarmed personnel to monitor screening devices. The scope of the County contract does not include security services beyond this and past use of contract security in extended roles has not been effective.

3. Add staff.
   a. Contract Security. The current contract does not provide for service beyond monitoring screening points. Further, contract security personnel do not have legal authority to issue criminal trespass or detain perpetrators. Also, policy and procedures do not allow contract security to operate the County Security vehicle used to patrol the large parking areas.
   b. Dallas County Security Officer grade 6. Dallas County Security has the legal authority to detain and issue criminal trespass warnings and remove any individual that does not abide by statute. As the majority of the incidents reported occur between 10:00 am and 3:00 pm, this officer’s shift would be 9:30 am to 6:30 pm. This would cover the peak trouble period and also allow coverage of after hour activities without detailing officers from other locations.

Financial Impact
The cost for the different options are as follows.

1. Cameras: $30,000.

2. Child Protective Services Provide their own security: $0.00.

3. Additional Staff
   a. Contract Security: $23,088 annually. (The increase in services over the current contract could result in additional cost.)
   b. Dallas County Security: $28,272.00.

Recommendation
The Dallas County Security Department requests the Office of Budget and Evaluation review the creation of a grade 6 security position to be placed at the Health and Human Services facility and make further recommendation to the Court.
3-28-01  8:00am  Sjt Wiley was called to help assist a white female that was acting incoherent and talking weirdly.  Ambulance was called paramedics took the lady to Rockland Hospital to be evaluated on the physiology ward.

9:30am  Sjt Wiley was paged 911 over to CPS by the D.P.D. Director and was told to help in the arrest of a black female who had a warrant out for her arrest.  The female was arrested and detained until transport arrived about 10:15 pm.

3-29-01  1530  Officer Ross was called over to CPS to investigate a suspicious person walking through the parking lots.  (All clear) 1545.

3-30-01  1500  Officer Ross & Officer Mc- was paged 911 to come over to CPS.  We had to escort an out-rage person from Bldg.  All clear 1520.  0.2

4-4-01  13:30pm  SGT Wiley and Officer McMillon was called to the credit union on a stolen check by the president Jennifer Naughton.  The check was confiscated and took down to DA Office.
4-4-01  At Approx. 1300 hrs. 1635 was called by CBS and told that person that was banned from the building was on property.  I left to case the worker and worker said that it was okay.

Mar 16th

4-10-01 1830 En-Route to C.P.S. to Escort A Blm from Bldg. (Upset Perempt)
   With no problem.
   R.R

4-10-01 4:15pm En-Route to a 911 Call A C.P.S Bldg
   A client has passed out.  Assist the Para-
   Medic.  All clear 4:45pm
   R.R

4-11-01 3:07pm En-Route to C.P.S Bldg.  was
  派 on a 911 Call. (Upset Perempt)
   All clear 3:40pm
   R.R

4-18-01 (6:55) En-Route to C.P.S Bldg on a 911
   Call from the 11th floor.  To Escort a
   Upset Perempt from Bldg.
   All clear at 7:30pm
   R.R

5-2-01

5-3-01 On Call at 2355 CBS for a Door Unlocked
   at 830am (Phone Room)
   TM
May 15, 2001

MISCELLANEOUS

1) FACILITIES MANAGEMENT - requests permission for the Sixth Floor Museum to use the Foyer of the Administration Building for access to the 7th floor for a Museum event on Wednesday, June 6, 2001 from 5:00 p.m. to 8:00 p.m. Facilities Management will prepare the necessary Building User Permit with the appropriate fees applied. Dallas County Security will provide one security officer for the event.

TRAVEL REQUESTS

2) HEALTH & HUMAN SERVICES - requests:
   a) Thomas Davis - Conduct an STD update - Tyler, TX - June 1, 2001: $115 from Grant Fund, STD Training Department, Conference Training Account, FY2001 Budget, (00466.08900.02460.2001).
   

3) SHERIFF'S DEPARTMENT - Donnie Grisham and Steve Ackerman - Training School - Waco, TX - June 5, 2001 in County vehicle with gas credit card(s) and no other expense to Dallas County.

4) PROBATE COURT #1 (DESHAZO) - Becky Helms - PDP Trial Court Management Course - Huntsville, TX - June 25-29, 2001: $388 from General Fund, Probate Court #1 Escrow Account, FY2001 Budget.
**EXCEPTION TO TRAVEL REQUESTS**

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

5) **SHERIFF'S DEPARTMENT** - Gary Lindsey - Participate in an Enforcement Panel Discussion - Austin, TX - May 9, 1001 at no cost to Dallas County.

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**MISCELLANEOUS EQUIPMENT**

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<th>DEPARTMENT</th>
<th>ITEMS</th>
<th>ESTIMATED COST</th>
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<th>EXPENDITURE SOURCE</th>
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<td>Tax Assessor/Collector</td>
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<td>Within Budget</td>
<td>00120.1035.08630.2001 (General Fund, Tax Assessor/Collector, Computer Hardware, FY2001) - $800</td>
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<td>2 - 128 MB RAM, @ $125.00 ea.</td>
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<td>00120.1035.08640.2001 (General Fund, Tax Assessor/Collector, Computer Software, FY2001) - $668</td>
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<td>2 - 10 GB Hard Drive, @$125.00 ea.</td>
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<td>1 - HP External CD Writer, @$300.00 ea.</td>
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<td>2 - Microsoft Office Prof. 2000, @ $334.00 ea.</td>
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**PROPOSED ACTION:**
The Tax Assessor/Collector requests to purchase the above listed computer hardware and software needed to upgrade the PCs at the Tax Accounting section related to the Tax Consolidation project. Recommended by the MIS Director.

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<td>2 - Desks</td>
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3)

DEPARTMENT: 3129
ITEMS:
Sheriff - Bailiff Section
3 - cellular phones ($0)
3 - phone adapters ($75)
3 - rate plans ICM ($540)

FUNDING SOURCE: Contingencies, Furniture and Equipment
EXPENDITURE SOURCE: 00120.3129.07213.2001 (General Fund, Sheriff's Bailiff Section, Cellular Phones, FY2001)
PROPOSED ACTION: The Sheriff Department Bailiff Section requests 3 cell phones for 3 to be used initially during the "Texas Seven" trials. Thereafter, the section is requesting to retain the phones for use during high profile situations and sequestered juries. Recommended by Communications and Central Services that phones are only approved for temporary use and permanent assignment be considered at a later date.

4)

DEPARTMENT: 1060
ITEMS:
Public Works
2 - Dell Laptop Computers

ESTIMATED COST: $5,232
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00424.0400.08630.2000 (Road Bond, Administrative, Computer Hardware, FY2000)
PROPOSED ACTION: Public Works Department requests authorization to purchase two Dell laptop computers for the Property Division. Recommended by the Management Information Systems Director.

5) DEPARTMENT: 1050
ITEMS: 1 - Modem
ESTIMATED COST: $70
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1050.08630.2001 (General Fund, County Treasurer, Computer Hardware, FY2001)
PROPOSED ACTION: The Treasurer’s Office has requested a modem to allow for the secure transfer of information between the County and depository bank. Recommended by the MIS Coordinator.

6) DEPARTMENTS: 4031
ITEMS: Storage Shelving
ESTIMATED COST: $4,250
FUNDING SOURCE: County Clerk’s Records Management and Preservation Account (914/913)
EXPENDITURE SOURCES: 00120.4031.08410.2001 (General Fund, County Clerk, Furniture and Equipment, FY2001)
PROPOSED ACTION: County Clerk, Earl Bullock, requests authorization to purchase storage shelving for Mental Illness and Probate files. The shelves would be purchased using the County Clerk’s Records Management and Preservation Account. Recommended by Office of Budget and Evaluation.
Facilities M-0105019 - requests to install a data-line in the Inspectors area to allow access to network. Installation: $41.37; no monthly service increase. **Recommended.**

County Clerk M-0105020 - requests to install a data-line cable at the front desk to provide access to network. Installation: $222.74; no monthly service increase. **Recommended.**

Juvenile M-0105022 - requests to reroute all incoming call traffic from the Central control area to the Reception Area. Installation: $63.00; no monthly service increase. **Recommended.**

363rd Judicial District Court M-0105015 - requests to install a single-line phone on the 5th floor. Installation: $37.75; no monthly service increase. **Recommended.**

District Clerk M-0105010 - requests to install a single-line to be used with a modem. Installation: $31.50; no monthly service increase. **Recommended.**

Family Court Services M-0105005 - requests to reprogram and relocate several lines within the department due to changes. Installation: $21.00; no monthly service increase. **Recommended.**

Health & Human Services - requests:
M-0105001 - to install a single-line to be used with a modem and a single-line phone in Room 628 for a new employee. Installation: $70.95; no monthly service increase. **Recommended.**

M-0105012 - to install three data-line cables and two voice line cables in Room 237 and one data-line cable in Room 610 to provide work station access to network. Installation: $159.35; no monthly service increase. **Recommended.**

Tax M-0105013 - requests to install a coaxial cable to relocate a mainframe terminal. Installation: $71.00; no monthly service increase. **Recommended.**

Public Defender M-0105009 - requests to install five single-lines in Room C1-13 to allow Attorneys to conduct business. Installation: $245.95; no monthly service increase. **Recommended.**
Crime Lab M-0105006 - requests to install a single-line in 3rd floor firearms unit to be used with a modem. Installation: $70.95; no monthly service increase. Recommended.

Treasurer M-0105008 request to install a single-line to be used with modem. Installation: $39.45; no monthly service increase. Recommended.

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

Pagers

Sheriff M-0105016 - requests to provide greater coverage area for the County pager assigned to a detective. Monthly service increase: $1.00. Recommended.

Pagers are funded by the requesting department unless otherwise indicated.

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