DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA
November 20, 2001

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DATE(s) TO REMEMBER

Twentieth Annual Dallas County Thanksgiving Luncheon

Tuesday, November 20, 2001
at 12:00 p.m.
Administration Building, 2nd Floor

Thanksgiving Holiday

November 22, 2001
and
November 23, 2001
TO: COMMISSIONERS' COURT
FROM: Betty Culbreath-Lister, Director
Health and Human Services
DATE: November 20, 2001
SUBJECT: RENEWAL AGREEMENT BETWEEN HOME LOAN COUNSELING CENTER AND THE ENTERPRISE FOUNDATION

BACKGROUND

The Dallas County Home Loan Counseling Center (HLCC) has an established cooperative partnership with The Enterprise Foundation. Enterprise is the administrator for the City of Dallas' Mortgage Assistance Program (MAP) and we have once again been asked to enter into a contract (Memorandum of Understanding) with Enterprise to provide home buyer education and counseling for first-time home buyers who will utilize the City's MAP. The MAP provides down payment, closing costs, and required home repair grants to first-time home purchasers in the City of Dallas. The FY98, FY99, FY00, and FY01 counseling contracts between Enterprise and the HLCC were approved by Commissioners Court.

FISCAL IMPACT

In this FY2002 counseling contract, The Enterprise Foundation will pay the HLCC a per family fee of $50 for each family who successfully completes the HLCC curriculum and purchases a home utilizing the City's MAP. From FY98 through October 2001, The Enterprise Foundation/HLCC Counseling contracts have generated a total of $28,531 in income for Dallas County. As with all fee generated income received by the HLCC, the monies are forwarded to and deposited by the County's CDBG department to be utilized for CDBG eligible activities.

OPERATIONAL IMPACT

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

LEGAL IMPACT

There is no impact on the HLCC to accommodate this contract.

RECOMMENDATION

It is recommended that the Commissioners Court approve this Memorandum of Understanding between The Enterprise Foundation and the Dallas County Home Loan Counseling Center. Further, it is recommended that the County Judge be authorized to execute this agreement.

Recommended by: Betty Culbreath-Lister, Director

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Acting Budget Officer

2377 North Stemmons Freeway, Suite 724
Dallas, Texas 75207-2710
Office 214-819-6060
FAX 214-819-6069
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ENTERPRISE FOUNDATION AND
DALLAS COUNTY HOME LOAN COUNSELING CENTER

This Agreement is entered into with an effective date of October 1, 2001 between The Enterprise Foundation (herein referred to as “Enterprise”) whose Dallas office is located at 100 North Central Expressway, Suite 1299, Dallas, Texas 75301 and Dallas County Home Loan Counseling Center whose address is 2377 North Stemmons Freeway, Suite 724, Dallas, Texas 75207.

RECITALS

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

2. The Enterprise/Dallas County Home Loan Counseling Center relationship is, in part, a function of the City’s desire to transform the fragmented, under-funded homebuyer education activities into a professional, self-sustaining industry.

3. The Enterprise/Dallas County Home Loan Counseling Center relationship will continue to design and deliver a core curriculum for homebuyer education and counseling in Dallas based on nationally accepted standards.

4. Through this Agreement Enterprise will gather the data necessary to demonstrate the costs and benefits of homebuyer education and counseling in business terms i.e., the impact on increasing the pool of qualified borrowers while decreasing post purchase delinquency rates.

5. This Agreement demonstrates methods by which homebuyer education and counseling services can be financed and provides a central clearinghouse within the City for materials and information on the best practices in the homebuyer education industry.
To achieve the goals and objectives set forth above, Enterprise and Dallas County Home Loan Counseling Center agree as follows:

1. Enterprise will pay the Dallas County Home Loan Counseling Center $50.00 for each individual or family that receives homebuyer education in the Dallas County Home Loan Counseling Center program provided that the individual or family utilizes the MAP subsidy in the purchase of his home.

2. Dallas County Home Loan Counseling Center will provide to each such homebuyer a certificate indicating that he or she has successfully completed the Dallas County Home Loan Counseling Center homebuyer education and counseling program.

3. Dallas County Home Loan Counseling Center shall submit to Enterprise the name, address, telephone number and a copy of the certificate for each homebuyer for which it claims reimbursement of the above-mentioned $50.00.

4. Dallas County Home Loan Counseling Center will provide periodic post purchase counseling to the home buyers who successfully complete its program and purchase a home with the MAP subsidy.

5. Enterprise and Dallas County Home Loan Counseling Center agree that during the 2001-2002 program year, no first-time homebuyer will be charged for these services identified in this Agreement.

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

AGREED TO BY:

THE ENTERPRISE FOUNDATION

By: Lorenzo Little
Executive Director

Date

DALLAS COUNTY HOME LOAN COUNSELING CENTER

By: Lee F. Jackson
County Judge

Date

Approved As To Form:

By: Janet R. Ferguson
Chief Deputy
Civil Section

Recommended:

By: Betty Culbreath-Lister, Director
The Household Hazardous Waste interlocal agreement between Dallas County and the cities of the Dallas Area HHW Network has been extended through November 30, 2001. The Network cities wish to execute a new interlocal agreement to continue the program during FY02 and beyond, with some changes to the terms and conditions. Changes are needed to accommodate the new facility operations, to clarify maintenance responsibilities at the new facility, to contractualize Network construction cost reimbursements to Dallas County, and to update and clarify voting rights in the Network Bylaws. Other terms and conditions of the previous agreement remain unchanged.

Background:
A proposed new interlocal agreement was briefed to the Court on September 18, 2001. The Court requested a second briefing to address questions about the proposed shared maintenance agreement at the Home Chemical Collection Center facility and to clarify other differences between the new agreement and the previous one.

The household hazardous waste program and HHW Network were created by Commissioners Court Order #94-751 to operate under the County budget system, as a division of a County department, under County oversight, with the County serving as lead agency and full participant. As with all other County programs, the County has historically provided office maintenance, furnishings and overhead (phones and utilities). Under the previous agreement, the County was not responsible for any other direct costs for the program. Program funding was provided by the participating cities or grants. Since no changes to the status of the program were suggested by the Court during the planning and purchase of the Home Chemical Collection Center, the Network concluded that the County intended to providing all maintenance and overhead at County expense. The Network then structured it FY02 financial commitments accordingly. The question of who would pay for maintenance at the new facility was raised by Facilities Management mid-way through construction of the new facility, when they asked the Network to provide funding for all maintenance expenses. To sustain the spirit of cooperation between the County and the Network cities, and incorporating suggestions from involved County officials
and staff, Network members crafted the proposed shared maintenance agreement for inclusion in the new interlocal agreement as a compromise position. The proposed new interlocal agreement, including the shared maintenance agreement, has been presented for review to the offices of Civil District Attorney, Budget, and Operations.

Scope of Shared Maintenance Proposal
Under the proposed shared maintenance agreement, Dallas County will share direct and indirect maintenance costs for the new Home Chemical Collection Center on Plano Road and take responsibility for capital repairs, as detailed in Attachment D2002. The Network will pay a portion of its budget to the County for a partial recovery of maintenance expense. Capital additions necessitated by program operations will be the sole responsibility of the HHW Network. All maintenance activities and expenditures will continue to be cleared through Dallas County Facilities Management. Attachment D2002 specifies the details of the proposed shared maintenance costs. If approved, this attachment will be added to the interlocal agreement. This is the same proposal that was presented on September 18.

Facilities Management has estimated annual maintenance costs of $32,000 at the Plano Rd. facility ($6,000 for routine maintenance, $20,000 for utilities, and $6,000 for routine repairs). The Network is proposing to pay 20% of its annual operating budget to Dallas County to offset approximately 59% ($18,840) of the estimated $32,000 maintenance expense. The Network asks that the County cover the remaining maintenance costs (estimated $13,160).

Other Contract Changes (See Briefing Attachment A):
Some revisions were made to incorporate construction reimbursements to the County, clarify maintenance responsibilities at the new collection facility, accommodate needed membership changes, and confirm expanded city financial responsibilities after exhaustion of grant funding. Some language revisions for clarity and consistency were incorporated at the request of the Civil District Attorney, as indicated in gray on the attached draft agreement (strikeout for deletion, double underline for addition).

Financial Impact
During the first year of the contract (FY02), the proposed interlocal agreement will achieve a cost recovery for the County of $43,840 ($18,840 in maintenance payments and $25,000 in construction reimbursements). The Network will pay approximately 59% ($18,840) of the estimated $32,000 maintenance expense and cover any capital additions necessitated by program operations. The County will be responsible for approximately 41% ($13,160) of the estimated $32,000 and for all capital repairs. While cost increases can be expected over the life of the agreement, the dollar amount of maintenance payments to Dallas County is also expected to increase annually due to participation and budget increases.

Operational Impact
The new facility is nearing completion and scheduled to begin operations by the end of November. A new interlocal agreement, including an agreement on maintenance responsibilities at the facility, is needed prior to opening. The HHW Network’s FY02 budget has been restructured to divert all available funding to maintenance payments and construction reimbursements to Dallas County, and further cuts in the Network’s operating budget would jeopardize essential program operations. The Network will continue to seek outside funding.
from grants and contributions to offset both Network and County expenses, but it has no such commitments at this time. Since implementing a budget increase for FY02 to cover rising vendor costs, new programming expenses, and prior commitments for construction costs, many of the Network cities have experienced cuts in their own local budgets. Some of the cities have indicated that additional HHW budget increases at this time could force them to drop out of the program. This, in turn, would place a heavier financial burden on the other cities and render the future of the Network uncertain. By executing the proposed interlocal agreement and shared maintenance agreement, the County will assure uninterrupted continuation of the program for FY02.

**Recommendation**

It is recommended that the Court approve the proposed interlocal agreement for FY02, including the Bylaws revisions and the shared maintenance agreement as detailed in the attachments, and authorize the County Judge to sign all relevant documents.
Shared Maintenance Agreement for Home Chemical Collection Center

Under the HHW Interlocal Agreement, Dallas County and the Dallas Area Household Hazardous Waste Network will share maintenance expenses at the facility on Plano Road. The Network will pay 20% of its annual operating budget to Dallas County to offset routine maintenance expense in exchange for exclusive use of the property at 11234 Plano Road as a Home Chemical Collection Center. Dallas County will be responsible for remaining routine maintenance expenses and for capital repairs, with this exception:

- Capital additions necessitated by program operations are the Network’s full responsibility and are not included in the shared maintenance agreement.

Shared maintenance costs at the Home Chemical Collection Center facility on Plano Road are assumed to include the following services.

- routine building maintenance (lights, HVAC, minor plumbing and electrical, floor and ceiling tiles, windows, doors and locks, etc.), janitorial service in office and public areas only, landscape maintenance (mowing, trimming), utilities (water, gas, electricity, phones, network access)
- routine repairs to the structure, paving, electrical and mechanical systems

All maintenance activities and expenditures will be coordinated through Dallas County Facilities Management.

Estimated Costs for Year One of the FY02 HHW Interlocal Agreement

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<tr>
<th>Cost Estimated</th>
<th>Description</th>
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<tr>
<td>$6,000</td>
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<td>Utilities</td>
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Shared Maintenance Agreement

- $32,000 Estimated maintenance costs
- $18,840 HHW Network pays 20% of $94,200 operating budget
- $13,160 Estimated Dallas County responsibility

Administered Through the Office of the Dallas County Fire Marshal
Changes in the HHW Interlocal Agreement for FY02

Changes in the main body of the FY02 agreement will
1. Increase the number of annual renewal options from three additional one-year terms to four additional one-year terms (Paragraph 1);
2. Create a capital improvement fee to be paid to the Network by cities that have not participated during the construction phase, as a way to partially recapture construction costs previously incurred by the Network (Section II);
3. Define cities which have been full-time participants in the program during the construction phase as “Charter Cities” and exempt them from the capital improvement fee in recognition of their prior contributions to construction funding (Section II);
4. Require non-Charter cities to pay operational (fixed) costs and capital improvement fees to the Network annually in advance (Section II);
5. Deny refunds of operational costs and capital improvement fees to cities that withdraw from participation before the end of a contract term (Section II);
6. Clarify the process for scheduling collection events (Section III);
7. Require the Network to pay the County an annual maintenance fee of 20% of the Network’s annual operating budget in exchange for exclusive use of the Plano Road facility (Section III) as a Home Chemical Collection Center; and
8. Establish penalties for late payments from cities to the Network (Section VI).

Proposed Attachment A2002, Scope of Services will
1. Remove references to specific non-profit groups (some of whom no longer exist) and replace with more general wording to allow for changes in Network membership from this category (Scope of Services, page 1);
2. Add wording to include operating costs and capital improvement fees as part of expenses covered by the Network and to clarify billing schedules as currently implemented (Scope of Services, page 1 and 2);
3. Make wording more consistent to clarify the roles of the Network and management staff (Scope of Services, page 3);
4. Expand description of HHW Manager’s fiscal duties (Scope of Services, page 4)
5. Increase participation goals (Scope of Services, page 5); and
6. Eliminate the goal of expanding to neighboring counties due to lack of feasibility at this time.

Attachment C2002, Network Bylaws with Amendment A, will
1. Rename membership categories to more clearly reflect member rights in regard to financial obligations and add two advisory members from the private sector (Bylaws, Article III);
2. Remove the name of a non-profit group that no longer exists and adds another group name to the list of examples of eligible member groups (Bylaws, Article III); and
3. Rename Project Manager to provide consistency with County’s official job title of Program Manager and convey responsibility for conducting Network meetings to the Program Manager in accordance with established procedures (Bylaws, Article VI).
BACKUP FOR BRIEFING

DRAFT OF
PROPOSED
FY02 HHW INTERLOCAL AGREEMENT

Strikeout = deletion
Underline = additions
Gray = Changes by Civil D.A.
STATE OF TEXAS
COUNTY OF DALLAS

AGREEMENT BETWEEN CITY OF ___________________________ AND DALLAS COUNTY

WHEREAS, the City of ___________________________, Texas, hereinafter called “City,” and the County of Dallas, Texas, hereinafter called “County,” wish to enter into an agreement to join the Household Hazardous Waste (HHW) Network to coordinate the planning and implementation of a hazardous waste collection system program from October 1, 2001, through September 30, 2002, with options to renew for four additional years one-year terms; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection system program; and

WHEREAS, the HHW Network has successfully served the residents of the participating cities since its inception in 1994 and is prepared to continue and expand its services;

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a HHW collection program as a continuation of the 1994-2000 program. The terms and conditions set forth within this agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW collection system program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services and activities (see Attachment A2002) has been reviewed and approved by the HHW Network. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, shall become an addendum to this contract agreement.

WITNESSETH:

I. County Responsibilities

During the term of the agreement, the County agrees to the following provisions:

1. Through the County Fire Marshal’s Office, the County will provide HHW project management, HHW
disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, and assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions (see Operational HHW Program Budget Summary, Attachment B2002).

2. The County agrees to enter into an agreement with disposal vendor(s) in compliance with the direction of the City, to provide a series of disposal events and a fixed-site HHW collection center at the discretion of the HHW Network. The City recognizes that compensation for vendors under such agreements will be payable only to the extent that City funds are made available.

3. The County will provide two representatives on the HHW Network.

4. With the exception of telephones, the County shall not be responsible for any direct costs incurred as a result of utilization of the program by residents of any municipality. To provide and maintain a site at 11232-11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center, which will be managed and operated by the HHW Network under a shared maintenance agreement as detailed in Section III, item 5, and in Attachment D2002.

5. Through the County Fire Marshal's Office HHW staff, the County will provide regular reports to the City regarding collection statistics taken from event surveys. This information will include but not be limited to the City's percentage of total participation, types of materials collected, and percentage of City residents bringing specific types of materials.

II. City Responsibilities

Over the contract period during the term of the agreement, the City will provide:

1. A sum not to exceed $ for disposal, setup, operational, capital improvements, and transportation costs for HHW collection for residents of their City.

   Stipulations:
   a. This amount will include a capital improvements fee of $500 per year, plus a proportional share of annual operational costs. Exception: The capital improvements fee will be waived for Charter Cities. (Charter Cities are defined as those cities which have participated in the HHW Network full time during the capital improvements phase of the Home Chemical Collection Center, from October 1, 1998 through September 30, 2001.)
   b. Collection and disposal costs will be paid after-the-fact, based on actual usage.
   c. Operational costs and capital improvements fee shall be paid annually in advance. Exception: Cities which have participated full time for three consecutive years may pay quarterly in advance.
   d. In the event of early withdrawal, the capital improvements fee and operational costs will not be prorated for partial year participation but will become immediately due and payable in full.

2. Evidence in appropriate form that funding has been committed and will be available to pay operational, disposal, set up, and transportation costs as required by agreements with disposal contractors and the County.

3. Assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for collection(s) held within its jurisdiction.

4. Onsite representation at HHW collection(s) within its jurisdiction.

5. Notification to the County in writing immediately when the City no longer wishes to participate in the HHW collection events.

6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges financial responsibility
for a proportional share of the program Operational Budget, based on the City’s percentage of total single family population households served and using single family household projections from North Central Texas Council of Governments. The Operational Budget will be determined by the HHW Network and may include but not be limited to staff salaries and benefits, advertising, office equipment and supplies, printing, postage, staff training/professional development, staff travel for official business, volunteer support, vehicle maintenance and operations, utilities, uniforms, and liability insurance. The current Operational Budget is detailed in Attachment B to 2002. No City will be obligated to incur expenses without their prior knowledge and approval.

III. HHW Network Responsibilities

Under the Bylaws of the HHW Network as included in Attachment C to 2002, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make decisions regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community collection event. Should insufficient dates be available to accommodate all such requests, the number of events hosted by a single member City annually may be scheduled at a rate that is proportional to that City’s share of single family households served.
4. Reimburse the Dallas County Major Capital Development Fund for collection center construction project cost overruns in the amount of $126,086 at the rate of $25,000 annually over a period not to exceed five years. Funding will be provided through the HHW Network Operating Budget as stipulated by the Commissioners Court in Dallas County Court Order No. 2001-249.
5. Pay the County an annual maintenance fee of 20% of the Network operating budget in exchange for exclusive use of the building and property at 11232 and 11234 Plano Road in Dallas as a Home Chemical Collection Center and be responsible for capital additions necessitated by program operations.

IV. Liability

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers’ compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this agreement and caused by the sole negligence of the County, its agents, officers and/or employees.

The City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers’ compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this agreement and caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.
This agreement is made solely for the benefit of the parties, and nothing herein shall be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County’s and City’s sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code.

V. Renewal, Cancellation, and Amendments

This agreement will automatically renew for a one year term on October 1 of each year for a total period not to exceed five years. A Either party may withdraw from this agreement at any time, provided that it has notified the other party in writing at least 60 days prior to its intended withdrawal date. Amendments may be made to this Agreement upon written approval by both parties.

VI. Payment

The City, once receiving an invoice from the County for services rendered (operational, disposal, set up, and/or transportation costs), shall provide payment within 30 days to the County as per this agreement and any addendum(s) to this agreement. Cities which fail to pay within 30 days will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW staff. Upon written request from the City, invoices from the County shall be accompanied by copies of all participant surveys and/or other backup documents relevant to the invoice. Payments required under this contract agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

VII. Governing Law and Venue

This agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal action between the parties arising from this agreement shall be in Dallas County, Texas.

VIII. Miscellaneous

1. The City and the County certify that this interagency agreement is executed in accordance with the governing provisions of the Texas Interlocal Cooperation Act, as amended.
2. This contract agreement is conditioned upon the City and County funding the expenditures set forth herein in their respective annual budgets.
3. Attachments A through C are incorporated into this agreement as if set forth herein. In the event of a conflict between any provision of an attachment and this agreement, the terms of this agreement shall control.

The City has executed this agreement pursuant to duly authorized action by ___________________________ on this __________ day of ___________________________, 2001.

(Resolution or Reference# )

The County has executed this agreement pursuant to Commissioners Court Order No. ___________________________ on this __________ day of ___________________________, 2001.
City of ______________________________
By: ______________________________
Title: _____________________________
Date: _____________________________

County of Dallas
By: ______________________________
Title: Lee F. Jackson, County Judge
Date: _____________________________

Attachments:
A2002: Scope of Services
B2002: FY02 HHW Program Budget Summary
C2002: HHW Network Bylaws
Scope of Services

Overview

For the term of this agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection system.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to manage the planning, coordination, and implementation of the HHW Network and HHW collection structure program. The HHW Network will function as an advisory board and will consist of representatives from participating cities, Sierra Club, CEED environmental or other relevant citizen interest groups, Texas A&M Agricultural Extension Service, and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the County HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. As a supplement to the community collections, the County will oversee the operation of a fixed-site HHW Collection Center for year-round access, at the direction of the Network. The County will contract for collection services and disposal through an RFP process.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the collection center on a year-round basis.

For all community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The participating city will provide for traffic control, site security, and will have an onsite representative if a for the duration of any collection is held within its jurisdiction. Host cities will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Home Chemical Collection Center site, telephones, maintenance and repairs, some office equipment, emergency and project management through the Dallas County Fire Marshal’s Office. The HHW Program Manager and staff shall be County employees, whose salaries and benefits are funded by the participating cities or through grants, and who work under the direction of the County Fire Marshal. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on single family population figures from the North Central Texas Council of Governments Housing Estimates. Capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities or by grants.

Each participating city must provide the County with funds to cover its own disposal, set up, operational,
capital improvements, and transportation costs within 30 days of receiving an invoice from Dallas the County. Operational costs and capital improvements fees will be billed quarterly annually in advance. In the event of early withdrawal, operational costs and capital improvements fees will not be pro-rated for partial-year participation. Collection center disposal costs will be billed quarterly, according to actual usage. Collection event costs will be billed after each event, according to actual usage. The County, as signatory on the disposal contract, will pay the HHW disposal contractor with the funds received from the cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

1. The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the contract period term of the agreement; or

2. The city may decide to continue to allocate funds for the disposal, set up, operations, and transportation fees, and allow their residents to participate in the collection center and future events to be held in the contract agreement year.*

*If a city decides to continue to fund disposal, set up, operations, and transportation costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the city must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations.

Record keeping of the number of residents from each city participating in each one-day community collection will be monitored continually during each event by the disposal contractor and/or County. As it is likely that only those cities in which collections are held run the risk of a budget overrun, those cities in which a collection event is held must have a city representative on site to decide whether they wish to continue to fund their residents' disposal costs in the event of unexpectedly high participation. Other cities may use their discretion in having a representative at the events.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay a fee (per household) or they will not be permitted their own collection fees in order to dispose of their HHW at the collection center or community collection event sites until an addendum is added to the agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of any ongoing HHW program should be to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this project includes the following objectives:

1. Continued project oversight through the HHW Network. The Dallas County Fire Marshal is the overall project director; a Program Manager and staff are employed by Dallas County to implement the project operations under the Marshal's direction supervision. Dallas County facilitates the establishment of intergovernmental agreements of participating cities and provides for the coordination of the overall project. Costs for program operations, disposal, set up, and transportation, and some capital improvements are paid by the participating cities.
2. Implement a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 7,000 households annually.

3. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.

4. Involve as many cities as possible in the HHW Network (cities having their own HHW program could coordinate their collections with the Network project in order to maximize advertising and public awareness/public education efforts).

5. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.

6. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.

7. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.

8. Divert a substantial amount of HHW from municipal landfills.

9. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.

10. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas A&M/Dallas County Agricultural Extension Services, and the Institute of Forensic Sciences.

Approach

This project provides a regional approach to a regional issue. While the ultimate objective is the elimination of HHW from area landfills and storm water discharges, this goal can best be accomplished through a cooperative network approach. The County of Dallas is in an ideal position to serve as the lead entity and is willing to do so in response to the interest expressed by cities within the County.

To accomplish the project's objectives, the County employs a Program Manager to administer the project, hire and manage other project staff, coordinate and train volunteers, coordinate participation by cities, coordinate educational outreach, oversee the contract process, track data, and develop reports. This employee will work under the direction of the HHW Network and supervision of the Dallas County Fire Marshal, whose time will be donated by the County. Additional staff will be added as needs dictate and funding allows.

The County will negotiate all contracts at the direction of and on behalf of HHW Network participants. Office space and equipment, including phones and computer access, will be donated by the County.

Collection activities will include, but are not limited to, reuse, recycling, arrangement for the disposal of non-recyclable materials, contractor compliance, spill control and fire control measures, personnel security and traffic control, and promotion of the event. Disposal, set up, and transportation costs will be borne by the
participating cities in the HHW Network. Program operation costs such as staff salaries, supplies, vehicle fuel and maintenance, and advertising that are not covered by grants or corporate donations will be paid for by the participating cities.

Tasks to be carried out by the HHW Manager and staff include:

1. Determine the most environmentally safe and acceptable methods of collection/disposal.

2. Identify, contact, and award contract for turn-key collection and disposal services to a contractor who will assure all liability for collection site control, employee safety, transportation, set up, and disposal; provide general liability insurance and turn-key operations for all remote collection sites as well as transportation and disposal of materials from all collection locations.

3. Prepare and submit Operational Plans and reports to the State in accordance with TNRCC guidelines.

4. Negotiate interlocal agreements with cities for their participation in the collection program.

5. Arrange publicity for the program.

6. Prepare and distribute educational materials to the public.

7. Solicit contributions and in kind service donations from local corporations when possible to provide additional publicity, facilitate educational efforts, and offset other project costs such as capital improvements, advertising, and promotion.

8. Complete required project reports and reimbursement requests for grant agencies and the County.

9. Carry out all necessary fiscal operations including budget preparation and oversight, accounts payable and receivable activities, and Maintain maintenance of project financial records.

10. Create and maintain contact data base.

11. Prepare surveys and educational packets for distribution.

12. Coordinate traffic, emergency preparedness, security, volunteers, sanitary and rest areas, and site set up for community collection events.

13. Oversee all operations at the community collection site during the event and monitor operations at the collection center on an ongoing basis.

14. Enter data from participant surveys and prepare a final report for each community collection and a quarterly report for the collection center.

15. Prepare RFP(s) for HHW collection and disposal. The proposal will be reviewed by the HHW Network. The RFP will be inclusive of all EPA, TNRCC, and any other HHW collection and disposal regulations.

16. Serve as liaison between the HHW Network cities and Dallas County, preparing all necessary briefings, court orders, correspondence and reports.
Special Training Requirements

EPA First Responder Technical Level training will be required for all workers who come in contact with chemicals and/or chemical containers. The contractor will provide these personnel and be responsible for their training. Police, Fire, and HazMat Response Teams will have training appropriate for their functions.

Citizen volunteers will be used at the collection site only for the purposes of taking surveys, distributing educational literature, processing non-hazardous recyclables, and assisting with traffic control. Volunteers who assist with the consolidation of paint, used motor oil, antifreeze, or oil filters must have completed abbreviated EPA First Responder Awareness Level Training and must satisfy the experience level requirements as determined by the County’s onsite Safety Officer. All volunteers will be required to attend a brief onsite orientation session prior to beginning a work shift. The Dallas County Fire Marshal, Program Manager, and program staff will be responsible for volunteer training.

Records and Reporting

The Program Manager will prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports will be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys will be computerized. A final report will be presented within 90 days of the end of the program. It will include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

1. Participation by at least 7,000 of the area households annually
2. Participation by at least 50% of the cities in the County
3. Public Outreach to households in participating cities
4. Coverage by general circulation newspaper and/or broadcast media
5. Involvement of the community at all levels; government, industry, and citizens
6. Expansion of program participation to cities in neighboring counties
FY2002 HHW PROGRAM BUDGET SUMMARY

This budget summarizes the total program funding for FY02 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on August 2, 2001. It includes both fixed and variable costs.

Fixed costs include personnel, operating, and indirect costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, and all other direct programming costs. Indirect costs include payments to Dallas County both for reimbursement of capital improvements costs ($25,000 per year for five years) and for the Network’s annual share of maintenance costs at the Home Chemical Collection Center based on 20% of operating costs (Example: 20% x $94,200 = $18,840 during FY02).

Variable costs are comprised of vendor costs for collection and disposal, which vary according to actual usage and are indicated in the budget summary for planning purposes only. Funding for collection and disposal costs will be collected from the cities after the fact, on an as-used basis.

Budget adjustments made during the term of the agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein.

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BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

Article I: Name

The name of this organization shall be the Dallas Area Household Hazardous Waste Network, herein after referred to as the “HHW Network.”

Article II: Mission

The purpose of the HHW Network shall be to efficiently organize and promote the collection of household hazardous wastes (HHW) from among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting City Members - Voting membership in the HHW Network will be offered to one representative of each city in Dallas County volunteering to participate in the HHW Network and the Dallas County Fire Marshal. Any city requesting membership shall provide an official indication of the name of the individual to be designated as the HHW Network member. Once designated, an individual member may shall arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Other Members - the County Judge shall name additional Advisory (Non-voting) Members members to the HHW Network representing the following categories or organizations:

a.) 

b.) 

c.)three members representing advocacy, environmental, or other citizen groups such as: Texas A&M Agricultural Extension Service, CEED, Audubon Society, and League of Women Voters
d.)two members representing the private sector

Term - each of the designated individuals shall serve until his/her successor is designated

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings will be public meetings open to all participants. The Project Manager of the HHW Network will establish a mailing list for notification of all meetings, and shall include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum shall consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each member of the HHW Network will have one vote, provided however, that there shall be certain members who represent cities who are financially liable for disposal costs, as discussed below in Article VI.
Article VI: Officers and Committees

The Dallas County Fire Marshal, and in his absence the Project HHW Program Manager for the HHW Project, shall preside at all meetings and shall be responsible for all staff work and notifications related to the Network. The Project Program Manager shall not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as shall be deemed necessary to carry out the work of the organization.

Finance Committee - The Finance Committee shall consist of the representative of each city that has made a binding commitment to participate in a disposal program, and the Dallas County Fire Marshal. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws shall become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of those voting members present and voting shall become part of the bylaws.
BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK
AMENDMENT A

Replaces Articles III, V, VI, VII

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city in Dallas County volunteering to participate in the HHW Network and the Dallas County Fire Marshal. Any city requesting membership shall provide an official indication of the name of the individual to be designated as the HHW Network member. Once designated, an individual member may arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge shall name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

a.) one member representing Dallas County, other than the Dallas County Fire Marshal
b) one member representing the North Central Texas Council of Governments
c.) three members representing advocacy, environmental, or other citizen groups such as: Texas A&M Agricultural Extension Service, Audubon Society, and League of Women Voters
d.) two members representing the private sector

Term - each of the designated individuals shall serve until his/her successor is designated

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Date: November 16, 2001

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Subject: Rationale for Same Day Briefing and Court Order

The attached Briefing and Court Order pertains to the Juvenile Department’s request to release payroll for the four positions funded out of our TJPC Special Needs Program Grant. Initially we expected the Texas Juvenile Probation Commission to release this contract before November 16, 2001. Current indications are that this may be delayed. Same day briefing and court order is being requested to ensure that payroll can be processed for these employees pending receipt of the contract.
Date: November 16, 2001

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Subject: Payroll Release for the TACOMI Grant Pending Execution of Contract

Background of Issue

The Dallas County Commissioners court through Court Order 2001-1713 dated September 11, 2001 approved the Juvenile Department's request to post four juvenile probation officers positions in conjunction with a grant award from the Texas Juvenile Probation Commission (TJPC), under the Texas Commission on Offenders with Mental Impairments (TCOMI) program. Although we have received notification that the Department will receive funding in the amount of $277,000 for this program, a formal contract has not yet been released. The Juvenile Department has hired the four probation officers funded through this grant and they are scheduled to start on November 19, 2001. The purpose of this briefing is to request Commissioners Court approval to release payroll for staff in this grant, pending the return of a fully executed contract. This matter is also included as a formal action agenda item. The Juvenile Board approved the departments request to accept the TCOMI award upon receipt, during its October 22, 2001 meeting.

Fiscal Impact

Dallas County will have to advance payroll funds for these four positions. No additional funding is required from the Juvenile Department Budget or County General funds for this program.

Recommendation

It is recommended that Commissioners Court authorize the Dallas County Auditor and Dallas County Treasurer to release payroll for employees assigned to the aforementioned grant until the contract is fully executed.

Recommended by: Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5 Dallas, Texas 75212 (214) 698-2200
October 1, 2001

Michael Griffiths, Chief Juvenile Probation Officer
2600 Lone Star Dr. Box 5
Dallas, Tx. 75212-6307

Dear Chief Griffiths,

LETTER OF INTENT FOR FUNDING

Proposals were submitted for the Texas Council on Offenders with Mental Impairment (TCOMI) in coordination with the Texas Juvenile Probation Commission (TJPC) special needs diversionary program on August 15th, 2001. The Dallas County Juvenile Probation Department’s proposal was reviewed on August 22nd, 2001. The Dallas County Juvenile Probation Department and the Dallas Metrocare presented a team presentation on September 17th, 2001 for the TCOMI committee.

It is the intention of TJPC to fund the positions of four probation officers for the specialized program. The contract is currently in the process of being developed.

Please feel free to contact Erin M. Espinosa at (512) 424-6728 with any questions or concerns regarding this matter.

Sincerely,

Vicki Spriggs
Executive Director
Texas Juvenile Probation Commission

4900 North Lamar, Austin, Texas 78751
November 20, 2001

To: Commissioners Court

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

Through: Dan Savage, Assistant Administrator for Operations

Subject: Indefinite Quantity Architectural/Engineering Services SOQ 2000-118-418 (Renewal for FY 2001)

BACKGROUND:
The contract for Indefinite Quantity A/E Services was authorized to Vidaud + Associates by Court Order 2000-1479 dated July 25, 2000. They have performed well and in accordance with Article 16, the County has the option to consider them for renewal of the contract for another year.

IMPACT/OPERATIONS:
The Indefinite Quantity contract has provided a more efficient professional implementation of Dallas County Projects.

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

M/WBE INFORMATION:
Vidaud Associates is a minority firm.

FINANCIAL IMPACT:
This contract does not require any funding. All funding will be determined as the individual Work Orders are issued for various projects.

RECOMMENDATION:
It is recommended that the Commissioners Court approve the renewal of the contract to Vidaud + Associates, Inc. and the County Judge be authorized to execute the appropriate contract documents.

Approved: 

Dan Savage, Assistant Administrator for Operations
TO: The Honorable Commissioners Court  
FROM: Linda Boles, Purchasing Analyst  
SUBJECT: Annual Contract for Laundry Chemicals, Equipment & Services, Bid #2000-035-240

**Background/Issue**

On December 19, 2000, the Commissioners Court authorized a twelve month extension to the aforementioned contract as awarded to Zep Manufacturing Co. for the period of December 15, 2000 through December 14, 2001. The contract provides laundry chemicals, equipment and consultant services for the Sheriff's laundry facility @ Cook Chill. In accordance with contract terms and upon mutual agreement, the contract may be extended for an additional twelve month period based on the existing terms, conditions and pricing. As a result of Zep’s compliance with contract specifications, the Sheriff’s Department requests that the County exercise the twelve month extension option contained within Bid #2000-035-240.

Zep Mfg. Co. has agreed to extend the contract for laundry services in accordance with the existing terms, conditions and pricing set forth and awarded. (see attached).

The proposal submitted by Zep Mfg. Co. reflects a savings of 58.6% when compared to the remaining bidder’s proposal. Historically, Dallas County has experienced increases in contracts when a proposal is re-solicited. Therefore, the extension is recommended.

**Financial Impact**

Based on payment records, it is anticipated that Dallas County will incur annual expenditures totaling approximately $33,200.00 based on services provided under this contract.

**Recommendation**

In accordance with the terms and conditions set forth in Bid#2000-035-240, the Purchasing and Sheriff’s Departments recommend that the Annual Contract for Laundry Chemicals, Equipment and & Related Services as awarded to Zep Mfg. Co. be extended for an additional twelve month period based on the terms, conditions and pricing set forth and awarded, effective December 15, 2001 through December 14, 2002 at an estimated annual cost of $33,200.00.

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

Recommended for Approval by:

[Signature]

Phillip J. Vasquez, Purchasing Director

C: Capt. Daberko, Sheriff's Dept. (Cook Chill)
11/7/01

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

Re: Bid Extension for Bid #2000-035-240

Dear Ms. Boles:

Zep Manufacturing agrees to extend Bid #2000-035-240 for twelve months based on the terms, conditions, and pricing set forth and awarded.

Sincerely,

[Signature]
Ken McCarty
Branch Manager
### Section B - Company Information

1. Zep Manufacturing Company 935
   1315 Headboard Industrial Blvd, MN
   Atlanta, Fulton
   GA 30318

2a. Zep Manufacturing Company 310
   525 Centre Park Blvd
   Desoto, Dallas
   TX 75115

2b. MI-5822277507

c. Y

### Section C - Test for Filing Requirements

1-Y 2-Y 3-Y DUNS No.: - -

### Section E - Establishment Information

1-SIC=5163=Chemicals & Allied Products, nec

### Section D - Employment Data

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* Other Questions *

1 - 08/15/2001 THRU 08/31/2001
2 - N
DALLAS COUNTY  
PURCHASING DEPARTMENT

DATE: September 4, 2001
TO: Capt. Daberko, Sheriff Dept.
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Annual Contract for Latmilly Chemicals, Equipment and Service, Bid #2000-035-240

The aforementioned contract, as awarded to Zep Mfg. is due to expire on 12/14/01. As the Contract Manager, please update all estimated quantities and make any revisions to the terms, conditions and/or general requirements.

Please return this form (signed) and all revisions to the contract to the Purchasing Department no later than September 28, 2001.

REPLY: Upon review of Solicitation #2000-035-240 (Check One)

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

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

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

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

Additional Comments:

______________________________________________________________

______________________________________________________________

______________________________________________________________

Signature of Contract Manager:

R. A. Daberko 8/16/01
November 20, 2001

TO: The Honorable Commissioners Court

FROM: Gloria McCulloch-Webb, Purchasing Analyst

SUBJECT: Contract Extension: Annual Contract for Ambulance Services, Bid No. 2000-022-222

BACKGROUND/ISSUE

Dallas County Commissioners Court, at their regularly scheduled session held on January 02, 2001 authorized the twelve (12) month extension of Bid No. 2000-022-222, Annual Contract for Ambulance Services with Court Order No. 2001-040 for the period of December 1, 2000 through November 30, 2001 to Laidlaw Medical Transportation, Inc. d.b.a. American Medical Response.

The contract provides ambulance service to Dallas County’s unincorporated areas and detention facilities. In accordance with the contract terms and upon mutual agreement, the contract may be extended for an additional twelve (12) month period based on existing terms, conditions and pricing set forth in the bid. As a result of Laidlaw Medical Transportation, Inc. d.b.a. American Medical Response compliance with contract specifications, the Fire Marshal’s Office requests that the county exercise the final twelve (12) month extension option contained within Bid No. 2000-022-222. Laidlaw Medical Transportation, Inc. d.b.a. American Medical Response has agreed to extend their contract in accordance with existing terms, conditions and pricing set forth in Bid No. 2000-022-222.

FINANCIAL IMPACT

For the period of December 01, 2000 through November 30, 2001, Dallas County’s total expenditures for the above referenced contract were approximately $16,200.00. In effort to compare pricing, the Purchasing Department contacted four (4) other firms within this type of industry for a price comparison. The results of the survey are as follows:

Laidlaw Medical Transportation, Inc. d.b.a. American Medical Response: Rates - $ 100.00 per run (current supplier)
Ameritech Ambulance: Rates - $ 200.00 - $300.00 per run plus $4.00 - $6.00 per mile
Dallas Ambulance Service: Rates $225.00 - $375.00 per run plus $6.00 per mile
Greater Dallas EMS: Rates - $450.00 - $750.00 per run plus $8.00 - $12.00 per mile
Texas Lifeline Corporation: Rates - $245.00 - $380.00 per run plus $7.00 per mile

RECOMMENDATION

It is the recommendation of the Purchasing Department in conjunction with the Fire Marshal’s Office that the Dallas County Commissioners Court authorize the final twelve (12) month extension of Bid No. 2000-022-222, Annual Contract for Ambulance Services. The extension is based on existing terms, conditions and pricing set forth in the original bid award.

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

Approved By: [Signature]
Phillip J. Vasquez, Purchasing Director

c: Jim Badgett, Fire Marshal
Bob Grant, Assistant Fire Marshal

509 Main St. (Records Bldg.)
6th. Floor, Room 623
Dallas, Texas 75202
(214) 653-7431
TO: J. Allen Clemson  
Dallas County Commissioners Court Administrator

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

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

SUBJECT: Contract for data services between the Thames Abstract & Records Service Inc. DBA Trinity Abstract & Records Service and Dallas County,

DATE: November 13, 2001

Background

A request has been received from the Thames Abstract & Records Service Inc. DBA Trinity Abstract & Records Service to purchase online access into Dallas County teleprocessing dialogs (TPD’s), specified in Attachment “A”.

Financial Impact/Considerations

Cost Recovery

Administrative Fee $75.00

Inquiry Transaction Cost of $0.05 for Each Inquiry

Total First Year Cost $75.00

Project Schedule

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

Recommendation

ACS/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
COURT ORDER

ORDER NO. ________________

DATE ________________

STATE OF TEXAS
COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the ___________ day of __________________, 2001, on motion made by ____________________________________________________________________, and seconded by ____________________________________________________________________, the following order was adopted:

WHEREAS, This issue was briefed before Commissioners Court on November 20, 2001; and

WHEREAS, The Thames Abstract & Records Service Inc. DBA Trinity Abstract & Records Service has requested online access to teleprocessing dialogs (TPD’s), specified in Attachment “A”, and

WHEREAS, The District Attorney’s Office has previously reviewed the data and rendered the opinion that it is public information under the Public Information Act; and

WHEREAS, The District Clerk has previously approved the data content; and

WHEREAS, The Thames Abstract & Records Service Inc. DBA Trinity Abstract & Records Service has paid $75.00 in advance and will pay $0.05 for actual transactions based upon monthly billing from the County Auditor; and

WHEREAS, The services will begin within thirty days of the execution of the contract; and

WHEREAS, This request is recommended by the MIS Director.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes County Judge Lee F. Jackson to execute the contract between the County of Dallas and the Thames Abstract & Records Service Inc. DBA Trinity Abstract & Records Service on behalf of the County of Dallas. The Thames Abstract & Records Service Inc. DBA Trinity Abstract & Records Service has paid $75.00 in advance and will pay $0.05 for actual transactions based upon monthly billing from the County Auditor, for online access to teleprocessing dialogs (TPD’s), specified in Attachment “A”.
DONE IN OPEN COURT this the __________ day of ____________, 2001.

Lee F. Jackson
Dallas County Judge

Jim Jackson
Commissioner, District No.1

Mike Cantrell
Commissioner, District No. 2

John Wiley Price
Commissioner, District No. 3

Kenneth A. Mayfield
Commissioner, District No. 4

Recommended By:   

John Nero, Account Executive, ACS/Information Technology Services

John M. Hennessey, Management Information Systems Director
STATE OF TEXAS

COUNTY OF DALLAS

CONTRACT FOR COMPUTER SERVICES

BETWEEN COUNTY OF DALLAS, TEXAS AND THAMES ABSTRACT & RECORDS SERVICE INC DBA TRINITY ABSTRACT & RECORD SERVICE

Thames Abstract & Records Service Inc DBA Trinity Abstract & Records Service, whose principal office address is 106 Winding Way, Ovilla, Texas 75154 (hereinafter referred to as "Requestor"), and County of Dallas, Texas (hereinafter referred to as "County"), by and through the Dallas County Commissioners Court, and in consideration of the mutual covenants, agreements, and promises herein contained, do agree as follows:

I. SERVICES AND COST

County through its Information Technology Services Department will make available for the use of Requestor Teleprocessing dialogs ("TPD"s), specified in Attachment "A".

Requestor agrees to reimburse County in the sum of:

<table>
<thead>
<tr>
<th>Administrative Fee</th>
<th>$ 75.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inquiry Transaction (each)</td>
<td>.05</td>
</tr>
</tbody>
</table>

Requestor will reimburse County its Administrative Fee in advance before any services shall be provided by County. Subject to any change in costs, all future costs shall be billed by the Dallas County Auditor to Requestor monthly, based upon the actual volume of transactions. Invoices are due and payable ten (10) days after receipt of invoices by Requestor. Under the terms of this Contract, County will not provide to Requestor any complainant information or defendants’ social security numbers.

Requestor understands and agrees that County may convert computer systems, or may address potential problems in existing systems (including, but not limited to, year 2000 compliance) as deemed necessary by County which may require County to reprogram its system in order to produce the above described judicial records. In that event, County shall provide Requestor thirty (30) days written notice of any cost of reprogramming or increase in annual costs. Requestor agrees to pay County such costs, unless it notifies County otherwise in writing within ten (10) days of receipt of notice from County. If Requestor sends County such written rejection of these additional costs, this Contract and all obligations hereunder shall immediately terminate.
II. TERM

The initial term of this Contract shall be one year from the date of execution. This Contract shall be automatically renewed annually thereafter unless either party gives written notice to the other thirty (30) days prior to the annual renewal date that it elects not to renew the Contract.

III. TERMINATION

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

IV. WARRANTY DISCLAIMER: LIMITATION OF LIABILITY; SOLE REMEDY

a. County does not warrant the accuracy of the information provided, and shall not be liable to Requestor or any other person for any damages arising, directly or indirectly, from any inaccurate information.

b. County shall not be liable for any defects in software or data, including "viruses" which may be inadvertently transmitted along with the requested information.

c. If either party breaches this Contract, the sole remedy shall be cancellation of the Contract. County shall provide all information due up to the date of cancellation; Requestor shall pay all fees owed up to the date of cancellation. County shall refund to Requestor all prepaid amounts on a pro rata basis for periods extending beyond the date of cancellation. Neither party shall be liable for any other damages, including costs, expenses or attorneys’ fees, arising from the breach.

d. To the extent permitted by law, Requestor agrees to protect, defend, indemnify and hold County harmless from any and all claims, demands, judgments and expenses resulting from County’s performance under this Contract. If County becomes a participant in legal proceedings due to the incidental or consequential use of information provided to Requestor, Requestor shall hold County harmless and indemnify County from all liability, including, but not limited to, all damages that may be awarded, attorneys’ fees, court costs, and any and all other costs.

e. Requestor understands and agrees that County shall suffer no liability or expense of any kind as a result of this Contract, other than a refund of fees paid in accordance with subsection (c) of this section.
f. Requestor acknowledges and understands that often the information and records that have been purchased are required to be changed, including changes or deletions made pursuant to court-ordered expunctions of criminal records. Future copies of files already requested may be different and not agree with those previously delivered. Future monthly reports will not reference or notify Requestor of records that have been expunged pursuant to court order. Requestor shall take all steps necessary to insure that any requestor and any subsequent user of this information is properly informed of the likelihood of such changes and the existence in the database of records that have been expunged subsequent to the original receipt by Requestor of the information from County.

It is the express intention of the parties hereto that Requestor shall be solely responsible and liable for any damages, liability or any cause of action resulting from the expungement of previously acquired information from County and Requestor agrees to the extent permitted by law to protect, defend, indemnify and hold County harmless from any and all claims, demands, judgments, costs (including attorneys’ fees) and expenses resulting from any sale, distribution or use of content or information furnished by County under this Contract to Requestor including but not limited to any expunged criminal histories, records or other information. All costs and expenses will be paid by Requestor as they accrue.

This Indemnification Provision shall survive the termination of this Contract.

V. AMENDMENTS OR MODIFICATION

This Contract shall not be amended or modified except by written agreement executed by duly authorized representatives of Requestor and County.

VI. VENUE AND GOVERNING LAW

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

VII. FORMAL COURT APPROVAL

This Contract is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.
IN WITNESS WHEREOF by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Contract. This Contract is to be effective upon the signature of both County and Requestor.

EXECUTED THIS ___ day of _____________, 2001.

COUNTY OF DALLAS

BY: LEE F. JACKSON
COUNTY JUDGE

REQUESTOR

BY: Guy Thames President
Thames Abstract DBA Trinity Abstract

APPROVED AS TO FORM:

BY: John B. Dahill
Advisory Chief, Civil Section
## Attachment A

Thames Abstract & Records Services Inc.  
DBA Trinity Abstract & Records Services

<table>
<thead>
<tr>
<th>TPD Name</th>
<th>Description</th>
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<tr>
<td>CICI</td>
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<td>Civil Records</td>
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</tr>
<tr>
<td>VR20</td>
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<td>JI55</td>
<td>Criminal Records</td>
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<td>DR16</td>
<td>UCC Records</td>
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<td>DR18</td>
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<td>Vital Statistics Menu</td>
</tr>
<tr>
<td>PBCS</td>
<td>Probate Records</td>
</tr>
</tbody>
</table>
Date: November 20, 2001

To: Commissioners Court

From: Kristin Branam, Policy Analyst

Subject: Discipline/Disciplinary Action Policy

All Comments Received

BACKGROUND OF ISSUE

Commissioners Court was briefed on changes to the Discipline/Disciplinary Action Policy on July 10, 2001. This revision addresses the issue of who has the authority to suspend, demote or terminate an employee. The policy went out for a 30-day comment period on July 17, 2001. Attachment A is the policy as it went out for comment to departments. Attachments B-1-1 through B-4-2 are the comments received. Because some of the comments recommended substantive changes to the policy, the comments were forwarded to the Human Resources Department for their consideration. Attachment C is a response from the Human Resources Department to each comment, as well as recommended policy changes. The comments and recommended changes are briefly summarized below.

COMMENTS

1. Comments from B-1-1, B-1-2, and B-2-1 requested more specificity in the wording of Section 11.13 which pertains to authority to suspend, demote or terminate an employee.

Response: Section 11.13 has been changed to enhance clarity.

2. Comment B-2-2 recommended changing the word "must" to the word "shall".

Response: This change was instituted.

3. Comment B-3-1 was a procedural question rather than a comment on the language or content of the policy. The question was answered in Comment B-3-2.

4. The remaining 2 comments affirmed the policy as written.
RECOMMENDATION

Staff recommends the adoption of the attached Discipline/Disciplinary Action Policy and its incorporation into Section 86-972 of the Dallas County Code.

Approved by:

J. Allen Clemson, Administrator
ATTACHMENT A-1

DISCIPLINE/DISCIPLINARY ACTION POLICY

GENERAL

11.00 All employees shall be subject to disciplinary penalties for any action that is determined not to be in the interest of, or benefit to, Dallas County.

11.01 Except for dismissals during the probationary period as provided in Section A 2.07, all written reprimands, suspensions, demotions or dismissals shall be subject to provisions of Section A 4.21 - 4.26, Dismissal, and Section A 12.00, Grievance System Procedure.

11.02 Cause for verbal warning, written reprimand, suspension, demotion, or dismissal shall include, but not be limited to the following offenses:

A) incompetence - non-satisfactory performance of assigned tasks;
B) poor attendance - excessive absence and/or tardiness;
C) insubordination - willful failure to perform assigned tasks;
D) dishonesty - stealing County property or funds, misuse of County property or funds, or any falsifying act detrimental to the County or its employees;
E) failure to notify immediate supervisor of absence;
F) conviction of a criminal offense;
G) misuse of leave privileges;
H) disturbance - fighting or otherwise disrupting the harmonious relations between employees;
I) work-related use or possession of alcohol or drugs - being under the influence or possession of intoxicating beverages or controlled substances such as narcotics or drugs of any kind;
J) sexual harassment; or
K) poor job performance.

PROCEDURE FOR DISCIPLINARY ACTION

11.03 Any act on the part of a County employee found to be in violation of these rules shall be subject to disciplinary action, i.e. verbal warning, written notice of employee's warning, reprimand, suspension, demotion or dismissal. The particular discipline in any case will be determined by a number of factors such as the severity of the act and the prior history of the employee.

11.04 Suspensions for nonexempt employees shall be for a set period ranging from one (1) day to two (2) weeks depending on the type of offense.

If an exempt employee is suspended for reasons other than a major safety violation, the suspension cannot be for a period of less than one (1) week, but must be handed out in increments of workweeks, beginning the first day of the employee’s normally scheduled
workweek. Suspensions for a major safety violation may be for any period of time. A major safety violation is any action which poses a reasonable chance of causing injury to persons and/or damage to property.

11.05 An employee may be suspended pending the results of an investigation into suspected/alleged improprieties. With prior approval of Commissioners Court, such suspensions may be with pay.

11.06 During a suspension an employee shall not be eligible to use accrued leave time nor accrue additional leave benefits. Eligibility for, or participation in, any other County benefit plan will be as if the employee is on leave of absence without pay. The person responsible for Time and Attendance entry in the department will enter the leave without pay (LWOP) code to the official time and attendance system for the suspension period.

11.07 Suspended employees reinstated to employment by the Elected Official/Department Head will not be eligible to receive back pay or benefits with the exception of suspensions which have received prior approval in accordance with Section A 11.06.

11.08 Each disciplinary action shall be in writing ("Statement of Discipline") and delivered to the employee at the time disciplinary action is administered, or at the earliest possible time immediately after disciplinary action has been taken.

11.09 A Statement of Discipline should advise the employee of the following:
A) alleged action that caused the need for discipline;
B) the specific policy or rule violated;
C) statement of corrective action required;
D) nature of discipline being enforced;
E) except in the case of dismissal, a Statement of Discipline or action that will be taken if any future violation of the rules occur;
F) statement of employee's rights to appeal disciplinary action and conditions under which he/she may appeal.

11.10 Each Statement of Discipline should be signed by the Elected Official/Department Head/Supervisor.

11.11 The employee to be disciplined must acknowledge receipt of the Statement of Discipline. In the event of suspension, a copy of the Statement of Discipline form should also be sent to the County Auditor for review of employee status.

11.12 A copy of the Statement of Discipline must be forwarded to the Personnel/Civil Service Department for inclusion in the employee's personnel file.

11.13 Supervisors, section heads, and managers etc. do not have the authority to suspend, demote, or terminate an employee. Only Department Heads/Elected Officials have this authority. When these adverse actions are recommended to Department Heads/Elected Officials, written approval must be obtained before taking the action.
11.14 Assistance in determining appropriate disciplinary action may be obtained from the Personnel/Civil Service Department. All proposed disciplinary action of civil service employees must be reviewed with the Personnel/Civil Service Department prior to discussion with the employee.
From: Bill Melton
To: Kristin Branam
Date: Mon, Jul 23, 2001 1:52 PM
Subject: Re: Discipline Policy—Request for comments

The language contained in Section 11.13 is unclear. The Statement reads, "Supervisors and managers do not have the authority to suspend, demote or terminate an employee." However, in the next sentence are the words "......or a specified designee....".

It appears that a Supervisor or manager could well be that designee, thus the language appears to be in conflict.

We recommend removing the first sentence entirely and then rewording so that Supervisors and managers may make recommendation for suspension, demotion, or termination to the......

An elected official needs to have the ability to delegate authority to the Chief Deputy or some other person to act in their stead, if necessary.

From: Donna Roach
To: Kristin Branam
Date: Wed, Aug 1, 2001 9:59 AM
Subject: Re: 11.13

Re: 11.13

I am the Department Head for Jury Services but my title is Jury Services Manager. I do suspend, demote & terminate my employees.

The wording in the proposed policy says managers cannot suspend, etc. There may be other Department Heads who are titled managers.

CC: Diane Lederman, Ron MacKay
Sec. 11.13: There is no direction on how a 'specific designee' comes to be (in writing, assumed?) this is not very clear - and is that limited to one person?

What if the department has 24 hour operations, and the supervisor needs to deal with a situation immediately? I don't think it is in the best interest of the County or its employees to remove this capability from a supervisor in such a situation (or similar, absence of the department head, etc.). Other employees may find it difficult to continue to work, given an 'unaddressed discipline' issue - especially if that employee creates a disruptive environment by their continued presence.

Perhaps the department head would "designate" all of their supervisors and managers?! Would that defeat the point of the section?

A suggestion would be to separate suspensions from demotions and terminations, which in MOST cases may not need to be immediate actions (could be done within 24 hours at the direction of the department head...).

--- Kristin Branam 07/17 4:41 PM ---

--- Craig Pardue <craigdc@flash.net> ---

change "must" to "shall" the word "shall" has been litigated many times and is the preferred word in the texas legislative council style book.

--- Jim Barrett ---

This isn't part of the underlined but any disregard or actions in direct contradiction to departmental policy should be cause for discipline or termination.

--- Kristin Branam 07/17 4:41 PM ---
Melody, Good question...pls e-mail it to Kristen. Thanks
Don

>>> Melody Davis 07/18 3:41 PM >>>
Colonel:
I have read the proposed policy and have only one question:

11.06 During a suspension an employee shall not be eligible to use accrued leave time nor accrue additional leave benefits. Eligibility for, or participation in, any other County benefit plan will be as if the employee is on leave of absence without pay. The person responsible for Time and Attendance entry in the department will enter the leave without pay (LWOP) code to the official time and attendance system for the suspension period.

What effect does kronos have on this rule? Currently, exempt employees enter their own time into kronos and have access to all codes. How will this work?

Exempt and Non exempt really need to be separated in this issue. Obviously, if the person is exempt LWOP for 8 hours with a comment of Disciplinary Action should be entered. Non exempt is a different story. From the beginning we have said LWOP no longer needs to be entered for non exempt employees (no time means no pay). However, in this case I believe it would be appropriate to enter the LWOP with O(zero) hours so the comment of Disciplinary Action can be attached to it. If LWOP comes across in the load to Payroll if we see zero hours we will not have to analyze the entry.

will add this in the Auditor's office comments to the policy

>>> Kristin Branam 07/19 8:01 AM >>>
From: Stoney Greene
To: Kristin Branam
Date: Fri, Jul 20, 2001 9:18 AM
Subject: Re: Discipline Policy--Request for comments

Kristin, Concur with the proposed Disciplinary Policy.

>>> Kristin Branam 07/17 4:41 PM >>>

Commissioners Court approved the attached discipline policy for 30 day comment during Briefing Session on July 10, 2001. Comments from the Court during briefing session led to a revision of the policy.

Only the underlined sections of the policy section (11.13 and 11.14) are subject to comments. If you care to comment on the other sections of the policy, please direct those comments directly to the Personnel office.

Comments received after Friday, August 17 will not be included in the rebrief. Thanks for taking time to review the attached policy!

---

From: Jim Badgett
To: Branam, Kristin
Date: Tue, Jul 31, 2001 2:22 PM
Subject: Fwd: Discipline Policy--Request for comments

July 31, 2001

Kristin,

I am in agreement with the proposed changes to the Discipline Policy.

Jim Badgett
Dallas County Fire Marshal
October 9, 2001

To: Kristin Branan
From: Mattye Mauldin-Taylor
Director of Human Resources /Civil Service

Subject: Response to Comments on Discipline/Disciplinary Action Policy

Following are our responses to the comments received regarding the Discipline/Disciplinary Action Policy.

Comment 1 – County Treasurer’s Department:
The language contained in Section 11.13 (Section 86-972 (k)) is unclear. The Statement reads, “Supervisors and managers do not have the authority to suspend, demote or terminate an employee.” However, in the next sentence are the words “...or a specified designee...”. It appears that a Supervisor or manager could well be that designee, thus the language appears to be in conflict. We recommend removing the first sentence entirely and then rewording so that Supervisors and managers may make recommendation for suspension, demotion, or termination to the... An elected official needs to have the ability to delegate authority to the Chief Deputy or some other person to act in their stead, if necessary.

Human Resources /Civil Service Response:
We have revised the language to read, “Only Elected Officials/Department Heads or their designees have the authority to suspend, demote, or terminate an employee. Supervisors and managers shall review these planned actions with the Elected Official/Department Head or their designees prior to discussion with the employee”.

Comment 2 – Jury Services Department:
I am the Department Head for Jury Services but my title is Jury Services Manager. I do suspend, demote, and terminate my employees. The wording in the proposed policy says managers, cannot suspend, etc. There may be other Department Heads who are titled managers.

Human Resources /Civil Service Response:
“The word, manager, in this instance is used in a generic sense.

Comment 3 - Child Support:
Sec 11.13 (Section 86-972 (k)): There is no direction on how a ‘specific designee’ comes to be (in writing, assumed?) this is not very clear – and is that limited to one person? What if the department has 24-hour operations, and the supervisor needs to deal with a situation immediately? I don’t think it is in the best interest of the County or its employees to remove this capability from a supervisor in
Attachment C-2

such a situation (or similar, absence of the department head, etc.). Other employees may find it
difficult to continue to work, given an 'unaddressed discipline' issue – especially if that employee
creates a disruptive environment by their continued presence. Perhaps the department head
would “designate” all of their supervisors and managers?! Would that defeat the point of the
section? A suggestion would be to separate suspensions from demotions and terminations, which
in MOST cases may not need to be immediate actions (could be done within 24 hours at the
direction of the department head...).

*Human Resources /Civil Service Response:*
We believe the language clearly intends to limit this authority to the Elected Officials/Department
Heads or their designees. How the delegation of this authority takes place within the
Departments is a departmental decision.

**Comment 4 – Governmental Affairs:**
Change “must” to “shall”. The word “shall” has been litigated many times and is the preferred
word in the Texas legislative council style book.

*Human Resources /Civil Service Response:*
The Civil Section of the District Attorney’s Office agreed with this comment. Therefore, the word
“shall” has been substituted for the word “must”.

**Comment 5 – Facilities Management Department:**
This isn’t part of the underlined but any disregard or actions in direct contradiction to
departmental policy should be cause for discipline or termination.

*Human Resources /Civil Service Response:*
The language in Section 11.00 (Section 86-971 (a)) states any action that is determined not to be
in the interest of Dallas County will be subject to disciplinary penalties. Also, the list of offenses
in Section 11.02 (Section 86-971 (c)) of the Policy is not all inclusive. We believe the language
in both of these sections allow for other offenses subject to disciplinary action not specifically
outlined in this Policy. Therefore, no additional changes are recommended at this time.

**Comment 6 – Public Works Department:**
I have read the proposed policy and have only one question:
11.06 (Section 86-972 (d)). During a suspension, an employee shall not be eligible to use accrued
leave time nor accrue additional leave benefits. Eligibility for, or participation in, any other
County benefit plan will be as if the employee is on leave of absence without pay. The person
responsible for Time and Attendance entry in the department will enter the leave without pay
(LWOP) code to the official time and attendance system for the suspension period. What effect
does Kronos have on this rule? Currently, exempt employees enter their own time into Kronos
and have access to all codes. How will this work?

*Human Resources /Civil Service Response:*
We have revised the language to read, “The person responsible for Time and Attendance entry in
the department will enter the appropriate pay code.” We believe time and attendance questions
are best addressed in the Kronos procedures, not the Disciplinary Action Policy.
Attachment C-3

Although no comments were received regarding the language in Section 11.14 (Section 86-972 (l)) that reads: "The Human Resources/Civil Service Department is available to assist employees and the managerial staff in resolving disciplinary issues". We offer the following response.

Human Resources/Civil Service Response:
The policy does not address the concern of the Civil Service Commission in reference to discipline and employees covered under Civil Service. In December 1998, the Civil Service Commission issued a memorandum requesting that prior to disciplinary actions taking place, they should be reviewed with Dallas County Personnel. With employment law being such a litigious area, we recommend that prior to a suspension, demotion, or termination taking place, these actions should be reviewed with the Human Resources/Civil Service Department and/or the Civil Section of the District Attorney's Office. If there is an emergency, then the department may suspend and review with these departments as soon as possible.

We propose the following language for adoption as an option.
11.14 (Section 86-972 (l)) Assistance in determining appropriate disciplinary action may be obtained from the Human Resources/Civil Service Department and/or Civil Section of the District Attorney's Office. All proposed disciplinary action of civil service employees should be reviewed with the Human Resources/Civil Service Department and/or Civil Section of the District Attorney's Office prior to taking the action. If there is an emergency, the Elected Official/Department Head or their designee may suspend the employee and review with the Human Resources/Civil Service Department and/or Civil Section of the District Attorney's Office as soon as possible.

All suggested language changes are summarized in Attachment A.
Comment 1 -
86-972 (k) Only Elected Officials/Department Heads or their designees have the authority to suspend, demote, or terminate an employee. Supervisors and managers shall review these planned actions with the Elected Official/Department Head or their designees prior to discussion with the employee.

Comment 6 –
86-972 (d) During a suspension, an employee shall not be eligible to use accrued leave time nor accrue additional leave benefits. Eligibility for, or participation in, any other County benefit plan will be as if the employee is on leave of absence without pay. The person responsible for Time and Attendance entry in the department will enter the appropriate leave without pay (LWOP) code to the official time and attendance system for the suspension period.
November 7, 2001

TO: Commissioners Court

FROM: Greg Allbright  
Budget and Policy Analyst

THROUGH: Ryan Brown  
Budget Officer

SUBJECT: Revised D.D.A. Guidelines

BACKGROUND

Following a review of current D.D.A Guidelines, last revised in October 2000, the Office of Budget and Evaluation recommends the guideline modifications listed below. Relevant sections of the current/proposed D.D.A. guidelines are attached for comparison purposes.

MANAGEMENT INITIATIVE EARNINGS

- Create a new “f” and change the current “f” to a new “g” and so forth down to Procedure to Request Transfer.

f. D.D.A. increases which result from multi-year savings by a judge not giving a pay increase to a court reporter or other judicial employee on a fixed salary schedule will be limited to an amount equal to one full year of such savings pursuant to the maximum rule amount identified in (h) below. Savings will be “shared” between the department and the Dallas County taxpayer by allocating half of the savings to the department’s D.D.A., and the other half to the County’s ending balance. Savings beyond one year will accrue only to the benefit of the County taxpayer and County ending balance.

The purpose of this additional guideline is to clarify the existing policy (e) with respect to D.D.A. increases resulting from multi-year savings. Recently, questions have arisen with respect to whether or not judicial employees on a fixed salary schedule, and/or a salary set by the judge of their court, should be considered regular County employees, therefore falling under the auspices of guideline (e).
• Revise the following section to include the italicized portions:

1. **After-the-fact** - a department that exceeds a lag target of 5% of salary (plus fringes) for an entire fiscal year will receive D.D.A. credit (of half the excess lag) early in the subsequent fiscal year. Any “immediate credit” earned pursuant to paragraph i) above will be used to adjust the savings calculation, to prevent double-counting. *A department may receive this “after-the-fact” credit provided they can demonstrate that management action resulted in savings through salary lag, the logic is reviewed by OBE, and is approved by the Court.*

The existing policy allows departments to receive D.D.A. credit as a result of departmental salary lag exceeding 5% of salary and fringes for an entire fiscal year, without an approved DDA initiative prior to the beginning of the fiscal year. The Office of Budget and Evaluation requests the modification of this guideline as it, in its current form, does not specifically require the creation of specific management initiatives intended to reduce costs. To date, no department has received after-the-fact D.D.A. credit due to the fact that the Office of Budget and Evaluation has required departments to show specific management initiatives that increased salary lag rather than passive salary lag.

**RECOMMENDATION**

The Office of Budget and Evaluation recommends that Commissioners Court approve a 30-day comment period concerning the above-mentioned changes to the Dallas County D.D.A. guidelines.
GUIDELINES AND PROCEDURES RELATED TO THE DEPARTMENTAL DISCRETIONARY ACCOUNT

Prepared by
Dallas County
Office of Budget and Evaluation
GUIDELINES AND PROCEDURES
RELATED TO THE
DEPARTMENTAL DISCRETIONARY ACCOUNT

PART I. INTRODUCTION

Beginning in FY97, the Dallas County Commissioners Court established an account within each department's traditional line-item budget which is intended to encourage entrepreneurial management by allowing senior managers more flexibility to make spending decisions and creating stronger incentives to save taxpayer dollars. The account - which is expense code 02230 - "D.D.A. - Available Balance" allows the accumulation of available funds from year-to-year and provide for the spending of these funds with a minimum of oversight and delay.

The purpose of this document is to provide general guidelines for the use of the D.D.A. and to specify certain procedures for accumulating and accessing funds. The following sections discuss: a) accumulation of funds by managerial action, b) acceptable uses for the funds available in a D.D.A., and c) year-end treatment and reporting requirements.

PART II. ACCUMULATION OF D.D.A. FUNDS

The D.D.A. will receive funds from two sources: a) "seed money" appropriations contained in each annual budget, based on departmental size, and b) periodic transfers from savings in other line-items.

Seed Money - Table I provides a listing of the departments and offices that will receive a seed money allocation in the annual budget. As shown, the amount of the appropriation is generally related to the size of the department or office.

Management Initiative Earnings - Departments may from time-to-time request a transfer from their other line-items to their D.D.A. The following guidelines apply:

a) Additions to the D.D.A. are limited to savings which can be demonstrably related to management action rather than environmental (i.e., uncontrollable) factors. It is understood that such management action to achieve savings will not result in diminished output or performance of the department.
b) The department must make a case that management action has resulted in a commitment to reduce expenditures or increase revenues. The logic will be reviewed by the Office of Budget and Evaluation and presented to the Court with a recommendation and an analysis of the likely savings or revenue enhancement. Revenue increases based on management action will be confirmed by the Auditor.

c) Requests to add to D.D.A. by the reduction of other line items (other than personnel line items) will be accompanied by a commitment from the Department Head/Elected Official to maintain the reduced expenditure level for the current and the next subsequent fiscal year.

d) Savings and increased revenues will be "shared" between the department and the Dallas County taxpayer by allocating half of the savings or increased revenue to the department's D.D.A., and the other half to the County's ending balance (whose size is an important factor in determining subsequent tax rates). An exception to this "sharing" rule will be unused funds in a department's merit allocation, all of which will be transferred to the D.D.A.

e) D.D.A. increases which result from multi-year savings and/or ongoing revenue increases will be limited to an amount equal to one full year of such savings or revenue increases pursuant to the maximum 10 times rule in (g) below.

f) D.D.A. increases which result from multi-year savings by a judge not giving a pay increase to a court reporter or other judicial employee on a fixed salary schedule will be limited to an amount equal to one full year of such savings pursuant to the maximum rule amount identified in (h) below. Savings will be "shared" between the department and the Dallas County taxpayer by allocating half of the savings to the department's D.D.A., and the other half to the County's ending balance. Savings beyond one year will accrue only to the benefit of the County taxpayer and county ending balance.

f g) The management of "lag" or vacancy savings can result in transfers to the D.D.A. in two ways:

i) Immediate credit - a Department Head/Elected Official who agrees in advance in writing to the Office of Budget and Evaluation to hold a position vacant for at least six consecutive months and receives Commissioners Court approval will receive immediate credit for the commitment. The credit will total half the savings to the County (salary plus fringes) for the period of the vacancy commitment. For
purposes of the savings calculation, the mid-point of the hiring range will be used. It is understood that any credit to the D.D.A. under this provision will be reduced by any compensating costs (to be validated by a Office of Budget and Evaluation analysis) incurred through the use of existing or extra help staff.

ii) After-the-fact - a department that exceeds a lag target of 5% of salary (plus fringes) for an entire fiscal year will receive D.D.A. credit (of half the excess lag) early in the subsequent fiscal year. Any “immediate credit” earned pursuant to paragraph i) above will be used to adjust the savings calculation, to prevent double counting. A department may receive this “After-the-fact” credit provided they can demonstrate that management action resulted in savings through salary lag, the logic is reviewed by OBE, and is approved by the Court prior to the beginning of the fiscal year involved.

There is no ceiling on the balance that can be accumulated in the D.D.A. although each transfer to the D.D.A. will be subject to a maximum of ten (10) times the initial value of the seed contribution (from Table I), which would range from $5,000 to $100,000 depending on department size, per type of management initiative. Example: Holding a vacant position open is a type of management initiative; saving County funds by halting an activity that is no longer needed is a different management initiative; saving County funds by improving service delivery is a different management initiative. Each different type of management initiative is subject to a separate ten times maximum transfer allowance.

Entrepreneurial action that requires up-front funding (e.g., use of reserves) will be evaluated in such a way that D.D.A. credit will not be awarded until the promised savings are actually achieved or assured.

D.D.A. awards may be shared among more than one department and such multi-department initiative is strongly encouraged. The sharing will generally be proportional to each department’s contribution to the savings.

Procedure to Request Transfer - The form entitled “Departmental Discretionary Account - Request for Increase” is the form to be used in requesting and justifying the transfer of funds to a D.D.A. The completed form and any supplementary material should be directed to the Office of Budget and Evaluation for briefing to the Commissioners Court.

Unspent Merit Pool Funds - At the conclusion of a department’s distribution of Merit Pool
November 7, 2001

TO: Commissioners Court

FROM: Ryan Brown
Budget Officer

SUBJECT: Web/Project Manager for the Data Services Department

BACKGROUND
During the FY2002 budget process, the Data Services Department requested a Web/Project Manager position. This position was rated a category C – No Critical Need Identified rating from the Office of Budget and Evaluation. During the departments budget hearing, there was a discussion of the need for the Web/Project Manager position. However, the position did not make the FY2002 Short List. Recently, the Commissioners Court requested that the Office of Budget and Evaluation bring the request for a Web/Project Manager for the Data Services Department back before Commissioners Court for additional consideration.

OPERATIONAL IMPACT
The position of Web/Project Manager would be responsible for coordinating all departmental web activity with the web portal vendor to insure maximum utilization and successful operation of the County's web site. In addition, the Web/Project Manager would monitor the activities of the county web site and provide assistance to departments in getting a web presence and ensure that departments that currently have a web presence are fully utilizing internet opportunities (see attached draft job description).

Dallas County's commitment to e-government was enhanced in FY2001 with a contractual arrangement with Texas Local Interactive to provide an internet portal for various county services. In particular, during FY2001 citizens were able to pay taxes and register motor vehicles online. It is anticipated that in FY2002, Dallas County's e-government will be expanded to include the ability to search the County’s databases and pay fines and fees. The Data Services Department is currently staffed with a MIS Director and a Project Manager. In addition to the e-government expansion Dallas County is in the process of re-bidding the out-sourced information technology function and implementing various projects including 1) desk top faxing, 2) civil court system, 3) jury services system, 4) criminal/warrants/bonds system planning and 5) imaging projects. In order to adequately move forward with all of the various technology projects the Office of Budget and Evaluation recommends the addition of a Web/Project Manager position.

411 Elm Street - 3rd Floor, Dallas Texas 75202-3340
(214) 653-6384 • Fax (214) 653-6517 • rwbrown@dallascounty.org
FINANCIAL IMPACT
The MIS Director and Project Manager are currently funded in the General Fund with the General Fund receiving reimbursement from the Major Technology Fund. The addition of a Web/Project Manager is anticipated to cost $75,000 including benefits and equipment, in FY2002. It is recommended that this position be budgeted in the General Fund with the General Fund receiving reimbursement from the Major Technology Fund.

RECOMMENDATION
The Office of Budget and Evaluation recommends the addition of a Web/Project Manager for the Data Services Department to be budgeted in the General Fund with the General Fund receiving reimbursement from the Major Technology Fund.
DALLAS COUNTY JOB DESCRIPTION

Job Title: Web Manager
Reports To: MIS Director
Department: Commissioner Court Admin.
Division:

Summary of Functions: Manages Dallas County internet site development by planning, scheduling and coordinating vendor and county resources. Meets with County departments to formulate content for each department page. Facilitates meetings between department and vendor. Works with Auditor and Treasurer to integrate payment systems and audit procedures. Insures that the county receives full value of services from vendor. Investigates problems and develops solutions.

Management: Responsible for oversight of the revenue from the Internet site projected at an average of $3.6 million per year. Direct responsibility for management of vendor resources of $850,000.

Duties and responsibilities:

1. Develops, implements and maintains a Dallas County Internet project plan. Manages vendor deliverables. Utilizes knowledge of the county to create and develop departmental content areas. Updates/maintains content as needed for all county departments. Designs website structure and navigation. Updates content on Website using Dreamweaver, Photoshop and Illustrator software. 50% E

2. Investigates any problems associated with hardware, software, Internet vendor performance, and user satisfaction. Recommends appropriate solutions. Facilitates meetings with departmental representatives and website designers. 20% E

3. Develops effective business relationships with department heads and web vendor. Resolves technology and design issues between County departments and vendor. Coordinates marketing efforts with vendor. 10% E

4. Identify and analyze proposed projects and report on potential revenue and service opportunities. Define, report and analyze monthly website and vendor performance statistics. Deliver presentations to Commissioners Court as needed. 5% E
5. Provides status reports to the MIS Director and/or administration on a regular basis inclusive of observations on utilization, adherence to project schedules, and other related matters as determined by good industry practice or upon request by the administration. Prepares special reports or analyses as requested.

6. Stays abreast of new development in the industry. Maintains liaison with other counties and professional associations.

7. Performs other duties as assigned.

Minimum Qualifications:
Education, Experience and Training:
College graduate, advance degree preferred. Able to work independently with minimal supervision in an unstructured environment. Minimum 2 years experience with county departments and functions. Minimum 2 years experience working with external consultants, contractors and vendors. Minimum 2 years experience using interviewing skills. Minimum 2 years experience using analytical skills.

Special Requirements:
Must reside in Dallas County. Ability to use MacroMedia Dreamweaver, Adobe Illustrator, Adobe Acrobat, Adobe Photoshop and other software packages as necessary. Familiarity with the Internet, World Wide Web (WWW) and UNIX required. Exposure to HTML, PDF and JavaScript required. Experience using File Transfer Protocol (FTP) processes required. Knowledgeable about web content guidelines (ADA). Excellent written and verbal communication skills to interact effectively with technical and non-technical personnel. Ability to manage county-wide projects and multi-level committee structures. Effective business communications.

Physical/Environmental Requirements:
Normal office environment.

Supervisor's Signature ___________________________ Date _____________

Approved by Commissioners Court and/or Civil Service Commission: ________________ (Date)
November 14, 2001

To: Members of Commissioners Court

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

Subject: Contract for Out-Of-Area PPO Benefit Plan Provider Network

Background
Court Order 2001-329 authorized Arthur Anderson LLP to develop and distribute a Request for Information (RFI) aimed at determining how vendor costs associated with the Public Employee Benefit Cooperative (PEBC) programs compared to the marketplace and what cost saving improvements in the programs could be made. One of the improvements identified was utilization of an out-of-area PPO network.

The Request for Information was sent to six companies and two responding vendors offering a national network of medical providers were evaluated for their network, customer service connectivity, management and cost. Scoring of each vendor using established criteria from the PEBC is shown in Attachment 1. Beech Street Corporation, the largest PPO network in the country, was highest in competitive scoring and is recommended by the Board of Governance of the PEBC to furnish an out-of-area PPO network for the Benefit Program. An example of the cost savings anticipated in this addition to the program is shown in Attachment 2.

Impact on Operations
Employees who have emergencies and/or needs from out of area providers or facilities, will realize cost savings through the negotiated rates. This addition expands our benefits program and provides greater flexibility for our employees.

Financial Impact
Potential savings realized by utilizing a network offering negotiated, discounted rates for services, can be realized over current out of network expenses, while offering significant savings to employees who use this service. An illustration of savings had this program been in place is 2001 is included as Attachment 2. Savings of up to 14% to Dallas County are anticipated through use of this program in Plan Year 2002.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve contract negotiations with Beech Street Corporation for out-of-area PPO network services in support of the County’s Benefit Program.

Recommended by: Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources/Civil Service

Attachments
501 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638
<table>
<thead>
<tr>
<th>Criteria For Proposal Evaluation</th>
<th>Criteria Weight</th>
<th>Beech Street Corporation</th>
<th>USA-MCO</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Network composition, discount levels and stability</td>
<td>25</td>
<td>23.1</td>
<td>20.6</td>
</tr>
<tr>
<td>B. Ability to interface seamlessly with current TPA</td>
<td>20</td>
<td>18.1</td>
<td>11.1</td>
</tr>
<tr>
<td>C. Customer service (to both the PEBC and Participants)</td>
<td>20</td>
<td>17.3</td>
<td>16.9</td>
</tr>
<tr>
<td>D. Account management and senior-level support</td>
<td>10</td>
<td>8.5</td>
<td>8.4</td>
</tr>
<tr>
<td>E. Cost</td>
<td>25</td>
<td>19.6</td>
<td>15.7</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>86.7</strong></td>
<td><strong>72.6</strong></td>
</tr>
</tbody>
</table>

Attachment 1
# Illustration of Savings

## 80% In-Network vs. 70% Out-of-Network Coverage

<table>
<thead>
<tr>
<th>Current PPO Plan Coverage</th>
<th>Beech Street 2001 Average Discounts</th>
<th>Employer Share – 80% Coverage + 25% of Savings</th>
<th>Employee Share – 20% (no balance billing)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assume Billed=R &amp; C</strong></td>
<td><strong>Billed Charges</strong></td>
<td><strong>ER Share 70%</strong></td>
<td><strong>EE Share 30%</strong></td>
</tr>
<tr>
<td><strong>Hospital Charges</strong></td>
<td>$195,000</td>
<td>$136,500</td>
<td>$58,500</td>
</tr>
<tr>
<td><strong>Physician Charges</strong></td>
<td>$205,000</td>
<td>$143,500</td>
<td>$61,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$400,000</td>
<td>$280,000</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

**Beech Street savings:**
- **Employer** $39,739
- **Employee** $75,197

**Beech Street set-up fee of $2500 applies (licensing fees for web repricing-client specific)**

**USA-MCO average savings (33.68% hospital and 34.27% physician) estimated at:**
- **Employer** $34,761
- **Employee** $77,749

**Assumptions:**
- All billed charges are allowed and reasonable & customary
- All services at in-network level
- All hospital charges are inpatient

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**Attachment 2**
November 14, 2001

To: Members of the Commissioners Court

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

Subject: Return to Work after Military Service Policy

Background
On Tuesday, November 13, 2001, Commissioners Court approved Part I of the Military Service Policy modifying guidelines for employees who were leaving county employment to fulfill their military duties in the Armed Services. Part II of the policy establishes the guidelines for military personnel who will return to county employment after completion of service.

Impact on Operations
These policies and procedures will establish guidelines for county employees who are returning from military service and will also ensure compliance with all applicable federal and state statutes.

Financial Impact
Adopting these policies and procedures will have limited financial impact to the County. However, if the vacant positions are filled as regular, full-time in the absence of the military employees, new positions may have to be created upon their return to county employment.

Legal Review
This policy was reviewed with Assistant District Attorney Pam Meyers, of the Civil Section.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the Military Service Return to Work Policy and distribute for 30 day review, if necessary.

Recommended by:

[Signature]
Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources/Civil Service

Attachment – Military Service Re-employment Policy
82-423. Military Service Re-employment

(A) An employee returning from military service must meet the following criteria to be eligible for reinstatement:

1. The employee or appropriate military officer must have provided the notification of military service as outlined in the Military Leave policy.
2. At the time of military discharge, the employee generally has no more than 5 years of total absences from the County for all military service.
3. The employee was honorably discharged from military service.
4. The employee complies with the requests for documentation to establish any of the above criteria. However, re-employment may not be denied if documentation is not readily available. If later documentation is received that shows re-employment requirements were not met, the department may terminate, although the termination may not be retroactive.
5. The employee returns to employment or applies for re-employment within the time frames specified below or circumstances beyond the employee's control made it impossible to report back to work within the time frames specified herein.

(B) The length of an employee's military service determines the time period for seeking re-employment following military discharge. If military service was for:

1. Less than 31 days, the employee must return to work on the first regularly scheduled workday that begins within 8 hours after returning home, unless other arrangements are approved by the Elected Official/Department Head.
2. More than 31 days, but less than 180 days, the employee must submit an application for re-employment no later than 14 days after discharge. An application for re-employment may be a written or verbal notice to the Elected Official/Department Head or their designee.
3. 181 days or more, the employee must submit an application for re-employment within 90 days after military discharge.

(C) An employee who is hospitalized or convalescing from a service-related injury or illness may report back to work or apply (depending on their length of service) at the end of the period of hospitalization or convalescing, not to exceed two years.

Position upon Re-employment

(A) Generally, if the period of military service was for:

1. less than 91 days, the employee must be placed in the position that he/she would have held if continuous employment had not been interrupted by military service, provided he/she is qualified for that position. If the employee is not qualified to perform the duties of the position after reasonable efforts by the department to qualify the employee, the employee must be reinstated into the position he/she held when military leave began.
Military Service Re-employment Policy

(2) more than 91 days, the employee must be placed in the position that he/she would have held if continuous employment had not been interrupted by military service, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform. If the employee is not qualified to perform the duties of the position, reasonable efforts will be made by the department to qualify the employee. If the employee is still not able to qualify for the position, he/she must be reinstated into the position held at the time military leave began, or to an alternative position in the department that he/she is qualified to perform with similar seniority, status and pay.

(B) When an employee incurs or aggravates a disability during the period of military service, reasonable efforts will be made by the department to accommodate the disability. However, if the disability renders the employee unable to return to the position they would have held if their continuous employment had not been interrupted by military service, they will be placed in any other position in the department equivalent in seniority, status and pay. The employee must be qualified to perform or become qualified to perform with reasonable efforts by the department, or the nearest approximation to such a position in terms of seniority, status, and pay consistent with circumstances of the employee's case.

(C) The department is not required to reinstate an employee if circumstances have changed and re-employment would be impossible, unreasonable or presents an undue hardship. Please contact the Human Resources/Civil Service Department for review if the option to not re-employ is being considered.

Benefits after Re-employment

(A) An employee who is re-employed following military leave is entitled to the seniority and other rights and benefits determined by seniority that he/she would have had if employment had not been interrupted by military service. Thus, in determining the employee's wage, leave accrual or retirement credits, the department should contact the Auditor's and Treasurer's Offices for specific information.

(B) Health insurance benefits discontinued during military leave for an employee and his/her eligible dependents must be reinstated as if employment had not been interrupted. There will be no lapse in coverage, no waiting periods, nor exclusions for preexisting conditions, other than waiting periods or exclusions that would have applied if there had been no absence for military service.

(C) An employee who returns to work after a military leave that is more than 30 days but less than 180 days, may not be discharged without cause for six months following re-employment. If the military leave was for more than 180 days, the protection against discharge other than for cause, is increased to one year.
MISCELLANEOUS

1) **COUNTY AUDITOR** - requests approval to accept Accountemps offer of a temporary Financial Consultant to assist the Auditor's office in completing defined audit issues at no charge to Dallas County. The number of days service at no cost would be limited to those days where no paid assignment had been contracted for the consultant.

2) **PLANNING AND DEVELOPMENT DEPARTMENT** - requests authorization:
   
a) to revise the job generation requirements for the Atmel Tax Abatement in Irving as follows:

<table>
<thead>
<tr>
<th>COMPLIANCE DATE</th>
<th>CURRENT # JOBS</th>
<th>PROPOSED # JOBS</th>
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<tbody>
<tr>
<td>January 1, 2002</td>
<td>500</td>
<td>250</td>
</tr>
<tr>
<td>January 1, 2003</td>
<td>750</td>
<td>600</td>
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<td>900</td>
</tr>
<tr>
<td>January 1, 2010</td>
<td>1000</td>
<td>900</td>
</tr>
</tbody>
</table>

   These revisions which are consistent with policy have been requested by Atmel because of the significant change in the market for semi-conductors.

b) for a two-week extension for the housing rehabilitation project located in Cedar Hill, Texas at 218 North Roberts Road, (Bid# 2001-170-941) due to an unforeseen problem with a gas line (non-code compliant) located on the back patio of the house. Revised completion date will now be November 24, 2001.

3) **NORTH & EAST TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION** - requests payment of Annual Membership Dues in the amount of $100 for FY 2001-2002. Funding is available in the Commissioners Court Administration, Dues & Subscriptions (00120.1020.02080.2002). Note: This membership fee is due no later than December 15, 2001.
4) **CONFERENCE OF URBAN COUNTIES** - requests payment of Annual Membership Dues in the amount of $44,159 for FY 2002. Funding is available in the Countywide, Dues & Subscriptions (00120.9910.02080.2002).

5) **FACILITIES MANAGEMENT DEPARTMENT** - requests authorization:
   
a) to finish out the space on the first floor of the Criminal Courts Building (vacated by Personnel Department). Estimated cost to complete is $11,275 available from Fund 00126 (Permanent Improvements), 08130 (Building Improvements and Land, FY Budge 2002, 70038 (Project-Misc., Building Alterations).

   b) for the Crystal Charity Ball to lease the Health & Human Services Department’s North and South parking lots on Saturday, December 1, 2001 from 6:00 p.m. to 2:00 a.m. for a $1.00 fee per car. The Crystal Charity Ball will be responsible for providing all the necessary releases, insurance and indemnification as well as for cordon off the designated area and providing its own security and applicable traffic control. Recommended by the Facilities Management Department.

   c) to obtain an additional parking card for use by the newly created Juvenile prosecutor to have access to the George L. Allen, Sr., Underground Parking Garage. There is no financial impact on Dallas County. The cost of the card will be paid for by the District Attorney’s Office.

6) **SIXTH FLOOR MUSEUM** - requests authorization to use the Foyer of the Administration Building and Commissioners Court for a Museum event to be held on Tuesday, November 20, 2001 from 5:00 p.m. to 9:30 p.m. Dallas County Security will provide one Security Officer for the event.

7) **CONSTABLE, PRECINCT NO. 5** - requests approval of the Federal Equitable Sharing Agreement, which will enable the department to share in assets seized and forfeited from cases in which we have either filed Federal charges or worked in conjunction with Federal Law Enforcement Agencies. *(Please refer to Information Item No. 6)*.

8) **CONSTABLE, PRECINCT NO. 2** - requests authorization to file confiscated funds budgeted for 2002 (as required by state law) in the amount of $2,190. *(Please refer to Information Item No. 7)*.

9) **COUNTY CLERK** requests authorization to allow County Clerk employees to perform overtime duties at a cost to the County of approximately $2,500. Recommended by the Office of Budget and Evaluation.
10) **COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT** - requests approval of payment of $33,699 to cover FY2001 expenditures for the operation of the Pre-trial and Post-trial release programs. It is recommended that the funds be transferred from the General Fund Unallocated Reserves to the FY2002 General Fund Department 3321, expense code 07930 (Pre-Post Trial Release Program, Transfer to Other Funds) and that the next FY2002 contract payment to CSCD be increased by $33,699. Recommended by the Office of Budget and Evaluation.

**TRAVEL REQUESTS**

11) **HEALTH AND HUMAN SERVICES DEPARTMENT** - requests Delbert Thomas, and Walt Weiss to attend a Unit Cost Technical Assistance Center “TAC’s Activities Meeting” held in Austin, Texas on December 18-19, 2001 - $1,000.00 from Fund 466, T2-UCCE Dept., Workshop Acct., FY Budget 2001, (00466.65609.04210.2001).

12) **SHERIFF DEPARTMENT** - requests Deputy James Floyd and Deputy James Temple to tour Sergeant Major Academy at Ft. Bliss (El Paso), Texas on November 29-30, 2001 at no cost to Dallas County.

**MISCELLANEOUS EQUIPMENT**

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
<th>PROPOSED ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Auditor</td>
<td>1070</td>
<td>2 - Legal file cabinet</td>
<td>N/A (Surplus Equipment)</td>
<td>N/A</td>
<td>The County Auditor requests the transfer of the above listed equipment from surplus to the Auditor’s office for on-going operations. Recommended by the Office of Budget and Evaluation and Records Management.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 - Managers Chairs</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
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</table>

The County Auditor requests the transfer of the above listed equipment from surplus to the Auditor’s office for on-going operations. Recommended by the Office of Budget and Evaluation and Records Management.
<table>
<thead>
<tr>
<th>DEPARTMENTS:</th>
<th>4440</th>
<th>283\textsuperscript{rd} Criminal District Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td></td>
<td>1 - Bench Chair</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$394.15</td>
<td>Reserves and Contingency, Furniture and Equipment</td>
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<tr>
<td>FUNDING SOURCE:</td>
<td>00120.4440.02090.2002 (General Fund, 283\textsuperscript{rd} Criminal District Court, Property less than $5,000, FY2002)</td>
<td></td>
</tr>
<tr>
<td>EXPENDITURE SOURCES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td></td>
<td>Judge Vic Cunningham, 283\textsuperscript{rd} Criminal District Court, requests authorization to replace the bench chair in the 283\textsuperscript{rd} court room. Recommended by the Office of Budget and Evaluation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENTS:</th>
<th>4620</th>
<th>County Criminal Court #8</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td></td>
<td>2 - Side arm chairs</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$300</td>
<td>Reserves and Contingency, Furniture and Equipment</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>00120.4608.02090.2002 (General Fund, County Criminal Court #8, Property less than $5,000, FY2002)</td>
<td></td>
</tr>
<tr>
<td>EXPENDITURE SOURCES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td></td>
<td>Judge Jane Roden, County Criminal Court #8, requests authorization to replace old and worn office seating with two new side arm chairs. Recommended by the Office of Budget and Evaluation.</td>
</tr>
</tbody>
</table>