**DALLAS COUNTY COMMISSIONERS COURT**  
**BRIEFING AGENDA**  
**OCTOBER 16, 2001**

**REPORTS/RECOMMENDATIONS/REQUESTS**

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Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

DATE: October 16, 2001

SUBJECT: SUBCONTRACT WITH COMMUNITY COUNCIL OF GREATER DALLAS FOR IMMUNIZATION OUTREACH

BACKGROUND

On August 7, 2001, the Commissioners Court approved the Texas Department of Health (TDH) Contract #7560009056 2002 Attachment #16 (Immunization Division) which authorized Dallas County Health and Human Services (DCHHS) to subcontract with the Community Council of Greater Dallas to assist in the immunization outreach effort for children under the age of two years.

The Community Council of Greater Dallas will provide expanded support to the activities of the Dallas Area Infant Immunization Coalition program. The major emphasis of the support will focus on education, community outreach and information dissemination. Through meetings and printings, staff will concentrate on encouraging the immunization of all children under the age of two years in Dallas County. Specific initiatives will be implemented by the Community Council of Greater Dallas, and the agency will assist in the development of a comprehensive immunization registry for Dallas County which includes both public and private providers.

IMPACT ON OPERATIONS

This subcontract with the Community Council of Greater Dallas will have no additional impact to Dallas County.
PROJECT SCHEDULE

This subcontract is effective November 1, 2001 and will expire on September 30, 2002.

LEGAL CONSIDERATIONS

The County Judge is required to sign the subcontract after approval by the Commissioners Court. The District Attorney’s Office, Civil Section has reviewed and modified the subcontract contents, and the subcontract has been approved as to form.

FINANCIAL CONSIDERATIONS

Attachment #16 of the Texas Department of Health Contract for the Immunization Division provides for contractual funds to fund $20,000 for support of the Dallas Area Infant Immunization Coalition. There is no financial impact to Dallas County for this subcontract.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the subcontract with the Community Council of Greater Dallas, and authorizes the County Judge to sign the subcontract on behalf of Dallas County.

Recommended by: Betty Culbreath-Lister, Director

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

COUNTY OF DALLAS

DALLAS AREA INFANT IMMUNIZATION PROGRAM AGREEMENT
BETWEEN DALLAS COUNTY ON BEHALF OF THE DALLAS COUNTY HEALTH
AND HUMAN SERVICES DEPARTMENT AND THE COMMUNITY COUNCIL OF
GREATER DALLAS

I.

PARTIES

This Agreement is entered into by and between the Dallas County Health and Human
Services Department (hereinafter “COUNTY”) and the Community Council of Greater Dallas
(hereinafter “COUNCIL”) for services related to the Dallas Area Infant Immunization Program
(hereinafter “Program”).

II.

STATEMENT OF SERVICES TO BE PERFORMED

During the term of this contract, the COUNCIL will provide expanded support to the
activities of the PROGRAM. This expanded support will be accomplished in the following ways:

A. Disseminating educational literature to the community regarding the benefits of
   childhood immunization;

B. Organizing, promoting and staffing meetings in the community encouraging the
   immunization of all children under the age of two years;

C. Insuring that the immunization sites are easily accessible in the community;

D. Identifying areas in the community that need assistance in immunizing their
   children;

E. Tracking immunization records by age and ethnicity of children in the
   community; and

F. Preparing an annual report reflecting the trends in immunization in the
   community.
III.

**BASIS FOR CALCULATING REIMBURSABLE COSTS**

The COUNCIL will present a bill for payment each month based on actual expenses incurred. The total budget for this Agreement is listed below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>$15,000</td>
</tr>
<tr>
<td>Meeting Expense</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Postage</td>
<td>$ 200</td>
</tr>
<tr>
<td>Copies/Printing</td>
<td>$ 300</td>
</tr>
<tr>
<td>Bookkeeping</td>
<td>$ 500</td>
</tr>
<tr>
<td>Mileage/Parking/Travel</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Consultation Services</td>
<td>$ 2,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$20,000</strong></td>
</tr>
</tbody>
</table>

COUNTY shall pay COUNCIL in accordance with the Prompt Payment Act upon receipt of a proper bill for services performed.

IV.

**NOT TO EXCEED AMOUNT**

The total amount of this Agreement shall not exceed **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000)**.

V.

**TERM OF AGREEMENT**

The Agreement is effective November 1, 2001, through September 30, 2002.

VI.

**INDEMNITY**

COUNCIL agrees to be responsible for the acts and omissions of COUNCIL, its officers, employees and agents in the performance of this Agreement. To that end, COUNCIL agrees to protect, defend, indemnify and hold harmless COUNTY, its officers and employees from and against any and all claims, demands, judgments, costs and liabilities for injuries to persons or damage to property arising from or connected with the performance of this Agreement by COUNCIL, its officers, employees and agents.
VII.

INSURANCE

At all times during the term of this Agreement, COUNCIL shall purchase and maintain in full force and effect comprehensive liability insurance with personal injury coverage, commercial or business automobile liability coverage, and contractual liability coverage with minimum limits of One Hundred Thousand Dollars ($100,000.00) on account of bodily injuries or death for one person and an aggregate of Three Hundred Thousand Dollars ($300,000.00) for any one occurrence. COUNCIL shall be solely responsible for the payment of all premiums and deductibles. In the event of claims arising from performance or attempted performance under this Agreement, said insurance policy shall provide primary coverage.

At all times during the term of this Agreement, COUNCIL shall purchase and maintain in full force and effect Workers' Compensation insurance or self-insured employee coverage meeting the acceptability requirements as established by the laws of the State of Texas.

All insurance shall be furnished at the COUNCIL's sole cost and expense. COUNCIL shall pay all insurance and deductible amounts, if any. COUNTY shall be made an additional named insured under the terms of these policies of insurance.

VIII.

APPLICABLE LAW

This Agreement shall be subject to the COUNTY'S Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code. This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action between the parties arising from this Agreement shall be in Dallas County, Texas.

IX.

SEVERABILITY

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

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 Agreement. This Agreement is to be effective upon the signature of both COUNTY and COUNCIL.
EXECUTED this the _________ day of __________________, 2001.

COUNTY: ____________________________

BY: Lee F. Jackson
    County Judge

COUNCIL: ____________________________

BY: Martha T. Blaine
    Executive Director

APPROVED AS TO FORM:

BY: John Clark Long, IV
    Assistant District Attorney
    Chief, Civil Section

RECOMMENDED:

BY: Betty Culbreath-Lister, Director
September 20, 2001

Mr. Zachary Thompson
Deputy Director
Dallas County Health & Human Services Department
2377 North Stemmons Freeway
Dallas, Texas 75207

Dear Mr. Thompson:

Thank you for the opportunity to provide Dallas County Health & Human Services Department with an update of the accomplishments of the Dallas Area Infant Immunization Coalition (DAIIC). I am sending a report of DAIIC's accomplishments from the period of January through August 2001. I am also including information that addresses the trends in immunization in our community, as requested in our agreement. Please do not hesitate to contact Janet Stoufflet or me if you have any questions.

In response to Dallas County Health & Human Services Department's Statement of Services to be Performed, as detailed in the agreement with Community Council of Greater Dallas, DAIIC has accomplished the following:

II. A. Disseminating educational literature to the community regarding the benefits of childhood immunization

- Two additional languages were added to the translation of DAIIC's immunization brochure based upon the recommendation of professionals working with local refugees. Those languages are Arabic and French. Thus, the DAIIC immunization brochure was printed in 8 languages (English, Spanish, Vietnamese, Laotian, Cambodian, Amharic, Arabic and French). The brochures were distributed to over thirty Dallas County agencies including Dallas County Department of Health & Human Services, Parkland Health & Hospital Systems, Dallas Healthy Start, City of Richardson, City of Garland, City of Grand Prairie, City of Irving, City of Dallas, Dallas Independent School District, Garland Independent School District, Irving Independent School District, Baylor Medical Center, Children's Hospital, Medical City, Methodist Hospitals of Dallas, Presbyterian Hospital, Visiting Nurses Association, Senior Citizens of Greater Dallas, Dallas County Medical Society and Texas Department of Protective and Regulatory Services. Over 75,000 brochures were distributed.

- Immunization brochures and materials were also distributed at local health and wellness fairs including: Dallas County Health Check, Latino Wellness Fair, Mayor Ron Kirk's Back to School Fair and the African-American
Moving in the Right Direction Health Fair. More than 15,000 materials were distributed.

- DAIIC compiled, translated and distributed a comprehensive calendar of summer immunization sites and events where families could receive free or low-cost immunizations in their neighborhoods. DAIIC also placed this information in English and Spanish on the Community Council of Greater Dallas' Integrated Voice Response System. 10,000 calendars were distributed.

- DAIIC provided a variety of activities during National Infant Immunization Week (NIIW) in April including outreach events, puppet shows, pep rallies and a half-day workshop for health care professionals providing immunization updates and information from nationally recognized experts. Continuing Education Units were arranged and provided for all participants. Nearly 100 professionals attended the workshop. More than 7,280 families received immunization information through these events.

II. B. Organizing, promoting and staffing meetings in the community encouraging the immunization of all children under the age of two years.

- DAIIC organized, promoted and staffed monthly meetings of the Steering Committee, as well as all sub-committees (African American Outreach, Business, Legislative, Provider Education and Community Education). Full Coalition Meetings were held quarterly, each with a special guest speaker to address relevant immunization topics. Meeting reminders were sent to DAIIC members for all meetings.

II. C. Insuring that the immunization sites are easily accessible in the community.

- DAIIC collaborated with multiple community partners to provide a variety of immunization sites located throughout the county, and published information about these locations. In addition, all local clinic and major health fair information was included on the Community Council of Greater Dallas' Interactive Voice Response System, which clients may access 24 hours a day, 7 days a week by calling 214-379-HELP.

II. D. Identifying areas in the community that need assistance in immunizing their children.

- DAIIC identified areas of greatest need through its many diverse community partners and addressed those needs through the African American Outreach
Committee and the Community Education Committee. DAIIC identified the following areas as needing special assistance: Southeast Dallas, Pleasant Grove, Wilmer-Hutchins, Bachman Lake and areas of Garland and Irving.

- DAIIC addressed these needs through outreach events, neighborhood immunization events and collaboration with neighborhood leaders. Special events such as NIW promotion and back-to-school events were held in many neighborhoods. Over 800 children were reached with these events.

II. E. Tracking immunization records by age and ethnicity of children in the community.

- Collaborations with Dallas County Department of Health & Human Services (ICES System) and Texas Department of Health (IMMTRAC) are ongoing. DAIIC is working to reduce such barriers as time, expense, and training of medical office staffs, as well as educating parents about issues of privacy and confidentiality.

II. F. Preparing an annual report reflecting the trends in immunization in the community.

- According to the Centers for Disease Control, National Immunization Survey 2000, Dallas County immunization rates have fallen from 76% in 1999 to 68.9% in 2000 for the 4-3-1 (diphtheria-tetanus-pertussis, polio, and measles-mumps-rubella) series. Immunization rates have fallen across Texas, making Texas 50th in the nation in infant immunization rates. Clearly, much work remains to be done to protect children from vaccine-preventable diseases.

- DAIIC has successfully enlisted the ongoing support of local pediatricians in private practice to help reach physicians and hospitals in our area with the message of the importance of timely infant immunizations. Barriers still exist to achieving our goal of improved immunization rates, including cost in dollars to private physicians in providing immunizations and staff time to medical clinics, as well as lack of education and lack of importance placed on a comprehensive registry system. DAIIC is collaborating with local experts and staff from Dallas County Health & Human Services to promote immunization registries in our area and provide education and support to local physicians and clinics.
• While continuing to promote the "medical home model", Dallas area clinics and agencies provide education and immunizations at outreach events in neighborhoods of greatest need, but encourage community members to access their medical home for regular healthcare needs.

If you have any questions regarding this report, please do not hesitate to contact Janet Stoufflet at metro 817-417-4164 or me at 214-871-5065. Thank you for your continued support of DAIIC and its mission to have 90% of Dallas County children under the age of two fully immunized.

Sincerely,

[Signature]

Martha T. Blaine, Executive Director
Community Council of Greater Dallas
October 8, 2001

TO: Commissioners Court

FROM: Betty Culbreath-Lister, Director

SUBJECT: RATIONALE FOR SAME DATE BRIEFING AND COURT ORDER

In an effort to regulate dangerous wild animals in Dallas County for the health, safety, and welfare of our citizens, it is recommended that the Court adopt Section 6-193 of the Dallas County Code and approve the regulation court order with an effective date of September 1, 2001. Therefore we are requesting that both the briefing and court order be allowed during the same Court session.

/yp
attachments
c: J. Allen Clemson, Court Administrator
TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
DATE: October 8, 2001
SUBJECT: HOUSE BILL 1362 - REGULATION OF DANGEROUS WILD ANIMALS IN COUNTIES AND MUNICIPALITIES (Re-Brief)

BACKGROUND

In the past, Chapter 822, Health and Safety Code, was mainly used to regulate and enforce violations committed by dangerous dogs. However, during this past legislative session, the Chapter was amended to include Subchapter E, which was passed and signed into law by the Governor. Under the new Subchapter section 240.002(a), Local Government Code, the commissioners court of a county may prohibit the regulation, entering, and/or keeping of dangerous wild animals in counties.

Under Subchapter E “dangerous wild animals” means: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena bear, coyote, jackal, baboon, chimpanzee, orangutan, gorilla, or any hybrid of an animal listed in this section.

IMPACT ON OPERATIONS

To regulate dangerous wild animals in Dallas County would create a financial impact on the Department. To register, regulate, enforce, and inspect would require additional staff and training.

LEGAL INFORMATION

The District Attorney has reviewed the attached Bill. Section 6-193 of the Dallas County Code (attached) must be adopted. And prohibiting the entering, regulation, and keeping of dangerous wild animals in Dallas County requires the approval of the Commissioners Court.
FINANCIAL IMPACT/CONSIDERATIONS

According to Subchapter E, Section 822-103 (Certificate of registration and fee), the fee charged to an applicant may not exceed $50.00 for each animal registered and may not exceed $500.00 for each person registering animals, regardless of the number of animals owned by the individual.

Even though some fees could be collected, we believe the health, safety, and welfare of our citizens are more important than the minimum amount of funds that would be collected.

PROJECT SCHEDULE

If approved by Commissioners Court and Section 6-193 of the Dallas County Code adopted, the Order shall become effective September 1, 2001.

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court prohibit the keeping of dangerous wild animals (as defined by Chapter 822, Subchapter E of the Health and Safety Code) in Dallas County, except as specifically exempted within Chapter 822, Subchapter E of the Health and Safety Code. It is further recommended that Section 6-193 of the Dallas County Code be adopted to reflect adoption of this recommendation.

RECOMMENDED BY: Betty Culbreath-Lister, Director

/yp
attachment
c: J. Allen Clemson, Court Administrator
Sec. 6-193 Dangerous wild animals.

A person may not own, harbor, or have custody or control of a "dangerous wild animal" (as defined by Chapter 822, Subchapter E of the Texas Health and Safety Code) for any purpose within the county, except as specifically exempted within Chapter 822, Subchapter E of the Health and Safety Code.

# WILD ANIMAL ORDINANCE SURVEY

**8-17-01**

<table>
<thead>
<tr>
<th>CITIES</th>
<th>WILD ANIMALS ALLOWED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BALCH SPRINGS</td>
<td>NO</td>
</tr>
<tr>
<td>2. CARROLTON</td>
<td>NO</td>
</tr>
<tr>
<td>3. CEDAR HILL</td>
<td>NO</td>
</tr>
<tr>
<td>4. DESOTO</td>
<td>NO - NEEDS SPECIAL PERMIT (MAY GET IT)</td>
</tr>
<tr>
<td>5. DUNCANVILLE</td>
<td>NO</td>
</tr>
<tr>
<td>6. FARMERS BRANCH</td>
<td>NO</td>
</tr>
<tr>
<td>7. GARLAND</td>
<td>NO - NEEDS SPECIAL PERMIT</td>
</tr>
<tr>
<td>8. HUTCHINS</td>
<td>NO</td>
</tr>
<tr>
<td>9. IRVING</td>
<td>NO</td>
</tr>
<tr>
<td>10. LANCASTER</td>
<td>NO</td>
</tr>
<tr>
<td>11. MESQUITE</td>
<td>NO</td>
</tr>
<tr>
<td>12. SACHSE</td>
<td>NO</td>
</tr>
<tr>
<td>13. SEAGOVILLE</td>
<td>NO</td>
</tr>
<tr>
<td>14. SUNNYVALE</td>
<td>NO</td>
</tr>
<tr>
<td>15. UNIVERSITY PARK</td>
<td>NO</td>
</tr>
<tr>
<td>16. COCKRELL HILL</td>
<td>NO</td>
</tr>
<tr>
<td>17. COPPELL</td>
<td>NO - NEEDS SPECIAL PERMIT</td>
</tr>
<tr>
<td>18. DALLAS</td>
<td>NO</td>
</tr>
<tr>
<td>19. GLENN HEIGHTS</td>
<td>NO</td>
</tr>
<tr>
<td>20. GRAND PRAIRIE</td>
<td>NO</td>
</tr>
<tr>
<td>21. ROWLETT</td>
<td>NO</td>
</tr>
<tr>
<td>22. PLANO</td>
<td>NO</td>
</tr>
<tr>
<td>23. RICHARDSON</td>
<td>NO</td>
</tr>
<tr>
<td>24. WILMER</td>
<td>NO</td>
</tr>
<tr>
<td>25. ADDISON</td>
<td>NO</td>
</tr>
</tbody>
</table>
AN ACT
relating to the regulation of dangerous wild animals; providing for
the imposition of civil penalties and the prosecution and
punishment of certain related offenses.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SUBCHAPTER E. DANGEROUS WILD ANIMALS

Sec. 822.101. DEFINITIONS. In this subchapter:

(1) "Animal registration agency" means the municipal
or county animal control office with authority over the area where
a dangerous wild animal is kept or a county sheriff in an area that
does not have an animal control office.

(2) "Board" means the Texas Board of Health.

(3) "Commercial activity" means:

(A) an activity involving a dangerous wild
animal conducted for profit that is not inherent to the animal's
nature;

(B) an activity for which a fee is charged and
that is entertainment using or an exhibition of the animal; or

(C) the selling, trading, bartering, or

auctioning of a dangerous wild animal or a dangerous wild animal's

body parts.

(4) "Dangerous wild animal" means:

(A) a lion;

(B) a tiger;

(C) an ocelot;

(D) a cougar;

(E) a leopard;

(F) a cheetah;

(G) a jaguar;

(H) a bobcat;

(I) a lynx;

(J) a serval;

(K) a caracal;

(L) a hyena;

(M) a bear;

(N) a coyote;

(O) a jackal;

(P) a baboon;

(Q) a chimpanzee;

(R) an orangutan;

(S) a gorilla; or

(T) any hybrid of an animal listed in this

subdivision.

(5) "Owner" means any person who owns, harbors, or has
custody or control of a dangerous wild animal.

(6) "Person" means an individual, partnership,
corporation, trust, estate, joint stock company, foundation, or
association of individuals.

(7) "Primary enclosure" means any structure used to

immediately restrict an animal to a limited amount of space,

including a cage, pen, run, room, compartment, or hutch.

Sec. 822.102. APPLICABILITY OF SUBCHAPTER. (a) This

subchapter does not apply to:

(1) a county, municipality, or agency of the state or

an agency of the United States or an agent or official of a county,
municipality, or agency acting in an official capacity;

(2) a research facility, as that term is defined by

Section 2(e), Animal Welfare Act (7 U.S.C. Section 2132), and its

subsequent amendments, that is licensed by the secretary of

agriculture of the United States under that Act;

(3) an organization that is an accredited member of

the American Zoo and Aquarium Association;

(4) an injured, infirm, orphaned, or abandoned
dangerous wild animal while being transported for care or

...

/viewtext.cmd?LEG=77&SESS=R&CHAMBER=H&BILLTYPE=B&BILLSUFFIX=01362&VERSION=07/16/01
(5) an injured, infirm, orphaned, or abandoned

dangerous wild animal while being rehabilitated, treated, or cared

for by a licensed veterinarian, an incorporated humane society or

animal shelter, or a person who holds a rehabilitation permit

issued under Subchapter C, Chapter 43, Parks and Wildlife Code;

(6) a dangerous wild animal owned by and in the

custody and control of a transient circus company that is not

based in this state if:

(A) the animal is used as an integral part of

the circus performances; and

(B) the animal is kept within this state only

during the time the circus is performing in this state or for a

period not to exceed 30 days while the circus is performing outside

the United States;

(7) a dangerous wild animal while in the temporary

custody or control of a television or motion picture production

company during the filming of a television or motion picture

production in this state;

(8) a dangerous wild animal owned by and in the

possession, custody, or control of a college or university solely

as a mascot for the college or university;

(9) a dangerous wild animal while being transported in

interstate commerce through the state in compliance with the Animal

Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent

amendments and the regulations adopted under that Act;

(10) a nonhuman primate owned by and in the control

and custody of a person whose only business is supplying nonhuman

primates directly and exclusively to biomedical research

facilities and who holds a Class "A" or Class "B" dealer's license

issued by the secretary of agriculture of the United States under

the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its

subsequent amendments; and

(11) a dangerous wild animal that is:

(A) owned by or in the possession, control, or

custody of a person who is a participant in a species survival plan

of the American Zoo and Aquarium Association for that species; and

(B) an integral part of that species survival

plan.

(b) This subchapter does not require a municipality that

does not have an animal control office to create that office.

Sec. 822.103. CERTIFICATE OF REGISTRATION; FEES. (a) A

person may not own, harbor, or have custody or control of a

dangerous wild animal for any purpose unless the person holds a

certificate of registration for that animal issued by an animal

registration agency.

(b) A certificate of registration issued under this

subchapter is not transferrable and is valid for one year after its

date of issuance or renewal unless revoked.

(c) The animal registration agency may establish and charge

reasonable fees for application, issuance, and renewal of a

certificate of registration in order to recover the costs

associated with the administration and enforcement of this

subchapter. The fee charged to an applicant may not exceed $50 for

each animal registered and may not exceed $500 for each person

registering animals, regardless of the number of animals owned by

the person. The fees collected under this section may be used only

to administer and enforce this subchapter.

Sec. 822.104. CERTIFICATE OF REGISTRATION APPLICATION. (a)

An applicant for an original or renewal certificate of registration

for a dangerous wild animal must file an application with an animal

registration agency on a form provided by the animal registration

agency.

(b) The application must include:

(1) the name, address, and telephone number of the

applicant;

(2) a complete identification of each animal,
including species, sex, age, if known, and any distinguishing marks or coloration that would aid in the identification of the animal;

(3) the exact location where each animal is to be kept;

(4) a sworn statement that:

(A) all information in the application is complete and accurate; and

(B) the applicant has read this subchapter and that all facilities used by the applicant to confine or enclose the animal comply with the requirements of this subchapter; and

(5) any other information the animal registration agency may require.

(c) An applicant shall include with each application:

(1) the nonrefundable fee;

(2) proof, in a form acceptable by the animal registration agency, that the applicant has liability insurance, as required by Section 822.107;

(3) a color photograph of each animal being registered taken not earlier than the 30th day before the date the application is filed;

(4) a photograph and a statement of the dimensions of the primary enclosure in which each animal is to be kept and a scale diagram of the premises where each animal will be kept, including the location of any perimeter fencing and any residence on the premises; and

(5) if an applicant holds a Class "A" or Class "B" dealer's license or Class "C" exhibitor's license issued by the secretary of agriculture of the United States under the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments, a clear and legible photocopy of the license.

(d) In addition to the items required under Subsection (c), an application for renewal must include a statement signed by a veterinarian licensed to practice in this state stating that the veterinarian:

(1) inspected each animal being registered not earlier than the 30th day before the date of the filing of the renewal application; and

(2) finds that the care and treatment of each animal by the owner meets or exceeds the standards prescribed under this subchapter.

Sec. 822.105. DENIAL OR REVOCATION OF CERTIFICATE OF REGISTRATION; APPEAL. (a) If the animal registration agency finds that an application for an original or renewal certificate of registration under this subchapter does not meet the requirements of Section 822.104 or, after inspection, that an applicant has not complied with this subchapter, the animal registration agency shall deny the applicant a certificate of registration and give the applicant written notice of the denial and the reasons for the denial.

(b) If the animal registration agency finds, after inspection, that a registered owner provided false information in or in connection with the application or has not complied with this subchapter, the animal registration agency shall revoke the certificate of registration and give the owner written notice of the revocation and the reasons for the revocation.

(c) A person may appeal the denial of an original or renewal certificate of registration or the revocation of a certificate of registration to the justice court for the precinct in which the animal is located or the municipal court in the municipality in which the animal is located not later than the 15th day after the date the certificate of registration is denied or revoked. Either party may appeal the decision of the justice or municipal court to a county court or county court at law in the county in which the justice or municipal court is located. The decision of the county court or county court at law may not be appealed.

(d) The filing of an appeal of the denial or revocation of a certificate of registration under Subsection (c) stays the denial...
or revocation until the court rules on the appeal.

Sec. 822.106. DISPLAY OF CERTIFICATE OF REGISTRATION. (a) A holder of a certificate of registration shall prominently display the certificate at the premises where each animal that is the subject of the certificate of registration is kept.

(b) Not later than the 10th day after the date a person receives a certificate of registration, the person shall file a clear and legible copy of the certificate of registration with the Texas Department of Health. The department shall establish a procedure for filing a certificate of registration and shall charge a reasonable fee in an amount sufficient to recover the cost associated with filing a certificate of registration under this subsection.

Sec. 822.107. LIABILITY INSURANCE. An owner of a dangerous wild animal shall maintain liability insurance coverage in an amount of not less than $100,000 for each occurrence for liability for damages for destruction of or damage to property and death or bodily injury to a person caused by the dangerous wild animal.

Sec. 822.108. INSPECTION. An owner of a dangerous wild animal, at all reasonable times, shall allow the animal registration agency, its agents, or a designated licensed veterinarian to enter the premises where the animal is kept and to inspect the animal, the primary enclosure for the animal, and the owner's records relating to the animal to ensure compliance with this subchapter.

Sec. 822.109. RELOCATION OR DISPOSITION OF ANIMAL. (a) An owner of a dangerous wild animal may not permanently relocate the animal unless the owner first notifies the animal registration agency in writing of the exact location to which the animal will be relocated and provides the animal registration agency, with respect to the new location, the information required by Section 822.104.

(b) Within 10 days after the death, sale, or other disposition of the animal, the owner of the animal shall notify the animal registration agency in writing of the death, sale, or other disposition.

Sec. 822.110. ATTACK BY ANIMAL; ESCAPE OF ANIMAL; LIABILITY.

(a) An owner of a dangerous wild animal shall notify the animal registration agency of any attack of a human by the animal within 48 hours of the attack.

(b) An owner of a dangerous wild animal shall immediately notify the animal registration agency and the local law enforcement agency of any escape of the animal.

(c) An owner of a dangerous wild animal that escapes is liable for all costs incurred in apprehending and confining the animal.

(d) An animal registration agency, a law enforcement agency, or an employee of an animal registration agency or law enforcement agency is not liable to an owner of a dangerous wild animal for damages arising in connection with the escape of a dangerous wild animal, including liability for damage, injury, or death caused by the animal during or after the animal's escape, or for injury to or death of the animal as a result of apprehension or confinement of the animal after escape.

Sec. 822.111. POWERS AND DUTIES OF BOARD; CAGING REQUIREMENTS AND STANDARDS. (a) The board by rule shall establish caging requirements and standards for the keeping and confinement of a dangerous wild animal to ensure that the animal is kept in a manner and confined in a primary enclosure that:

(1) protects and enhances the public's health and safety;

(2) prevents escape by the animal; and

(3) provides a safe, healthy, and humane environment for the animal.

(b) An owner of a dangerous wild animal shall keep and confine the animal in accordance with the caging requirements and standards established by the board.

(c) An animal registration agency may approve a deviation
from the caging requirements and standards established by the board, only if:

1. the animal registration agency has good cause for the deviation; and
2. the deviation:
   (A) does not compromise the public's health and safety;
   (B) does not reduce the total area of the primary enclosure below that established by the board; and
   (C) does not otherwise adversely affect the overall welfare of the animal involved.

Sec. 822.112. CARE, TREATMENT, AND TRANSPORTATION OF ANIMAL.
(a) For each dangerous wild animal, the owner shall comply with all applicable standards of the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments and the regulations adopted under that Act relating to:
   (1) facilities and operations;
   (2) animal health and husbandry; and
   (3) veterinary care.
(b) An owner of a dangerous wild animal shall maintain a separate written log for each dangerous wild animal documenting the animal's veterinary care and shall make the log available to the animal registration agency or its agent on request. The log must:
   (1) identify the animal treated;
   (2) provide the date of treatment;
   (3) describe the type or nature of treatment; and
   (4) provide the name of the attending veterinarian, if applicable.
(c) When transporting a dangerous wild animal, the owner of the animal, or a designated carrier or intermediate handler of the animal, shall comply with all transportation standards that apply to that animal under the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments or the regulations adopted under that Act.
(d) A person is exempt from the requirements of this section if the person is caring for, treating, or transporting an animal for which the person holds a Class "A" or Class "B" dealer's license or a Class "C" exhibitor's license issued by the secretary of agriculture of the United States under the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments.

Sec. 822.113. OFFENSE AND PENALTY. (a) A person commits an offense if the person violates Section 822.103(a), Section 822.106, or Section 822.110(a) or (b). Each animal with respect to which there is a violation and each day that a violation continues is a separate offense.
(b) A person commits an offense if the person knowingly sells or otherwise transfers ownership of a dangerous wild animal to a person who does not have a certificate of registration for that animal as required by this subchapter.
(c) An offense under this section is a Class C misdemeanor.

Sec. 822.114. CIVIL PENALTY. (a) A person who violates Section 822.103(a) is liable for a civil penalty of not less than $200 and not more than $2,000 for each animal with respect to which there is a violation and for each day the violation continues.
(b) The county or municipality in which the violation occurs may sue to collect a civil penalty. A civil penalty collected under this subsection may be retained by the county or municipality.
(c) The county or municipality in which the violation occurs may also recover the reasonable costs of investigation, reasonable attorney's fees, and reasonable expert witness fees incurred by the animal registration agency in the civil action. Costs or fees recovered under this subsection shall be credited to the operating account from which payment for the animal registration agency's expenditures was made.

Sec. 822.115. INJUNCTION. Any person who is directly harmed or threatened with harm by a violation of this subchapter or a
failure to enforce this subchapter may sue an owner of a dangerous wild animal to enjoin a violation of this subchapter or to enforce
this subchapter.

Sec. 822.116. EFFECT OF SUBCHAPTER ON OTHER LAW. (a) This subchapter does not affect the applicability of any other law, rule, order, ordinance, or other legal requirement of this state or a political subdivision of this state.

(b) This subchapter does not prevent a municipality, county, or a political subdivision of this state from adopting an ordinance or order to control or contain a dangerous wild animal.

SECTION 2. Section 240.002(a), Local Government Code, is amended to read as follows:

(1) at a residence, or
(2) within 1,000 feet of a residence or public school.

SECTION 3. Section 42.09, Penal Code, is amended by adding Subsection (g) to read as follows:

(g) It is a defense to prosecution for an offense under this section that the person had a reasonable fear of bodily injury to the person or to another by a dangerous wild animal as defined by Section 822.101, Health and Safety Code.

SECTION 4. Section 42.01, Penal Code, is amended by adding Subsection (e) to read as follows:

(e) It is a defense to prosecution for an offense under Subsection (a)(9) or (11) that the person who discharged the firearm had a reasonable fear of bodily injury to the person or to another by a dangerous wild animal as defined by Section 822.101, Health and Safety Code.

SECTION 5. Section 240.0025, Local Government Code, is repealed.

SECTION 6. (a) Except as provided by this section, this Act takes effect September 1, 2001.

(b) A person is not required to obtain a certificate of registration for a dangerous wild animal under Subchapter E, Chapter 822, Health and Safety Code, as added by this Act, before June 1, 2002.

(c) Not later than December 1, 2001, each municipality and county shall adopt any ordinance or order necessary to implement and administer the certificate of registration program created by Subchapter E, Chapter 822, Health and Safety Code, as added by this Act, including ordinances or orders relating to the applications for original and renewal certificates of registration, fees for registration and renewal, and the form and content of the application and the certificate of registration.

(d) Not later than March 1, 2002, the Texas Board of Health shall adopt the rules required under Section 822.111, Health and Safety Code, as added by this Act.

President of the Senate

Speaker of the House

Chief Clerk of the House

Secretary of the Senate

APPROVED:

Date

Governor
Sec. 6-193 Dangerous wild animals.

A person may not own, harbor, or have custody or control of a "dangerous wild animal" (as defined by Chapter 822, Subchapter E of the Texas Health and Safety Code) for any purpose within the county, except as specifically exempted within Chapter 822, Subchapter E of the Health and Safety Code.

October 9, 2001

TO: Commissioners Court

FROM: Betty Culbreath-Lister, Director

SUBJECT: SAME DATE BRIEFING AND COURT ORDER RATIONALE

Dallas County Health and Human Services has received Supplement No. 4 of the HOME Investment Partnership Program Grant Interlocal Agreement which will extend the current Contract through October 31, 2001. Because the Contract ended September 30, 2001, it is requested that both the briefing and court order extending the Contract be allowed during the same Court session.

/yp

c: J. Allen Clemson, Court Administrator
TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
DATE: October 9, 2001

SUBJECT: CITY HOME INTERLOCAL AGREEMENT EXTENSION

BACKGROUND OF ISSUE
On April 28, 1994, the City of Dallas and Dallas County entered into an Interlocal Agreement whereby Dallas County, through the Health and Human Services Department would provide placement services in the City of Dallas for the homeless population residing under the I-45 Bridge and on other public properties.

FINANCIAL IMPACT
City Council Resolution 99 0138 authorized an Interlocal Contract with Dallas County in the amount of $300,000 for rental assistance for the period of January 1, 1999 through September 30, 2000. Dallas County Health and Human Services has received Supplemental Agreement No. 4 to the HOME Investment Partnership Program Grant Interlocal Agreement which extends the Contract through October 31, 2001. There is no financial impact to Dallas County from this Supplement.

OPERATIONAL IMPACT
There is no operational impact from this Supplement.

LEGAL IMPACT
The approval of the Court and the signature of the County Judge are required on the Supplemental Agreement document(s).

RECOMMENDATION
It is recommended that the Dallas County Commissioners Court approve Supplemental Agreement No. 4 to the HOME Investment Partnership Program Grant Interlocal Agreement with the City of Dallas extending the Contract through October 31, 2001, and authorize the County Judge to sign the Supplemental Agreement document(s) on behalf of Dallas County.

RECOMMENDED BY: Betty Culbreath-Lister, Director

Office (214) 819-1858
Fax (214) 819-6022
THIS EXTENSION of that certain HOME Contract No. 99-0138, for the Investment Partnership Program (the “Contract”) by and between the City of Dallas, a Texas municipal corporation (the “City"), and Dallas County Department of Health and Human Services (the “Contractor"), evidences the following:

1. The term of the Contract is revised as follows:

   The term shall be extended through October 31, 2001.

2. All other terms, provisions, conditions, and obligations of the Contract between the City and Contractor shall remain in full force and effect, and said Contract, and this Extension shall be construed together as a single contractual agreement.

The Contract is extended at the request of the Contractor by the CITY in accordance with the terms of the Contract, Section 4.

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

CITY OF DALLAS
TEODORO J. BENAVIDES, City Manager

BY ________________________________
    Michael Bostic
    Assistant City Attorney

BY ________________________________
    Assistant City Manager

CONTRACTOR:
Dallas County Dept. of Health & Human Svcs.

BY ________________________________
    Director

RECOMMENDED BY DIRECTOR:

Mary K. Vaughn, Director
Environmental & Health Services

BY ________________________________
    County Judge

APPROVED AS TO FORM:

______________________________
    Assistant District Attorney
WHEREAS, the declining U.S. economy and welfare reform issues in recent years have resulted in increasing numbers of Americans being unable to maintain sufficient incomes to prevent the loss of their homesteads, thereby resulting in a condition of homelessness; and

WHEREAS, in Dallas there are approximately 200 to 300 hard-to-reach homeless who typically resist the traditional services and shelters; and

WHEREAS, allowing hard-to-reach homeless persons to reside in public places results in increased crime, unsanitary living conditions, unregulated feeding sites, and substandard structures, posing a threat to the health and safety of the homeless themselves and the public; and

WHEREAS, HOME Investment Partnership Program grant funds have been awarded to the City of Dallas for the continuation of the tenant-based rental assistance program, and

WHEREAS, $267,500 is available for program costs and $32,500 for program delivery costs; NOW THEREFORE

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

SECTION 1. That the City Manager be and is hereby authorized to execute an interlocal agreement between the City of Dallas and Dallas County to provide a rental assistance program for the hard-to-reach homeless for the period January 1, 1999 through September 30, 2000, in an amount not to exceed $300,000.

SECTION 2. That the City Controller be and is hereby authorized to disburse HOME Program funds from Fund 0HM8, Agency EHS, Org. 7580, Object Code 3099, Encumbrance No. PDGH182827, Vendor No. 249410, in an amount not to exceed $300,000.

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

DISTRIBUTION: Environmental and Health Services
City Attorney's Office
Budget and Management Services
City Controller's Office/Jerry McWhorter

APPROVED
City Council

Jan 13 1999

City Manager

chief of department

director of finance

CITY COUNCIL
Date: October 9, 2001
To: Commissioners Court
From: David Childs, Tax Assessor/Collector
Subject: Interlocal Agreement with DCAD

BACKGROUND
House Bill 468, effective September 1, 2001 amended the Texas Transportation Code to require that an application for a permit to transport a manufactured home must be accompanied by a written statement from the chief appraiser of an appraisal district that there are no unpaid property taxes due on the manufactured home.

In Dallas County, the Tax Office is responsible for assessing and collecting property taxes for all property types, including manufactured homes. Since the information needed to support the written statement is maintained by the Tax Office, it is in the best interest of all parties involved for the Tax Office to issue the written statement instead of the Appraisal District.

By entering into this interlocal agreement, the Tax Office agrees to issue the certificates for the Chief Appraiser.

OPERATIONAL IMPACT
Minimal – the Tax Office issues similar types of statements on a regular basis. At this time, the additional requests are not expected have a significant impact on the workload.

FISCAL IMPACT
None.

LEGAL IMPACT
See attached interlocal agreement.

RECOMMENDATION
The Dallas County Tax Assessor Collector recommends that the Dallas County Commissioners Court approve the attached interlocal agreement allowing the Tax Assessor Collector to act on the behalf of the Chief Appraiser of Dallas County and issue the written statement that is required by House Bill 468 that there are no unpaid property taxes due on a manufactured home.

Approved by:

Attachments
This Agreement is by and among the Dallas Central Appraisal District ("DCAD"), Foy Mitchell, Jr., Chief Appraiser of the Dallas Central Appraisal District ("Chief Appraiser"), County of Dallas ("County") and David Childs, Dallas County Tax Assessor-Collector ("Assessor-Collector") acting by and through their authorized officers and representatives.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, House Bill 468, effective September 1, 2001 amended the Texas Transportation Code to require an application for a permit to transport a manufactured home must be accompanied by a written statement from the chief appraiser of an appraisal district that no unpaid taxes have been reported on the manufactured home due any taxing unit for which the appraisal district appraises property if transporting the manufactured home from a location other than the location of the manufacturer or retailer of the manufactured home pursuant to the original sale, exchange, or lease-purchase of the manufactured home to a consumer; and

WHEREAS, House Bill 468, amended the Property Tax Code §32.03 to require the chief appraiser of an appraisal district to issue a written statement as to whether the chief appraiser has received notice that unpaid taxes have been reported on a manufactured home due any taxing unit for which the appraisal district appraises property; and

WHEREAS, Property Tax Code § 32.03 (i) permits a chief appraiser and a county assessor-collector to enter into a contract that authorizes the assessor-collector to issue written statements requested under Property Tax Code § 32.03; and

WHEREAS, the parties desire to enter into an Agreement authorizing the Assessor-Collector to issue written statements for the chief appraiser of the DCAD required under Property Tax Code § 32.03;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:
ARTICLE I
PURPOSE

1. The purpose of this Agreement is to authorize the Assessor-Collector to issue written statements for the chief appraiser of DCAD required under Property Tax Code §32.03 as to whether the chief appraiser has received notice of any taxes on a manufactured home located in the DCAD due any taxing unit for which the DCAD appraises property.

ARTICLE II
TERM

2.1 The term of this Agreement is for one year commencing upon the last date of execution hereof ("Effective Date"), and shall thereafter automatically renew on the anniversary date of the Effective Date for successive terms of one year each, unless either party gives the other party written notice to terminate thirty (30) days prior to the expiration of the then current term. Any reference to term herein shall include any renewal thereof.

2.2 Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice to terminate.

ARTICLE III
ISSUANCE OF MANUFACTURED HOME TAX STATEMENT

3.1 Pursuant to Property Tax Code § 32.01 the Chief Appraiser and the Assessor-Collector agree that the duties and responsibilities of the Chief Appraiser to issue written statements as to whether the Chief Appraiser has received notice of any taxes on a manufactured home located in the DCAD due any taxing unit for which the DCAD appraises property as prescribed by Property Tax Code § 32.03 (d) shall be assumed and performed by the Assessor-Collector.

3.2 The Chief Appraiser hereby designates the Assessor-Collector, and the Assessor-Collector is hereby authorized, to issue written statements required by Property Tax Code § 32.03 (d) on behalf of the Chief Appraiser with respect to taxes on manufactured homes located in the DCAD due any taxing unit for which the DCAD appraises property. All duties and responsibilities of the Chief Appraiser under Property Tax Code § 32.03 shall be the duty and responsibility of the Assessor-Collector.

3.3 The County, by and through the Assessor-Collector, on the request of a person, shall issue a written statement as to whether any taxes on a manufactured home located in the DCAD are due any taxing unit for which the DCAD appraises property.

3.4 The Assessor-Collector shall issue a written statement described by Property Tax Code § 32.03(d) not later than five (5) business days after the Chief Appraiser’s receipt of a request for the issuance of a written statement. The Assessor-Collector may require that a request made by a person pursuant to Property Tax Code § 32.03 for the issuance of a written
statement: (i) be made in writing and signed by the person requesting the statement; (ii) identify the location of the manufactured home; and (iii) specify the address where the statement should be delivered.

3.5 The DCAD and/or the Chief Appraiser shall send, any request made pursuant to Property Tax Code § 32.03 received by the DCAD and/or the Chief Appraiser to the Assessor-Collector within one business day after receipt thereof. The DCAD and/or the Chief Appraiser shall direct any inquiries or informal requests for the issuance of a written statement under Property Tax Code § 32.03 to the Assessor-Collector.

3.6 The County may charge and retain a fee not to exceed $10 for each written statement Requested to cover the costs to the County associated with the issuance of written statements under Property Tax Code § 32.03(d).

ARTICLE IV
MISCELLANEOUS

4.1 Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

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

4.3 Governing Law: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

4.4 Entire Agreement: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

4.5 Recitals: The recitals to this Agreement are incorporated herein.

4.6 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
EXECUTED this 3rd day of October, 2001.

DALLAS CENTRAL APPRAISAL DISTRICT

By: Foyle Mitchell, Jr.
Chief Appraiser/Director

2949 N. Stemmons Freeway
Dallas, Texas 75247-6195
EXECUTED this _____ day of ________________, 2001.

COUNTY OF DALLAS

By: __________________________
LEE F. JACKSON, COUNTY JUDGE

411 Elm Street
Dallas, Texas 75202-3301

APPROVED AS TO FORM:

By: __________________________
JOHN P. DAHILL
ADVISORY CHIEF OF CIVIL SECTION
DALLAS COUNTY DISTRICT ATTORNEY'S OFFICE

EXECUTED this _____ day of ________________, 2001.

DAVID CHILDS, DALLAS COUNTY TAX ASSESSOR-COLLECTOR

By: __________________________
DAVID CHILDS
TAX ASSESSOR-COLLECTOR

500 Elm Street
Dallas, Texas 75202-3504
Date: October 9, 2001

To: Dallas County Commissioners Court

Fr: Michael K. Griffiths, Director

Re: Renewal of G/S King Consultants’ Contract for Project Spotlight

Background of Issue

Dallas County has been receiving funding from the Office of the Governor, Criminal Justice Division, (CJD) for Project Spotlight since FY 2000. The program uses a team approach to provide intensive supervision to ensure youth and young adults are meeting their conditions of probation. The Project Spotlight program is designed to reduce violent crimes in the 75217 Zip code area of Dallas County and is currently a partnership between law enforcement, juvenile probation and adult probation.

Initially a Community Advisory Committee was formed to identify community needs and determine gaps in services and develop a strategy to obtain maximum benefits from this program. Based on this committee’s recommendation, the department issued Request for Proposal 2000-184-546 soliciting proposals for: a) the delivery of direct services and resource development to probationers, their families and the general 75217 community; b) employment assistance services designed to focus on finding jobs for youth and adult probationers and c) gang prevention services

Following a thorough evaluation of all RFPs, G/S King Consultants was awarded the contract to provide these non-residential services for the Project Spotlight program. The contract included language to allow their contract to be renewed annually for two additional years without participating in a RFP process, if the provider met all contractual obligations and operated an effective program.

The purpose of this briefing is to request Commissioners Court approval to renew the contract with G/S King Consultants, Inc. for the provision of non-residential services under the Project Spotlight Program.
Renewal of G/S King Contract for Project Spotlight Services

page 2

Impact On Operations and Maintenance

G/S King Consultants will continue to operate in collaboration with the Project Spotlight staff, the Juvenile Department, Adult Probation, and the Community Advisory Committee. The Juvenile Department will be responsible for monitoring G/S King Consultants and evaluating their overall effectiveness in providing services under Project Spotlight. Financial and programmatic audits will be conducted to ensure quality programming.

Legal Information

Juvenile Department staff is in the process of finalizing the contract with G/S King Consultants, Inc. using the standard contract language for non-residential contracts. The Assistant District Attorney has reviewed and approved the contract content and form. Once finalized, the contract will be submitted to the District Attorney's Office for final review and to the Commissioners' Court for final approval. The signature of the Dallas County Judge and Chairman of the Juvenile Board are required on the contract documents.

Financial Impact / Considerations

CJD awarded a total of $660,000 for Project Spotlight in FY 2002. Of these funds, $200,000 is allocated for the Project Management Services and $60,000 for the Employment Assistance Services. The department has received notification that CJD will award an additional $28,500 for Gang Prevention Services. No additional funds will be required from the Juvenile Department budget or Dallas County General funds for these services. Funding past FY 2002 for these programs will be dependent on continued funding of Project Spotlight by CJD. G/S King Consultants, Inc. will be compensated for services using standard Juvenile Department reimbursement procedures.

Performance Measures Impact

The provision of direct services associated with Project Spotlight consist of three primary components: Project Management, Education/Employment and Gang Prevention. G/S King Consultants, Inc. proposed services to 200 youth and adults between the ages of 14 and 23 in the targeted area. Information regarding the FY 2001 performance measures is included with this briefing as Attachment One. Goals for FY 2002 are in the process of being finalized and will be included in the contract for FY 2002.

Project Schedule Implementation

The original contract between Dallas County and G/S King Consultants, Inc. was executed in FY 2001. The renewal process allows programming to continue without interruption. Dallas County Juvenile Department's Contract Services Unit facilitated the process and will continue to provide technical assistance to resolve issues pertaining to service delivery and contract compliance.

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

It is recommended that the Dallas County Commissioners Court approve the Juvenile Department's recommendation to renew the contract with G/S King Consultants, Inc. for the provision of non-residential services for Project Spotlight and authorize the Dallas County Judge to sign the contract documents on behalf of Dallas County.

Recommended by: 

Michael K. Griffiths, Director
## PROJECT MANAGEMENT SERVICES

### OUTCOME TARGETS

<table>
<thead>
<tr>
<th>Outcome Description</th>
<th>MEASURES</th>
<th>TARGET</th>
<th>ACTUAL OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secure commitments from at least 15 community members to serve on the Project Spotlight Advisory Council and hold the first Advisory Council meeting 11/01/00. Contractor shall then facilitate future Advisory Council meetings on at least a quarterly basis.</td>
<td>Number of committed council members</td>
<td>15 Council Members</td>
<td>20 Council Members</td>
</tr>
<tr>
<td></td>
<td>1st Meeting Date</td>
<td>11/01/00</td>
<td>10/19/00</td>
</tr>
<tr>
<td>Submit a draft Resource Guide for the 75217 zip code area for review by the Projected Spotlight Advisory Council and County by 05/31/01.</td>
<td>Deadline Date</td>
<td>5/31/01</td>
<td>5/14/01</td>
</tr>
<tr>
<td>Submit a final Resource Guide for the 75217 zip code for approval by the Advisory Council and County by July 31, 2001. Publish and distribute at least 500 copies of the Resource Guide by 8/31/01.</td>
<td>Deadline Date</td>
<td>8/31/01</td>
<td>9/27/01</td>
</tr>
<tr>
<td></td>
<td>Number of Copies</td>
<td>500 Copies</td>
<td>2000 Copies</td>
</tr>
<tr>
<td>Implement an After School Program no later than 11/01/00 that can accommodate an average daily attendance of at least 45 youth. At least 100 unduplicated youth shall participate in the After School Program by 8/31/01.</td>
<td>Start Date</td>
<td>11/01/00</td>
<td>9/03/00</td>
</tr>
<tr>
<td></td>
<td>Number of unduplicated participants</td>
<td>100 Participants by 8/31/01</td>
<td>133 Participants by 8/31/01</td>
</tr>
</tbody>
</table>
### EMPLOYMENT SERVICES COMPONENT

<table>
<thead>
<tr>
<th>OUTCOME TARGETS</th>
<th>MEASURES</th>
<th>TARGET</th>
<th>ACTUAL OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor will enroll 100 participants in the Employment Assistance Services Component by 8/31/01.</td>
<td>Number of enrolled participants</td>
<td>100</td>
<td>145</td>
</tr>
<tr>
<td>At least 70% of enrollees will successfully complete the Employment Assistance Services Component.</td>
<td>Successful Completion Rate</td>
<td>70%</td>
<td>80%</td>
</tr>
<tr>
<td>At least 50% of clients successfully completing the Employment Assistance Services Component shall be employed at a compensation level consistent with their identified career goals within 45 days of program completion.</td>
<td>Employment Rate of Successful Completions within 45 days of program completion</td>
<td>50%</td>
<td>53%</td>
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### GANG PREVENTION SERVICES COMPONENT

<table>
<thead>
<tr>
<th>OUTCOME TARGETS</th>
<th>MEASURES</th>
<th>TARGET</th>
<th>ACTUAL OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliver a two day, six hour gang awareness training for professionals who work directly with children by May 31, 2001.</td>
<td>Number of gang awareness sessions for professionals</td>
<td>1 Session (2days/6hours)</td>
<td>2 Sessions Held</td>
</tr>
<tr>
<td></td>
<td>Deadline</td>
<td>05/31/01</td>
<td>12/10/00 &amp; 7/07/01</td>
</tr>
<tr>
<td>Deliver a total of 200 contact sessions addressing gang awareness, tutoring and mentoring in an after school program format within 75217 to the school age children by May 31, 2001.</td>
<td>Number of contact sessions</td>
<td>200 Contact Sessions</td>
<td>300 Contact Sessions</td>
</tr>
<tr>
<td></td>
<td>Deadline</td>
<td>05/31/01</td>
<td>2/1/01 to 5/31/01</td>
</tr>
<tr>
<td>Deliver one community-at-large forum on gang awareness by August 1, 2001.</td>
<td>Community Forum</td>
<td>1 Event</td>
<td>1 Event</td>
</tr>
<tr>
<td></td>
<td>Deadline</td>
<td>8/01/01</td>
<td>6/09/01</td>
</tr>
<tr>
<td>Produce and disseminate gang awareness materials to children, parents, professionals and community by August 31, 2001.</td>
<td>Materials Disseminated*</td>
<td>See Note</td>
<td>See Note</td>
</tr>
<tr>
<td></td>
<td>Deadline</td>
<td>8/31/01</td>
<td>June to August, 2001</td>
</tr>
</tbody>
</table>

*G/S King Consultants developed and produced a gang awareness pamphlet. A total of 500 copies were distributed between June 1 and August 31, 2001.
MEMORANDUM

TO: Commissioners Court

THRU: Commissioner Kenneth A. Mayfield, District 4

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

SUBJECT: Annexation of Jefferson Boulevard

BACKGROUND
In the early part of 1992, a strong effort was made by Dallas County to work with the cities abutting roadways not incorporated within their city limit boundaries. The Cities of Dallas and Grand Prairie were making efforts to annex Jefferson Boulevard from S.E. 14th to Mountain Creek, however, the task could not be brought to fruition and the roadway remained in the Orphan Road category. A revised effort was begun last year by Commissioner Mayfield to bring the parties back to the negotiating table. The two cities have now worked out their differences and are interested in pursuing the annexation once more.

CITY POSITION/COUNTY POSITION
The Cities of Dallas and Grand Prairie have agreed to annexing the roadway in the following manner: (1) City of Dallas annexing that portion of Jefferson Boulevard from S.E. 14th Street eastward to Camden Road, and (2) City of Grand Prairie annexing that portion of Jefferson Boulevard from Camden Road eastward to Mountain Creek.

The Cities would like to achieve this through the annexation method whereby the property owner, Dallas County, petitions the corporate entities to annex the property. Their request is that Dallas County provide a written request for the Cities of Dallas and Grand Prairie to annex the property consistent with the limits listed above. Dallas County is supportive of this request and will proceed with the necessary action that will allow this process to take place.

RECOMMENDATION
The Public Works Department recommends that the Commissioners Court issue a written request to the Cities of Dallas and Grand Prairie for them to annex the property consistent with the attached property descriptions.

APPROVED BY:

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

Attachment: Field Notes Describing Tract “A” and Tract “B”
Dear Sam:

As I indicated in our telephone conversation of September 25, 2001, the cities of Dallas and Grand Prairie are in the process of finalizing negotiations regarding the corporate disposition of unincorporated Jefferson Boulevard from S. E. 14th Street to Mountain Creek. The City of Dallas has agreed to annex the roadway right-of-way from S. E. 14th Street to Camden Street and the City of Grand Prairie has agreed to annex the roadway right-of-way from Camden Street to Mountain Creek.

The cities would like to achieve this through an annexation method whereby the property owner, in this case Dallas County, petitions the corporate entities to annex the property. Therefore, the cities of Dallas and Grand Prairie are requesting Dallas County to provide a written request for the cities to annex the property consistent with the attached property descriptions. That letter can be jointly prepared and addressed to:

Ryan S. Evans  
Assistant City Manager  
1500 Marilla Street 4CN  
Dallas, Texas 75201

Anna Doll  
Deputy City Manager  
317 College Street  
Grand Prairie, Texas 75053

Your timely response to this request would be greatly appreciated. If you have any questions regarding this issue, please do not hesitate to give me a call at 214-670-4130. Thanks.

Donnie L. Moore  
attachments
TRACT "A"

FIELD NOTES DESCRIBING A PORTION OF JEFFERSON BOULEVARD FROM SOUTHEAST 14TH STREET EASTWARD TO CAMDEN ROAD

BEING a tract of land situated in the Thomas Collin Survey, Abstract Number 308, the Elizabeth Crockett Survey, Abstract Number 222, the Milton H. Graham Survey, Abstract Number 508, the John W. Kirk Survey, Abstract Number 726, and the William C. May Survey, Abstract Number 891, all in Dallas County, Texas, also being a portion of Jefferson Boulevard from SE 14th Street eastward to Camden Road, and being more particularly described as follows:

BEGINNING at the northwest corner of a tract of land annexed by the City of Dallas as described in Ordinance Number 4146, same point being the northeast corner of a tract of land annexed by the City of Grand Prairie as described in Ordinance Number 1029, dated October 14, 1955, same point being in the south line of a tract of land annexed by Grand Prairie as described in Ordinance dated November 17, 1948, said point being at the intersection of the east right-of-way line of S.E. 14th Street (formerly Fish Creek Road) with the south right-of-way line of Jefferson Boulevard;

THENCE in an easterly direction along the common city limit, same being the south right-of-way line of Jefferson Boulevard, to a point for corner as described in Dallas Ordinance Number 4146, said point being the most westerly point of a corner cut-off line between the south right-of-way line of Jefferson Boulevard and the west right-of-way line of Camden Road;

THENCE in a southeasterly direction along the Dallas city limit, same being said cut-off line, to a point for corner as described in Dallas Ordinance Number 4146, said point being on the westerly city limit of Grand Prairie as described in Ordinance Number 1420, dated May 15, 1961, same being the west right-of-way line of Camden Road;

THENCE in a northerly direction along said Grand Prairie city limit, same being the northward prolongation of the west right-of-way line of Camden Road, to a point for corner as described by said Ordinance Number 1420, same being on the north right-of-way line of Jefferson Boulevard;

THENCE in a westerly direction along said City of Grand Prairie city limit as described in Grand Prairie Ordinance dated June 1, 1949, and by said Ordinance Number 1420, same being the south right-of-way line of the Union Pacific Railroad and the north right-of-way line of Jefferson Boulevard, to an intersection with the northerly prolongation of the east right-of-way line of said S. E. 14th Street;
TRACT "A"

FIELD NOTES DESCRIBING A PORTION OF JEFFERSON BOULEVARD
FROM SOUTHEAST 14TH STREET EASTWARD TO CAMDEN ROAD

THENCE in a southerly direction along said prolongation of the east right-of-way line of SE 14th Street, to the POINT OF BEGINNING and containing approximately 0.0367 square miles or 23.50 acres of land as scaled from aerial photographs.

This document was prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundaries of the political subdivisions for which it was prepared.
Jefferson Boulevard from SE 14th Street eastward to Camden Road
FIELD NOTES DESCRIBING A PORTION OF JEFFERSON BOULEVARD FROM CAMDEN ROAD EASTWARD TO MOUNTAIN CREEK

BEING a tract of land situated in the Pablo Mansola Survey, Abstract Number 989, the William C. May Survey, Abstract Number 891, the Radcliff Platt Survey, Abstract Number 1142, and the David White Survey, Abstract Number 1559, all in Dallas County, Texas, also being a portion of Jefferson Boulevard from Camden Road eastward to Mountain Creek, and being more particularly described as follows:

BEGINNING at a point for corner on the city limit of the City of Grand Prairie as described in Ordinance Number 1420, dated May 15, 1961, at the intersection of the north right-of-way line of Jefferson Boulevard with the northerly prolongation of the west right-of-way line of Camden Road;

THENCE in an easterly direction along the north right-of-way line of Jefferson Boulevard, to a point on the city limit of the City of Dallas as described in Dallas Ordinance Number 7679;

THENCE in a southerly direction along said city limit of Dallas, to the south right-of-way line of Jefferson Boulevard;

THENCE in a westerly direction along the south right-of-way line of Jefferson Boulevard, to its intersection with the city limit of Dallas as described by Dallas Ordinance Number 4146, same line being the west right-of-way line of Camden Road;

THENCE in a northerly direction along the common city limit of Grand Prairie and Dallas, same being the west right-of-way line of Camden Road and its northerly prolongation, crossing Jefferson Boulevard, to the POINT OF BEGINNING and containing approximately 0.0728 square miles or 46.62 acres of land as scaled from aerial photographs.

This document was prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundaries of the political subdivisions for which it was prepared.

[Signature]
May 15, 2001
Jefferson Boulevard from Camden Road eastward to Mountain Creek

Jefferson

MOUNTAIN CREEK

DAVIS CONNECTION

IDLEWILD

WEST

CAMDEN

Tract B

not to scale
MEMORANDUM

TO: Commissioners Court

THRU: Commissioner Kenneth A. Mayfield
       Road and Bridge District Number 4

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

SUBJECT: Meyers Road/MacArthur Boulevard Project 91-896
         (IH 30 to Oakdale Drive)
         Modification No. 6 to the Scope of Services of
         Consulting Engineers Contract

BACKGROUND

Funding for design, right of way acquisition and construction of the subject project in the amount of $2,000,000 was approved by the voters of Dallas County in the 1991 Bond Program. Improvements include reconstructing the 2.36 mile section of Meyers Road/MacArthur Boulevard from the present two-lane asphalt street with open ditches to a concrete thoroughfare with an enclosed storm drainage system. The project is located in Road and Bridge District No.4 and within the Cities of Grand Prairie and Irving.


In order to secure sufficient right-of-way, the proposed MacArthur Boulevard roadway will be shifted to the west from approximate stations 45+00 to 75+00 around an existing salvage yard. Redesigned paving, drainage, and Bear Creek bridge plans will be required in the above limits and will include cover sheet, estimated quantity sheet, horizontal and vertical control, typical sections, sequence of construction, erosion control plans, paving and grading plans, drainage plans, grading at Bear Creek, cross sections, detail sheets, retaining wall plans, bridge plans, and other plan sheets as required.

Updated ROW and easement documents will be required for the new alignment. In addition, the new bridge alignment may also necessitate a revised hydraulic study, bridge/roadway elevation determination, and Corps of Engineers permitting process. These work items will be covered under special services to be utilized only as required.
Carter-Burgess, Inc., has submitted a request for an increase in engineering services fee and a fair and reasonable amount of $325,637.00 has been negotiated to compensate them for the additional design services required.

PROJECT SCHEDULE

ROW acquisition is underway and construction plans are substantially complete. The Irving section of this project and Bear Creek Bridge section are scheduled to be bid in 2003.

FINANCIAL IMPACT

The request for an increase in the basic engineering fee of $217,150.00 and special services fee of $108,487.00 will increase the contract amount from $854,294.47 to $1,209,715.92. Funding in the amount of $325,637.00 is available in Bond Fund 418, to fund the Modification No. 6 to the Scope of Services.

RECOMMENDATION

Public Works has reviewed the request to increase the engineering design services fee and recommends the execution of Modification No. 6 to the Scope of Services. If Commissioners Court is in agreement, a court order authorizing the County Judge to execute said Modification No. 6 to the Scope of Services for an increase in fee of $325,637.00 to be paid to Carter-Burgess, Inc., from Bond Fund 00418, Project 50117, Code 08010, will be placed on the next regular agenda.

APPROVED BY

Donald R. Holzwarth, P. E.
Director of Public Works
Modification No. 6 to the Scope of Services

Meyers Road/MacArthur Boulevard Project 91-896
(IH 30. to Oakdale Drive)

Between

COUNTY OF DALLAS, TEXAS

And

CARTER-BURGESS, INC.

WHEREAS, pursuant to Court Order 93-1297 dated August 3, 1993, Carter-Burgess, Inc., (“the Engineer”) was awarded a contract for engineering services for the Meyers Road/MacArthur Boulevard Project No. 91-896 in an amount not to exceed $604,274.00; and

WHEREAS, said contract was amended pursuant to Court Order 95-606 dated April 11, 1995, Court Order 95-1310 dated April 11, 1995, Court Order 97-1526 dated August 5, 1997, Court Order 98-2460 dated December 22, 1998, and Court Order 2000-2170 dated October 24, 2000, for a revised contract amount of $884,078.92; and

WHEREAS, the Engineer has agreed to perform additional services at the County’s request for additional fees;

NOW THEREFORE, by execution of this Modification No. 6 of the Scope of Services, the contract is amended hereby with respect to the items and features described below:

I. PURPOSE:
   Modification to the Scope of Services No. 6 amends the contract executed between the County of Dallas and Carter-Burgess, Inc., (“the Engineer”) to compensate the Engineer for additional work required on the construction of the Meyers Road/MacArthur Boulevard Project No. 91-896.

II. EFFECT OF MODIFICATION:
   By execution of this Modification to the Scope of Services No. 6, the Original Contract as approved by Dallas County Commissioners Court Order 93-1297 is amended hereby with respect to the sections described below. No other sections, provisions, clauses, or conditions of the contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the Original Contract and any duly authorized extensions.

III. AMENDED PROVISIONS:
   A. Section I of the contract is amended by adding the following additional services to be performed by the Engineer:
      1. Revise all paving, drainage, and bridge plans, specifications, and right of way documents in order to shift the roadway to the west from approximate stations 45+00 to 75+00;
         a) Final Revised Construction Plans
            (1) Revise Cover Sheet
b) Sequence of Construction - The Engineer will revise the plans to build the project while maintaining traffic in both directions and access to and from adjacent property.

c) Revise Estimated Quantities.

d) The Engineer will furnish a list of work items, estimated quantities and unit prices for the project in accordance with the County's "Bid Item List."

e) Contract Documents - The Engineer will supply any technical specifications, special conditions, or special notes for inclusion on the bid documents as prepared by the Engineer.

f) Design Calculations - The Engineer will provide field notes, design and quantity calculations, final hydraulic calculations and a final construction cost estimate for the proposed improvements.

g) Design and Right of Way Surveys.

2. Revise the hydraulic studies and all regulatory permits associated with proposed improvements at Bear Creek in order to shift the roadway to the west from approximate stations 45+00 to 75+00:

a) Hydraulic Studies - The Engineer will revise a copy of the latest COE study of the West Fork and Bear Creek to model the existing hydraulic conditions within the floodplain.

(1) Review existing COE study and HEC-RAS computer model(s).
(2) Identify required minimum low beam elevation.
(3) Assist in determining top of road elevation through the West Fork floodplain.
(4) Determine bridge opening sized for no rise in water surface elevation.
(5) Evaluate information with proposed improvements.
(6) Compute valley storage reduction caused by bridge construction.
(7) Evaluate the effects of scour on the proposed bridges.
(8) Submit to County for review.
(9) Prepare a Conditional Letter of Map Revision for Bear Creek.

b) Permits - The Engineer will revise documentation to seek permits for the proposed improvements from the following agencies: Corps of Engineers (COE) Section 404 and Section 10 and Environmental Protection Agency (EPA), NPDES-
Storm Water Pollution Prevention Plan for Construction Activities. The Engineer will attend up to four meetings in conjunction with the Section 404 and Section 10 application.

B. Section II of the Contract is amended by deleting Clause 24 in its entirety and substituting the following:

24. Schedule of fees for this Agreement:
   - Basic Engineering Fee: $511,184.45
   - Maximum Special Services Fee Including all Prior Amendments: $372,894.47
   - Additional Basic Engineering Fee Compensation for Scope Increase No. 6: $217,150.00
   - Additional Special Services Fee Compensation for Scope Increase No. 6: $108,487.00
   - Maximum Total Fee (Basic Plus Specials): $1,209,715.92

IN WITNESS WHEREOF, by the signatures below of the duly authorized agents of the County of Dallas, Texas, and Engineer, the said County of Dallas and Engineer, do hereby agree to append this Modification No. 6 to the Scope of Services in the amount of $325,637.00 to the original contract between said parties, dated August 3, 1993, and as amended pursuant to Court Orders 95-606, 95-1310, 97-1526, 98-2460, and 2000-2170, thus increasing the total contract amount to One Million Two Hundred Nine Thousand Seven Hundred Fifteen and ninety-two hundredths ($1,209,715.92) Dollars.

Executed this __________ day of __________________________, 2001.

COUNTY OF DALLAS:  

BY:  
Lee F. Jackson  
County Judge

ENGINEER:  

BY:  
Bruce Russell, P.E.  
Carter-Burgess, Inc.  
Vice President

APPROVED AS TO FORM:  

John B. Dahill, Advisory Chief  
Assistant District Attorney
ATTACHMENT “A”

Meyers Road / MacArthur Boulevard Improvements
Project #91-896
Revisions to Roadway Alignment from the
North End of the West Fork Bridge to the
South of Hunter-Ferrell Road
(From Sta 45 + 00 to Sta 75 + 00)

I. GENERAL

The project provides for engineering design in connection with the revisions of right-of-way, construction plans and specifications for the paving, grading and drainage improvements. The proposed revisions consist of shifting the roadway to the west from Station 45 +00 to Station 75 + 00. Appropriate roadway and driveway transitions will be incorporated to the plans. The bridge at Bear Creek will also be shifted accordingly.

Additional Basic Services

The Engineer will prepare final construction plans and design details for grading, paving, retaining walls and drainage improvements.

The Engineer will prepare final layouts and typical section design for the six-lane bridge at Bear Creek. Bridge plans will include: slab, beam, abutment and bent designs.

The Engineer will prepare technical specifications, special conditions and operations requirements to combine with the standard construction documents and specifications of the County.

The Engineer will assist the County in coordinating the design with the City of Irving, the Texas Department of Transportation (TxDOT), the U.S. Corps of Engineers (COE), and any other reviewing agency.

II. ADDITIONAL SERVICES PROVIDED BY ENGINEER

A. Revisions to Construction Plans

The Engineer will incorporate the proposed revisions into final construction plans and design details including intersecting driveways, turning lanes, drainage improvements, bridges and retaining walls.

1. Final Revised Construction Plans

- Revise cover sheet
- Revise estimated quantities
- Revise horizontal and vertical control
- Revise typical sections
- Revise sequence of construction
- Revise erosion control plans

92305436.A01.doc
• Revise paving and grading plans
• Revise grading at Bear Creek
• Revise cross sections
• Revise detail sheets
• Revise drainage plans
• Revise retaining wall plans
• Re-design bridge plans
• Revise other plan sheets as required
• Coordinate with City of Irving
• Submit final plans

a. Sequence of Construction

The Engineer will revise the plans to build the project while maintaining traffic in both directions and access to and from adjacent property.

1) Develop bridge replacement plan
2) Develop roadway replacement plan
3) Develop transition at south end of the project
4) Submit plans for reviews
5) Coordinate with the City of Irving
6) Submit final plans

b. Estimated Quantities

c. The Engineer will furnish a list of work items, estimated quantities and unit prices for the project in accordance with the County's "Bid Item List".

2. Contract Documents

The Engineer will supply any technical specifications, special conditions, or special notes for inclusion in the bid documents as prepared by the Engineer.

3. Design Calculations

The Engineer will provide field notes, design and quantity calculations, final hydraulic calculations and a final construction cost estimate for the proposed improvements.
# ATTACHMENT “A”

Meyers Road / MacArthur Boulevard Improvements
Engineering Costs

1. Basis Services (Roadway and Bear Creek Bridge)

<table>
<thead>
<tr>
<th>Position</th>
<th>Manhours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>250</td>
<td>$162.50</td>
<td>$40,625.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>1,043</td>
<td>$86.50</td>
<td>$90,220.00</td>
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<td>CADD/Technician</td>
<td>1,043</td>
<td>$81.50</td>
<td>$85,005.00</td>
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<tr>
<td>Word Processor</td>
<td>20</td>
<td>$65.00</td>
<td>$1,300.00</td>
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</table>

Total Basic Services $217,150.00
ATTACHMENT “B”

Meyers Road / MacArthur Boulevard Improvements
Project #91-896
Revisions to Roadway Alignment from the
North End of the West Fork Bridge to the
South of Hunter-Ferrell Road
(From Sta 45 + 00 to Sta 75 + 00)

I.  GENERAL

A.  The Engineer will provide the necessary field surveys for the proposed revisions to
the final design plans including: baseline control staking, ties of drainage and utility
appurtenances.

The Engineer will revise the hydraulic studies and regulatory permitting
considerations associated with the revised proposed improvements at Bear Creek.

II.  SERVICES PROVIDED BY ENGINEER

A.  Design and Right-of-Way Surveys (Subconsultant – Arredondo Brunz and
Associates) – See Attached Proposal.

B.  Hydraulic Studies

The Engineer will revise a copy of the latest COE study of the West Fork and Bear
Creek to model the existing hydraulic conditions within the floodplain.

1.  Review existing COE study and HEC-RAS computer model(s).
2.  Identify required minimum low beam elevation.
3.  Assist in determining top of road elevation through the West Fork floodplain.
4.  Determine bridge opening sized for no rise in water surface elevation.
5.  Evaluate information with proposed improvements.
6.  Compute valley storage reduction caused by bridge construction.
7.  Evaluate the effects of scour on the proposed bridges.
8.  Submit to County for review.
9.  Prepare a Conditional Letter of Map Revision for Bear Creek.

C.  Permits

The Engineer will revise documentation to seek permits for the proposed
improvements from the following agencies: Corps of Engineers (COE) Section 404
and Section 10 and Environmental Protection Agency (EPA), NPDES – Storm Water
Pollution Prevention Plan for Construction Activities.

The Engineer will attend up to four meetings in conjunction with the Section 404 and
Section 10 application.
The Engineer will not prepare documentation for the Environmental Assessment (EA), Environmental Impact Statement (EIS), nor be involved in any public hearings in conjunction with this project. The COE has indicated that these items will not be needed in conjunction with their permitting process.

The Engineer will not prepare a wetland determination for this project. Engineer will request the determination from the COE.

The Engineer will not prepare any submittals to the Federal Emergency Management Agency (FEMA) for a Letter of Map Revision.

The Engineer will prepare the documentation required for the following permits:

- Prepare documentation for COE Section 404 / 10 permit
- Prepare documentation for NPDES / EPA Construction Permit (County shall inspect for compliance during construction)

The COE has indicated that if a Section 10 permit is required, the required documentation would be submitted as a part of and in conjunction with the 404 permit application. No separate permit would be required. If the COE reverses that decision and requires a separate individual Section 10 permit application, this scope of work may need to be modified to include the preparation of the separate permit application.

The County will pay all permit application filing fees.

The County will prepare Corridor Development Certificates if required by the Cities of Irving and Grand Prairie.
ATTACHMENT “B”

Meyers Road / MacArthur Boulevard Improvements
Engineering Costs

1. Special Services

A. Design Surveys (Subcontract – Arrendondo Brunz and Associates)
Design Surveys  Subtotal $7,000 x 1.10 = $7,700.00

B. ROW Surveys (Subcontract)
ROW Surveys  Subtotal $23,000.00 x 1.10 = $25,300.00

C. Hydraulic Studies (Bridge Openings)

<table>
<thead>
<tr>
<th>Position</th>
<th>Manhours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>56</td>
<td>$131.00</td>
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<tr>
<td>Project Engineer</td>
<td>209</td>
<td>$75.00</td>
<td>$15,675.00</td>
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Subtotal  $23,011.00

D. Prepare Permits

COE Section 404 / 10

<table>
<thead>
<tr>
<th>Position</th>
<th>Manhours</th>
<th>Rate</th>
<th>Cost</th>
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<tr>
<td>Project Manager</td>
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<td>$131.00</td>
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<td>Project Engineer</td>
<td>358</td>
<td>$75.00</td>
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<td>CADD/Technician</td>
<td>114</td>
<td>$48.00</td>
<td>$5,472.00</td>
</tr>
<tr>
<td>Word Processor</td>
<td>52</td>
<td>$50.00</td>
<td>$2,600.00</td>
</tr>
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Subtotal  $52,476.00
Meyers Road / MacArthur Boulevard Improvements
Summary of Engineering Fees

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<thead>
<tr>
<th>I.</th>
<th>Basic Services</th>
<th>$217,150.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>II.</td>
<td>Special Services</td>
<td></td>
</tr>
<tr>
<td>A. Design Surveys</td>
<td></td>
<td>$7,700.00</td>
</tr>
<tr>
<td>B. ROW Surveys</td>
<td></td>
<td>$25,300.00</td>
</tr>
<tr>
<td>C. Hydraulic Studies (Bridge Opening)</td>
<td></td>
<td>$23,011.00</td>
</tr>
<tr>
<td>D. Prepare Permits</td>
<td></td>
<td>$52,476.00</td>
</tr>
<tr>
<td>Total Special Services</td>
<td></td>
<td>$108,487.00</td>
</tr>
<tr>
<td>Maximum Total Fee</td>
<td></td>
<td>$325,637.00</td>
</tr>
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</table>
### EXHIBIT "C"

#### COST ESTIMATE COMPARISON

<table>
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<tr>
<th>ORIGINAL ESTIMATE DESCRIPTION</th>
<th>COST</th>
<th>CURRENT ESTIMATE DESCRIPTION</th>
<th>COST</th>
<th>DESCRIPTION FOR CHANGES IN ORIGINAL ESTIMATE TO CURRENT ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey/Data Collection</td>
<td>$30,000</td>
<td>Survey/Data Collection</td>
<td>$33,000</td>
<td>No changes made.</td>
</tr>
<tr>
<td>Civil</td>
<td>$92,000</td>
<td>Civil</td>
<td>$120,150</td>
<td>Add plans to show temporary buildout south of Bear Creek bridge in addition to full buildout plans</td>
</tr>
<tr>
<td>Hydraulics/Permitting</td>
<td>$67,600</td>
<td>Hydraulics/Permitting</td>
<td>$75,487</td>
<td>Revised alignment further encroaches the floodway which will affect storage and require to revise the COE hydraulic model and prepare a Conditional Letter of Map Revision.</td>
</tr>
<tr>
<td>Structural</td>
<td>$40,000</td>
<td>Structural</td>
<td>$97,000</td>
<td>The original estimate assumed to use the same bridge with a 10-foot offset. The revised alignment requires to design a new bridge on a skew over Bear Creek.</td>
</tr>
<tr>
<td>20% Contingency</td>
<td>$45,920</td>
<td>None</td>
<td>N/A</td>
<td>Contingency was eliminated.</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$275,520</strong></td>
<td></td>
<td><strong>$325,637</strong></td>
<td></td>
</tr>
</tbody>
</table>
October 16, 2001

To: Commissioners Court

From: Craig Pardue
Assistant Administrator for Government Affairs

Through: Allen Clemson
Administrator

Subject: CUC Washington Initiative

Background
At the June 7 meeting of the Conference of Urban Counties preliminary discussions on the idea of a CUC presence in Washington were commenced. At the August 16 meeting, the CUC membership voted to explore the possibility of Washington representation. It was decided that the attached resolution would be proposed to the various member counties of the CUC. If less than half the member counties adopt the resolution, the concept of CUC representation in Washington will not be approved.

Fiscal Impact
If 50% of the membership of the CUC chooses to pursue the Washington initiative then the Dallas County assessment will be $41,448. If 100% of the membership votes to participate the assessment for Dallas County will be $20,724. The actual assessment will be based on the percentage of counties participating and will fall in between these numbers. If fewer than 50% of the member counties vote to participate then the initiative will not be pursued and there will be no special assessment. See attachment.

Implementation
If the Court votes to participate in the CUC Washington initiative, staff will transmit the adopted resolution to the CUC staff office in Austin.

Legal Information
The County may not use federal grant money to pay for this obligation.

Recommendation
Staff proposes the court consider the attached resolution and report the court’s position on this matter to the next meeting of the CUC on October 18, 2001 in Waco.

Prepared by Craig Pardue

Approved by Allen Clemson
Resolution in
Support of a Federal Intergovernmental Relations Program
by the Texas Conference of Urban Counties

WHEREAS, Congress and the Federal Government have a significant impact on the daily lives of all citizens of ________ County, not the least of which is the impact of Congress and Federal Government on ________ County and its ability to provide efficient and effective services at the local level; and

WHEREAS, ________ County is a member of the Texas Conference of Urban Counties, which represents and works on behalf of urban counties in Texas but is focused solely on State policy and does not work on Federal issues; and

WHEREAS, there is no current mechanism for the collected perspective and priorities of Texas urban counties to be voiced and communicated to Federal officials; and

WHEREAS, transportation funding is an important issue for urban counties in Texas and will be a major issue in the coming years as the Federal transportation funding programs are all reconsidered and re-authorized in Congress; and

WHEREAS, Medicaid and Disproportionate Hospital Funding is an important issue for urban counties, with millions of dollars in Federal funds at stake, and legislation is currently pending in Congress to restore previously lost Medicaid funds at great benefit to urban counties without any organized assistance from Texas urban counties; and

WHEREAS, the State Alien Assistance Program which provides $57.2 million for the State of Texas and Texas Counties as reimbursement for the incarceration of illegal aliens is threatened by proposed budget cuts of over 50%, the passage of which would immediately and negatively impact urban county budgets; and

WHEREAS, several bills are pending in Congress that would establish programs to update and reform county election procedures and administration which may have a significant impact on urban counties, including the possible adoption of un-funded mandates or funding allocation formulas detrimental to Texas urban counties; and

WHEREAS, the accumulated need for urban Texas counties to communicate on these issues and others in a coordinated and sophisticated way makes it imperative that the Texas Conference of Urban Counties expand its scope of activities to include a Federal Intergovernmental Relations program; and

WHEREAS, a proposal has been put forward for the CUC to establish a Federal IGR program with the costs shared by all CUC members that choose to participate; and

WHEREAS, a program that addresses these and other top issues can be established for a total cost to the CUC of $147,392 per year, NOW

THEREFORE BE IT RESOLVED, by the Commissioners Court of ________ County, that ________ County supports the expansion of the activities of the Texas Conference of Urban Counties to include a limited Federal Intergovernmental Relations Program and supports the proposed increase in dues to pay for such an increase in service, and that the final affirmation of support will be contingent upon the overall level of commitment by the counties within the CUC and that a copy of this resolution be immediately forwarded to the Texas Conference of Urban Counties.

Resolution proposal, 2001-06-07.doc, 10/2/2001
## Schedule A, CUC Federal IGR Program Proposal

### Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract for Services, Washington Rep.</td>
<td>$75,000</td>
</tr>
<tr>
<td>Policy Analyst</td>
<td>$48,000</td>
</tr>
<tr>
<td>Benefits</td>
<td>$9,600</td>
</tr>
<tr>
<td>Office Costs (Parking, Desk-Computer-Phone amortized, Misc.)</td>
<td>$4,832</td>
</tr>
<tr>
<td>Travel (2 Person trips per year to DC, plus NACo)</td>
<td>$6,000</td>
</tr>
<tr>
<td>Education, Books, Etc.</td>
<td>$1,000</td>
</tr>
<tr>
<td>Supplies &amp; Copies</td>
<td>$2,000</td>
</tr>
<tr>
<td>Telephone time/Internet Time ($50/Mo/$30/Mo)</td>
<td>$960</td>
</tr>
</tbody>
</table>

**Total** $141,392

### Special Assessment

<table>
<thead>
<tr>
<th>County</th>
<th>2000 Population</th>
<th>Cost with 100% of Counties Participating</th>
<th>Cost with 50% of Counties Participating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bell</td>
<td>237,974</td>
<td>$2,223</td>
<td>$4,445</td>
</tr>
<tr>
<td>Bexar</td>
<td>1,392,931</td>
<td>$13,010</td>
<td>$26,019</td>
</tr>
<tr>
<td>Brazoria</td>
<td>241,767</td>
<td>$2,258</td>
<td>$4,516</td>
</tr>
<tr>
<td>Brazos</td>
<td>152,415</td>
<td>$1,424</td>
<td>$2,847</td>
</tr>
<tr>
<td>Cameron</td>
<td>335,227</td>
<td>$3,131</td>
<td>$6,262</td>
</tr>
<tr>
<td>Chambers</td>
<td>26,031</td>
<td>$243</td>
<td>$486</td>
</tr>
<tr>
<td>Collin</td>
<td>491,675</td>
<td>$4,592</td>
<td>$9,184</td>
</tr>
<tr>
<td>Comal</td>
<td>78,021</td>
<td>$729</td>
<td>$1,457</td>
</tr>
<tr>
<td>Dallas</td>
<td>2,218,899</td>
<td>$20,724</td>
<td>$41,448</td>
</tr>
<tr>
<td>Denton</td>
<td>432,976</td>
<td>$4,044</td>
<td>$8,088</td>
</tr>
<tr>
<td>El Paso</td>
<td>679,622</td>
<td>$6,347</td>
<td>$12,695</td>
</tr>
<tr>
<td>Ellis</td>
<td>111,360</td>
<td>$1,040</td>
<td>$2,080</td>
</tr>
<tr>
<td>Fort Bend</td>
<td>354,452</td>
<td>$3,100</td>
<td>$6,201</td>
</tr>
<tr>
<td>Galveston</td>
<td>250,158</td>
<td>$2,336</td>
<td>$4,673</td>
</tr>
<tr>
<td>Grayson</td>
<td>110,595</td>
<td>$1,033</td>
<td>$2,066</td>
</tr>
<tr>
<td>Guadalupe</td>
<td>89,023</td>
<td>$831</td>
<td>$1,663</td>
</tr>
<tr>
<td>Gregg</td>
<td>111,379</td>
<td>$1,040</td>
<td>$2,080</td>
</tr>
<tr>
<td>Harris</td>
<td>3,400,578</td>
<td>$31,760</td>
<td>$63,521</td>
</tr>
<tr>
<td>Hays</td>
<td>97,589</td>
<td>$911</td>
<td>$1,823</td>
</tr>
<tr>
<td>Hidalgo</td>
<td>569,463</td>
<td>$5,319</td>
<td>$10,637</td>
</tr>
<tr>
<td>Hunt</td>
<td>76,596</td>
<td>$715</td>
<td>$1,431</td>
</tr>
<tr>
<td>Jefferson</td>
<td>252,051</td>
<td>$2,354</td>
<td>$4,708</td>
</tr>
<tr>
<td>Johnson</td>
<td>126,811</td>
<td>$1,184</td>
<td>$2,369</td>
</tr>
<tr>
<td>Kaufman</td>
<td>71,313</td>
<td>$666</td>
<td>$1,332</td>
</tr>
<tr>
<td>Lubbock</td>
<td>242,628</td>
<td>$2,266</td>
<td>$4,532</td>
</tr>
<tr>
<td>McLennan</td>
<td>213,517</td>
<td>$1,994</td>
<td>$3,988</td>
</tr>
<tr>
<td>Midland</td>
<td>116,009</td>
<td>$1,083</td>
<td>$2,167</td>
</tr>
<tr>
<td>Nueces</td>
<td>313,645</td>
<td>$2,929</td>
<td>$5,859</td>
</tr>
<tr>
<td>Rockwall</td>
<td>43,080</td>
<td>$402</td>
<td>$805</td>
</tr>
<tr>
<td>San Patricio</td>
<td>67,138</td>
<td>$627</td>
<td>$1,254</td>
</tr>
<tr>
<td>Smith</td>
<td>174,706</td>
<td>$1,632</td>
<td>$3,263</td>
</tr>
<tr>
<td>Tarrant</td>
<td>1,446,219</td>
<td>$13,507</td>
<td>$27,014</td>
</tr>
<tr>
<td>Travis</td>
<td>812,280</td>
<td>$7,586</td>
<td>$15,173</td>
</tr>
<tr>
<td>Webb</td>
<td>193,117</td>
<td>$1,804</td>
<td>$3,607</td>
</tr>
<tr>
<td>Williamson</td>
<td>249,967</td>
<td>$2,335</td>
<td>$4,669</td>
</tr>
</tbody>
</table>

**Total** 15,781,212 $147,392
Date: October 10, 2001

To: Commissioners Court

From: John M. Hennessey
MIS Director

Subject: Probate Court Pilot Project

Background

Dallas County elected officials, civil judges and staff from the offices of the County Clerk, District Clerk and Auditor have been involved in researching the Odyssey software package from The Software Group (TSG) as a possible solution for a civil courts case management package.

TSG has offered Dallas County a proposal to allow the county to test and evaluate the Probate and Mental Illness components of the Odyssey courts package. The proposal is a no-risk, no upfront cost to the County. Details are provided in Attachment A.

Financial Impact

There is no initial cost to the County for the pilot project. TSG will provide the necessary servers for the duration of the test. Mr. Earl Bullock, County Clerk, will fund necessary desktop computer purchases for County Clerk staff involved in the test with funds from the County Clerk's Records Management fund. At the end of the test, if the County should decide to acquire the software, TSG will invoice the County for $400,000. The County Clerk has stated that he will fund the $400,000 from the Records Management fund.

Operational Impact

The County will need to extract the Probate data from the existing mainframe system and provide it to TSG. The extraction process will require ACS resources to assist with the data extraction. Existing programs could be modified for this purpose and the time could be charged to the Annual Work Plan hours for FY02. TSG’s project plan calls for a 60-90 day period prior to the test period to convert the County’s case data, deliver equipment, implement interfaces to the existing mainframe system, and train County staff. The test will last for 90 days. During the 90 day test, TSG will provide a business analyst to work with the County and District Clerks.
It will be necessary to keep the existing mainframe system current during the
test in case the County opts not to acquire the software. At the end of the
test period, the County has the right to reject the system for any reason.

During the course of the test, a more detailed plan will be developed that will
present the costs and timelines for implementing the remainder of the civil
courts modules should the County desire to acquire the Odyssey software
package from TSG. A separate briefing will be presented to Commissioners
Court on the process that could be used to purchase the Odyssey Case
Management system under the guidelines of the State of Texas Qualified
Information Systems Vendor (QISV) program.

**Recommendation**

It is recommended that the Commissioners Court authorize the Probate and
Mental Illness pilot project utilizing the Odyssey software package from The
Software Group. Results and recommendations will be provided to the
Commissioners Court on a timely basis.

Recommended:  

Earl Bullock, County Clerk
Proposal Details for Probate and Mental Illness test

1. TSG will configure and install servers and system software
2. TSG will install and configure the Odyssey Court Management System for Probate and Mental Illness functions
3. TSG will convert existing mainframe Probate and Mental Illness data that is provided by County in electronic media
4. TSG will provide required interfaces from Odyssey to mainframe with assistance from ACS programming resources where needed
5. TSG will train Probate and Mental Illness users
6. TSG will provide onsite assistance during the 90 test period
7. TSG will install, test and transfer all data to a County Oracle database and County server
8. TSG will develop a full civil courts project plan, cost structure and statement of work
9. TSG assign a business analyst to work with District and County Clerks in developing item 7.

At the end of the 90 day test, TSG will invoice the County for $400,000 for the Probate and Mental Illness software should the County accept the Probate and Mental Illness modules. If the County decides it does not want the modules there is no charge.
Date: October 16, 2001

To: Commissioners Court

From: John Hennessey, MIS Director

Subject: Monthly Web Site Report as of October 1, 2001

**Background**

In January, 2001, Commissioners Court signed a contract with Texas Local Interactive, an NIC company, to build, operate and support a website for the county. This is the regular monthly status report to the court on the status and progress of the county’s website.

**Financial Impact**

The following table reflects the transaction counts and dollar amounts processed via the internet. The web site supports payments via credit cards, debit cards and electronic checks.

<table>
<thead>
<tr>
<th>Application</th>
<th>Volume</th>
<th>County Revenue</th>
<th>TLI Revenue</th>
<th>Credit and Debit cards</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>April</td>
<td>31</td>
<td>$1,877.83</td>
<td>$124.00</td>
<td></td>
<td>soft launch</td>
</tr>
<tr>
<td>May</td>
<td>283</td>
<td>$17,733.70</td>
<td>$1,132.00</td>
<td></td>
<td>launch May 14</td>
</tr>
<tr>
<td>June</td>
<td>180</td>
<td>$11,489.93</td>
<td>$720.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July</td>
<td>194</td>
<td>$12,073.74</td>
<td>$776.00</td>
<td>180</td>
<td>14</td>
</tr>
<tr>
<td>August</td>
<td>332</td>
<td>$20,980.96</td>
<td>$1,328.00</td>
<td>303</td>
<td>29</td>
</tr>
<tr>
<td>September</td>
<td>404</td>
<td>$25,459.97</td>
<td>$1,616.00</td>
<td>351</td>
<td>53</td>
</tr>
<tr>
<td>October</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YTD</td>
<td>1424</td>
<td>$89,616.13</td>
<td>$5,696.00</td>
<td>834</td>
<td>96</td>
</tr>
</tbody>
</table>
The last day for Property Tax payments for the current tax year was June 30, 2001. After that date, all owed taxes are delinquent and are referred to the collection agency and amounts owed cannot be paid via the web site. The Property Tax payment application will resume taking payments for the next tax year on October 1, 2001. Tax statements are not expected to go out until mid-October, so the payment process should begin after statements are received by the public.

**Operational Impact**

Statistics for 9/1/2001 through 10/1/2001:

<table>
<thead>
<tr>
<th>Summary of Activity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Average number of visits per day on weekdays</td>
<td>2,534</td>
</tr>
<tr>
<td>Average number of hits per day on weekdays</td>
<td>145,217</td>
</tr>
<tr>
<td>Most active day of week</td>
<td>Monday</td>
</tr>
<tr>
<td>Least active day of week</td>
<td>Saturday</td>
</tr>
<tr>
<td>Most active date</td>
<td>September 17, 2001</td>
</tr>
<tr>
<td>Number of hits on most active date</td>
<td>184,011</td>
</tr>
<tr>
<td>Least active date</td>
<td>September 15, 2001</td>
</tr>
<tr>
<td>Number of hits on least active date</td>
<td>21,915</td>
</tr>
<tr>
<td>Most active hour of the day</td>
<td>09:00 - 9:59</td>
</tr>
<tr>
<td>Least active hour of the day</td>
<td>03:00 - 03:59</td>
</tr>
<tr>
<td>Unique Visitors</td>
<td>17,723</td>
</tr>
<tr>
<td>Visitors Who Visited More than Once</td>
<td>4,354</td>
</tr>
</tbody>
</table>

**DEFINITIONS:**

Visit  The number of times a visitor came to the web site regardless of any additional activity that occurs as a result of the visit.
Hit A single action on the web server such as accessing a page, a document, a file or other images.

View Hits to pages but without counting any supporting files, graphics or images on the page.

<table>
<thead>
<tr>
<th>Detail Activity</th>
<th>Views</th>
<th>% of Total Views</th>
<th>Visits</th>
<th>Avg Time Viewed (mm:ss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Web Page</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Homepage</td>
<td>48,285</td>
<td>31.74%</td>
<td>21,780</td>
<td>00:15</td>
</tr>
<tr>
<td>Citizen Services Menu</td>
<td>2,904</td>
<td>1.9%</td>
<td>2,718</td>
<td>00:53</td>
</tr>
<tr>
<td>Jobs</td>
<td>8,648</td>
<td>5.68%</td>
<td>7,116</td>
<td>03:51</td>
</tr>
<tr>
<td>Site Map</td>
<td>3,016</td>
<td>1.98%</td>
<td>2,805</td>
<td>01:04</td>
</tr>
<tr>
<td>Search Engine</td>
<td>6,739</td>
<td>2.53%</td>
<td>3,284</td>
<td>00:55</td>
</tr>
<tr>
<td>District Clerk Homepage</td>
<td>2,224</td>
<td>1.46%</td>
<td>2,027</td>
<td>00:47</td>
</tr>
<tr>
<td>Links</td>
<td>2,462</td>
<td>1.61%</td>
<td>2,160</td>
<td>02:32</td>
</tr>
<tr>
<td>Department Directory</td>
<td>7,728</td>
<td>5.08%</td>
<td>7,111</td>
<td>00:45</td>
</tr>
<tr>
<td>Tax Office Homepage</td>
<td>3,550</td>
<td>2.33%</td>
<td>3,269</td>
<td>00:46</td>
</tr>
<tr>
<td>County Clerk Department Listing</td>
<td>1,600</td>
<td>1.05%</td>
<td>1,528</td>
<td>01:56</td>
</tr>
<tr>
<td>Vehicle Registrations</td>
<td>3,432</td>
<td>2.25%</td>
<td>3,074</td>
<td>02:25</td>
</tr>
<tr>
<td>Sheriff Jobs</td>
<td>1,968</td>
<td>1.29%</td>
<td>1,804</td>
<td>02:55</td>
</tr>
<tr>
<td>Tax Office Property Tax</td>
<td>1,965</td>
<td>1.29%</td>
<td>1,872</td>
<td>01:06</td>
</tr>
<tr>
<td>District Clerk Filing Fees</td>
<td>1,859</td>
<td>1.22%</td>
<td>1,764</td>
<td>01:03</td>
</tr>
<tr>
<td>District Clerk Public Access</td>
<td>1,393</td>
<td>0.91%</td>
<td>1,335</td>
<td>01:27</td>
</tr>
<tr>
<td>Child Support Main</td>
<td>2,213</td>
<td>1.45%</td>
<td>2,008</td>
<td>01:12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Most Downloaded Files</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Jobs</td>
<td>14,219</td>
</tr>
<tr>
<td>Clerical Jobs</td>
<td>5,207</td>
</tr>
<tr>
<td>Technical Jobs</td>
<td>3,505</td>
</tr>
<tr>
<td>Part-time Jobs</td>
<td>2,812</td>
</tr>
<tr>
<td>DSO Job Description</td>
<td>1,472</td>
</tr>
<tr>
<td>Inhouse Jobs</td>
<td>1,772</td>
</tr>
<tr>
<td>Employment Application</td>
<td>770</td>
</tr>
<tr>
<td>DSO Application</td>
<td>726</td>
</tr>
<tr>
<td>DSO Training Requirements</td>
<td>557</td>
</tr>
<tr>
<td>DSO Statement of Qualifications</td>
<td>542</td>
</tr>
</tbody>
</table>
Marketing Activities

• Counter signs for Online Payment Center
• Fleet Subscription Packets to requestors via site
• Contacted local media regarding Public Service Announcements
• Purchased booth for TX County Judge and Commissioners Conference Oct. 15-17
• Purchased booth for TX County Auditor Conference October 23-24
• Purchased 3 month's of advertising in County Progress magazine as well as special pull out for October Judge's Conference

Application Activity

• Property tax application is being updated for service beginning in October
• Online record search and retrieval is in development

The following applications are on hold:

• Online Payment Center – Felony Collections for District Clerk – pending approval
• Interactive Job Application--in final review by HR Department

Website Updates and Rollouts

• County Treasurer--more revisions made, awaiting final sign off
• County Clerk -- awaiting sign off

October Rollouts

• Fleet registration
• Online Records Searches
• Online Payment Center for criminal court fines and fees
• Property tax application activated
• Imaging Pilot Project
• JP Court payments via credit card at counter
October 10, 2001

To: Commissioners Court

Through: Ryan Brown
Budget Officer

From: Shannon Brown
Assistant Budget Officer

Subject: CPS Supplement Pay Program

Background
Child Protective Services (CPS) has identified low salaries for caseworkers as an issue hampering the recruitment and retention of employees, specifically in urban areas such as Dallas County. Commissioners Court encouraged CPS and local advocacy groups to address salary issues with the State Legislature and during the 77th Legislature, several improvements were made. All CPS employees will receive a 4% increase, caseworkers will receive an additional 5% increase, and two bills were passed and signed by the Governor to encourage local solutions to CPS turnover problems. Specifically, Senate Bill 961 allows county and city governments to supplement caseworker salaries for employees who provide child or adult protective services.

During the FY2002 budget process, Commissioners Court approved $384,000 for a supplement pay program authorized by Senate Bill 961 for Dallas County CPS employees. The intent of the program is to reduce the vacancy and turnover rates and increase the tenure of CPS staff in Dallas County. Staff has met with CPS representatives to develop the guidelines of the program. The purpose of this briefing is to present these guidelines and obtain Commissioners Court approval for the program.

Operational Impact
The supplement pay program was presented during budget hearings in August was structured as a two-phased payment plan. The first phase was a payment to caseworkers who are currently serving Dallas County. A supplement payment would be paid to employees with one year and three or more years of service. This phase insured that tenured employees were not excluded from the benefit.
The second phase was a payment to caseworkers as they reached their one and three year anniversary of service in Dallas County. The State provides a supplement payment on the two- and four-year anniversary. The effect is that caseworkers in Dallas County will receive a supplement payment in each of their first four years of service. At that time, the proposed payment level was $750-$1,000, did not account for any turnover or vacancies, and assumed all employees would be eligible.

CPS regional officials have refined the proposal and prepared the attached Incentive Pay Program Guidelines (Attachment A) to formalize the payment process. All permanent, full-time Dallas County CPS caseworkers, caseworker supervisors, program directors, and program administrators would be eligible to participate in the program. The program does not include payments for clerical and support staff. CPS is not proposing that the payments be directly linked to performance evaluations of employees. However, only employees who receive a "successful" performance rating on their most recent evaluation will be eligible for the payment.

Eligible employee can be grouped into four categories based on their years of service. The guidelines allow payments:

- to employees who have completed three or more years of service in Dallas County (Group 1),
- to employees who have completed one year of service in Dallas county (Group 2),
- to employees upon the completion of their third year of service in Dallas County (Group 3), and
- to employees upon the completion of their first year of service in Dallas County (Group 4).

The first payments would be disbursed in December 2001 based on service through November 30, 2001. The State has suggested that payments be made at pre-identified six month intervals rather than each month as new anniversaries are reached. The schedule of payments would be:

- December 15, 2001 for employees with one or more than three years of Dallas County service prior to November 30, 2001.
- July 1, 2002 for employees celebrating a one or three year anniversary between December 1, 2001 and June 30, 2002.
- December 31, 2002 for employees celebrating a one or three year anniversary between July 1, 2002 and December 31, 2002.

Concerns have been raised that disbursements could be made on a quarterly basis to avoid a situation where an individual receives a payment and then decides to leave the agency or transfer to another County. The State's plan has a one-time payment for employees who currently have one and three years of experience rather than a quarterly payment. This payment is intended as recognition for prior service and to ensure equity.
The State is proposing a semi-annual payment plan for disbursements as employees reach their one- and three-year anniversaries. This does not mean that the payment will be one-half of the total each six months. Rather, all employees reaching their anniversary date in a six-month period will receive their payment at the end of that period. Employees who are no longer in permanent, full-time positions at the planned disbursement dates will not be eligible for the program. CPS is aware of this concern and plans to track terminations after supplement payments are made. This information will be included with the other performance data used to measure the effectiveness of this plan.

Legal Impact
County salary supplement payments to State-paid caseworkers are authorized by changes to Human Resource Code, Chapter 40 as a result of Senate Bill 961. The only restriction on the payment of a supplement is that employees who move from one County to another are not eligible for the supplement for at least six months. This provision was added to discourage employees from transferring from a County without a supplement program to a County with a supplement program.

Dallas County intends to issue one check to the State several weeks prior to each of the designated times for the appropriate amount based on the actual anniversary dates and service times. The State will then be responsible for including the payment with the employees' regular paycheck and assuring that appropriate deductions are taken and earnings are reported to the Internal Revenue Service (IRS). This arrangement is similar to a salary supplement Dallas County is accepting for certain Juvenile Department positions from the Texas Juvenile Probation Commission.

Financial Impact
The approved FY2002 budget includes $384,000 for the incentive pay program. This estimate was based on a $1,000 gross payment to all employees and did not account for any possible turnover or vacancies. During the budget hearing, speakers in favor of the proposal suggested that vacancies and turnover be accounted for to allow for a potentially higher gross payment amount. Currently, the turnover rate for caseworkers is between 28%-47%. A rate of 20% is used for the purpose of estimating the FY2002 cost. Table I summarizes the cost of the different payment levels that have been proposed based on the current number of employees in each group.

<table>
<thead>
<tr>
<th>Table I</th>
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</thead>
<tbody>
<tr>
<td>Gross Payment Level</td>
</tr>
<tr>
<td>One-time payments</td>
</tr>
<tr>
<td>Group 1 (128 people)</td>
</tr>
<tr>
<td>Group 2 (129 people)</td>
</tr>
<tr>
<td>On-going payments</td>
</tr>
<tr>
<td>Group 3 (23 people)</td>
</tr>
<tr>
<td>Group 4 (59 people)</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>Assume 20% turnover rate</td>
</tr>
<tr>
<td>Estimated Cost</td>
</tr>
</tbody>
</table>
The recommended gross payment level is a combination of $1,200 and $1,500. Supplement payments for employees who have completed or will complete their first year are recommended at $1,200 (Groups 2 and 4). Supplement payments for employees who have completed or will complete their third year are recommended at $1,500 (Groups 1 and 3).

This differential payment plan is recommended to address several issues. First, it rewards employees with longer tenure with higher pay. After employees reach their one-year anniversary, they know that a larger payment is available when they reach their three-year anniversary.

Also, the recommended different payment levels reflect approximately the same percentage of salary. A $1,200 supplement will represent 3% of an entry-level caseworker’s salary. The same percentage for a more tenured employee would be a payment of $1,475. This payment was rounded for $1,500.

Costs will decrease in FY2003 since the one-time payments made to Groups 1 and 2 will not need to be made. Payments will only be made to new employees reaching their one- and three-year anniversaries (Groups 3 and 4). The estimated future annual cost of the incentive program are $98,400-$123,000.

After the 4% to 9% increase for CPS employees provided by the State and the incentive pay program provided by the County, entry-level caseworkers will have an approximate annual salary of $36,500-$38,600. Supervisory positions will have an approximately annual salary of $46,200-$49,100.

For comparison, Juvenile Probation Officers have an average annual salary of $38,500 and supervisors have an average annual salary of $51,400. In the summer, DISD was advertising for teachers with starting salaries of $33,000-$57,000 and signing bonuses of $1,000. While these salary adjustments will not completely close the gap between CPS caseworkers and positions with similar education and skill requirements, they do offer CPS the opportunity to increase tenure and reduce turnover.

**Performance Measures**

CPS data indicates that the average tenure for an entry-level caseworker (caseworker II) is 10 1/2 months. This average improves slightly for the next level of experience caseworkers (caseworker III) to 2 years and 7 1/2 months. As caseworkers gain more experience, they tend to remain with the agency for longer periods of time. Caseworkers IV and V have an average tenure of 9-10 years with CPS. Clearly a program that targets the first three years of a caseworkers time with the agency is appropriate.

The agency’s turnover and vacancy rates also show that entry-level positions are the most troublesome. In FY2001, the turnover rate for caseworkers II and III was 46.8% and 28.7%, respectively. Turnover decreases to the 10%-23% range for more experienced caseworkers and supervisors. The vacancy rates for entry-level caseworker positions were 12.2% and 10.3%. By comparison, vacancy rates for experienced caseworkers and supervisors range from 7.5%-15.6%.
CPS is committed to using these figures as baseline data for the supplement pay program to determine if the program is able to reduce the turnover and vacancy rates and increase the tenure of the Dallas CPS caseworker staff.

**Recommendation**
The Office of Budget and Evaluation recommends that the Incentive Pay Program Guidelines as presented in Attachment A be approved with incentive payments made at $1,200 and $1,500 as described above for an anticipated FY2002 cost of $360,300.
October 10, 2001

To: Members of Commissioners Court

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

Subject: Extension of Contract with Hay Consulting Group

**Background**
On December 19, 2000, Commissioners Court approved the Human Resources/Civil Service Department’s request to extend the contract for the Hay Consulting Group to March 31, 2001, to provide Human Resources consulting to complete the budgeted review of positions and miscellaneous continuing salary and reclassification studies. In August of 2001, Commissioners Court requested the Hay Consulting Group review the scope, methodology and analysis of the Law Enforcement Market Salary Survey for 2001.

This request is to extend the contract through December 31, 2001, in order to pay the August invoice and to provide assistance for the completion of FY 2002 Compensation budget issues.

**Impact on Operations**
Extension of the contract will allow payment of the August invoice from Hay Consulting Group and provide assistance to Human Resources on Fiscal Year 2002 compensation issues.

**Financial Impact**
No additional financial resources are required. Funds from the FY 2001 budget were encumbered and any additional expenses for FY 2002 will be paid from the Professional Services line item of the HR FY 2002 budget.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioners Court approve the extension date of the consulting agreement with Hay Consulting Group to December 31, 2001.

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

501 Main Street
Dallas, Texas
Equal Opportunity Employer

214.653.7638

Q:\Briefings\Hay Contract Extension through 083101.doc
MISCELLANEOUS

1) COMMUNICATIONS AND CENTRAL SERVICES - requests approval for the use of space and parking during the upcoming Constitutional Amendment, City of Dallas and City of Grand Prairie Elections for the dates and times listed below:

<table>
<thead>
<tr>
<th>Date Description</th>
<th>Date Range</th>
<th>Time Range</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early Voting</td>
<td>10/22/01 - 10/26/01</td>
<td>4:30p.m.- 5:00p.m.</td>
<td>Records Bldg., Oak Cliff Sub</td>
</tr>
<tr>
<td>10/27/01</td>
<td></td>
<td>6:30p.m.- 7:00p.m.</td>
<td>Courthouse, &amp;. North Dallas</td>
</tr>
<tr>
<td>10/28/01</td>
<td></td>
<td>2:30p.m.- 6:00p.m.</td>
<td></td>
</tr>
<tr>
<td>10/29/01 - 10/31/01</td>
<td></td>
<td>4:30p.m.- 5:00p.m.</td>
<td>North Dallas</td>
</tr>
<tr>
<td>11/01/01 &amp; 11/02/01</td>
<td></td>
<td>4:30p.m.- 7:00p.m.</td>
<td>Government Center</td>
</tr>
<tr>
<td>Training Class</td>
<td>11/01/01</td>
<td>6:00p.m.- 9:30p.m.</td>
<td>Central Jury Rm</td>
</tr>
<tr>
<td>11/03/01</td>
<td></td>
<td>9:00a.m.- 12:30p.m.</td>
<td></td>
</tr>
<tr>
<td>Supply Pick Up</td>
<td>11/03/01</td>
<td>1:00p.m.- 7:30p.m.</td>
<td>Records Bldg. Foyer</td>
</tr>
<tr>
<td>Election Night</td>
<td>11/06/01</td>
<td>5:00p.m.- until complete</td>
<td>North Dallas Gov't. Center</td>
</tr>
<tr>
<td>Election Night</td>
<td>11/06/01</td>
<td>5:00p.m.- until complete</td>
<td>Health &amp; Human Svcs 8th Floor - 2 each</td>
</tr>
</tbody>
</table>

2) PUBLIC DEFENDER - requests approval to delete the following property reportedly sent to surplus, however no documentation was provided or located:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount/Acquired Date</th>
<th>County I.D. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dictating Machine</td>
<td>$358.98 04/01/80</td>
<td>County #43536</td>
</tr>
<tr>
<td>Transcribing Machine</td>
<td>$365.95 04/01/80</td>
<td>County #43537</td>
</tr>
</tbody>
</table>

3) TAX ASSESSOR-COLLECTOR - requests:

a) approval to pay $4,480 to Jefferson Wells International for 80 hours of services rendered by the Interim Accounting Manager, Court Order 2001-1151, dated June 19, 2001, the amount exceed the approximate 160 hours that was by 56 hours. Funding is available from the Tax Office Budget.
authorization to extend current “Account Temps” accountant to reconcile the Tax Assessor/Collector’s bank accounts at an estimated cost of $11,900 for ten weeks, and to also extend current “Account Temps” clerk to continue analysis and cleanup of tax accounts in the Bankruptcy section at an estimated cost of $8,000 for ten weeks. Funds for the total cost of $19,900 are available within the Tax Assessor/Collector budget in account 01060 (Salaries-Extra Help) to be transferred to account 05590 (Other Professional Fees). Recommended by Office of Budget and Evaluation.

TRAVEL REQUESTS

4) HEALTH & HUMAN SERVICES - requests:

a) Rita M. Moss, M.D. to attend the North Texas State Hospital 2001 Texas Forensic Mental Health Conference (10-30 thru 11-1, 2001) and the Pre-Conference Meeting of Dangerous Review Board (10-29-01) held in Vernon, Texas on October 29 through November 2, 2001 - $528.06 from General Fund 120, Inmate Health Service Dept., Conference Travel Account, FY Budget 2001, (00120.5217.04210.2001).

b) Scott Sawlis to keep abreast of ongoing trends and techniques of ways to prevent and control SLE/West Nile Virus outbreaks in Dallas County. Annual joint meeting between Texas and Louisiana Mosquito Control Association, held in Westlake Louisiana on October 28 through November 1, 2001 - $405.00 from General Fund 120, Environmental Health Dept., Training Account, FY Budget 2002, (00120.5211.02460.2002), and $162.00 from General Fund 120, Environmental Health Dept., Mileage Account, FY Budget 2002, (00120.5211.01080.2002).

c) Sandra Cannon, RN, to attend an Overview of current Regulations at “A Foundation for Safe RN Practices” held in Dallas, Texas on October 19, 2001- $70.00 from Grand 466, Immunization Registry Dept., Conference Travel Account, FY Budget 2002, (00466.08708.02460.2002).

d) Betty Culbreath-Lister to attend the Texas Association of Community Action Agencies, Inc., (TACAA) Fall Conference held in Corpus Christi, Texas on November 14-17, 2001 - $700.55 from Grant 8301, CEAP Dept., Conference Account, FY Budget 2002, (351.8301.2460.2002).
5) **SHERIFF DEPARTMENT** - requests:

a) Stephen Womack to attend an Austin Police Department sponsored Conference regarding the implementation of DNA collection procedures as required in Senate Bill #638 held in Austin, Texas on October 21-22, 2001 in County vehicle with gas credit cards and no other expense to Dallas County.

b) Sgt. Sergio Valladarez, Michael Ramirez, David Guerra, Miguel Hernandez, Maria Chavez, and Chris Sanders to attend the National Latino Peace Officers Association Training and Convention held in Las Vegas, Nevada on October 24-28, 2001 at no cost to Dallas County.

6) **CONSTABLE PRECINCT 4** - requests Jerry Pittman, Jan Rochen, H. Gene Rochen, and Joseph Krizan to attend the State mandated Civil Process School held in Arlington, Texas on November 11-14, 2001 using two County vehicles and no other expense to Dallas County.

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**MISCELLANEOUS EQUIPMENT**

(1)

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>5420</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td>Office Equipment</td>
</tr>
</tbody>
</table>

- 2 - Executive Desks ($1,118)
- 2 - Executive Chairs ($700)
- 4 - Bookcases ($440)
- 8 - Side Arm Chairs ($1,200)
- 8 - Desks ($2,640)
- 12 - Chairs ($2,160)
- 2 - Mid-volume fax machines ($2,000)
- 2 - Postage Meters ($918)
- 8 - Lateral File Cabinets ($3,024)
- 2 - Correcting 48k Electronic Typewriters ($1,060)
- 2 - Tables ($144)
- 2 - Floor Safes ($820)
- 11 - Computers ($20,009)
- 2 - Printers ($1,000)
- 4 - Network Printers ($7,200)
- 2 - Judge Bench Chairs ($950)
- 2 - Side Am Witness Chairs ($300)
- 4 - 7ft. Conference Courtroom Tables ($996)
- 8 - Side Arm Courtroom Chairs ($1,200)
- 12 - Jury Chairs ($1,180)
- 2 - Desktop Dictation Equipment & Recorder ($3,926)

**ESTIMATED COST:** $61,905

**FUNDING SOURCE:** Within Budget
2) **DEPARTMENT:** 4125  
**ITEMS:** 95th Civil District Court  
**ESTIMATED COST:** Desk $330  
**FUNDING SOURCE:** Contingency, Furniture & Equipment  
**EXPENDITURE SOURCE:** 00120.4125.02090.2002 (General Fund, 95th Civil District Court. Property Under $5,000, FY2002)  
**PROPOSED ACTION:** The 95th Civil District Court is in need of a desk for its contract court reporter. In the previous fiscal year, the court utilized a salaried court reporter, who owned her own furniture. This employee took her furniture upon her departure at the end of FY2001. The contract court reporter currently working is in need furniture for her office. Recommended by the Office of Budget and Evaluation.