DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

February 18, 2003

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FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

- Minister’s Letter of Appreciation

DATE(s) TO REMEMBER

Legislative Briefing – Friday, February 21, 2003 @ 9:30 a.m., Commissioners Courtroom
TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
Health and Human Services
DATE: February 18, 2003
SUBJECT: EMERGENCY MOSQUITO CONTROL PLAN INTERLOCAL AGREEMENT

BACKGROUND
The Emergency Mosquito Control Plan was approved in Commissioners Court on May 13, 1997, Court Order No. 97-1735. The Plan consists of an Interlocal Agreement between Dallas County Health and Human Services and surrounding cities for combating an outbreak of St. Louis Encephalitis (SLE). The City of Mesquite is requesting to be added to the Emergency Mosquito Control Plan in the event of a mosquito infestation outbreak.

IMPACT ON OPERATIONS
There is no impact to Dallas County.

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

FINANCIAL CONSIDERATIONS
The County will bill the City for the actual cost of the aerial application upon completion of the application or on a monthly basis based upon actual City funded work performed during the month, as described in Exhibit "A". City agrees to pay such billing within thirty (30) days or receipt of billing.

PROJECT SCHEDULE
The services provided shall begin March 4, 2003 and shall terminate upon the completion of the aerial spraying and aerial spraying contract.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Emergency Mosquito Control Plan Interlocal Agreement between Dallas County Health and Human Services and the City of Mesquite, and authorize the County Judge to sign the agreement on behalf of Dallas County.

Recommended by: [Signature]
Betty Cupbreath-Lister, Director

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

WHEREAS, The City of Mesquite hereinafter called "City" and the County of Dallas, Texas, hereinafter called "County," desire to enter into an Interlocal Governmental Agreement to combat an outbreak of St. Louis Encephalitis (SLE); and

WHEREAS, Chapter 791 of the Texas Government Code, provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, it is a governmental function for County and City to control mosquito infestation by aerial spraying for the health, safety and welfare of the citizens of City and County; and

WHEREAS, such action has been determined to be in the best interest of the community under the Dallas County Health and Human Services County Wide Emergency Mosquito Control Plan;

NOW THEREFORE, THIS CITY – COUNTY AGREEMENT is hereby made and entered into by the "City" and "County" upon and for the mutual consideration stated herein:

WITNESSETH

1.00 TERM. This agreement becomes effective upon the date of execution by the party whose signing constitutes final and full execution (the "Effective Date") and shall terminate upon the completion of the aerial spraying for mosquito control and termination of County aerial spraying contract. Obligations of the City to fund and pay as described herein shall survive any termination.

2.0 AERIAL SPRAYING. City agrees to participate in the EMERGENCY MOSQUITO CONTROL PROGRAM of aerial spraying of insecticides or chemical having an approved label and registration number from the Environmental Protection Agency by aircraft upon the determination of an EMERGENCY condition regarding mosquito infestation or outbreak of St. Louis Encephalitis. City agrees to pay the cost of aerial application as determined by the number of acres to be sprayed multiplied times the spraying cost per acre, as shown on Exhibit "A," attached hereto and incorporated by reference, as its fair share of the protection of its citizens.

3.00 FUNDING. City agrees to fund, from current revenue, the cost of such aerial application as described in Exhibit "A" and shall encumber such amount prior to award of
the County aerial spraying contract. City will certify to County in writing that such funds are approved, encumbered, and available for payment of City funded items at the time this contract is executed and delivered to County.

Subsequent to the aerial spraying, County shall request financial assistance for the cost of the program from the (TDH) Texas Department of Health and (FEMA) Federal Emergency Management Agency. In the event that such funds are received they will be distributed to the County and Municipalities/Cities on a prorated basis based on the total number of acres sprayed within each.

4.00 PAYMENT. The County will bill the City for the actual cost of the aerial application upon completion of the application or on a monthly basis based upon actual City funded work performed during the month, as described in Exhibit "A". City agrees to pay such billing within thirty (30) days of receipt of billing. Upon completion of the project, County will do a final cost accounting of City funded items. In the event that the amount paid by City exceeds the actual cost of city funded items, the difference will be remitted to City. In the event that additional funds are due for City funded items, County will bill City who agrees to fund and pay such amount within thirty (30) days of receipt of such billing.

5.00 COUNTY SERVICES. County hereby agrees to provide for advertisement through County Purchasing Department, for bids and award of contract for aerial application of insecticides and to provide for contract administration.

6.0 INDEMNIFICATION. Indemnification is as follows:

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

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

City and County agree that any liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

7.00 AGENCY. County and City agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this agreement.
8.0 MISCELLANEOUS

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

To County
County of Dallas
Director of Health and Human Services
2377 North Stemmons Freeway, Suite 600
Dallas County, Texas 75207-2710

To City
Ted Barron, City Manager
City of Mesquite
Post Office Box 850137
Mesquite, Texas 75185-0137

Either party may change its address for notice by giving the other party written notice thereof.

8.02 ASSIGNMENT. This Agreement may not be assigned or transferred by any party without the prior written consent of the other party.

8.03 BINDING AGREEMENT; AUTHORITY; PARTIES BOUND. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. That each person executing this agreement on behalf of each party represents and warrants that they have full right and authority to enter into this agreement.

8.04 AMENDMENT. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

8.05 APPLICABLE LAW. This agreement shall be expressly subject to City’s Governmental Immunity and County’s Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE and all applicable federal and state law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either City or County shall lie in Dallas County, Texas.

8.06 NUMBER AND GENDER. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

8.07 EFFECTIVE DATE. The Effective Date of this Agreement shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
8.08 **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.09 **SEVERABILITY.** In the event that 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 of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

The City of **Mesquite** has executed this Agreement pursuant to duly authorized resolution/minutes ____________________________, and the County of Dallas executed this Agreement pursuant to Commissioners Court Order No. 97-1735_________on this the _______ day of ______________, 2003.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number 97-1735 and passed on the 2nd day of September, 1997.

**COUNTY OF DALLAS**  
Date __________________________

**BY:** Margaret Keliher  
Dallas County Judge  
Date __________________________

**RECOMMENDED:**

**BY:** Betty Culbreath-Lister  
Director  
Date __________________________

**APPROVED AS TO FORM:**

**BY:** Janet R. Ferguson  
Chief, Civil Section  

4
CITY OF MESQUITE, TEXAS

BY: Ted Barron, City Manager
City of Mesquite

Date

APPROVED AS TO FORM:

City Attorney

Date
EMERGENCY MOSQUITO PROGRAM INTERLOCAL AGREEMENT APPROVAL FLOW CHART

Commissioners Court Approval Program and Draft Contract

Municipality/City Review and Comment (Draft Interlocal Agreement)

Municipality/City Formal Approval of Interlocal Agreement

Declaration of Emergency

Cost Determined. Contract Completed and Forward To Municipality/City for Approval

Approval of Contract by Commissioners Court

Aerial Spraying by County Contractor
EXHIBIT “A”

The following Company, _______________________________ has entered into a contract with the County of Dallas to provide aerial spraying services of insecticides or chemicals for the control of mosquito populations at a cost of $ ______ per acre sprayed. Aerial spraying contractor and County of Dallas has agreed that the total number of acres to be sprayed under this interlocal agreement is ______ acres. The cost of aerial spraying is therefore the cost per acre of $ ________ times the number of acres, _________ _________ acres for a cost of $ ______________.
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

DATE: February 18, 2003

SUBJECT: CITY OF DALLAS (BIOTERRORISM DETECTION AND RESPONSE SERVICES) SUPPLEMENTAL AGREEMENT NO. 2, COUNCIL RESOLUTION NO. 03 - 0138

BACKGROUND

Dallas County Health and Human Services (Bioterrorism Detection and Response Services) has received the City of Dallas Supplemental Agreement No. 2 to the General Fund Interlocal Agreement between the City of Dallas and Dallas County Health and Human Services to reallocate funds, and extend the existing contract, as authorized by Council Resolution No. 03-0138. The effective term of this contract has been extended to October 1, 2001 through May 31, 2003.

OPERATIONAL IMPACT

There is no impact on operations.

LEGAL IMPACT

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

FINANCIAL IMPACT

This supplemental agreement deletes $4,695 from the category of salaries and adds $4,545 to the category of fringe benefits, and $150 to the category to equipment. There is no financial impact to Dallas County.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the contract with the City of Dallas (Bioterrorism Detection and Response Services) Supplemental Agreement No. 2 to the General Fund Interlocal Agreement to reallocate funds and extend the existing contract as authorized by Council Resolution No. 03-0138, and authorize the County Judge to sign the contract on behalf of Dallas County.

Recommended by:  
Betty Culbreath-Lister, Director

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

SUPPLEMENTAL AGREEMENT NO. 2  
TO INTERLOCAL AGREEMENT  

THIS SUPPLEMENTAL AGREEMENT 2 to that certain Interlocal Agreement (the "Contract") by and between the City of Dallas, a Texas municipal corporation (the "City"), and Dallas County Department of Health and Human Services, a political subdivision of the State of Texas (the "Contractor"), evidences the following:

1. The Statement of Services of the Contract is revised as follows:

   Exhibit A, Page 1 of 1.

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

   The term of this contract is extended to May 31, 2003.

3. The Contract is further amended as follows:

   Exhibit C - Page 1 of 2, Request for Payment

4. The Contract payment provisions are revised as follows:

   Funding added by this supplemental agreement: $0.00
5. 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 Supplemental Agreement 2 shall be construed together as a single contractual agreement.

Executed as of this ____ day of ______________, 2003, by the City acting through its City Manager, duly authorized by City Council Resolution No. __________, effective ________________, and by Contractor, acting through its duly authorized officials.

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 Department of Health and Human Services

BY
Director

RECOMMENDED BY DIRECTOR:

Karen D. Bradford, Director
Environmental and Health Services Department

BY
County Judge

APPROVED AS TO FORM:

________________________
District Attorney

Supplemental Agreement 2
Biological Terrorism Response Plan
Exhibit A

Dallas County Department of Health and Human Services
U. S. Department of Health and Human Services
Public Health Services Grant

Statement of Services

The risk to the citizens of Dallas from communicable disease and biological warfare agents has increased significantly with the heightened international unrest and the threat of bio-terrorism. There is a need for enhanced surveillance to detect and monitor a potential bio-terrorist event.

The City of Dallas currently contracts with Dallas County Department of Health and Human Services to serve as the designated Health Authority for the City of Dallas and perform all duties as prescribed by the Texas Health and Safety Code. The City of Dallas also contracts with Dallas County to fund an Epidemiologist position responsible for contacting physicians and hospitals county-wide to identify and record the number of new cases of HIV and AIDS.

The County will expand its Communicable Disease Surveillance and Control Division with the addition of a statistician position to strengthen bio-chemical detection notification. The staff person will report statistical and risk data to the Centers for Disease Control and Prevention, Texas Department of Health, and local health departments as required by state and federal law.

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<td>Benefits</td>
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<tr>
<td>Equipment</td>
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<td>Total</td>
<td>$32,850.00</td>
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# U. S. Department of Health and Human Services
## Public Health Services Grant
### Request for Payment

**Contractor:** Dallas County Department of Health and Human Services  
**Address:** 2377 Stemmons Freeway, 2nd Floor, Dallas, Texas 75207-2017

<table>
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<th>Cost Categories</th>
<th>Budgeted Amount</th>
<th>Expenses This Period</th>
<th>Cumulative Year-To-Date Total</th>
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<td>Staff Salary</td>
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<td>Benefits</td>
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### II. Total Not to Exceed Contract Amount

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<tr>
<td>Payments Received to Date</td>
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<tr>
<td>Payments in Transit</td>
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</table>

**Total Contract Payments to Date:** $ __________

**Funds Remaining:** $ __________

### III. Program Income/Fees

**Amount Collected YTD:**

**CERTIFICATION**

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

Signature: ____________________________

Date: __________

Payment Authorized:  
[ ] Yes  [ ] No  

Date: __________

Exhibit C, Page 1 of 2
ADMINISTRATIVE ACTION
See Administrative Directive 4-5 [Sections 6 Through 11] for Additional Guidelines and Routing

1. Place an "X" in the appropriate box, complete and submit this form for the approval of:
   a. Low bid contracts of at least $15,000 but not more than $50,000.
   b. Change orders for low bid contracts: $15,000 or less (may not increase original contract place by more than 25%).
   c. Professional/Personal/Planning/Other Service contracts: $15,000 or less.
   d. Amendments to non-bid contracts: $15,000 or less, per City Code Sec. 2-37.1.1.
   e. WRR-FM expenditures: $50,000 or less per City Code Sec. 2-79 (c) of the City Code.
   f. Other (explain here or on attachment)

2. Attach all supporting documents including bid information as required.

3. Any Administrative Actions to this vendor for this service/commodity in the last 12 months? YES NO
   (If YES, attach explanation) (Also, if the total for the current fiscal year exceeds $15,000, Council approval is required.)

VENDOR NAME: Dallas County Department of Health and Human Services
SUBJECT: Bio-terrorism Detection
DEPARTMENT: Environmental & Health Svcs.

ACTION REQUESTED
Request approval of Supplemental Agreement No. 2 to the U. S. Department of Health and Human Services Public Health Services Grant between the City of Dallas and Dallas County Department of Health and Human Services for the provision of surveillance to detect and monitor a potential bio-terrorist event. This supplement will extend the term of the contract through May 31, 2003 and revise the budget.

October 1, 2001 to May 31, 2003

BACKGROUND
On December 12, 2001, City Council approved, by Resolution No. 01-3678 authorized a contract with Dallas County Department of Health and Human Services for enhancement of bio-terrorism detection and response services available from a grant awarded to the City of Dallas from the United States Public Health Services.

FUNDING
FUND
AGY.
ORG.
ACTV.
OBJ.
JOB
ENCUMBRANCE VENDOR NUMBER
NUMBER
AMOUNT

NON-FINANCIAL

0.00

PROJECT NO.: ____________  COMMODITY CODE: ____________

FINANCING:

CHANGE ORDER DATA
Change Order No. Original CR/AA No.
Original CR/AA Date Original CR/AA Amount
Total of Previous Change Orders
Change Amount Including this Order
Total Change Order Percentage

MWBE INFORMATION
Place an X in the appropriate boxes:
African-American Hispanic
Caucasian: Female Male
Other Minority (Asian-Pacific, Asian-American, Native American)
MWBE Certification No.

COORDINATION

APPROVAL
Approved as being in accordance with the Budget and Chapter 2 of the Dallas City Code.

Original-City Secretary Copy 1-City Controller Copy 2-Budget & Mgmt Svcs Copy 3-Initiating Department Copy 4-Office of Minority Business Opportunity
MEMORANDUM

Date: February 12, 2003

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director of Juvenile Services

Subject: Request for Allocation of Proceeds from GNMA Certificates

Background of Issue

The Juvenile Department recently learned from Rick Loessberg, Director of Planning and Development, about the availability of approximately $900,000 from the sale of GNMA ("Ginnie Mae") certificates that had been associated with 1998 and 1990 mortgage revenue bonds. Mr. Loessberg was aware that the Juvenile Department has been seeking funding to support housing-related initiatives. The department had submitted a proposal two years ago for HUD funds that were allocated to Dallas County, but the proposed program did not meet the guidelines for the specific funding source at that time. It is Mr. Loessberg's opinion that the allowed use of the GNMA revenue is much broader and would encompass the activities proposed by the Juvenile Department. The purpose of this briefing is to request that Commissioners Court allocated $200,000 from the GNMA revenue to the Juvenile Department for housing-related initiatives to benefit juveniles served by the department and their families.

Impact on Operations and Maintenance

The Juvenile Department proposes to use the requested funds to develop programs targeting two populations of youth: those in need of independent/transitional living services and youth participating in community-based family preservation programs.

Transitional/Independent Living

Each year, between 650 and 700 youth are discharged from long-term residential placement and return to the community. Approximately 10% of these youth are in need of transitional/independent living services to assist them in a step down transition from residing in a treatment facility to living independently in the community. These youth are completing their court ordered supervision, at or near their 18th birthday and have limited (or often no) parental support. Upon completion of their court ordered supervision many are released into the community without the proper skills to live independently and achieve success in the community. Some of these youth have to remain in long term placement (as the county continues to pay for services) in order to address these particular needs. Transitional/independent living services are needed to assist them in the transition and equip them to become productive and successful members of society. The department has been actively working to develop services for this specialized population of youth. Initiatives underway include:
Partnership with Gulf Coast Trades Center on a grant funded by the Work Source of Dallas to pay 50% of the residential placement cost of youth placed in Gulf Coast's vocational program and to provide a caseworker to assist youth in securing employment upon their return to the community.

Joining the Target: Kids in Court initiative in developing a transition resource center to coordinate services for youth aging out of the CPS and juvenile justice systems.

Recruiting additional foster homes to provide transitional living services.

The GNMA revenue funds would allow the department to augment these existing initiatives. Funds would be used for a variety of purposes, including deposits and short-term rental assistance for youth in independent living situations, initial enrollment costs for longer-term vocational programs (registration fees, books, etc), and other specialized support services.

Family Preservation Programs

The department continues to expand the use of family preservation programs (FPP's) as a cost-effective alternative to long-term residential placement. FPP's provide intensive services that target family conflicts, assist parents/guardians in developing more effective strategies for managing their youth's behaviors, advocating for youth in school, and generally assisting families in accessing community-based resources. These youth and their families are receiving intensive services in the home and are not eligible to participate in these programs without the parents' participation and availability of a home for the youth. FPP services are provided through three contract providers and the department's own programs, including the highly intensive Special Needs Unit. Approximately 100 youth are receiving FPP services at any time. The Juvenile Department has found (during the provision of services to youth and their families) that many families experience difficulties with sustaining employment and consequently cannot keep housing and other basic living responsibilities current. Subsequently, many families served by the FPP's experience unemployment, financial crisis, and a lack of stability in the home environment. The department refers families to community resources and providers in an attempt to assist in bringing stability to the home in order to effectively continue with the plan of service for each youth and family. However, these referrals are not always fruitful and many youth remain in crisis and at risk of losing their homes while under the supervision of the department. Their compliance with conditions of probation becomes compromised at times due (indirectly) to the status of the youths' basic living situation.

The GNMA revenue would be used to assist youth and their families who are being evicted from their home or are subject to a disruption in utility service and have no subsequent residence, resources nor outside support. Financial assistance will encompass short term subsidies (no more than 90 days) to resolve delinquent rent and utility charges for families that have received eviction/termination notices, security deposits or first month's rent to permit a homeless family to move into its own apartment, and mortgage payments to prevent foreclosures on a home. It will be the joint responsibility of the FPP caseworker and assigned probation officer to confirm that all potential resources have been exhausted.
before providing assistance with the GNMA funds. Funds would not be paid directly to youth or families. Payments would be made to landlords, utility companies, or other providers on behalf of the youth and families.

Legal Impact

If the Court allocates these funds, the Juvenile Department will develop more formal and specific guidelines for the use and dispersal of the funds. These guidelines will be presented for Juvenile Board and Commissioners Court approval. The guidelines will be developed based on projections that allow the funds to last for up to two years.

Fiscal Impact

The Juvenile Department requests the allocation of $200,000 from the GNMA revenue to implement the proposed housing-related activities. The department will not need any additional staff or any other resources to implement the proposed activities.

Performance Measures

The Juvenile Department will track the number of youth and families assisted with the GNMA funds and provide details on the type of assistance provided (rent, utilities, educational, etc.).

Project Schedule Implementation

If the Court approves the allocation of the GNMA funds to the Juvenile Department, formal guidelines for distribution of funds will be presented to the Juvenile Board for approval at the February 24, 2003 meeting and for Commissioners Court approval thereafter. It is expected that funds would be available for dispersing on behalf of eligible families on or around April 1, 2003.

M/WBE

Not applicable to this briefing.

Recommendation

It is recommended that the Dallas County Commissioners Court allocate $200,000 in GNMA revenue to the Juvenile Department to provide housing-related assistance to eligible youth and their families.

Recommended by: 

Michael K. Griffiths, Director
February 12, 2003

To: Members of Commissioners Court

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

Subject: HIPAA Seminar Attendance

Background
The U.S. Department of Health and Human Services is holding the National Conference on the HIPAA Privacy Rule at the Hyatt Regency O'Hare in Chicago on Sunday, March 2, 2003. This conference is designed to provide an unprecedented opportunity to hear from and interact with officials who developed the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and will be responsible for interpreting and enforcing the rule.

The Human Resources/Civil Services Department and the Civil District Attorney's Office have responsibility for interpreting the new rule for Dallas County and implementing a Program that will be compliant with the rule. The County's Privacy Official and the Assistant District Attorney assigned to monitor and assist departmental planning for HIPAA compliance should attend the National Conference.

Impact on Operations
By providing the operational and legal planners the opportunity to hear and question the federal HIPAA officials on interpretation of the rule and implementation requirements, the County's approach to efficient compliance will be enhanced.

Financial Impact
The cost for two people attending the conference is $360.00. Travel is estimated at $1,000.00. The cost for the conference and travel will be paid from the Benefit Trust.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve travel for one Human Resources/Civil Service Department employee and one Civil District Attorney Office employee to attend the National Conference on the HIPAA Privacy Rule at the Hyatt Regency O'Hare in Chicago on Sunday, March 2, 2003 and authorize payment of the conference and travel expenses from the Benefit Trust.

Recommended by: Mattye Mauldin-Taylor, Ph.D.

509 Main Street, Room 101
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638
February 12, 2003

To: Members of Commissioners Court

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

Subject: Policy Exception – Vacation Leave Termination Benefits – 304th District Court

Background
The Honorable Hal Gaither, retired judge of the 304th District Court, requests an exception to the Vacation Leave policy to pay his former court coordinator vacation benefits lost as result of the new administration, effective January 1, 2003. The court coordinator had 200 hours of unused vacation time upon termination on December 31, 2002. Records indicate the employee had used 108 hours of sick leave and approximately 56 hours of vacation time during the 2002 calendar year, with most of this time occurring around Memorial Day. The Judge is requesting an exception for the reasons outlined in the attached memo.

During calendar year 2001, Judge Gaither’s court coordinator made the Auditor’s Office aware of both of their impending retirements. Because she was a category A employee, she was told at that time that all vacation time must be taken prior to the end of the elected official's term or it would be forfeited. Section 82-383(b) of the Dallas County Code states that “employees shall not be entitled to vacation pay upon termination if such payment will cause the encumbrances of the position to carry over into the term of office of an incoming elected official.”

Operational Impact
Approval of this request will set a precedent and may require a policy change for future similar circumstances.

Financial Impact
The cost associated with this request (including FICA and retirement) is approximately $5,740.

Recommendation
The Human Resources Department does not recommend approval of this request because it does not comply with Section 82-383(b) of the Dallas County Code regarding the payment of vacation accruals at termination. However, the Human Resources/Civil Service Department respectfully submits this request to Commissioners Court for further consideration.

Recommended by: Mattye Mauldin-Taylor, Ph.D.

Attachment -- Memo from the Honorable Senior Judge Hal Gaither

509 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer 214.653.7638
February 2, 2003

Honorable Dallas County Commissioners Court
411 Elm Street
Dallas, Texas 75202

Attention: Allen Clemson

Re: Payment for unused vacation time for Dorothy Corley, former court coordinator for the 304th District Court.

Dear Mr. Clemson:

Please ask the Commissioners Court to approve payment to Dorothy Corley for her unused vacation time. On December 31, 2002, Mrs. Corley had accumulated 200 hours of vacation time which she could not use. She should be paid for her unused vacation time for the following reasons:

1. I asked Mrs. Corley to be on the job during the month of December to be available to train the new judge’s staff.
2. Mrs. Corley saved the county approximately eight hours of court time per week by handling the court’s pretrial hearings which were used for scheduling contested trials.
3. Mrs. Corley was essential to the smooth transition of the court for the new judge.
4. Mrs. Corley was a loyal and faithful employee who was always willing to spend whatever time was necessary to complete her assigned tasks and often went above and beyond her duties if needed to keep the court running efficiently.
5. Mrs. Corley should be penalized for spending additional time to insure she was available to assist in the transition.

I have spoken with Judge Sholden about this matter. He favors paying Mrs Corley for her unused accrued vacation time if such payment would not affect his coordinator in any way. He does not wish to have his coordinator penalized with a later date of employment, a loss of vacation time credit, nor a loss of pay because of the “cannot pay two employees in the same position” rule.

I have been assured by the auditor’s office that the current coordinator would not
be affected if the Commissioners Court found that Mrs. Corley's services were essential and that it was impractical for her to take all of her accrued vacation prior to December 31, 2002. I respectfully ask the court to so find and I request that Mrs. Corley be paid in full for her unused accrued vacation time of 200 hours.

Thank you for your consideration.

Respectfully submitted,

[Signature]

Harold C. Gaither, Jr.

Cc:  Judge John Sholden
     Dorothy Corley
February 12, 2003

TO: The Honorable Commissioners Court
FROM: Gloria Reyes, Buyer
SUBJECT: ANNUAL CONTRACT FOR PRE-SORT MAILING SERVICES
BID #2002-064-1083

BACKGROUND/ISSUE

On January 22, 2002, the Dallas County Commissioners Court awarded the Annual Contract for Pre-sort Mailing Services to Save On Mail for the period February 1, 2002 through January 31, 2003 and on December 17, 2002 authorized a twelve month extension to the contract. This contract provides for applying bar codes, pre-sorting, and pick up and delivery of mail. The bid specifications included a requirement for workers compensation or self insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code. Save On Mail has stated they are unable to provide worker’s compensation due to the cost involved. The Auditor’s Office has been withholding payment of $1,699.74 since December 2002 pending compliance with the insurance requirements. In addition, the Communications Department has since received two invoices for December & January totaling $2,278.50.

The Purchasing Department has contacted the other four companies who bid on this contract and none of them have Worker’s Compensation Insurance for their employees nor would they be willing to obtain this coverage to be awarded the contract.

Save On Mail has subcontracted with US Courier effective February 10, 2003 to pick up mail from Dallas County and deliver it to their facility for the duration of this contract. US Courier is the County’s current vendor for Delivery and Courier Services. The Purchasing Department, in cooperation with the District Attorney’s Office, is assisting in securing Affidavit’s from all employees of Save On Mail for the period prior to February 10th.

RECOMMENDATION

The Purchasing Department recommends that the Commissioners Court authorize waiving the Worker’s Compensation Insurance requirement from Bid 2002-064-1083 and that the Auditor’s Office be authorized to immediately release all payments to Save On Mail.

Should the Court concur with this recommendation a Court Order will be submitted for the February 25th agenda.

Recommended for Approval:

Phillip J. Vasquez, Purchasing Director

C: Margaret Anderson, Communications & Central Services
    Virginia Porter, Auditor’s Office
    Zahoor Elahi, Save On Mail
February 18, 2003

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Downtown Parks Master Plan

**Background**

On October 1, 2002, the Commissioners Court was briefed on the idea of preparing a "Downtown Parks Master Plan." The City of Dallas is in the process of preparing this plan and has asked that other stakeholders including Dallas County, DART, and private property owners participate in this project. Specifically, the County has been asked to participate because of the planned redevelopment of two plaza blocks. Attached is a copy of the October 1, 2002 briefing.

**Operational Impact**

This project will look at park and open space needs throughout the Dallas Central Business District. It will provide the County with an opportunity to participate in this planning process.

**Financial Impact**

The County is being asked to pay $10,000 as its share of this project. The specific funds have been appropriated for this work. Funds are available in Unallocated Reserves (Account No. 120.9950.09110.2003).

**Legal**

The attached interlocal agreement has been drafted to enable the County to participate in this project.
Recommendation
Staff recommends approval of the attached interlocal agreement with the City of Dallas to participate in the "Downtown Parks Master Plan" project and to expend $10,000 as the County's share of this work. If the Court concurs, a Court Order will be prepared for next week's agenda.

Recommended by

[Signature]

Dan Savage, Assistant Administrator for Operations
To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Request for Participation in Downtown Parks Master Plan

October 1, 2002

Background
I serve as the Dallas County’s representative on the “Inside the Loop” Committee. This group has been studying a variety of issues relating to strategic planning and economic development of the Dallas Central Business District. The area “Inside the Loop” has a tax base of roughly $4,000,000,000. It provides a significant source of tax revenues for Dallas County, the City of Dallas, DART, and DCCCD. One of the issues being examined by the “Inside the Loop” committee is the importance of park development and green space in the downtown area. To facilitate this effort the committee is supportive of the concept of the preparation of a Downtown Parks Master Plan. This work is estimated to cost roughly $360,000. This Dallas Parks and Recreation Department is committed to funding half of this cost. The Downtown Improvement District is committed to funding $50,000. To complete the funding requests are being made to other public and private stakeholders to provide funding as well as participation in the planning process. Attached is a draft of the proposal for the Downtown Parks Master Plan. Robert Decherd, CEO of Belo Corp. is the chairman of the “Inside the Loop” committee. He is coordinating the effort to raise funds from both public and private stakeholders. Dallas County is being asked to consider committing $10,000 to the funding of this work. Similar requests are being made of DART and DCCCD.

Operational Impact
The request is for both funding and oversite participation in the planning process. A steering committee made up of elected officials and other key stakeholders will oversee the process. The draft proposal contemplates the County Judge serving as the County’s representative on the steering committee.
The master plan work will cover the entire downtown area. It will include coordination with Dallas County's initiatives involving the two plaza blocks, plus the surrounding county buildings.

**Financial Impact**
The funding request of Dallas County for this effort is $10,000. No funds have been budgeted to meet this request. If the Commissioners Court is interested in funding this request, I will work with the Budget Office to identify a funding source.

**Legal**
If Dallas County participates in funding this request, an interlocal agreement will have to be developed with the City of Dallas.

**Recommendation**
I recommend that Dallas County participate in the funding and development of a Downtown Parks Master Plan and that funds in the amount of $10,000 be allocated for that purpose.

Recommended by

Dan Savage, Assistant Administrator for Operations

cc: Allen Clemson

Attachment
VIA FAX

September 24, 2002

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

Dear Dan:

Per your discussion with Robert, enclosed is your copy of the draft for the Proposal for Landscape Architecture, Planning, and Architecture for Downtown Parks Master Plan.

We appreciate your consideration of our request for $10,000 to support this important plan. Please call me at 214-977-6619 if you have any questions.

Sincerely,

[Signature]

RAS/lfg

Enclosure
August 27, 2002

Proposal for
Landscape Architecture, Planning, and Architecture
For
Downtown Parks Master Plan
Dallas, Texas

This proposal is for Landscape Architectural/Planning/Architectural design and consulting services by Carter & Burgess, Inc. for the City of Dallas Park and Recreation Department (the Owner). Carter & Burgess will be joined by Hargreaves Associates and Chan Krieger & Associates to comprise the project team. The Owner has identified a Steering Committee to work with the project team throughout the master planning process. The Steering Committee will consist of the following organizations, represented by their leadership: Central Dallas Association, David Biegler; Dallas Park and Recreation Board, Dianne Curry; Inside the Loop 2003 Committee, Robert Decherd; Dallas County, Judge Lee Jackson; DART Board, Robert Pope; Dallas County Community College District, Kitty Boyle; Greater Dallas Planning Council, Dennis Wilson. Additionally, various meetings and/or presentations during the project will be scheduled and coordinated by staff from The Dallas Plan.

1.0 SCOPE

Carter & Burgess, Inc. (Consultant) scope shall consist of master planning the downtown CBD parks to provide site selection and physical planning for new urban parks, open spaces, plazas and other green spaces in downtown. This scope is based upon several discussions in previous meetings with City representatives and a preliminary scope of work as provided by the Owner to the Consultant, June 13, 2002.

1.1 This proposal includes the following program elements to be considered in the Downtown Parks Master Plan:

1.1.1 Potential sites for large downtown open areas/green spaces; potential sites for urban parks, plazas and off-leash parks; potential for development under and over freeways; and potential underground parking areas.

1.2 Phases of work shall consist of Graphic Analysis & Documentation; Community & Stakeholder Input; Site Selection, Physical Planning & Site Programming; and Final Presentations & Deliverables.
2.0 BASIC SERVICES

The Consultant services shall consist of four (4) phases described in Paragraphs 2.1 through 2.4 as follows:

2.1 Graphic Analysis & Documentation

2.1.1 Consultant will prepare a digital base map of the downtown area. It is assumed that no digital base map will be provided by the City from previous studies. Consultant will provide graphic documentation from research information provided by the City of Dallas and/or the Central Dallas Association for the following:

A. Existing land uses in downtown Dallas:
   1. Governmental/Institutional
   2. Commercial/Office
   3. Educational
   4. Hotel/Lodging
   5. Retail/Restaurant
   6. Transportation
   7. Cultural/Entertainment
   8. Residential/Housing
   9. Parking
      • Surface lots
      • Structured garages (above grade and underground)
   10. Open space
       • Public
       • Private

B. Proposed/planned projects:
   1. Residential/Housing
   2. Retail/Restaurant
   3. Cultural/Entertainment
   4. Commercial/Office
   5. Governmental/Institutional

C. Permanent residential population:
   1. Current
   2. Future

D. Pedestrian routes between the Dallas Convention Center and downtown hotels
E. Tourist attractions/destination sites

2.1.2 Consultant will synthesize above information into graphic presentation of issues, opportunities, and constraints, concerning existing and potential downtown parks, open spaces, and linkages.

Consultant will provide comparative evaluation of downtown Dallas to other select urban cores to help illuminate positive precedents for development of downtown Dallas' open space network.

2.2 Community & Stakeholder Input

2.2.1 Consultant will attend one (1) preliminary input meeting with the Steering Committee and the Inside the Loop 2003 Committee.

2.2.2 Consultant will attend one (1) community "kick-off" meeting which will be scheduled and coordinated by The Dallas Plan.

2.2.3 Consultant will attend four (4) progress review meetings during the master planning process with the Steering Committee and/or the Inside the Loop 2003 Committee.

2.3 Site Selection, Physical Planning and Site Programming

2.3.1 Consultant shall study and identify three (3) different sites for large (8-10 acres) downtown open areas/green spaces/downtown recreation center, including opportunities for underground parking.

2.3.2 Consultant shall study and identify multiple sites (3 - 5 sites) within the downtown core for smaller urban parks, plazas, and off-leash parks, including opportunities for development under freeways as well as opportunities for "park decks" over freeways.

2.3.3 Consultant shall provide physical planning, based upon site programming and context analyses, for the following selected sites. Planning/programming opportunities and recommendations will be represented in physical study models and presentation drawings.

A. One (1) large downtown open space, based upon the selected site.

B. One (1) downtown core urban park, based upon the selected site.
2.3.4 Consultant shall prepare the following items for the selected large downtown open space and the selected downtown core urban park.

A. Preliminary construction budget estimates (including environmental remediation and demolition if required) and total development costs.

2.4 Final Presentations & Deliverables

2.4.1 Consultant will attend the following final presentations:

A. One (1) presentation to the Steering Committee. (Projected for a Wednesday morning.)

B. One (1) presentation to the Inside the Loop 2003 Committee. (Projected for the same Wednesday evening.)

C. One (1) presentation to the Park and Recreation Board. (Projected for the following Thursday morning.)

D. One (1) presentation to the Downtown Residential Community, to be scheduled and coordinated by The Dallas Plan. (Projected for the same Thursday evening.)

E. One (1) presentation to the Dallas City Council.

2.4.2 Consultant will provide the following deliverables at the completion of the project:

A. Final written and illustrated report – 100 bound copies.

B. Large format graphic presentation materials.

C. One (1) final PowerPoint presentation

3.0 CONSULTANT TEAM

The Consultant team shall include:

Carter & Burgess, Inc.; Prime consultant, not MWBE Certified

Hargreaves Associates; Landscape Architecture/Planning, not MWBE Certified

Chan Krieger & Associates; Planning/Architecture, not MWBE Certified
4.0 FEES

4.1 Basic Services

For the Basic Services outlined above, the Owner agrees to pay Consultant a fee of Three Hundred Fifty-Nine Thousand One Hundred Fifty-Four Dollars and No/100 ($359,154.00) to be billed monthly as a percentage of the work completed. The fee is broken down as follows:

- Graphic Analysis & Documentation $ 70,214.00
- Community & Stakeholder Input    $ 55,428.00
- Site Selection, Physical Planning and Site Programming $ 146,340.00
- Final Presentations & Deliverables $ 87,172.00

Total $ 359,154.00

4.2 Reimbursable Expenses

Reimbursable Expenses are included as a part of the Basic Services fees and include printing of review drawings/graphics, travel costs, lodging costs, meals, rental cars, long distance telephone costs, courier fees, photography, aerial maps, postage, etc.

5.0 SCHEDULE

The Consultant shall perform the scope of services within the following time frame, depending on the final schedule of meetings with the Owner and other groups covered within this proposal:

Graphic Analysis & Documentation 45 days
Community & Stakeholder Input 45 days
Site Selection, Physical Planning, and Site Programming 75 days
Final Presentations & Deliverables 60 days

6.0 LIMITATIONS

This proposal does not include research by Consultant for items listed under 2.1 of this scope of services. This information will be gathered and provided to the Consultant by the City of Dallas and/or Central Dallas Association. Additionally, final presentations listed in 2.4.1 will be scheduled to allow for team to travel to Dallas once for Items A - D.
7.0 ADDITIONAL SERVICES

7.1 Additional Services not included in the Scope of Services will be negotiated with the City of Dallas as necessary. Compensation will be based upon either a mutually agreed lump sum fee or an hourly basis. Items which would be considered Additional Services would include such items as: additional meetings and/or presentations with the Owner or other groups beyond what is covered in this proposal; conceptual planning/design of other areas not specifically mentioned in this proposal; any illustrative drawings, perspectives, or videos requested by the Owner beyond the final graphics produced by the Consultant within the deliverables as outlined; economic impacts and/or analysis for proposed development; any design development services or preparation of construction documents, etc.

7.2 Additional Services must receive written authorization from the Owner before being performed. The following hourly rates will be utilized for Additional Services:

- Principal $200.00
- Project Manager $120.00
- Senior Landscape Architect $100.00
- Landscape Architect $ 80.00
- Planner $100.00
- Architect $100.00
- Senior Engineer $150.00
- Clerical $ 70.00

CARTER & BURGESS, INC.

J. Phillip Deaton, P.E.
Senior Vice President

Date: _____________________________
INTERLOCAL AGREEMENT FOR THE DOWNTOWN PARKS MASTERPLAN

INTRODUCTION

This agreement (hereinafter referred to as the "Agreement"), which is authorized under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, is made by and entered into between the City of Dallas, Texas (hereinafter referred to as "City") and Dallas County, Texas (hereinafter referred to as "County") for the purpose of providing professional Landscape Architectural/Planning/Architectural design and consulting services for the master planning of the downtown CDB parks to provide site selection and physical planning for new urban parks, open spaces, plazas and other green spaces in downtown, as described in the proposal attached as Exhibit "A."

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree to the following:

I. TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (3) years commencing on the last day all of the parties have executed this Agreement, unless terminated earlier as provided herein.

II. DOWNTOWN PARKS MASTER PLAN DEVELOPMENT RESPONSIBILITIES

City shall be responsible for the following:

(i) administer professional services contract for the Downtown Parks Master Plan;

(ii) execute any appropriate agreements with other entities as may be required for other funding sources;

County shall be responsible for the following:

(i) provide the funding in accordance with Article III of the Agreement

(ii) review and approve the proposed Downtown Parks Master Plan

III. FUNDING/SCHEDULING

Ten thousand dollars and no 00/1000 ($10,000) has been included in the County's FY 2003 budget. These funds may be used solely for the preparation of the Downtown Parks Master Plan. These funds shall be made available for a period of three (3) years from the date this Agreement is executed by both parties unless one or more of the following events occur: (i) they are obligated or expended before then; (ii) the Project is terminated or completed; or (iii) this provision is otherwise formally extended.

IV. LONG RANGE PLAN ACKNOWLEDGEMENT
Once complete, the Downtown Parks Master Plan shall become a part of the City's Park and Recreation Department Long Range Development Plan.

V. AMENDMENTS

This Agreement may be amended by the mutual written agreement of the parties attached to the original Agreement.

VI. AGENCY AND LIABILITY

County and City agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents employees in conjunction with the performance of this Agreement.

VII. VENUE AND APPLICABLE LAW

This Agreement is made subject to and shall be construed under and in accordance with the laws of the State of Texas, and the exclusive venue for any legal action between the parties arising from this Agreement shall be in Dallas County, Texas.

VIII. TERMINATION

This Agreement shall automatically terminate in one or more of the following events:

(i) sufficient funding has not been secured for the Project;

(ii) the Project has not been completed within three (3) years of the date that is executed by both parties.

This Agreement shall also be terminated in the following manner:

(i) by the mutual written consent of the parties; or

(ii) by either party providing thirty (30) days prior written notice to the other party.

IX. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United State Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below, or by hand-delivery or upon receipt of facsimile transmission thereof:

City of Dallas
Park and Recreation Department
1500 Marilla Rm. 6FN
Dallas, Texas 75201

Dallas County
Planning and Development
411 Elm Street
Dallas, Texas 75202

X. 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 lack of enforcement 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.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No other modification, amendment, novation, renewal or other alteration of the Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

XII. 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.

XIII. EFFECTIVE DATE

This Agreement shall not become effective until executed by both authorized representative of City and County.

XIV. ASSIGNMENT

This Agreement may not be assignable by City, in whole or in part, without the prior written consent of County.

Executed this _____ day of ________________, 2003

CITY

BY: Teodoro J. Benavides
   City Manager

BY: Dianne A. Curry
   Park and Recreation Board President

COUNTY

BY: County Judge

APPROVED AS TO FORM:

BY: City Attorney

BY: Advisory Chief, Civil Section
ATTEST:

BY: Dawna M. Ray
    Park and Recreation Board Secretary

Share: Mike Hellmann Folder—Downtown Parks Intertidal Agreement
February 18, 2003

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Senate Bill 5 – Energy Analysis Report

Background
In the last session of the legislature, a bill was passed (SB 5) which set forth certain guidelines for local governments relating to energy conservation. SB 5 established a goal of reducing energy consumption 5% per year over a 5-year period. To address the issues raised by SB 5, Vidaud and Associates was engaged through Court Order 2002-1371, dated July 30, 2002 under Work Order 16 to survey 14 of Dallas County’s satellite buildings, to identify energy conservation measures and to develop a strategy to enable Dallas County to meet the goals of SB 5, while taking advantage of the prior work done under the energy management contract with Enershop. Vidaud performed this work using consulting expertise supplied by Roger Henson through his company, HHS Enterprises. Attached are relevant excerpts from the survey of 14 satellite buildings and from the multiphase plan developed to address the goals of SB 5.

Impact on Operations
The work performed under the Enershop contract resulted in measured energy savings of 20.4%. This is defined as Dallas County’s Phase I effort. The Phase II work will involve implementing the energy conservation measures identified in the survey of 14 Dallas County satellite buildings that were not included in the Enershop contract. This work will produce an additional 1.4% reduction to bring the savings to 21.6%.

Phase III will involve implementing a strategy known as continuous commissioning in the Lew Sterrett/Frank Crowley complex and then at George Allen when the building expansion is completed. This process is anticipated to generate an additional 2.5% reduction bringing the total reduction to 24.1%,
which will surpass the SB 5 goal. Phase IV involves additional continuous commissioning work in other major county buildings.

**Financial Impact**
Excerpts from the two reports document the anticipated financial benefits from doing this work. The Phase II construction costs total $416,310, but that includes doing drop ceilings at five of the sub-courthouses. If the scope of work is limited to the lighting retrofits and HVAC replacements the cost is estimated to be $333,750 with energy savings of $93,541. The payback period is estimated to be 3.57 years. Funds remaining from the Enershop contract of approximately $320,000 are available in reprogrammed certificates of obligation for this project or any other project for which the Court wishes to use the funds. Funds for subsequent phases will be requested in future budgets.

**Legal**
This work is proposed to help Dallas County meet the goals of SB 5. Design and construction procurement will be done in accordance with state law and Dallas County purchasing policies.

**Recommendation**
Staff recommends acceptance of the two reports and asks that the Commissioners Court authorize staff to proceed with developing the plans and specifications to do the Phase II lighting retrofits and HVAC as proposed in the survey of 14 satellite buildings.

Recommended by

Dan Savage, Assistant Administrator for Operations
DALLAS COUNTY
ENERGY ANALYSIS
PHASE 2
OCTOBER 2, 2002

BY
HHS ENTERPRISES
EXECUTIVE SUMMARY

1. Lighting retrofit projects at fourteen of the fifteen sites studied will reduce demand by 187.2 KW and energy by 1,050,649 KWH/year. The Lancaster Sub Courthouse is excluded.

2. The annual energy cost savings for these lighting projects will be $82,679.

3. The approximate implementation cost will be $146,300.

4. The simple payback will be 1.62 years.

5. Air conditioning, refrigeration, and heating retrofits at the Garland Sub Courthouse, Grand Prairie Government Center, Irving Sub Courthouse, Mesquite Sub Courthouse, and the Richardson Sub Courthouse will save an additional $10,682/year.

6. The approximate implementation cost for these projects will be $200,000.

7. The addition of the projects in item 5 will make the total project cost become $333,750 with energy cost savings of $93,541/year.

8. Combining the lighting, air conditioning and heating projects will provide a simple payback of 3.57 years.

9. The retrofits referenced in item 5 will eliminate boiler maintenance, inspection and annual certification requirements while eliminating indoor air quality concerns.

10. Dropped ceilings at the five sites referenced in item 5 will increase the project cost by $82,560 to a total of $416,310.

11. The simple payback for the entire project would be 4.45 years.
RECOMMENDATIONS

1. Lighting retrofits should be performed at the following sites.

   Duncanville Tax Office
   East Dallas Government Center
   Garland Sub Courthouse
   Garland Tax Office
   Grand Prairie Government Center
   Irving Sub Courthouse
   Irving Tax Office
   Mesquite Sub Courthouse
   Mesquite Tax Office
   Richardson Sub Courthouse
   Richardson Tax Office
   South Dallas Government Center
   Suzanne Kays Detention Center
   Wilmer Community Corrections Substance Abuse Treatment Facility

2. Existing air conditioning, refrigeration and heating systems should be removed and replaced at the following sites.

   Garland Sub Courthouse
   Grand Prairie Government Center
   Irving Sub Courthouse
   Mesquite Sub Courthouse
   Richardson Sub Courthouse

3. Outside air should be ducted directly to the new air handling units at the sites referenced in item 2. The removal of the existing boilers will insure indoor air quality while eliminating the potential for introduction of fumes from the boiler into conditioned spaces.

4. Install new dropped ceiling grids and tiles at the sites referenced in item 2.

5. Closely monitor, analyze, and compare utility consumption and costs at all fifteen sites.

6. The Lancaster Sub Courthouse should be used as a template for the renovation of the five Sub Courthouses listed in item 2.

7. Develop accurate operational profiles for all fifteen sites and monitor actual schedules.
ASSUMPTIONS

The following assumptions have been used to provide consistency in the evaluation. Operating hours provided by users at the various sites vary dramatically. Conservative average operating hours have been utilized. Utility rates and consumption data through December 2001 were used for evaluation purposes.

1. Annual operating hours for lighting have been established at 4,380. This hourly estimate will cover after hour use, emergency lighting, housekeeping services, etc.

2. The 2001 average energy rate at each site was utilized to calculate energy cost savings.

3. No cooling energy savings are included to be conservative.

4. No heating energy penalty is included.

5. No life cycle cost savings are included for equipment.

6. No avoided cost or maintenance savings are included.

7. The average estimated retrofit cost used for evaluation is $50/fixture. 2x4 fixtures will be approximately $50 each. 1x4 fixtures will be approximately $40 each. Incandescent fixtures will be even less. However, to be conservative all fixtures are estimated at the maximum rate.

8. To establish energy cost savings for air conditioning, refrigeration, and heating retrofits at the sub courthouses, the Lancaster Sub Courthouse was used as a model. Lighting costs were removed from the total utility cost to determine what the balance of the facility should cost to operate. Lighting costs were then removed from the remainder of the sub courthouses, and the remaining costs were compared with the Lancaster Sub Courthouse. The difference in the remaining utility cost and the cost of operating the Lancaster Sub Courthouse is represented as the savings from the retrofit.

9. The cost to retrofit the mechanical systems in each sub courthouse is estimated at $2,000 per ton. This price includes demolition, new equipment and installation.

10. The cost for a dropped ceiling with after hour installation is estimated at $3.00/square foot.

11. Tandem wiring opportunities which will further reduce ballast requirements and implementation costs while enhancing savings have not been included.
BUILDING SUMMARIES

1. Duncanville Tax Office

Located at 100 E. Wheatland Road in Duncanville, the Duncanville Tax Office was built in 1980. This 3,915 square foot facility is all electric. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Duncanville.

Lighting is provided by 1x4, 2x4, and 2x2 U-lamp fluorescent fixtures with 34 watt lamps. Cooling and heating are provided by Lennox split systems with three and five ton capacities. Outside air is ducted to the units in the mechanical room. Air cooled condensing units are located outside adjacent to the mechanical room.

2. East Dallas Government Center

Located at 3443 St. Francis Avenue in Dallas, the East Dallas Government Center was built in 1987. This 7,800 square foot facility is all electric. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Dallas.

Lighting is provided by 1x4, 2x4, and 2x2 U-lamp fluorescent fixtures with 34 watt lamps and 100 watt recessed incandescent fixtures. Cooling is provided by a split system with a 10 HP 9,600 CFM air handling unit with DX cooling coils and a 20 ton remote air cooled condensing unit. Fan powered variable air volume boxes with electric heat provide air distribution.

3. Garland Sub Courthouse

Located at 305 N. Fifth Street in Garland, the Garland Sub Courthouse was built in 1965. This 5,504 square foot facility has electric cooling and gas heating. Electricity, water and sewer services are provided by the City of Garland. Natural gas is provided by TXU Gas.

Lighting is provided by 1x4, 2x4, and 2x2 U-lamp fixtures and a variety of incandescent fixtures. Cooling is provided by a split system with a 7.5 HP 8,400 CFM multi-zone air handling unit with DX cooling coils, a floor mounted refrigeration compressor, and a remote air cooled condensing unit. Heating is provided by a hot water boiler. Outside air is introduced through the outside wall into the mechanical room. The air handling unit draws outside air directly from this space.
4. Garland Tax Office

Located at 675 W. Walnut in Garland, the Garland Tax Office was built in 1985. This 4,000 square foot facility is all electric. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Garland.

Lighting is provided by 1x4 and 2x4 fluorescent fixtures with 34 watt lamps. Cooling and heating are provided by a packaged rooftop air conditioning unit with a 6.25 HP refrigeration compressor, a 3 HP air handling unit supply fan, and a 45 KW electric heating coil.

5. Grand Prairie Government Center

Located at 630 Main Street in Grand Prairie, the Grand Prairie Government Center was built in 1965. This 5,504 square foot facility has electric cooling and gas heating. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Grand Prairie. Natural gas is provided by TXU Gas.

Lighting is provided by 1x4, 2x4, and 2x2 U-lamp fixtures and a variety of incandescent fixtures. Cooling is provided by a split system with a 7.5 HP 8,400 CFM multi-zone air handling unit with DX cooling coils, a floor mounted refrigeration compressor, and a remote air cooled condensing unit. Heating is provided by a hot water boiler. Outside air is introduced through the outside wall into the mechanical room. The air handling unit draws outside air directly from this space.

6. Irving Sub Courthouse

Located at 841 W. Irving Boulevard in Irving, the Irving Sub Courthouse was built in 1965. This 5,504 square foot facility has electric cooling and gas heating. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Irving. Natural gas is provided by TXU Gas.

Lighting is provided by 1x4, 2x4, and 2x2 U-lamp fixtures and a variety of incandescent fixtures. Cooling is provided by a split system with a 7.5 HP 8,400 CFM multi-zone air handling unit with DX cooling coils, a floor mounted refrigeration compressor, and a remote air cooled condensing unit. Heating is provided by a hot water boiler. Outside air is introduced through the outside wall into the mechanical room. The air handling unit draws outside air directly from this space.
7. Irving Tax Office

Located at 530 O'Connor Road in Irving, the Irving Tax Office was built in 1985. This 4,000 square foot facility is all electric. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Irving.

Lighting is provided by 1x4 and 2x4 fluorescent fixtures with 34 watt lamps. Cooling and heating are provided by a packaged rooftop air conditioning unit with a 6.25 HP refrigeration compressor, a 3 HP air handling unit supply fan, and a 45 KW electric heating coil.

8. Lancaster Sub Courthouse

Located at 107 Texas Street, the Lancaster Sub Courthouse was originally built in 1965. It was reconstructed in 1995 after being seriously damaged by a tornado. This 5,700 square foot facility is now has electric cooling and gas heating. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Lancaster. Natural gas is provided by TXU Gas.

Lighting is provided predominantly by 2x4 fixtures with electronic ballasts and T8 lamps. Cooling and heating are provided by three split system air conditioning units. These AC units provide 1,500 CFM, 1,600 CFM, and 1,700 CFM and interface with two 5 ton and one 10 ton air cooled condensing units respectively. High efficiency gas furnaces provide heating.

9. Mesquite Sub Courthouse

Located at 823 N. Galloway in Mesquite, the Mesquite Sub Courthouse was built in 1965. The County Clerk's area has been renovated. This 5,504 square foot facility has electric cooling and gas heating. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Mesquite. Natural gas is provided by TXU Gas.

Lighting is provided by 1x4, 2x4, and 2x2 U-lamp fixtures and a variety of incandescent fixtures. Cooling is provided by a split system with a 7.5 HP 8,400 CFM multi-zone air handling unit with DX cooling coils, a floor mounted refrigeration compressor, and a remote air cooled condensing unit. Heating is provided by a hot water boiler. Outside air enters through the mechanical room wall, and the air handling unit draws outside air directly from this space.
The renovated County Clerk’s area now has dropped lay-in ceilings and 2x4 light fixtures with electronic ballasts and three T8 lamps. Cooling and heating are provided by a 3,200 CFM, 7.5 ton split heat pump system with supplemental electric heat.

10. Mesquite Tax Office

Located at 210 Grubb Drive in Mesquite, the Mesquite Tax Office was built in 1986. This 4,000 square foot facility is all electric. It was previously served by TXU Electric and as of January, 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Mesquite.

Lighting is provided by 1x4 and 2x4 fluorescent fixtures with 34 watt lamps. Cooling and heating are provided by a packaged rooftop air conditioning unit with a 6.25 HP refrigeration compressor, a 3 HP air handling unit supply fan, and a 45 KW electric heating coil.

11. Richardson Sub Courthouse

Located at 1411 W. Belt Line Road in Richardson, the Richardson Sub Courthouse was built in 1965. This 5,504 square foot facility has electric cooling and gas heating. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Richardson. Natural gas is provided by TXU Gas.

Lighting is provided by 1x4, 2x4, and 2x2 U-lamp fixtures and a variety of incandescent fixtures. Cooling is provided by a split system with a 7.5 HP 8,400 CFM multi-zone air handling unit with DX cooling coils, a floor mounted refrigeration compressor, and a remote air cooled condensing unit. Heating is provided by a hot water boiler. Outside air is introduced through the outside wall into the mechanical room. The air handling unit draws outside air directly from this space.

12. Richardson Tax Office

Located at 516 Twilight Trail in Richardson, the Richardson Tax Office was built in 1985. This 4,000 square foot facility is all electric. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Richardson.

Lighting is provided by 1x4 and 2x4 fluorescent fixtures with 34 watt lamps. Cooling and heating are provided by a packaged rooftop air conditioning unit with a 6.25 HP refrigeration compressor, a 3 HP air handling unit supply fan, and a 45 KW electric heating coil.
13. South Dallas Government Center

Located at 7201 S. Polk Street in Dallas, the South Dallas Government Center was acquired from SW Bell. This 29,646 square foot facility built in 1972 and renovated in 1997 has electric cooling and gas heating. It was previously served by TXU Electric and as of January 2002, is now served by Reliant Energy. Water and sewer services are provided by the City of Dallas. Natural gas is provided by TXU Gas.

Lighting is provided predominantly by 2x4 fixtures with electronic ballasts and T8 lamps. Cooling and heating are provided by packaged rooftop units.

14. Suzanne Kays Detention Center

Located at 521 N. Industrial Boulevard in Dallas, the Suzanne Kays Detention Center facility was built in 1951. The jail facility was renovated in 1995. This 122,400 square foot facility houses the Sheriff’s Academy and adjacent Detention Center. It has electric cooling and gas heating.

It has historically been served by TXU Electric. Water and sewer services are provided by the City of Dallas. Natural gas is provided by TXU Gas.

Cooling for the Sheriff’s Academy is provided by two stage 75 ton reciprocating compressors with a 75 ton BAC cooling tower. Two multi-zone AHU’s with hot and cold decks provide airflow to the facility. A 10 pound boiler provides heating hot water. The Jail has 32 rooftop packaged ACU’s. Each zone in the Jail is served by three ACU’s with the exception of 3C which has two.

In the Sheriff’s Academy, PCB ballasts in light fixtures and asbestos may be issues. Lighting is provided predominantly by 1x4 and 2x4 fluorescent fixtures with 34 watt lamps. The Jail also has an abundance of 1x4 and 2x4 light fixtures with numerous metal halide fixtures over the cell areas.

15. Wilmer Community Corrections Substance Abuse Treatment Facility

Located at 200 Greene Road in Wilmer, this 100,800 square foot facility located in Wilmer is managed by Cornell Companies, Inc. The facility includes an administration building, five living buildings, four cottages, a gymnasium, kitchen, cafeteria, and storage buildings.

TXU Electric and TXU GAS have historically provided services. Water and sewer services are provided by the City of Wilmer.
DALLAS COUNTY

SENATE BILL 5 STRATEGY

BY

HHS ENTERPRISES

January 13, 2003
Executive Summary

Prior to the advent of Senate Bill 5 (SB5), Dallas County embarked on an energy conservation path that is currently delivering 20.4% in annual energy savings. Dallas County's just completed Phase 1 Program addressed major savings opportunities in the majority of its largest facilities. Dallas County is currently entering its Phase 2 Program to address lesser opportunities in its second tier facilities. Dallas County's annual energy savings now far exceed SB5 guidelines. Dallas County will be hard-pressed to identify additional significant savings. However, the creative potential provided in Phase 3 and Phase 4 Programs is now being developed and explored.

In the spring of 1996, Dallas County proactively initiated an Energy Conservation Program. In Phase 1, Dallas County solicited proposals from energy service companies (ESCOs) that required guaranteed energy savings. In the fall of 1997, Dallas County awarded an energy services retrofit contract to EnerShop, Inc. of Dallas. Implementation began in 1998, and construction was substantially completed in the summer of 2000.

This Phase 1 project included properties comprising 71.3% of the total Dallas County square footage. These facilities consumed 89.2% of the County's annual energy. Dallas County invested approximately $6.4 million and is currently saving approximately $920,000 per year in energy costs alone. An additional $650,000 in capital cost avoidance and operations and maintenance savings occur annually. KWH energy savings from this project as stated above are 20.4% annually.

In the fall of 2002, Dallas County initiated a Phase 2 Program to address an additional 5.4% of its square footage that is consuming 7.8% of the total annual electric energy. Projected annual electric energy savings for Dallas County are 1.2%.

During calendar year 2003, Dallas County plans to initiate a Phase 3 Continuous Commissioning Program to supplement its ongoing Maintenance and Verification Program. Anticipated annual energy savings are conservatively estimated at 2.5%. These energy savings will be realized in 2004.

Dallas County anticipates a Phase 4 Program in 2004 following the Continuous Commissioning Program. The County will revisit and implement additional energy conservation projects identified by Continuous Commissioning in the original Phase 1 facilities. Dallas County expects to achieve an additional 2.5% per year in energy savings.

Current and projected Dallas County energy savings are contrasted with those outlined by SB5. Please note that Dallas County energy savings percentages were obtained against a much larger baseline in 1998. Percentage of savings for Phases 2, 3 and 4 are developed by comparison with the 1998 baseline to indicate the total energy savings against the original baseline. SB5 requires a 5% per year reduction in energy savings using 2001
consumption data as a beginning baseline. The 2001 baseline is 20.4% smaller than
1998. Energy savings of 5% should be applied to an ever-decreasing baseline as energy
consumption is reduced annually. Energy savings compared with the 2001 baseline will
then technically be less than 5% per year after 2002. See the summaries below.

Projected Annual Cumulative Energy Savings (%)

<table>
<thead>
<tr>
<th>Dallas County</th>
<th>SB5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Year 2002 - 20.4</td>
<td>Year 2002 - 5.0</td>
</tr>
<tr>
<td>2. Year 2003 - 21.6</td>
<td>Year 2003 - 9.8</td>
</tr>
<tr>
<td>5. Year 2006 - 29.1</td>
<td>Year 2006 - 22.6</td>
</tr>
</tbody>
</table>

Dallas County has exceeded SB5’s Year 4 guidelines in Year 1.

Projected Annual Cumulative Energy Savings (KWH)

<table>
<thead>
<tr>
<th>Dallas County</th>
<th>SB5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Year 2002 - 20,468,507</td>
<td>Year 2002 - 4,237,562</td>
</tr>
<tr>
<td>2. Year 2003 - 21,637,436</td>
<td>Year 2003 - 8,263,246</td>
</tr>
<tr>
<td>5. Year 2006 - 29,148,779</td>
<td>Year 2006 - 19,172,345</td>
</tr>
</tbody>
</table>

Total Savings 122,040,918 59,481,622

Dallas County will conservatively save twice the energy mandated by
SB5 in years 2002-2006.
Observations

1. The language of Senate Bill 5 (SB5) directly addresses the reduction of energy consumption by five percent per year for five years. There is no mention of demand reduction.

2. Dallas County’s initial Energy Conservation Program (Phase 1) was begun in 1997 and substantially completed in the summer of 2000. The project included fourteen major facilities in the Dallas County portfolio.

3. The 4,080,830 square feet included in this Phase 1 project constitute 71.3% of the total building square footage of 5,808,697 owned by Dallas County.

4. These facilities consumed 89.2% of the energy for Dallas County in the baseline year of 1998.

5. The first calendar year of energy savings for Dallas County from the Phase 1 program was 2001.

6. Per Dallas County’s June 27, 2002 communication to SECO, electricity billing data for 2001 indicates an energy savings of 16,146,945 KWH when compared with like bills from the baseline year of 1998.

7. These savings constitute 18.1% of the 89,296,541 KWH consumed in 1998 by the major facilities included in this project. The savings also reflect a 16.1% reduction in the total KWH consumption for all Dallas County facilities.

8. The formal analysis of the Phase 1 project conducted by the Energy Systems Laboratory (ESL) of the Texas Engineering Experiment Station (TEES) at Texas A&M University demonstrates energy savings of 20,468,507 KWH for 2001 when normalized against the original baseline.

9. These energy savings represent 22.9% of the 1998 annual electric energy consumption for the fourteen major facilities.

10. The savings reflected by the program have therefore reduced the energy consumption for the entire Dallas County facility portfolio by 20.4% per year.

11. The annual energy savings of 20.4% will be recognized in each of the next five years from January 1, 2002 through December 31, 2006.

12. These annual energy savings far exceed the 5% per year mandated by SB5.
13. In October 2002, Dallas County completed a study for a Phase 2 Energy Conservation Program that addresses fifteen additional facilities not included in the original program.

14. These facilities comprise 313,781 square feet or 5.4% of the total Dallas County square footage.

15. The total electric energy consumption for 2001 in the Phase 2 facilities was 6,621,149 KWH or 7.8% of the total for all Dallas County facilities.

16. The annual electric energy savings for Phase 2 will be 1,168,919 KWH or 1.4% of the total Dallas County consumption for 2001.

17. Compared with the 1998 utility baseline, a total annual KWH reduction of 21.6% will be realized after completion of Phase 2 in calendar year 2003.

18. Phase 3 of Dallas County's energy plan involves the continuation of its current Monitoring and Verification program with ESL and TEES. This program was implemented for ongoing due diligence in the Phase 1 project.

19. Phase 3 will be further enhanced with the introduction of Continuous Commissioning in 2003. These services provided by ESL and TEES project 2.5% additional annual energy savings for Dallas County.

20. In 2004, Dallas County plans to implement a Phase 4 Program. This program will revisit all major facilities and identify opportunities to further enhance savings. No savings criteria have been established to date. The Continuous Commissioning project will help establish reasonable target parameters for this phase that are estimated at 2.5% in annual energy savings.
PHASE 1 - ENERGY MANAGEMENT PROGRAM
1997 - 2000

The implementation of the Phase 1 Energy Management Program was begun in the fall of 1998 and completed in the summer of 2000. This program audited and implemented energy conservation retrofit projects in fourteen major Dallas County facilities. This $6,696,843 project was substantially completed in July 2000. The guaranteed simple payback was 3.29 years.

The 4,080,830 square feet included in this Phase 1 project constitute 71.3% of the total building square footage of 5,808,697 owned by Dallas County. These facilities consumed 89,296,541 KWH per year or 89.2% of the 100,151,377 KWH per year consumed by all Dallas County facilities. The facilities included were as follows.

- Administration Building: 74,724 square feet
- Cliff House: 28,378 square feet
- Cook Chill Warehouse: 345,532 square feet
- Decker Correctional Facility: 214,000 square feet
- Forensic Science Building: 44,790 square feet
- George Allen Courts Building: 493,420 square feet
- Health and Human Services Complex: 319,883 square feet
- Henry Wade Juvenile Detention Center: 221,834 square feet
- Investment Building: 40,000 square feet
- Letot Center: 36,215 square feet
- Lew Sterrett Complex: 1,850,802 square feet
- North Dallas Government Center: 50,000 square feet
- Oak Cliff Sub Courthouse: 38,020 square feet
- Records Building Complex: 323,232 square feet

Total: 4,080,830 square feet

Phase 1 Program Results

- Annual Energy Savings - KWH: 20,468,507
- Annual Demand Savings - KW: 23,931
- Annual Energy Savings - %: 22.9

Annual Energy Savings – Dallas County - %: 20.4

- Annual Cost Savings – Electric: $847,516
- Annual Cost Savings – Gas: 13,352
- Annual Cost Savings – Water: 27,367

Total Annual Cost Savings: $888,235
PHASE 2 - ENERGY MANAGEMENT PROGRAM
2002 - 2003

The Phase 2 Energy Management Program was begun in the fall of 2002 and is scheduled for completion in the spring of 2003. This program audited and evaluated energy conservation retrofit projects for fifteen Dallas County facilities. This estimated $333,750 project is scheduled for completion in the spring of 2003. The estimated simple payback is 3.57 years.

The 313,781 square feet included in this Phase 2 project constitute 5.4% of the total building square footage of 5,808,697 owned by Dallas County. These facilities consumed 6,621,149 KWH per year or 7.8% of the 84,751,236 KWH per year consumed by all Dallas County facilities. The facilities included were as follows.

Duncanville Tax Office 3,915 square feet
East Dallas Government Center 7,800 square feet
Garland Sub Courthouse 5,504 square feet
Garland Tax Office 4,000 square feet
Grand Prairie Government Center 5,504 square feet
Irving Sub Courthouse 5,504 square feet
Irving Tax Office 4,000 square feet
Lancaster Sub Courthouse 5,700 square feet
Mesquite Sub Courthouse 5,504 square feet
Mesquite Tax Office 4,000 square feet
Richardson Sub Courthouse 5,504 square feet
Richardson Tax Office 4,000 square feet
South Dallas Government Center 29,646 square feet
Suzanne Kays Detention Center 122,400 square feet
Wilmer Community Corrections - Substance Abuse Treatment Facility 100,800 square feet

Total 313,781 square feet

Phase 2 Program Projections

Annual Energy Savings Lighting - KWH 1,050,649
Annual Energy Savings – HVAC – KWH 118,270
Total Annual Energy Savings – KWH 1,168,919
Annual Demand Savings - KW 187.2
Annual Energy Savings - % 17.7

Annual Energy Savings – Dallas County - % 1.4

Total Annual Cost Savings – Electric $93,541
PHASE 3 - ENERGY MANAGEMENT PROGRAM
2003 - 2006

Dallas County plans to expand its current Monitoring and Verification agreement with the Energy Systems Laboratory of the Texas Engineering Experiment Station at Texas A&M University to include Continuous Commissioning at key critical facilities such as the Lew Sterrett Complex, George Allen Courts Building Complex, etc. This process will begin during calendar year 2003. The initial energy savings from this program will be recognized in calendar year 2004. A minimum of 2.5% per year in additional energy savings is anticipated.

Service: CONTINUOUS COMMISSIONING\textsuperscript{SM}

Summary of Services Provided
The Continuous Commissioning (CC\textsuperscript{SM}) process was developed to minimize operational problems, increase comfort, and optimize operating costs in commercial and institutional buildings. CC begins by focusing on any comfort or operational problems present in a building. Identifying the root cause of these problems more often than not provides the opportunity to save energy while solving the problem. This approach to problem solving not only reduces utility expenses; it also helps problems stay fixed longer. The optimum operational procedures for the existing building HVAC systems are then determined and the CC staff works with the building staff until these procedures have been successfully implemented for several months. This service has an average payback of less than 2 years.

Applicable Buildings or Facilities
The CC process has been successfully and cost-effectively applied to commercial and institutional buildings ranging in size from about 20,000 sq ft. to 1,200,000 sq ft. It has also been applied to a few smaller buildings that are served by central plants and a central EMCS on a site with numerous buildings such as military bases. It is equally applicable to new buildings that need only to have their HVAC systems optimized as well as to older buildings that have numerous system problems. It is generally less expensive to implement in buildings with a modern control system.

Benefits
The CC process has reduced aggregate heating and cooling costs by up to 75% with an average reduction of over 30%. Simple payback is often 1-2 years, and virtually always under 3 years. These paybacks are based entirely on energy savings and do not consider the occupant comfort and maintenance benefits provided.

Examples:

Brook Army Medical Center: This 1.2 million sq ft. facility was built in the mid-90s with a state-of-the-art EMCS. The CC process optimized HVAC operations in 1998-99 and reduced energy cost by 10% with a payback of 1.1 years.
Texas Capitol Extension: This energy efficient building was built in 1992 and was commissioned to design specifications. The CC process resolved problems in cooling numerous legislative hearing rooms and reduced heating and cooling by 30% with a payback of less than 1 year.

Zachry Engineering Center (Texas A&M University): 324,000 sq.ft. classroom/laboratory/office building received a successful VAV retrofit and EMCS upgrade in 1991. The CC process optimized system operation in 1997 and reduced heating and cooling consumption by 50%.

Fairview Medical Center – Unit J: This 600,000 sq.ft. acute care facility was built in 1981-82. The CC process was applied in 1999-2000 and reduced heating and cooling cost by about 25% with a payback of 1.9 years.

**Estimated Cost**

Each CC level described follows the process outlined under the heading "Description of Continuous Commissioning℠ Process" and typically involves the application of as many of the actions and steps described in the CC Guidelines (attached in Appendix 5) as are needed at the site in question.

**CC Level I**: $0.30/sq.ft. with a minimum charge of $60,000 per site where a minimum charge site may contain up to three buildings.

Level I CC develops and implements optimal operational sequences in a building and trouble-shoots and fixes a small number of comfort and/or system problems. It provides phone and/or on-line consultation support to stabilize the procedures implemented for the duration of the anticipated contract period. It is applicable to relatively new buildings with modern central control systems and large HVAC systems. Complete design documentation must be available. The metering and data logging capability needed for diagnostics and savings determination must be in place and adequate baseline energy data must be available.

**CC Level II**: $0.50/sq.ft. with a minimum charge of $60,000 per site where a minimum charge site may contain up to two buildings.

Level II CC trouble-shoots and fixes a moderate number of comfort and/or system problems and develops and implements optimal operational sequences to minimize energy use in a building. It also provides phone and/or on-line consultation support to stabilize the problem solutions and procedures implemented for the duration of the anticipated contract period. It is applicable to buildings with good central control systems and good design documentation. Individual building utility data or hourly energy data adequate for energy baselining and diagnostic support must be available.

Compared to a facility where level I CC is implemented, additional effort is required to calibrate sensors, to adjust valves and dampers, and to conduct air and water balances.

**CC Level III**: $0.70/sq.ft. with a minimum charge of $100,000 per site and up to two buildings on a minimum-charge site.
Level III CC improves building comfort and energy performance by trouble-shooting and fixing a significant number of comfort and/or system problems, followed by development and implementation of optimum operational sequences. It provides phone and/or on-line consultation support to stabilize the procedures implemented for the duration of the anticipated contract period. It also includes installation of metering needed for baselining and diagnostic support when needed. Level III CC is appropriate for a relatively new or recently retrofitted building with a modern control system, significant system and/or comfort problems, and complex building systems. It would also be appropriate for a building with a poor control system or no central control system, normal HVAC systems, poor documentation, and no individual building metering.

Compared with level II CC, additional effort is typically required to (1) identify and repair malfunctioning valves and dampers, (2) develop and implement complex optimal control schedules for special facilities and equipments, (3) perform major air and water balances, (4) develop and implement engineering solutions to existing comfort problems, and (5) update system documentation.

**Base Support Requirements and Impacts on the Base**
Base facility staff controlling or maintaining buildings on which the CC process is applied should attend a two-three day workshop on the CC process. The workshop fee is included in the pricing. Access must be provided to the HVAC plant, mechanical rooms, control panels, and terminal boxes for the CC staff. Base staff handling building controls will need to work with CC staff as optimum control settings are implemented.

**Manpower and Scheduling**
The first step will be development of a metering plan and installation of metering to monitor energy use in the facility to be optimized. After sufficient baseline consumption data is available, a CC Team consisting of an engineer and a technician will typically work with a site for 2 to 8 months to diagnose and fix problems, develop optimum operating sequences that base staff are comfortable using, and then implement these settings. A follow-up period of 6 -12 months is also typical, during which telephone or internet consultations are held as needed to resolve further questions about the new procedures. The follow-up period will be for the duration of the contract in the present case. An additional site visit will be made during the follow-up phase if warranted.

**Description of Continuous CommissioningSM Process**
The first step is to perform an initial survey of the building and discover the comfort and operational problems that are present. During this survey, an initial estimate of the potential CC savings and the monitoring requirements is made. One of the fundamental requirements for CC to be effective is to involve the facility staff in each of the steps so that they will understand and support the planned enhancements for the facility. Training in Step 1 is usually informal and generally involves discussions as the CC engineer surveys the facility. Figure A describes the steps in the Continuous CommissioningSM process.
A method for measuring and modeling the baseline performance of the facility must be established to determine the impact of the CC process. Equipment is normally installed to separately monitor at least heating, cooling, and other electric consumption on at least an hourly basis and a baseline started in Step 2. An operations staff person needs to be involved and should be given installation responsibility if possible. This creates ownership and will allow a much faster repair of sensors when needed. The training in Step 2 is informal and should involve hands-on participation in the installation process.

The CC engineer next performs a detailed facility survey in Step 3. This survey utilizes data from the energy monitoring equipment, the control system, and numerous one-time measurements of temperatures, pressures, and flows made throughout the building. Any dysfunctional items or any causes of discomfort are identified and fixed. Also, a Team must be formed between the CC engineers and the facility staff. Getting the building back to proper function is very important as this provides an immediate benefit to the occupants. Having facility personnel involved with this step helps to minimize actions by operators to "undo" changes implemented as part of the repair process if complaints occur. Before proceeding, the facility environment should be comfortable and the equipment should be operating acceptably. For example, if the airflow through air handler 5 is reduced to improve the temperature in one office, balancing may be needed to maintain comfort in the office two doors down. The CC Team identifies these problems, develops a plan for solving them and then solves them. The CC engineers work with the facility staff until solutions are identified and in place.

Commissioning the equipment to the facility needs and then commissioning the entire facility to the facility needs are completed in Steps 4 and 5. Commissioning to facility needs involves problem analysis and solution. When equipment is oversized, a frequent finding, the operation is usually non-optimal. The CC engineer must understand the operation of the equipment in the equipment room and also how energy is transported in the facility.

Monitoring, in Step 6, is key to measuring the changes and being able to report the savings obtained. Monitoring also serves as an early warning if changes that degrade the operation or savings are made. A CC engineer may need to visit the facility to review the operation when the building consumption increases significantly. Often facility staff change and retraining is important.
FIGURE A. Continuous Commissioning Process
With the implementation of the Continuous Commissioning Program in 2003, Dallas County plans to revisit and anticipates identifying additional energy conservation projects in the Phase 1 facilities. Dallas County expects to achieve an additional 2.5% per year in energy savings. The list of facilities to be reevaluated will be chosen from the following group. Energy savings from this phase will not be recognized until 2005.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Square Feet</th>
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<tbody>
<tr>
<td>Administration Building</td>
<td>74,724</td>
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<tr>
<td>Cook Chill Warehouse</td>
<td>345,532</td>
</tr>
<tr>
<td>Decker Correctional Facility</td>
<td>214,000</td>
</tr>
<tr>
<td>George Allen Courts Building</td>
<td>493,420</td>
</tr>
<tr>
<td>Health and Human Services Complex</td>
<td>319,883</td>
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<tr>
<td>Henry Wade Juvenile Detention Center</td>
<td>221,834</td>
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<tr>
<td>Lew Sterrett Complex</td>
<td>1,850,802</td>
</tr>
<tr>
<td>Old Red Courthouse</td>
<td>83,178</td>
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<tr>
<td>Records Building Complex</td>
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<tr>
<td><strong>Total</strong></td>
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Note:

The George Allen Courts Building through expansion of its existing power plant will now provide heating and cooling to Old Red Courthouse and the Records Building Complex.
February 18, 2003

TO: Commissioners Court

FROM: Bernard E. Blanton

SUBJECT: Parking Expansion – Henry Wade Juvenile Justice Center

BACKGROUND:

Court Order No. 2002-1454 08-13-02 Authorized award of construction contract with R-Con, Inc.
Court Order No. 2002-2208 12-03-02 Change Order No.1: Change RCP pipe at storm drainage inlet.

To expedite the work for the completion of the total HWJJC construction project, provide adequate space for construction staging and additional vehicular parking, the construction documents were divided into two stages; 1) Parking Expansion, 2) Building Expansion. The parking expansion construction work is 100% complete to include concrete paving, landscaping and light fixture installation. Only electrical service to be provided by Oncor Electric Delivery Company remain uninstalled. The completed lot is presently in use for daily Dallas County employee and public vehicle parking.

IMPACT/OPERATION: The following items added to the construction contract as recommended by the Architect (HKS, Inc.) due to unforeseen revisions in the electrical regulations generated by the reorganization of the Texas Utilities Corporation.

CHANGE ORDER NO. 2

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| 2.1  | Oncor Electric Delivery Company (Distribution Division) $8,374.24 |
|      | to provide additional electric delivery facilities sufficient to provide electric service for 10.5 kW usage at the HWJJC Parking Lot Expansion, 1751 Terre Colony, Dallas, Texas. (Oncor Electric service contract $8,374.24) |
|      | less (R-Con, Inc. proposed fee $1,000.00) = Add -0- $7,374.24 |
|      | Total -0- $7,374.24 |

Request Change Order No. 2 in the total amount of $7,374.24 added to the construction contract and the substantial completion date remain December 6, 2002.

LEGAL: N/A

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: The total revised construction cost is $347,137.87. Funding for the Parking Expansion – Henry Wade Juvenile Justice Center construction project was appropriated in the Master Capital Improvement Program, FY2002. With the award of the construction contract for the Henry Wade Juvenile Justice Center Expansion to Cadence McShane in December, 2002, all funds appropriated to the Henry Wade Expansion in the MCIP for FY2002 and FY2003 were encumbered. The Budget Office recommends that funding for Change Order No. 2, $7,374.24, to the parking expansion project be taken from Fund 196.0.08130.2001.0.70039 (MCIP, Building Improvements, 2001, S Kays) and those funds be transferred to the project to Fund 196.0.08130.2003.0.70043 (MCIP, Building Improvements, 2003, Henry Wade).
As a result of this Change Order No. 2, $7,374.24 added to the construction contract and the date of substantial completion remains December 6, 2002. These conditions become part of the Owner/Contractor Agreement overriding all inference made in the construction manual regarding these items.

RECOMMENDATION: Engineering & Construction Management recommends Dallas County Commissioners Court authorize the Change Order No. 2 in the amount of $7,374.24 added to the construction contract with R-Con, Inc. for performance of the work required to install the electric service and finalize the completion of the Henry Wade Juvenile Justice Center - Parking Expansion.

Approved by:

Dan Savage
Assistant Administrator for Operations

---

George L. Allen Sr. Courts Building
600 Commerce St., 9th Floor, Suite 900    Dallas, Texas 75202-6633
e-mail: bblanton@dallascounty.org
Tel: 214-653-6730    Fax: 214-653-6729
January 13, 2003

Mr. KJTH ROBERTSON
NEL'S ELECTRIC INC.
181 SOUTH AKARD ST.
Dallas, Texas 75215

Re: Electric Facilities Extension for JUVENILE JUSTICE CENTER at 1751 TERRE COLONY

Dear Mr. ROBERTSON:

JUVENILE JUSTICE CENTER (PARKING LOT LIGHTING) ("Customer") has requested that Oncor Electric Delivery Company ("Company") provide additional electric delivery facilities sufficient to provide electric service for 10.5 kW at 1751 TERRE COLONY.

Pursuant to Company's Tariff for Retail Delivery Service, Customer is responsible for $8374.24 as payment for the Customer's portion of the cost of installation of Company's additional electric delivery facilities, such payment to be and remain the property of the Company. Customer's payment in full is due at the time this agreement is returned to Company.

Company at all times shall have title to and complete ownership and control over said facilities.

Customer is responsible for providing, without cost to the Company: (1) suitable space on Customer's premises for the installation of the facilities; and (2) rough site grading to final grade along the route of the facilities and clearing the area of all obstructions.

In order to provide electric delivery facilities at the cost to the Customer stated above, the Customer has elected to provide, without cost to the Company, all civil construction necessary to install Oncor electric delivery facilities on the Customer's premises, including labor and material.
January 13, 2003
Mr. KEITH ROBERTSON
Page 2.

This agreement and the costs set forth therein, if not accepted within 30 days of the date of this letter, will be of no force and effect. Acceptance shall consist of delivery of an executed copy of this agreement to Company along with Customer's payment as set forth above.

At this time, if Oncor Electric were to begin installation of the facilities by 01/13/03, the Company estimates completion of the facilities extension by approximately 02/21/03.

Please be aware that this completion date estimate is preliminary and is provided only to assist in your planning for the project. A more definitive installation schedule will be determined upon your delivery of this signed agreement along with payment of the above amount.

Sincerely,

__________________________________________________________________________

ARTHUR L. JONES
PMDS Project Manager

IF JUVENIL JUSTICE CENTER(PARKING LOT LIGHTING) agrees to the conditions set forth in this agreement, please execute both original copies and return one executed copy to me with your payment of $8374.24. The additional copy is for your files.

__________________________________________________________________________

Signature

__________________________________________________________________________

Name

__________________________________________________________________________

Title

__________________________________________________________________________

Date
February 11, 2003

TO: COMMISSIONERS COURT

THROUGH: RICK LOESSBERG, Director, Planning and Development

FROM: MARY L. PHINNEY, Administrator, Park and Open Space Program

SUBJECT: Request to Approve the Lorch Park Open Space Use Agreement with the City of Cedar Hill

BACKGROUND

In 1976 and 1981, Lester Lorch, dedicated three parcels of land totaling 82-acres to Dallas County (County) for a park to be known as Lorch Park. When the County first took possession of the Park, it was in a remote section of the County surrounded by farm and ranch land. The County did not have an Open Space Program and the City of Cedar Hill was not interested in maintaining a property that was outside its populated residential areas. Before the Park and Open Space Program was developed, the County maintained the Park through its Facilities Department along with the assistance of a caretaker who was allowed to live rent-free in an on-site residence/conference facility in exchange for opening, closing and performing some maintenance at the park in accordance with the terms of the gift. In 1990, the Park was transferred to the Park and Open Space Program, but the maintenance was still in the hands of the County and was still assisted by the on-site caretaker.

Over the years, Cedar Hill has experienced both a growth in population and an expansion of its residential neighborhoods into a previously rural landscape. About two years ago, the City and County began to explore the possibility of the City entering into a Use Agreement to maintain and operate the Park on a day-to-day basis. The City had become the maintenance partner for the County’s Cedar Mountain Preserve in 1993 and felt that its experience there was successful and that it was ready to become the maintenance partner for Lorch Park as well since several large residential neighborhoods had been developed recently adjacent to the Preserve.

The City and County have since developed the attached agreement under which the City would assume the responsibility of operating the Park. The City has recently formally approved this agreement, and it is now being presented to the County for consideration.

IMPACT ON OPERATIONS AND FINANCE

The proposed Use Agreement is modeled after the County’s standard use agreement that is executed with all of its maintenance partners. The only differences being that several conditions spelled out in the dedication documents between Mr. Lorch and the County are included in the Use Agreement along with work which the County has agreed to do and projects that the City may desire to do. The County’s discussion with the City included the need for the Park to be operated in strict accordance with the Gift Deeds of both 1976 and 1981.

The City would assume the maintenance and day-to-day operations of Lorch Park under this agreement for 99 years beginning April 1, 2003. It would be responsible for opening and closing the Park, removing trash, and performing other routine duties. The City also anticipates installing new picnic tables at a later date and possibly constructing a new conference facility.

The following specific items were added to the text of the standard Use Agreement: the County has agreed that by September 30, 2004, it will remove approximately six (6) dead trees from the Park, demolish the Park’s existing conference facility, and make repairs to the Park’s dam. In addition, the County also agrees
to improve the Park’s entrance drive and parking area by the same date, using the personnel and equipment of County Road & Bridge District No. 4, subject to the project’s design/scope being consistent with County Road & Bridge District capacity and with the City providing the project’s materials or the funding needed for the materials, and the parties reviewing and approving the project’s design/scope.

In addition, a provision is included in the Use Agreement to assist the City in the event it wishes to comprehensively improve, renovate and/or replace the existing conference facility structure by September 30, 2004. In such case, the County agrees to provide a one-time, 50% split of the costs up to a maximum County contribution of THIRTY-FIVE THOUSAND DOLLARS ($35,000) if the City provides the County with at least twelve (12) months advance notice of when the funds are needed. The County shall provide this funding on a reimbursement basis after a jointly-approved list of improvements, renovations, and related items: (1) has been developed; (2) the City has awarded the associated contract(s); and (3) the County has received suitable documentation pertaining to the work that has been done and the City’s share of the costs.

Upon execution of the Agreement, the County would be responsible for informing the on-site caretaker that his services were no longer needed and that he would have thirty days to vacate the residence. The caretaker has been aware of the negotiations for some time and was informed two weeks ago that the 30-day notice would be forthcoming in the next few weeks.

Once the agreement is executed, staff will regularly inspect the Park every 90 to 120 days, as it does all other County Park and Open Space properties, to insure that the Use Agreement is being honored.

**LEGAL INFORMATION**

The Use Agreement has been reviewed by both the City and County legal departments and has been approved in content and form.

**RECOMMENDATION**

In a unanimous vote by the Park and Open Space Board at its February 6, 2003 meeting, it was recommended that the County enter into the proposed Use Agreement with the City of Cedar Hill for the maintenance and operation of Lorch Park.

Recommended by:

---

J. Allen Clemson, Administrator

Attachment

cc: Virginia Porter, County Auditor  
Ryan Brown, Budget Officer  
Wayne Malecha, Chairman, Park and Open Space Board  
Joe Walker, Caretaker, Lorch Park  
Steve Meadors, Director, Parks and Recreation, City of Cedar Hill
LORCH PARK
OPEN SPACE USE AGREEMENT

THE STATE OF TEXAS  §
COUNTY OF DALLAS  §

This Open Space Use Agreement (the "Agreement") is entered into this ___ day of __________, 2003 by and between Dallas County (the "County") and the City of Cedar Hill, Texas, (herein the "City"), a Texas municipal corporation.

WHEREAS, the City and the County desire to promote the preservation of open space areas and natural park lands for the use and benefit of the public and future generations; and

WHEREAS, the City owns approximately 82 acres of open space property, which is known as Lester Lorch Park (the "Park"), that is located within the corporate limits of the City; and

WHEREAS, the Amended Charitable Gift dated December 28, 1981 by and between Lester Lorch and the County and the original Charitable Gift by and between Lester Lorch and the County dated October 8, 1976 (both known as the "Gift Deeds") are incorporated herein and made a part hereof; and

WHEREAS, the County and the City desire to enter into an agreement whereby the County shall retain the exclusive right to control the Park, but is employing the City to supervise and/or operate the Park, and to employ proper persons for this purpose in strict accordance with the Gift Deeds, the Adopted Policies for the County’s Park & Open Space Program, attached hereto and incorporated for all purposes, and pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH:

NOW, THEREFORE for and in consideration of the foregoing recitals, and for and in consideration of the mutual agreements, covenants, conditions and provisions contained herein, the parties hereto agree, concerning the Park, as follows:

I. TERM OF AGREEMENT

The County shall always retain exclusive rights to control the Park. The County and the City agree that upon the execution of this Agreement, the City shall be the County’s Park Administrator for the Park for ninety-nine (99) years, beginning as of April 1, 2003, subject to
II. OPERATIONAL RESPONSIBILITIES

Under the terms of this Agreement, the City, as acting Park Administrator, will be responsible for supervising, maintaining, and operating the Park. The Park shall be operated and maintained fully in accordance with the terms of Dallas County Commissioners Court Order 82-118, attached hereto and incorporated herein for all purposes. Such terms include, but are not limited to, having the City, as acting Park Administrator, operate the Park in the following manner:

1. The property shall be known as Lester Lorch Park and shall be used as a park and only as a park and for no other purpose.

2. The Park shall be operated for the benefit of the people of Dallas County and must be open to all persons, regardless of race, religion, or creed.

3. The Park shall be open to the public a minimum of twelve (12) consecutive months per calendar year.

4. The operating hours for the Park, while same is open, shall be 8:00 a.m. until sundown, seven (7) days week with the City having the authority to extend these hours for special purposes or events. The City shall open and close the Park each day of the week during its months of operation by opening and closing a gate which shall be sufficient to prevent persons from entering the Park during its hours/months of non-operation.

5. No parking for boats or boat trailers shall ever be allowed within the Park.

6. No hunting or the discharge or use of any type of weapon, including blow guns, firearms, or bows and arrows, shall ever be allowed within the Park.

7. The City has the right to control the Park’s on-site facilities, including the right to set its own regulations and to issue permits to groups, organizations, associations, or clubs for movies, television filming, advertising purposes, picnics or any other gathering for any purposes, political or otherwise, so long as neither the obligations in the Gift Deeds and the County’s Park & Open Space Program Policies are violated. Similarly, the City shall have the right to refuse to issue a permit to any group, organization, association or club that, in the City’s opinion, would create a nuisance, riot, pose a threat of violence of any kind, or that would tend to create an area for the use of illegal drugs. No permit shall be issued for a “Rock Festival” or anything of this nature. The City shall have the right to charge reasonable fees for the aforementioned permits.

8. No dormitories or sleeping facilities may be constructed within the Park. However, other public facilities and improvements such as barbecue grills, fences, additional parking areas, trails, picnic areas, and open roof protected rain shelters may be constructed with prior approval from the County.

9. No trees shall be cut down except those needed to: build roads, walks, bridges, or enlarge the existing lake or for the purpose of building another lake, or to thin out existing groves, or to eliminate rotting or dying ones.
10. The Park's grounds shall be maintained in a manner and frequency in order to have the Park in a condition so as to be inviting to the public. Similarly, the Park's parking lot shall be maintained in a manner so as to be functional, free of litter and debris, and inviting to the public, all at the sole cost of the City.

11. For purposes of this Agreement, "Park Grounds" are defined to be the open meadows, areas surrounding the conference facility, parking lots, picnic tables, lake and trails that are mowed and cleared as a part of the maintenance of the recreational area provided within the Park. Park grounds do not extend into the heavily-wooded areas of the Park where fallen trees and limbs provide habitat and forage for the wildlife as well as nourishment to the forest and the plants therein in order that the forested land may continue to be self-sustaining. Litter, fallen limbs and trees and other debris shall be removed in a manner and at a frequency so that the same shall not be allowed to collect on the park grounds so that the Park shall be inviting to the public.

12. Fences, drives, gates, signs, and other facilities and improvements now erected or hereinafter erected shall be maintained on a basis to insure that same will not deteriorate to the point of needing replacement and in a manner so that same shall be inviting to the public.

13. The City shall maintain, add to and amend, as necessary, informational signage on the Park premises setting forth the hours of operation for the Park, the Park's rules and regulations, and the telephone number of the appropriate authority from whom special permission for use of the Park by groups, organizations, schools, and other parties may be sought.

14. The City shall maintain the permanent gate at the entrance of the Park with a sturdy lock in order to prevent entrance to the Park during hours of non-operation. Also, the City shall maintain a barricade system around the parking lot sufficient to keep automobiles and other large vehicles from entering the Park proper, at the sole cost of the City.

15. The City may be responsible for keeping the Park's water features stocked with fish for natural maintenance and recreational purposes.

III. MISCELLANEOUS OPERATIONAL REQUIREMENTS

Besides any other operational requirements contained within this Agreement, the City shall operate the Park in accordance with whatever current County Park & Open Space Program policies are in effect, as well as with the following additional provisions:

1. Explosive fireworks of any kind shall absolutely be forbidden within the Park at anytime; Use and display of other fireworks, including, but not limited to, "sparklers" and "fountains" and other incendiary devices, are strictly forbidden within the Park.

2. Absolutely no native Texas or other native American animals are to be harassed, molested, or hunted within the Park. These include birds, mammals, amphibians, and reptiles. Reptiles include all native Texas snakes, which include and are not limited to,
coral snakes, rattlesnakes, copperheads, and water moccasins. However, fishing shall be permitted on the water feature in the Park.

3. Installation of such amenities as benches, picnic tables, and signage are permitted with the prior approval of the County when such amenities are consistent with the policies of the County’s Park & Open Space Program and Court Order 82-118.

4. Entry signage shall prominently note that the Park is a County Park and that it is managed and operated by the City as the County’s Park Administrator.

5. No boats or watercraft, other than necessary rescue, maintenance, and safety watercraft, shall be allowed on the Park and/or its water features.

IV. TERMINATION OF EXISTING PERSONAL SERVICES AGREEMENT

The County currently has a Personal Services Agreement, dated November 6, 1990, with Joe W. Walker, who resides within and serves as an on-site park ranger/manager and Park Administrator at the Park for the County. Under the terms of this Personal Services Agreement, the County may terminate this agreement with Mr. Walker with thirty (30) days advance written notice, and upon receipt of this notice, Mr. Walker must vacate the Park’s residence and remove all of his personal effects within this time period. The County will provide Mr. Walker with thirty (30) days advance notice of termination on the same date that this Agreement is fully executed. Once this Agreement is fully executed, it shall be the responsibility of the City to contact Mr. Walker and to determine what services, if any, Mr. Walker will continue to provide prior to the termination of the Personal Services Agreement between Mr. Walker and the County.

V. CONFERENCE FACILITY

The City shall provide utilities (water, sewer, trash collection, electricity, gas, etc.) to and maintain the Park’s structure that has previously been used as a residence for the County’s on-site park ranger/manager and as a conference facility. The City will be responsible for marketing the Park and its conference facility in an appropriate manner so as to ensure that this property will be regularly used by the public. The City will also be responsible for receiving and reviewing reservation requests for the conference facility and for scheduling any reservations that are approved.

The City has the right to control the use of the conference facility so long as the provisions of the Gift Deeds and the County’s Park & Open Space Program’s policies are strictly upheld. The City may also charge a reasonable fee for the use of this conference facility.

The County shall also have the right to reserve and utilize the conference facility without any charge with at least thirty (30) days advance notice. It is understood that such right is conditioned upon there not already being a reservation in place for the time that the County wishes to reserve the facility.
VI. REPORTING

A. The City shall provide the County with the following written information no later than October 31 of each year that this Agreement is in effect:

1. The amount of revenue received from the Park's various rental fees and permits for the City's most recently completed fiscal year.

2. The dates the Park and/or its conference facility was reserved, by whom, and for how long during the City's most recently completed fiscal year.

B. The City shall provide all other information and accounting associated with the Park as requested by the County within fourteen (14) days of each request, or as otherwise agreed to.

VII. REPAIRS, FUTURE RENOVATIONS AND IMPROVEMENTS

Routine maintenance and repair items do not need pre-approval by the County and would include, but not be limited to: replacing broken windows, installing new appliances, changing light bulbs, repairing minor plumbing or electrical problems, or painting without changing colors. The City shall be solely responsible for these costs.

Plans for any construction or improvement that materially affects the exterior, the interior, or the use of the conference facility must be pre-approved in writing by the County. This would include, but not be limited to: changing the paint color of the structure, expanding or decreasing the structure's size, installing a new roof, or replacing the structure's air conditioning. The City shall be solely responsible for these costs, unless otherwise agreed to herein.

Any repairs, improvements to, renovation or replacement of the conference facility will be supervised by the City who will be responsible for hiring the contractors, inspecting the work, and determining when the work has been satisfactorily completed.

In the event the City wishes to comprehensively improve, renovate and/or replace the existing conference facility structure by September 30, 2004, the County agrees to provide a one-time, 50% split of the costs up to a maximum County contribution of THIRTY-FIVE THOUSAND DOLLARS ($35,000) if the City provides the County with at least twelve (12) months advance notice of when the funds are needed. The County shall provide this funding on a reimbursement basis after a jointly-approved list of improvements, renovations, and related items: (1) has been developed; (2) the City has awarded the associated contract(s); and (3) the County has received suitable documentation pertaining to the work that has been done and the City's share of the costs.

The County agrees, by September 30, 2004, to remove approximately six (6) dead trees from the Park, to demolish the Park's existing conference facility, and to make repairs to the Park's dam.
In addition, the County also agrees to improve the Park’s entrance drive and parking area by September 30, 2004 using the personnel and equipment of County Road & Bridge District No. 4, subject to the project’s design/scope being consistent with County Road & Bridge District capacity, the City providing the project’s materials or the funding needed for the materials, and the parties reviewing and approving the project’s design/scope.

VIII. PARK FURNISHINGS AND SIGNS

Replacement of signs due to vandalism, weathering, fire, theft or an act of God, such as, but not limited to, flood, wind, and hail, will be the responsibility of the City. Park signs are to be replaced within ninety (90) days of their loss or destruction or upon notification by the County that such replacement is needed. Installation of new signs or any change in existing sign design, color combinations, wording, or location must be pre-approved in writing by the County. Park furnishings such as picnic tables, benches, bicycle racks, trash cans, and grills that are vandalized or stolen will be subject to replacement by the City within ninety (90) days of their loss or destruction or upon notification by the County that such replacement is needed.

IX. NAMING TRAILS AND FEATURES WITHIN PARK

Names for trails and other features (like creeks, ponds, geologic features or man-made structures or improvements) within the Park must be approved by the County. In general, no feature may be named for a living person unless to acknowledge a major financial benefactor.

X. POLICE AND FIRE PROTECTION

The City agrees to provide normal police and fire protection for the property at all times, and shall take reasonable precautions to guard the property from abuse through vandalism or wanton destruction.

XI. PAYMENT OF GOVERNMENTAL FUNCTIONS

The City agrees to pay for the performance of governmental functions or services in connection with the property, excluding emergency assistance from the County, from the City’s current, available revenues.

XII. USE AND CONVERSION OF PARK LAND TO OTHER USES

The Park must be used in a manner consistent with the policies of the County’s Park & Open Space Program, the Gift Deeds’ restrictions, and the City’s policies and ordinances, all as
incorporated herein. Conversion of this Park to any use other than a public park area is strictly prohibited.

XIII. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The City and the County shall perform and exercise all rights, duties, functions and services in compliance with all applicable Federal, State and local laws and regulations.

XIV. ENFORCEMENT AND TERMINATION

If the City fails to fulfill any condition or term of this Agreement, then upon sixty (60) days written notice to the City, the County may take any corrective action reasonable and necessary to effect such conditions or terms; for which, the City shall bear all costs. Furthermore, the County may require the City to remove any or all unauthorized improvements, fixtures, or other unauthorized alterations to the property prior to date of termination, for which the City shall bear all costs.

This Agreement may be terminated by the mutual consent of both the City and the County or either party with 90-days written notice. Upon termination, the County agrees to provide the City reasonable time to remove portable equipment or facilities and the County agrees to purchase all duly authorized permanent improvements erected by the City on the property beyond what is required by this Agreement or the Gift Deeds at fair market value as allowed by law.

XV. HOLD HARMLESS

The City agrees to save, protect, defend and hold harmless the County and its employees, agents, officers and servants from any and all losses, claims, liens, demands and causes of action of every kind including, but not limited to, personal injuries, death or damages to property, and all other claims or demands of every character occurring or in anyway incident to, arising directly or indirectly out of, or in any manner connected with: (1) this Agreement; (2) the operation of recreation or development programs held at the Park; and/or (3) the negligence of City employees, agents, or servants, to the extent provided by law; excluding:

1. any liability or obligation of the County arising under or from the breach of any contract or agreement to which the City is not a party; and

2. any tort claim or liability arising from the sole negligence of the County or its agents, servants or employees.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense that may be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this
Agreement not otherwise existing at law. The County is self insured under the Texas Tort Act and will be solely liable under those terms and conditions.

XVI. GOVERNING LAW AND VENUE

This Agreement is made subject to the Sovereign Immunity of County, Title 5 of the Texas Civil Practice & Remedies Code, and all applicable state and federal laws. This Agreement shall be enforced 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.

XVII. GENERAL PROVISIONS

1. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

2. Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other.

3. This Agreement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, approved by formal order of the Dallas County Commissioners Court, and signed by the parties at the time of the modification.

4. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by certified mail, return receipt requested, addressed to the County and/or City respectively at the time of the notification, at the address below:

DALLAS COUNTY:
Director of Planning & Development
Dallas County Commissioners Court
411 Elm Street, Third Floor
Dallas, TX 75202

CEDAR HILL:
City Manager
City of Cedar Hill
502 Cedar Street, P.O. Box 96
Cedar Hill, TX 75104

By their signatures below, the duly authorized representatives of Dallas County and the City of Cedar Hill accept the terms of this Agreement in full.

EXECUTED this the ________ day of __________________, 2003.

DALLAS COUNTY: CEDAR HILL:
By: Margaret Keliher
County Judge

APPROVED AS TO FORM:

By: Janet Ferguson
Chief, Civil Section
District Attorney’s Office

By: Alan Sims
City Manager

APPROVED AS TO FORM:
February 6, 2003

MEMORANDUM

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyk
Budget & Policy Analyst II

SUBJECT: Constable Precinct Five (Constable Dupree) Traffic Enforcement Program

BACKGROUND

During early FY97, Commissioners Court approved a policy regarding Constable traffic enforcement programs (Court Order 97-2387 Attachment A), to attempt to avoid potential conflicts between Constables and Municipal Police Forces.

Since the adoption of this policy, Commissioners Court has approved traffic enforcement programs for Constable Evans (four Traffic Deputies), Constable Gothard (six Traffic Deputies), Constable Skinner (eight Traffic Deputies) and Constable Dupree (two Traffic Deputies).

The purpose of this briefing is to provide Commissioners Court with a recommendation concerning a request by Constable Precinct Five (Constable Dupree) to expand his traffic enforcement program.

OPERATIONAL IMPACT

Constable Dupree submitted a request during the FY2003 budget process requesting approval to expand his traffic enforcement program with two additional officers within the City of Dallas. The City of Dallas did not pass a resolution for FY2003 allowing any of the Constables to expand their traffic enforcement programs. In January 2003, the City of Dallas City Council passed a resolution allowing the Constables to continue their traffic enforcement programs.

Constable Dupree has secured an agreement with the City of Cockrel Hill to operate the traffic enforcement program within the city limits, effective January 1, 2003. The City of Cockrel Hill has an estimated population of 4,450 and covers 0.5 square miles (Attachment B).

The Cockrel Hill Police Department has a full-time staff of 36 people. The City has ten (10) patrol officers who enforce traffic laws. These officers patrol approximately thirty (30) streets. On average, the patrol officers issue 240 traffic citations per month.
The Office of Budget and Evaluation recommends that the two Deputies be added to Constable Dupree’s traffic enforcement program for the City of Cockrel Hill effective March 1, 2003.

**FINANCIAL IMPACT**
The Office of Budget and Evaluation estimates the cost of the traffic program expansion would be $69,734. This figure includes salaries and benefits for seven months (March – September), property less than $5,000, radios less than $5,000 and uniforms, including bullet proof vests.

Constable Dupree’s existing traffic program produced a net revenue (revenue – expenses) of $40,000 in the first quarter of FY2003. The projected net revenue for FY2003 for Constable Dupree’s existing traffic program is $160,000.

When Constable Pappas, Constable Precinct 3A, merged his precinct with Constable Precinct 3, two traffic vehicles and equipment were placed in the vehicle pool because Constable Pappas’ traffic program was canceled. The Office of Budget and Evaluation recommends that the two vehicles be used for Constable Dupree’s expansion. One of these vehicles is currently being used by Constable Richardson to perform non-traffic related activities. It is recommended that Constable Richardson be provided a different vehicle and the traffic equipped vehicle be transferred to Constable Dupree for use by the traffic officer. By using the already equipped and approved traffic vehicles, the County will save over $50,000.

**LEGAL IMPACT**
Constable Dupree’s request for a City of Cockrel Hill traffic enforcement program has met all policy requirements including:

a) A Resolution from the City of Cockrel Hill supporting the Cockrel Hill Police Department’s one year “Police and Constables in Partnership Program” with Dallas County Constable Precinct 5 (Attachment B Resolution),
b) A letter from the affected Justice of the Peace Office supporting the traffic enforcement program (Attachment C), and
c) A copy of Constables Precinct Five’s high-speed pursuit policy (Attachment D) and racial profiling policy (Attachment E).

**RECOMMENDATION**
The Office of Budget and Evaluation recommends that Constable Dupree expand his traffic enforcement program with two Deputy Constables to perform traffic enforcement duties in the City of Cockrel Hill for one year, as part of the “Police and Constables in Partnership Program.” The City of Cockrel Hill’s resolution took effect January 1, 2003.
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 2nd day of December, 1997, on motion made by Mike Cantrell, Commissioner of District No. 2, and seconded by Jim Jackson, Commissioner of District No. 1, the following Order was adopted:

WHEREAS, the Dallas County Commissioners Court approved by Commissioners Court Order 97-601 dated April 1, 1997 a policy regarding Constable traffic patrols; and

WHEREAS, the Dallas County Commissioners Court desires to refine and clarify such policy

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that it does hereby rescind Commissioners Court Order 97-601 dated April 1, 1997 and approves a revised policy regarding Constable traffic patrols which is attached hereto.
DONE IN OPEN COURT this the 2nd day of December, 1997.

Lee F. Jackson
Dallas County Judge

Jim Jackson
Commissioner, District No. 1

Mike Cantrell
Commissioner, District No. 2

John Wiley Price
Commissioner, District No. 3

Kenneth A. Mayfield
Commissioner, District No. 4

Recommended by

ITEM #12 ON AGENDA - TUESDAY, DECEMBER 2, 1997.
POLICY REGARDING CONSTABLE TRAFFIC PATROLS

Since almost all Dallas County residents reside in an incorporated city, Dallas County Constables have historically served papers for and provided security to the Justice of the Peace courts but have not been staffed to conduct regular law enforcement or traffic enforcement patrol activities. The staffing formulas for Constables’ offices do not provide credit for patrol activities. There may be circumstances in which Dallas County Constables have opportunities for targeted enforcement activities which are fiscally self-supporting, do not conflict with services to the Justice of the Peace courts, and are supported by the city or cities in which the patrol activities are located. The Dallas County Commissioners Court does not plan to change the basic staffing formula for Constable offices, but will consider each request from a Constable for traffic patrol staffing based on the following uniform guidelines:

A) Traffic enforcement programs shall be self-liquidating as certified by the County Auditor, and will be subject to an initial six month financial review.

B) Traffic programs shall be funded only if jointly requested by both the Constable and Justice(s) of the Peace.

C) Prior to funding a constable traffic unit that is intended to operate within a city’s corporate limits, the Commissioners Court will solicit and obtain a written acknowledgment from the affected City Manager. The Commissioners Court will then advise each affected City Council of the Constable’s request and ask for a formal action by the City Council. This action will acknowledge the proposal and indicate the City’s preference either to add this additional service in that city or not to add such a service. The acknowledgment will indicate that the proposed traffic unit is a desired addition to the law enforcement services provided within that City. The city official City Council providing the acknowledgment may at any time rescind such acknowledgment through written communication a formal resolution to the Commissioners Court, after which the Court’s policy will be to discontinue funding for the program as soon as practicable.

D) Constables will conduct routine traffic patrol only within their precinct, except where a city is located in more than one precinct and prior written approval from all affected Constables and cities is provided to the Commissioners Court and supported by the County Commissioner representing that city.

E) The Constable shall provide the Commissioners Court with his or her written policy on engaging in high-speed pursuits.
F) The Constables and Justices of the Peace shall provide monthly reports detailing the traffic patrol activities and fines collected by their offices.

G) The County will not provide staff or equipment for part-time traffic enforcement.
Dear ______________:

Since almost all Dallas County residents reside in an incorporated city, Dallas County Constables have historically served civil papers, criminal warrants for hot checks and other Class C misdemeanors and provided security to the courts, but have not been staffed to conduct regular law enforcement or traffic enforcement patrol activities. There may be circumstances in which Dallas County Constables have opportunities for targeted enforcement activities which are fiscally self-supporting, do not conflict with services to the Justice of the Peace courts and are supported by the city or cities in which the patrol activities are located.

Constable ______________, Precinct ___, has proposed a traffic enforcement program in the City of ________________ and we are seeking the City’s opinion of this proposed program.

We recognize that the City will not have any legal authority over this project or any liability for its activity. We are willing to expand law enforcement services where there is a clear need, but we wish to avoid duplication and potential conflicts. Therefore, we request that you indicate on the passage of the attached form resolution your City’s position about the proposed traffic program and return it to the Commissioners Court at the earliest opportunity.

Thank you for your assistance.

Sincerely,

Lee F. Jackson
Dallas County Judge

Jim Jackson
Commissioner, Dist. 1

Mike Cantrell
Commissioner, Dist. 2

John Wiley Price
Commissioner, Dist. 3

Kenneth A. Mayfield
Commissioner, Dist. 4
RESOLUTION NO. __________

DATE: ________________

STATE OF TEXAS §

CITY OF ____________ §

BE IT REMEMBERED, at a regular meeting of the City Council of the City of

________________________________ held on the ______ day of ________________________,
1997, on motion made by ________________________________, and

seconded by ________________________________________, the following Resolution was

adopted:

WHEREAS, the Dallas County Commissioners Court has presented the City of

______________________________ a proposal from Constable

______________________________ to perform additional traffic patrol services; and

WHEREAS, Dallas County only desires that the additional law enforcement services are provided
when the City finds that no duplication and potential conflict exists

NOW THEREFORE BE IT RESOLVED that the City of ______________________ welcomes the
additional traffic patrol services which may be provided by the office of Constable

______________________________ , Precinct ______.

OR

NOW THEREFORE BE IT RESOLVED that the City of ______________________ wishes to
continue to provide all necessary traffic patrol services through its own Police Department and prefers that
the Constable's offices continue to provide paper service and Justice of the Peace Court security in our

city.

DONE this the ________________ day of ________________________, 1997.

SIGNATURES

553 0188
RESOLUTION

ATTACHMENT B

WHEREAS, Dallas County Constable Pct. 5 and the Cockrell Hill Police Department are committed to crime prevention, traffic enforcement, truancy, and the apprehension of criminals to ensure the safety of citizens in the City of Cockrell Hill; and

WHEREAS, on Tuesday, October 8, 2002, the Cockrell Hill City Council endorsed the "Police and Constables in Partnership Program"; and

WHEREAS, Dallas County Constable Pct. 5 has agreed to work with the Cockrell Hill Police Department on a program in the City of Cockrell Hill beginning January 1, 2003; and

WHEREAS, the City of Cockrell Hill is located within Dallas County Constable Pct. 5; and

WHEREAS, the program's objective is to reduce motor vehicle accidents, incidences of crime through traffic enforcement, truancy enforcement, and warrant arrests; and

WHEREAS, the fine schedule of the Dallas County Justice of the Peace Courts in Pct. 5 have been modified to be consistent with the fine schedule of the City of Cockrell Hill Municipal Court; and

WHEREAS, the Cockrell Hill Police Department's pilot program results will be monitored on a monthly basis and will be evaluated yearly; NOW THEREFORE.

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF COCKRELL HILL:

Section 1. That the Cockrell Hill Police Department begin a pilot program "Police and Constables in Partnership Program" for increased traffic enforcement, crime reduction efforts, truancy enforcement and warrant arrest with Dallas County Constable Precinct 5 is hereby endorsed.

Section 2. That the one year program begins as of January 1, 2003; and provides the following:

1) Dallas County Constable Precinct 5 will provide two squad cars for traffic enforcement in the neighborhoods;
2) reduction in vehicle accidents;
3) reduction in truancy
4) increase in visibility of uniformed officers and marked patrol vehicles;
5) increase in crime reduction efforts; and
6) increase in agency communication and cooperation.

Section 3. That the resolution shall take effect immediately upon passage in accordance with the provision of the charter of the City of Cockrell Hill and its is accordingly so resolved.
June 29, 2001

Mr. Ryan Brown
Senior Analyst
Budget Office

Mr. Brown:

I understand that there will be additional deputies added to the staff of the precinct six Constable. The purpose of this increase is to provide additional traffic patrol and control. As always, this court will process any and all traffic citations filed by the Constable's office. Accordingly, the additional case load of this court may result in the need for additional court personnel.

Respectfully,

Juan Jasso
PURSUIT CHASE POLICY

I PURPOSE OF PROCEDURE

The primary purpose of this procedure is to secure a balance between the protection of the lives and safety of the public and Deputy Constable’s and Law Enforcement’s duty to enforce the law and apprehend violators. Since there are numerous situations which arise in Law Enforcement that are unique, it is impossible for this procedure or any standard operating procedure to anticipate all possible circumstances. Therefore, this procedure is intended to guide a Deputy’s discretion in matters of vehicular pursuit.

No Deputy of Supervisor shall be criticized or disciplined for a decision not to engage in a vehicular pursuit based on the risk involved, even in circumstances where this procedure would permit the commencement or continuation of the pursuit.

II DEFINITIONS

A. Boxing In: The surrounding a violator’s moving vehicle with moving pursuit vehicles which are the slowed to a stop with the violator’s vehicle.

B. Divided Highway: A road which includes a physical barrier between traffic traveling in opposite directions.

C. Heading Off: An attempt to terminate a pursuit by pulling ahead of, behind or toward a violator’s moving vehicle to force it to the side of the road or to otherwise come to a stop.

D. Law Enforcement Deputy: Any person sworn to uphold the law who is certified by the State of Texas as a Peace Officer.

E. Paralleling:

1. Street Paralleling: Driving a Constable’s vehicle on a street parallel to a street on which a pursuit is coming.

2. Vehicle Paralleling: A deliberate offensive tactic by one or more County vehicles to drive alongside the pursued vehicle while it is in motion.

F. Pursuit Driving: Pursuit driving is an active attempt by a Law Enforcement Deputy operating a motor vehicle and utilizing emergency warning lights and audible device to apprehend one or more occupants of another moving vehicle when the Deputy reasonably believes that a driver of the fleeing vehicle is aware of the Deputy’s attempt to stop the vehicle and is resisting apprehension by increasing vehicle speed, ignoring the Deputy or otherwise attempting to elude the Deputy.
G. Pursuit Vehicles:

1. **Primary Unit**: The police vehicle that initiates a pursuit or any unit that assumes control of the pursuit as the lead vehicle (the first police vehicle immediately behind the fleeing suspect).

2. **Secondary Unit**: Any police vehicle which becomes involved as a back-up to the primary unit and follows the primary unit at a safe distance.

H. Roadblock: A restriction or obstruction used or intended for the purpose of preventing free passage of motor vehicles on the roadway in order to effect the apprehension of a violator.

1. **Avenue of Escape**: A gap in a roadblock which requires the violator to decrease the vehicle's speed to permit the violator to bypass the roadblock.

2. **Blocking Vehicle**: A motor vehicle, often a Law Enforcement vehicle, this is placed perpendicular to a roadway or angled in such a way as to create a roadblock.

I. Patrol Supervisor: A deputy who, by virtue of rank or assignment, is responsible for the direction or supervision of the activities of other Deputies.

J. Vehicle Contact Action: Any action undertaken by the pursuing Deputy intended to result in contact between the moving police vehicle and the pursued vehicle.

K. Violator: Any person who a Deputy reasonably believes: 1. has committed an offense; or 2. poses an immediate threat to the SAFETY of the public or other Deputies.

III DECIDING WHETHER TO PURSUE

A. A Deputy has the authority at all times to attempt the stop of any person suspected of having committed any criminal offense or traffic violation. It is clear that while it is the Deputy who initiates the stop, it is the violator who initiates the pursuit. The Deputy's decision to pursue should always be undertaken with an awareness of the degree of risk to which the Law Enforcement Deputy exposes himself and others. The Deputy must weigh the need for immediate apprehension against the risk created by the pursuit.

B. Authorization to Pursue

1. Fresh pursuit or chase at high speed is justified only when the Deputy knows or has reasonable grounds to believe the violator has committed or attempted to commit a serious Felony. A serious Felony is one that involved an actual or threatened attack which the Deputy has reasonable cause to believe could result in death or serious bodily injury, i.e.: Murder, aggravated sexual
assault, armed robbery, burglary of a habitation or arson of an occupied building.

2. Deputies are permitted to resort to fresh pursuit at moderate speeds if necessary, to apprehend motor vehicle operator who have committed traffic violations, other Misdemeanors or Felonies that did not involve an actual or threatened attack which may have resulted in death or serious bodily injury, i.e.: authorized use of vehicle; however, in doing so, the fresh pursuit must not be conducted at high speed, except when attempting to apprehend those violators enumerated in Section 1 above.

3. Pursuit for motor vehicle offenses is not authorized under the above criteria unless the violator's vehicle is being operated so as to pose immediate threat to the safety of another person.

C. In the event that one of the authorization requirements is satisfied, a pursuit should not be automatically undertaken. A Deputy must still consider the following factors:

1. Likelihood of successful apprehension;

2. Whether the identity of the violator is known to the point where later apprehension is possible;

3. Degree of risk created by pursuit:
   a. Volume, type, speed and direction of vehicular traffic;
   b. Nature of the area: residential, commercial, school zone, open highway, etc:
   c. Population density and volume of pedestrian traffic;
   d. Environmental factors such as weather and darkness;
   e. Road conditions: construction, poor repair, extreme curves, ice, etc.

4. Deputy characteristics:
   a. Driving skills;
   b. Familiarity with roads;
   c. Condition of police vehicle.

D. Terminating the Pursuit

1. The pursuing Deputy shall terminated the pursuit:
a. If instructed to do so by a Supervisor; or

b. If the Deputy believes that the danger to the pursuing Deputies or the public outweighs the necessity for immediate apprehension of the violator; or

c. If the violator’s identity is established to the point where later apprehension may be accomplished and where there is no immediate threat to the safety of the public or the Deputies; or

d. If the pursued vehicle’s location is no longer known or the distance between the pursuing vehicles and the violator’s vehicle becomes so great that further pursuit is futile; or

e. If there is a person injured during the pursuit and there are no police or medical personnel able to render assistance; or

f. If there is a clear and unreasonable danger to the Deputy or the public. A clear and unreasonable danger exists when the pursuit requires that the vehicle be driven at excessive speeds or in any other manner which exceed the performance capabilities of the pursuing vehicles or Deputies involved in a pursuit; or

g. If advised of any unanticipated condition, event or circumstance which substantially increase the risk to public safety inherent in the pursuit.

IV ROLE OF THE PURSUING DEPUTY

A. The decision to initiate and/or continue a pursuit requires weighing the need to immediately apprehend the violator against the degree of risk to which the Deputy and others are exposed as a result of the pursuit.

B. Upon the commencement of a pursuit, the pursuing Deputy will immediately activate emergency lights, audible device and headlights.

C. Once the pursuit has been initiated, the primary unit must notify communications and a Supervisor providing as much of the following information as in known:

1. Reason for the pursuit;

2. Direction of travel, designation and location of roadway;

3. Identification of the violator’s vehicle: year, make, model, color, vehicle registration number and other identifying characteristics;

4. Number of occupants;
5. The speed of the pursued vehicle;
6. Other information that may be helpful in terminating the pursuit or resolving the incident.

V. VEHICULAR PURSUIT RESTRICTIONS

A. No pursuits will be conducted:
   1. In a direction opposite to the flow of traffic on a divided highway;
   2. In a Constable’s vehicle in which an individual who is not a Law Enforcement Deputy is either the driver or passenger.

B. No more than two Constable’s vehicles (Primary Unit and Secondary Unit) shall be actively involved in a pursuit unless otherwise specifically directed by a Supervisor.

C. An unmarked Constable’s vehicle will not participate in a vehicular pursuit unless it is equipped with an emergency light and an audible device. The unmarked car shall relinquish primary unit status immediately upon the participation of a marked vehicle.

D. To diminish the likelihood of a pursuit, a Deputy intending to stop a vehicle for any violation of the law shall, when possible and without creating a threat to the public safety, close the distance between the two vehicles prior to activating emergency lights and an audible device.

E. Throughout the course of a vehicular pursuit pursuing Deputies shall not attempt to overtake or pass the violator’s moving vehicle.

F. Upon approaching an intersection controlled by a traffic signal or signs or any other location at which there is a substantially increased likelihood of collision, the operator of any pursuit vehicle shall, prior to entering the intersection, reduce the vehicle’s speed and control the vehicle so as to avoid collision with another vehicle or a pedestrian. The Deputy shall observe that the way is clear before cautiously proceeding through the intersection.

G. Deputies involved in a pursuit will not engage in vehicle paralleling.

H. There shall be no street paralleling along the route unless the pursuit passes through a deputies assigned area. A patrol that is parallel-street-pursuing shall not join or interfere with a pursuit and shall stop all pursuit-related activity at the boundary of its assigned area.

I. Boxing in or heading off a violator’s moving vehicle is permitted only under extraordinary circumstances. These tactics substantially increase the risk inherent in the pursuit and shall only be employed.
1. At low speeds; and
2. With the approval of a Supervisor; or
3. In response to an imminent threat to the safety of the public or a Deputy.

J. Roadblocks must only be employed as a last resort in circumstances where deadly force would otherwise be justified.
   1. The use of a roadblock must be authorized by a Supervisor.
   2. At no time will a roadblock be established until all pursuing police vehicles are made aware of the roadblock and its location and have acknowledged this awareness.
   3. Once a roadblock has been established and a vehicle or barricade has been positioned in the roadway, there shall be:
      a. Adequate distance to see the roadblock;
      b. An avenue of escape; and
      c. No one in the blocking vehicle(s).

K. Deputies involved in a pursuit shall not fire any weapon from or at a moving vehicle nor engage in any vehicle contact action except as a last resort to prevent imminent death or serious injury to the Deputy or another person where deadly force would otherwise be justified.

VI ROLE OF THE SUPERVISOR

A. Upon being notified or becoming aware of the pursuit, the Supervisor shall decide as quickly as possible whether or not the pursuit should continue.

B. The Supervisor shall permit a pursuit to continue only if:
   1. There is reasonable belief that the violator has committed an offense enumerated in Section III-A or B of this policy; or
   2. There is reasonable belief that the violator poses an immediate threat to safety of the public or other Deputies.

C. The Supervisor shall order a pursuit terminated if he or she concludes that the danger to the pursuing Deputies or the public outweighs the necessity for immediate apprehension of the violator.

D. The Supervisor shall order the pursuit terminated if the suspect’s identity is established to the point where later apprehension may be accomplished and where
there is no immediate threat to public safety.

E. In recognition of the overall population density and volume of vehicular traffic in this State and the increased risk attendant to prolonged vehicular pursuits, a Supervisor shall order the termination of any pursuit of protracted duration unless the Supervisor determines that further pursuit is justified to respond to an immediate threat to public safety.

F. The Supervisor shall ensure for the duration of the pursuit, that this policy and agency procedures are followed by all Deputies.

G. At the conclusion of a chase/pursuit, the Supervisor will complete a copy of all reports relating to the incident and fill out a Chase Debriefing Form and submit it for review to the Constable.
ATTACHMENT E

DALLAS COUNTY CONSTABLE
PRECINCT 5

Racial Profiling Policy

I. PURPOSE

The purpose of the policy is to reaffirm the Dallas County Precinct 5 Constable’s commitment to unbiased policing in all its encounters between deputy constable and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our deputy constables from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. POLICY

It is the policy of this department to police in a proactive manner and, to aggressively investigate suspected violations of law. Deputy constables shall actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Deputy constables are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all person, whether drivers, passengers or pedestrians.

Deputy constables shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude deputy constables from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

III. DEFINITIONS

Racial Profiling - A law enforcement-initiated action based on an individual’s race, ethnicity, or national origin rather than on the individual’s behavior or on information identifying the individual as having engaged in criminal activity.
Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts.

The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an deputy constable is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling. Examples of racial profiling include but are not limited to the following:

1. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.

2. Detaining the driver of a vehicle based on the determination that a person of the race, ethnicity or national origin is unlikely to own or posses that specific make or model of vehicle.

3. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.

A law enforcement agency can derive at two principles from the adoption of this definition of racial profiling:

1. Deputy constables may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while deputy constables may use race in conjunction with other known factors of the suspect.

2. Deputy constables may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.

**Race or Ethnicity** - Of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.

**Pedestrian Stop** - An interaction between a deputy constable and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

**Traffic Stop** - A deputy constable who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.
IV. TRAINING

Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All deputy constables shall complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the deputy constable is licensed under Chapter 1701 of the Texas Occupations Code or the date the deputy constable applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a deputy constable license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

V. COMPLAINT INVESTIGATION

1. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.

2. Any employee who receives an allegation of racial profiling, including the deputy who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of racial profiling to their superior before the end of their shift.

3. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with the Constable. When applicable, findings and/or suggestions for disciplinary action, retraining, or changed in policy shall be filed with the Constable.

4. If a racial profiling complaint is sustained against a deputy constable, it will result in appropriate corrective and/or disciplinary action, up to and including termination.
VI. PUBLIC EDUCATION

This department will inform the public of its policy against racial profiling and the complaint process. Methods that will be utilized to inform the public are service and civic presentations. Additionally, information will be made available as appropriate in the Spanish language.

VII. CITATION DATA COLLECTION AND REPORTING

A deputy constable is required to collect information relating to traffic stops in which a citation is issued. On the citation the deputy constable must include:

1. the violator's race or ethnicity;
2. whether a search was conducted;
3. was the search consensual; and
4. arrest for this cited violation or any other violation

By March of each year, this department shall submit a report to the Dallas County Commissioners Court that includes the information gathered by the citations. The report will include:

1. a breakdown of citations by race or ethnicity;
2. number of citations that resulted in a search;
3. number of searches that were consensual; and
4. number of citations that resulted in custodial arrest for this cited violation or any other violation.

Not later than March 1st of each year, this department shall submit a report to the Dallas County Commissioners Court containing this information from the preceding calendar year.

VIII. COLLECTION AND REPORTING INFORMATION GATHERED FROM TRAFFIC AND PEDESTRIAN STOPS

A deputy constable who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense, shall record and report the following information:

1. A physical description of each person detained as a result of the stop, including:
   a) the person's gender;
   b) the person's race or ethnicity, as stated by the person or as determined by the officer to the best of his/her ability.

2. The street address or approximated location of the stop. The suspected offense or the traffic law or ordinance alleged to have been violated.
3. Whether the deputy constable conducted a search as a result of the stop and, if so whether the person detained consented to the search.

4. Whether probable cause to search existed and, if so, the fact(s) supporting the existence of that probable cause.

5. Whether any contraband was discovered in the course of the search and, if so, the type of contraband discovered.

6. Whether the deputy constable made an arrest as a result of the stop and/or search, and, if so, a statement of the offense charged.

7. Whether the deputy constable issued a warning or a citation as a result of the stop and, if so, a statement of the offense charged.

This department shall compile and analyze the information contained in these individual reports. Not later than March 1st of each year, this department shall submit a report to Dallas County Commissioners Court containing the information compiled from the preceding calendar year in a manner they approve. This report will include:

1. A comparative analysis of the information contained in the individual reports in order to:
   a) determine the prevalence of racial profiling by deputies in this department; and
   b) examine the disposition of traffic and pedestrian stops made by this department's deputies including searches resulting from stops.

2. Information relating to each complaint filed with this department alleging racial profiling.

This report will not include identifying information about a deputy constable who makes a stop or about an individual who is stopped or arrested by a deputy constable.
February 5, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Shawn Balusek
Budget & Policy Analyst II

SUBJECT: Management Initiative by Road and Bridge District #3

BACKGROUND
The goal of the Departmental Discretionary Account (D.D.A.) is to encourage managers to make cost-saving or revenue-producing suggestions. The D.D.A. guidelines require that such suggestions be analyzed by the Office of Budget and Evaluation and approved by Commissioner’s Court. The purpose of this briefing is to report on one such management initiative submitted by Road and Bridge District #3.

IMPACT ON OPERATIONS
Road and Bridge District #3 is requesting D.D.A approval to hold one position (Administrative Assistant, Grade F) vacant for a period of six-months and utilizing a part-time Administrative Assistant position to assist Road and Bridge District #3. They are requesting approval from the Commissioners Court to apply half of the savings to their D.D.A. and the other half to savings for the taxpayer.

In addition, Commissioner Price submitted in writing to the Office of Budget and Evaluation a request for a performance award for the current Administrative Assistant II employee. The submission identified responsibilities that the Administrative Assistant II employee would perform beyond the position’s established duties while the Administrative Assistant I position was filled by a part-time employee rather than a full-time employee. The Office of Budget and Evaluation has reviewed the request and has determined that the additional responsibilities are measurable and go beyond the established duties of the Administrative Assistant II position.

If Commissioners Court approves the D.D.A. initiative and the performance award request, Road and Bridge District 3 can enter into the agreement with the Administrative Assistant II employee. Following the completion of the six months, the Office of Budget
and Evaluation will provide Commissioners Court a recommendation based on the extent to which the Administrative Assistant performed the increased responsibilities. Once the Commissioners Court has approved the performance award, payment up to 8% of the employee’s annual salary can be made.

FINANCIAL IMPACT
Holding the Administrative Assistant I position vacant for six months, Road and Bridge District #3 will save Dallas County $24,693. The utilization of a part-time Administrative Assistant I position for the six-month period will cost an estimated $4,872, providing a net savings of $19,821. Accordingly, the appropriate D.D.A. addition for the vacant Administrative Assistant I management initiative will be $9,910. Taxpayer savings will also be $9,910.

RECOMMENDATION
The Office of Budget and Evaluation recommends that the Commissioners Court approve Road and Bridge District #3’s management initiative and request to enter into a performance contract with the current Administrative Assistant II position.
February 13, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: Notebooks for County Criminal Court judges

BACKGROUND
On January 14, 2003, the Office of Budget and Evaluation briefed Commissioners Court concerning a request to purchase notebook computers. Cynthia Calhoun, County Clerk, has requested the use of “Time Payment Fee” funds to purchase notebook computers for each of the County Criminal Court judges and manager. Fourteen notebooks had been requested, one for each judge and one for the County Criminal Court manager. The request was tabled due to concerns about the cost of the notebooks and the legal requirements of using the “Time Payment Fee” fund. The purpose of this briefing is to provide Commissioners Court clarification on these issues and produce a recommendation for this request.

OPERATIONAL IMPACT
Currently, each County Criminal Court judge uses one computer on the bench, and one in their offices. The addition of a notebook computer would allow them to use one computer for each of these areas. The use of Lexis/Nexus is one of the most important functions of the computers used by the County Criminal Court judges. Due to increases in content size from the Lexis/Nexus content provider, the current notebook computers are not sufficient in memory or processor speed to reasonably use these services. If approved the new notebooks would provide the judges with the capability to access Lexis/Nexus faster than the existing notebooks.

FINANCIAL IMPACT
The cost of the fourteen notebooks has been quoted at $30,800. As of December FY2002, the “Time Payment Fee” fund had a balance of approximately $104,000. As shown in Table 1 on the next page, the County Clerk, District Clerk, and Justice of the Peace courts contribute to this fund in varying proportions. Based on an average of the last three years’ worth of collections, the County Clerk collection of this fee accounts for roughly 35% of all funds received. Therefore, the County Clerk’s available funding from this source would be roughly $36,400 (35% of $104,000).
TABLE 1

<table>
<thead>
<tr>
<th>TIME PAYMENT FEE FUND CONTRIBUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk</td>
</tr>
<tr>
<td>District Clerk</td>
</tr>
<tr>
<td>Justice of the Peace Courts</td>
</tr>
</tbody>
</table>

When this matter was originally briefed, concerns were raised over the cost of these notebooks in relation to those available at retail outlets. Based on information provided by John Hennessey, Dallas County MIS Director, several factors contributed to the cost of these computers being higher than those found in a retail outlet. These factors are outlined in Table 2 below.

TABLE 2

<table>
<thead>
<tr>
<th>LAPTOP PRICE DIFFERENTIALS FROM RETAIL STORE OFFERINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>Windows Professional XP</td>
</tr>
<tr>
<td>3-year Warranty</td>
</tr>
<tr>
<td>512MB memory</td>
</tr>
<tr>
<td>County software</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

LEGAL IMPACT
According to Texas Government Code 51.921, Time Payment fees must be used for the purpose of improving the efficiency of the administration of justice in the county or municipality. When this matter was briefed on January 14, 2003, there was a question raised as to whether or not the Commissioners Court have sole authority over how these funds are spent. The District Attorneys' Civil Section has concluded that the use of these funds must come from the needs expressed by those collecting the funds. In this instance, the County Clerk has requested the purchase of these notebooks, and as the collector of these fees may present to Commissioners Court for approval a request to use these funds.

RECOMMENDATION
The Office of Budget and Evaluation recommends Commissioners Court authorize the purchase of fourteen notebook computers at a cost of $30,800, with funds from the Time Payment Fee escrow used for this purchase.
February 12, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyk
Budget & Policy Analyst II

SUBJECT: Professional Services Contract with Experio

BACKGROUND
In December 2002, the Commissioners Court requested that the Office of Budget and Evaluation prepare a briefing regarding the use of an independent consultant to review and monitor the Sheriff’s Office Budget in order to identify potential savings and the use of overtime.

IMPACT ON OPERATIONS
The Office of Budget and Evaluation has received a proposal from Experio Solutions, a consulting firm. Experio, along with a consultant with law enforcement experience, agreed upon by the Sheriff and County, would review jail overtime expenditures in order to identify opportunities for efficiencies and process optimization.

The proposal submitted by Experio details the work that will be performed. The project will consist of three phases, assessment, implementation and training and transition. During the assessment phase, Experio will gather and analyze department expenditures related to overtime costs. They will review policies and procedures, state standards and regulated staffing levels, organizational charts, span of control, management/supervision ratios, overtime payments by person, shift and location, sick leave by person, shift and location, and data outlining staffing patterns and workload trends. Interviews with personnel will also be conducted.

At the end of the assessment phase, Experio will present an analysis and recommendations identifying specific areas for overtime efficiencies and process optimization. The timeline for the project is one month. Week 1 will be spent gathering initial data and analysis. Week 2 will be spent conducting interviews and continued data analysis. During Week 3, Experio will conduct functional-level interviews and observations. For Week 4, Experio will develop recommendations and a report.
LEGAL IMPACT
The attached professional services contract has been provided to the District Attorney’s Office for review.

FINANCIAL IMPACT/CONSIDERATIONS
The total professional fees associated with this project will not exceed $40,000. This fee includes 10% M/WBE participation. During the assessment phase, Experio will have one Senior Manager, one Senior Consultant and one M/WBE team member over a four-week period. Out of pocket expenses for copying, supplies and mileage should be minimal and will be billed along with the consulting fees at the end of the Assessment phase.

There will be a separate fee for the consultant with law enforcement experience to review the report prior to its release to the County. This fee will be negotiated with the County prior to the review being performed.

RECOMMENDATION
The Office of Budget and Evaluation recommends that the Court approve the attached proposal submitted by Experio and enter into a professional services contract in the amount of $40,000, that will review jail overtime and identify opportunities for efficiencies and cost savings.
THIS CONTRACT is entered into by and between the COUNTY OF DALLAS (hereinafter referred to as "County") acting by and through the Commissioners Court of Dallas County, Texas, and Experio Solutions with the offices located at 1950 Stemmons Freeway, Suite 6053, Dallas, Texas, 75207, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County requires the services of a qualified firm to provide a review of jail overtime expenditures in order to identify opportunities for efficiencies and cost savings. Contractor will compile and provide, in written and electronic format, data analysis performed and recommendations for identifying specific areas for overtime efficiencies and cost reduction. In addition, the deliverable will include projected cost savings, a verification of the relief factor, an assessment of the County's mandated staffing utilization and recommendations regarding eligibility for overtime; and

WHEREAS, Contractor has agreed to provide such services for the compensation provided herein.

NOW, THEREFORE, County and Contractor, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

ARTICLE 1. TERM

This Contract becomes effective upon approval by the County (hereinafter "Effective Date") and shall terminate one month later, on the day of , 2003, unless earlier termination occurs as otherwise provided hereinafter, or the Contract is renewed as hereinafter provided at which time it will terminate at the end of the renewal period.

County, at its sole discretion, by notice to the Contractor prior to the termination date, shall have the right, but not the obligation, to renew this Contract for two (2) one (1) month periods from the date of termination at the same prices and conditions as contained herein.

The County will pay the Contractor $40,000 upon completion of the jail overtime review.

ARTICLE 2. SCOPE OF SERVICES

A. County covenants and agrees to do the following:

1. County, at its sole cost and expense, shall furnish to Contractor copies of all policies and procedures related to overtime pay, Sheriff's Office organizational charts, management/supervision ratios, overtime payments by person, by shift and by location, sick leave by person, by shift and by location and data outlining staffing patterns and workload trends. The above information may be furnished in hard copy, on diskettes or via e-mail (kstarr@experio.com). If diskettes are provided by the County, Contractor may request that County furnish a hard copy of the above items be furnished for verification purposes.
2. County will provide the assistance of the Sheriff’s Office and Office of Budget and Evaluation to review the documents against current regulations and mandates.

B. **Contractor covenants and agrees to do the following:**

1. **SCOPE.** Contractor covenants and agrees to compile and provide, in written and electronic format, data analysis, recommendations projected cost savings, work plan and proposal to implement changes.

2. Contractor will provide verification of the relief factor, an assessment of the County’s mandated staffing utilization and recommendations regarding eligibility for overtime.

3. **EQUIPMENT AND PERSONNEL.** Contractor, at its sole cost and expense, shall furnish all appropriate equipment, personnel, material and supplies in the amounts and number necessary to timely inspect, review, research, classify and edit or otherwise utilize the data furnished to Contractor by County to comply with the terms and conditions of this Contract.

4. **ELECTRONIC SUPPLEMENTATION.** Contractor agrees to provide the Supplements electronically and hard copy on a schedule desired to meet the County’s needs, e.g., weekly, monthly, bimonthly or quarterly as determined by County when such Supplemental Services are ordered.

4. **PRINTING AND BINDING.** Deliverables will be furnished in electronic format. Printing and binding specifications for the deliverable are as follows:

   (1) Copies. Twenty-five copies will be printed on 50 lb. white offset paper.

   (2) Page format. The page size will be 8 ½ x 11 inches. A page is defined as the area on one side of the paper. A sheet contains two pages.

   (3) Type size. Various type sizes will be utilized in the document. Text shall be in ten (10) point type unless County shall give notice to Contractor prior to notice of completion of the editorial work that County desires a larger or smaller type.

   (4) Tabular matter. Tables, drawings, designs, Algebra formulae, or other material which require engraved cuts or special methods of reproduction, should be furnished as "camera ready" or graphic files.

   (5) Additional copies can be ordered at any time by the County at the then current prices.

   (6) Separator tabs. Contractor will furnish separator tab sheets (mylar tabs, printed both sides).

Reprints. The County shall have the unrestricted right without any additional cost or expense to copy and sell the deliverable, copies of specific sections and any and all Tables.
5. SCHEDULE. A minimum of thirty (30) working days shall be required for delivery of a report.

6. SHIPPING. All items prepared, both printed and electronic, shall be shipped to County at the sole cost and expense of Contractor. Such items shall be insured for the full replacement value and addressed to County of Dallas, Texas, in care of County Administrator, 411 Elm Street, 2nd Floor, Dallas, Texas, 75202.

ARTICLE 3. AMENDMENTS

A. Modification of Contract - Either the Contractor or the County may initiate a written request for a Modification of Contract when, in the opinion of the requesting party, the needs and conditions of the Supplements warrant a modification. Upon receipt of a request by either party, the Contractor and the County shall review the conditions associated with the request and determine the necessity of a modification. When the County staff and Contractor agree that a modification is warranted the Contractor and the County staff shall negotiate the specific modification(s) and any changes in cost, total not-to-exceed amount for the Contract, unit prices or completion dates resulting from the modification and submit same to the County Commissioners Court for consideration. The determination of the Commissioners Court is final regarding any and all modifications.

B. Commencement of Work - Any other provision of this contract notwithstanding, it is specifically understood and agreed that the Contractor shall not be authorized to undertake any services pursuant to any modification to the Scope of Services or requiring the payment by County of any cost, fee, expense, compensation or reimbursement in addition to the Compensation stipulated in Article 3, without having first obtained specific authorization from the County in the form of a formal order of the Dallas County Commissioners Court authorizing a Contract Modification and a written authorization to proceed from the County.

C. Approval - Approval of a modification shall be in the form of a written Modification to the Contract, which clearly defines the changes to the previously approved Contract provisions. Said written modification shall be approved by the Contractor, authorized by the County Commissioners Court by a formal order and a written notice to proceed issued by the County. All other terms and conditions of the Contract not modified shall remain in full force and effect.

ARTICLE 4. SUSPENSION OF WORK

A. Should the County desire to suspend the work but not terminate the Contract, the County will issue a written order to stop work setting out the terms of the suspension. The Contractor will stop all work and cease to incur costs during the term of the suspension.

B. Contractor will resume work when notified to do so by the County in a written authorization to proceed and not before. Suspension of work does not extend the contract period. If additional time is required to complete the work because of the suspension, a modification of the contract may be executed in accordance with Article 4.

C. Contractor and County covenant and agree that County shall not be liable to Contractor for any cost, including but not limited to any expense, overhead, direct or indirect cost, delay or other damages, including but not limited to consequential damages, loss of profit, or any other item or amount sustained by Contractor due to such suspension of work, however, County agrees to pay for all authorized work performed prior to any suspension.
ARTICLE 5. REPORTING

A. Contractor shall promptly advise the County in writing of events which have significant impact upon the Contract, including but not limited to:

1. Problems, delays or any adverse condition(s) which will materially affect the ability of Contractor to meet time schedules or goals or preclude the attainment of Project work units by established time periods. This disclosure shall be accompanied by a statement of any action taken, or contemplated, and any County assistance needed to resolve the situation.

2. Favorable developments or events which enable the Contractor to meet time schedules and goals sooner than anticipated or to produce more work units than originally projected.

B. Contractor shall coordinate all work with the County or such other person as may be designated in writing.

C. Contractor shall report progress on work undertaken to the designated County point-of-contact at not greater than weekly intervals. County point of contact shall be Ryan Brown, Budget Officer, or other person designated by County.

ARTICLE 6. RECORDS

Contractor agrees to maintain all microfilm, books, documents, papers, accounting records, digital files and other evidence pertaining to costs incurred, and/or work performed hereunder. Contractor shall make such materials available at its office during the Contract period and for four (4) years from date of the final payment under the Contract for inspection by the County, any agency of the United States, any court of competent jurisdiction or the authorized representatives of each entity for the purpose of making audits, examinations, excerpts, copies or transcriptions. Contractor shall notify County immediately, in writing, of any request for inspection, copying or other action of any item listed herein by any person, partnership, corporation or other entity, either governmental or non-governmental.

ARTICLE 7. OWNERSHIP OF DOCUMENTS

All original data furnished to Contractor by County, including, but not limited to microfilm, documents, books, records or other items are and shall remain the property of County and the delivery of such items to Contractor shall not cause or create any claim of any title or equitable claim by Contractor thereto. All documents, books, records, sketches, photographs, calculations, digital files and other data prepared under this Contract shall be the property of County, and shall be submitted to the County, upon request, or at the termination of this Contract without restriction or limitation on their further use. The Contractor may, at its own expense, make copies of the documents or any other data furnished to the County under this Contract solely for record keeping purposes.
ARTICLE 8. CONTRACTOR RESOURCES

Contractor warrants that the firm has adequate equipment and qualified personnel in its employment for performance of services required under this Contract or will be able to obtain such personnel from sources other than the County. Unless otherwise specified, the Contractor for the compensation received shall furnish all personnel, transportation, equipment, materials, supplies and any and all other goods and services required to perform the work authorized herein at its sole cost and expense. All employees of the Contractor or of any subcontractor shall have knowledge and experience as will enable them to perform the duties assigned to them. Contractor acknowledges and agrees that any employee of the Contractor or any subcontractor who, in the opinion of the County, is incompetent or whose conduct becomes detrimental to the work or whose conduct reflects adversely on the County shall immediately be removed from association with the Supplements.

ARTICLE 9. SUBCONTRACTS

Contractor shall not subcontract or otherwise transfer any portion of the work authorized by the County without prior written approval by the County. Under no circumstances shall the Contractor subcontract more than fifty per cent (50%) of this Contract. Subcontractors, if any, shall comply with the provisions of this Contract. No subcontract will relieve the Contractor of its responsibility under this Contract.

ARTICLE 10. SUCCESSORS AND ASSIGNS

County and Contractor each binds itself, its successors, executors, administrators, assigns and subcontractors in respect to all covenants of this Contract. The Contractor shall not assign, subcontract or transfer its interest in this Contract without the prior written agreement of the County.

ARTICLE 11. RESPONSIBILITY FOR WORK,

Approval and acceptance of Contractor's work by the County shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, subcontractors, agents and consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared by the Contractor, its employees, subcontractors, agents or consultants. In this regard, the Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

ARTICLE 12. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, County Commissioners, County Judge, the County's elected officials, director, employees, agents and representatives (hereinafter referred to as "Indemnities") against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorneys fees), related to the process of codifying the County's Orders, such expense to be paid as they accrue,
and all recoverable interest thereon, incurred by or sought to be imposed on Indemnitees because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or in any way related to: (1) the performance of, attempted performance of, or failure to perform, operation or work under this Contract by Indemnitees, Contractor, or its subcontractors; (2) the condition of the premises owned or controlled by Contractor on which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, or any tools, supplies, materials, equipment or vehicles, in connection with said work or operations; or (4) the presence on the County property of Contractor, its subcontractors, employees, suppliers, vendors or any other person acting on behalf of Contractor. This Indemnification shall apply, regardless upon which theory of liability, including negligence, intentional wrong doing, strict product liability or breach of non-delegable duty such claim is based. Contractor further agrees to defend against any claim, demand, action or suit for which indemnification is provided hereunder.

Contractor shall indemnify the County against the liabilities, including, but not limited to, consequential damages, and costs, including reasonable attorneys fees, of defending any suit arising from alleged infringement by any of the computer program(s) and each copy, update, or modification thereof used by Contractor or furnished to County as to any United States patent or copyright, or the trademark, trade secret or unfair competitive rights of a third party. Contractor agrees to defend against any claim, demand, action, or suit for which indemnification is provided hereunder and to pay all cost as they may become due.

Without in any way limiting or restricting the Indemnification and Defense Agreement stated above, Contractor agrees that it is the intention of the parties hereto that Contractor and its insurers bear the entire risk of loss or injury to any of Contractor's employees, "borrowed servants", agents, representatives, subcontractors, vendors, materialmen, or any other person performing any other act or service on Contractor's behalf or at its request, whether or not any such loss or injury is caused in whole or part by any negligence or fault. This paragraph shall survive termination of this Contract.

B. INSURANCE

Dallas County requires that the following coverage be met and kept in full force and effect for the life of the awarded Contract, prior to any delivery of merchandise and/or performance of work. Contractor agrees to furnish and maintain in effect for the duration of this Contract and any renewal, the insurance listed herein from an insurance company acceptable to County and authorized to do business in the State of Texas. Contractor will submit verification of coverage to the Purchasing Department, showing Dallas County as the certificate holder. Dallas County will not authorize payments for services rendered without having the applicable certificates on file. All insurance cost including any deductible, which shall not exceed ten percent (10%) of the coverage, if any, shall be paid in full by Contractor without cost to or contributions from Dallas County.
1. Workers Compensation insurance or self-insured employee coverage as required by State of Texas or Federal law, meeting the acceptability requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code.

2. Comprehensive General Liability Insurance including Contractual Liability, covering, but not limited to, the liability for injury or death of the Contractor's or County's employees and third parties, extended to include personal injury coverage, and for damage to the County's existing property and property of third parties, with the minimum limits for each occurrence of three hundred thousand ($300,000).

3. Comprehensive Automotive and Truck Liability insurance covering Contractor or employee owned, hired and non-owned vehicles, with the minimum limits of three hundred thousand ($300,000) per occurrence for bodily injury and property damages.

Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will contain and state, in writing the following required provisions:

A. Name Dallas County and its officers, employees and elected representatives as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

B. Provide for fifteen (15) days notice to the County for cancellation, nonrenewal or material change.

C. Provide for an endorsement that the "other insurance" Clause shall not apply to Dallas County where County is an additional insured on the policy.

D. Provide for notice to the County at the address shown below by registered mail.

E. Contractor shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies. Contractor shall notify County in the event of any change in coverage and shall give such notices not less than 45 days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance.

Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

Within ten (10) days after the Effective Date of this Contract and prior to and as a condition precedent to the commencement of any work or delivery, the Contractor agrees to submit verification of the insurance coverage in the type, amount and meeting all conditions as contained in this Contract, showing County as the certificate holder (general liability insurance) with coverage dates inclusive to that of the contract term and each renewal period, if any.
ARTICLE 13. DISPUTES

The Dallas County Commissioners Court Administrator shall act as referee in all disputes under the terms of this Contract between the parties hereto. The Dallas County Commissioners Court Administrator and the Contractor shall negotiate in good faith toward resolving such disputes. The Dallas County Commissioners Court Administrator shall present unresolved disputes arising under the terms of this Contract to the Commissioners Court. The decisions of the Commissioners Court as it pertains to unresolved disputes shall be final and binding. Violation or breach of contract terms by the Contractor may be grounds for termination. Should said disputes be irreconcilable, the County may, at its sole discretion, terminate the Contractor for default. Any additional or increased cost arising from the termination shall be paid by the Contractor.

ARTICLE 14. REMEDIES

Violation or breach of contract terms by the Contractor shall be grounds for termination of the Contract. Any increased cost to the County arising from Contractor's default, breach of contract or violation of terms shall be paid to the County by the Contractor upon demand. This agreement shall not be considered as specifying the exclusive remedy for any default but all remedies existing at law and in equity may be available to either party and shall be cumulative.

ARTICLE 15. TERMINATION

A. This Contract may be terminated before the completion date established in Article 1(Term) as a result of any of the following conditions:

1. By mutual consent and agreement of both parties hereto;

2. County, in its sole discretion and upon notice in writing to the Contractor establishing the effective date of termination as a consequence of failure by the Contractor to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Contractor;

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein by giving written notice one to the other establishing the effective date of termination;

4. By the County, without cause, for reasons of its own and not subject to the mutual consent of the Contractor, without penalties, upon not less than thirty (30) days written notice to the Contractor; and

5. By expiration of the term, any renewal thereof, and satisfactory completion of all services and obligations described herein.
B. Should the County terminate this Contract as herein provided, no costs other than costs due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination, the County shall be the sole judge. Payment for work at termination will be based on work complete at that time subject to the conditions established in the paragraph following. In the case of partially completed work usable by County without change or addition, eligible costs will be calculated on the actual amount of work expended which is documented to the satisfaction of the County, incurred to the date of termination remaining unpaid.

C. If the Contractor defaults in performance of this Contract or if the County terminates the Contract for default on the part of the Contractor, the County will give consideration to the actual work usable by County performed to the date of default with the condition that the Contractor shall first submit all data, records, files and other pertinent information in accordance with Article 8. The cost to the County of employing another firm to complete the required work, the time required to do so and other factors which affect the value to the County of the work performed to the date of default may, at the sole discretion of the County, be offset against the amount of compensation, if any, to be paid.

D. If the termination of this Contract is due to the failure of the Contractor to fulfill its obligations, the County may take over the Supplements and prosecute the work to completion by contract or otherwise. In such case, the Contractor shall be liable to the County for any additional cost to the County thereby.

E. In the event that the Contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, County reserves the right to seek monetary restitution (to include but not be limited to the withholding of monies owed) from the Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between all Cost charged by Contractors for Supplements, if any and a new company’s cost for the same items or service) beginning the date of vendor’s termination through the contract expiration date.

F. At the termination of the Contract between County and Contractor, Contractor shall furnish to County a listing of current records pertaining to any outstanding obligations or other records or information required by the Contract or requested in writing by County in either printed or electronic format or both. Contractor agrees to furnish such information in an electronic form which is compatible with the County’s computer system and/or the computer system of any subsequent vendor or contractor of County selected for continuation of the services as described in whole or part herein, including any Work Order, or as may be added by Modification to the Contract. Contractor agrees to cooperate with any subsequent vendor or contractor of County and to use its best efforts to insure a transition of services without interruption or degradation of service. This provision will survive the termination of this Contract and shall be a continuing obligation until the transition of services is complete. All items listed or required in this provision shall be furnished by Contractor to County without additional cost or expense to County and/or its contractor(s) or subcontractor(s), if any.
ARTICLE 16. COMPLIANCE WITH LAWS

Contractor shall comply with all "Laws", statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, copyright, patent and licensing laws and regulations and non-discrimination laws and regulations. When required, the Contractor shall furnish the County satisfactory proof of compliance therewith.

ARTICLE 17. NON-COLLUSION

Contractor warrants that it has not employed or retained any company or persons, other than bona fide employees working solely for the Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability or to deduct, at its discretion, from the Contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 18. CONFLICT OF INTEREST

Contractor warrants and covenants that neither the County nor its official(s) or employee(s) has or shall have any financial interest, directly or indirectly, in this Contract with the County or is financially interested, directly or indirectly in the sale to the County of any of the goods or services contemplated herein, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, expressed or implied, of the person or corporation contracting with the County shall render this Contract voidable by the Commissioners Court of Dallas County. It is the responsibility of the Contractor during all phases of the Contract process to notify the County in writing of any potential conflicts of interest.

ARTICLE 19. INDEPENDENT CONTRACTOR

Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to insure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the County by virtue of this contract. No provision of this Contract shall be for the benefit of any other party than the County and Contractor.

ARTICLE 20. NOTIFICATION

When notice is permitted or required by this Contract, it shall be in writing and shall be deemed or presumed delivered when delivered in person or three (3) days subsequent to the date placed, postage prepaid, in the U. S. Mail, Certified or Registered, Return Receipt Requested and addressed to the parties at the following address:
All notifications shall be made in writing to the addresses below:

For the Contractor:
Calvin E. Webb II
Experio Solutions
1950 Stemmons Freeway
Suite 6053
Dallas, Texas 75207

For the County:
Dallas County, Texas
County Administrator
411 Elm Street, 2nd Floor
Dallas, Texas 75202

Either party hereto may from time to time designate another and different address for receipt of notice by giving notice of such change of address.

ARTICLE 21. INTELLECTUAL PROPERTY

Contractor agrees that all work that results in the production of original software (including but not limited to computer programs), firmware, books, manuals, films or other original materials is the exclusive property of County unless the terms of this Contract provide otherwise. All right, title and interest in and to said property shall vest in County upon creation. All work performed shall be deeded to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered work made for hire, all rights, title and interest therein are hereby irrevocably assigned to County. County shall have the right to obtain and hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions or renewals thereof. Contractor shall ensure all rights, titles and interest in and to said property are secured to County from Contractor and its subcontractors. Contractor agrees to give County, and agrees to require its subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this Provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under the Contract.

Where activities supported by this Contract produce copyrightable material, Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the County's prior written approval. County reserves a cost-free, royalty-free, non-exclusive, and irrevocable license to copy, produce, publish, and use such materials, and authorize others, including but not limited to subsequent vendors or County contractors, to do so.

ARTICLE 22. CONFIDENTIALITY

All information furnished to Contractor by County, Contractor's work product, in any form, surveys, projects that are the subject of this Contract and all other items developed by Contractor hereunder shall not be disclosed to any third party without the prior written consent of the County.
ARTICLE 23. NONDISCRIMINATION

As a condition of this Contract, Contractor will take all necessary action to insure that, in connection with any work under this Contract, it will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum of four (4) years, with full access allowed to authorized representatives of the County upon request for purposes of evaluating compliance with this and other provisions of this Contract.

ARTICLE 24. ASSIGNMENT

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Contractor shall not assign, sublet or transfer this contract or any interest in this Contract without prior written authorization of the County Commissioners Court.

ARTICLE 25. SIGNATORY WARRANTY

The undersigned signatory for the Contractor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm and that the execution thereof is the act of the Contractor and has been delivered and, subsequent to execution by County, constitutes a legal, valid and binding obligation of the Contractor, its successors and assigns and shall inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

ARTICLE 26. MISCELLANEOUS GENERAL PROVISIONS

1. Applicable Law. This Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Contract is expressly made subject to County's Sovereign Immunity, Title 5 of Texas Civil Practices and Remedies Code, and all applicable State of Texas and Federal laws.

2. Entire Agreement. This Contract, including all incorporated documents, all Exhibits and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

3. Severability. If any provision of this Contract shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
4. **Default Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Contract does not preclude pursuit of other remedies in this Contract or provided by law. Contractor shall have a duty to mitigate damages.

5. **Rights and Remedies Cumulative.** The rights and remedies provided by this Contract are cumulative and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

6. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Contract and shall not be deemed to affect the interpretation or construction of such provision.

7. **Number and Gender.** Words of any gender used in this Contract shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

8. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. **Funding.** Notwithstanding any provisions contained herein, this Contract is expressly contingent upon the availability of current funding for each item and obligation contained herein for the term of the agreement and any extension thereto. Contractor shall have no right of action against the County in the event that the County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding or if funds become unavailable, the County, at its sole discretion, may, subsequent to execution by County, provide funds from a separate source or terminate this Contract.

10. **County Authority.** Dallas County is a corporate and political body and subdivision of the State of Texas. This Contract is executed pursuant to an Order of the Dallas County Commissioners Court No. ________________, passed the ____ day of __________, 2003.
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed but this contract shall not be valid until signed by a duly authorized representative of each party.

EXECUTED THIS the __________ day of __________________ 2003.

COUNTY:

By: ______________________________
    Margaret Keliher
    County Judge

CONTRACTOR:

By: ______________________________
    Calvin E. Webb II
    Vice President

APPROVED AS TO FORM:

By: ______________________________
    Janet Ferguson
    Deputy Chief, Civil Section
January 13, 2003

Honorable Margaret Keliher
County Judge
Administration Building
411 Elm Street, 2nd Floor
Dallas, Texas 75202

Dear Judge Keliher:

Experio Solutions Corporation is pleased to submit this engagement letter to assist Dallas County in the Sheriff’s Department optimization and efficiency review.

Our Understanding of Your Needs

We understand that Dallas County is seeking consulting support to identify efficiencies and optimize business processes within the Sheriff’s Department. Dallas County is planning to approach this project in phases, with each phase of the project building on the success of previous phases.

The first phase of the project is to perform a review of jail overtime. Upon successful completion of the first phase of the optimization and efficiency review, Dallas County may explore similar reviews of other areas such as labor scheduling for the bailiff pool, fugitive department expenditures, and hospital security.

The scope of this engagement letter is focused on performing a review of jail overtime to identify opportunities for efficiencies and process optimization.

Approach

Experio’s optimization and efficiency review methodology utilizes a phased approach:

- **Phase 1**: ASSESSMENT
- **Phase 2**: IMPLEMENTATION
- **Phase 3**: TRAINING & TRANSITION

Figure 1: Optimization and Efficiency Review Methodology
This proposal details the work to be performed for the initial Assessment Phase (see Figure 2 below for specific tasks). During the Assessment Phase we will gather and analyze department expenditures data related to overtime costs. Specifically, we will review the following:

- Policies and procedures related to overtime pay
- State standards and regulations mandating staffing levels
- Sheriff’s Department organization charts
- Span of control and management/supervision ratios
- Overtime payments by person, by shift, and by location
- Sick leave by person, by shift, and by location
- Data outlining staffing patterns and workload trends

We will also conduct interviews with key personnel. The analysis from the data collection and interviews will provide the direction for functional-level interviews, observation of key processes, and additional data requests. Given that improvements are usually found where work actually takes place, we will spend most of our time during the Assessment phase at the functional level.

Assessment Phase Tasks

1) Data collection
   a. Current budget and previous overtime expenditure data
   b. Authorized and actual staffing (current and projected)

2) Interview key personnel
   a. Identify key activities and services that drive overtime costs
   b. Identify service level requirements for staffing and overtime

3) Analyze data to determine initial findings
4) Perform second level of interviews and data gathering to verify findings, as needed
5) Develop efficiency and cost saving estimates
6) Develop findings and recommendations
7) Report results

Deliverable

At the end of the Assessment phase, we will present our analysis and recommendations identifying specific areas for overtime efficiencies and process optimization. This report will also include projected costs savings coupled with our workplan and proposal to implement the changes we recommend. In addition, the final deliverable will include a
verification of the relief factor, an assessment of Dallas County's mandated staffing utilization, and recommendations regarding eligibility for overtime.

**Staffing / Resources**

During the Assessment Phase of this project, Experio will dedicate one Senior Manager, one Senior Consultant, and one M/WBE team member over a four-week period. The consultants will bring analytical skills in business process analysis and optimization. Please refer to Appendix C for resumes of our team members.

Experio has learned from past engagements, having a joint client/consultant team greatly increases the success of the project. Involving client personnel on the team creates ownership while reducing project costs from consulting fees. More importantly, sustainable change can only occur with client involvement. Based on this, we would request that at least one full-time person from Dallas County join the team during the Assessment phase.

In addition, the project team will need access to Dallas County personnel, facilities, and overtime data.

**Timeline**

As mentioned above, the Assessment should take approximately a month given timely access to the information needed for our analysis. The timeline below gives an approximate breakout of this phase:

<table>
<thead>
<tr>
<th>Week</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial data gathering and analysis</td>
</tr>
<tr>
<td>2</td>
<td>Conduct interviews and continue data analysis</td>
</tr>
<tr>
<td>3</td>
<td>Functional-level interviews and observation/validation</td>
</tr>
<tr>
<td>4</td>
<td>Develop recommendations and report</td>
</tr>
</tbody>
</table>

We understand that you may need the project to begin quickly. Experio is prepared to begin the engagement immediately.

**Professional Fees**

The Assessment Phase would take approximately 4 weeks. The total professional fees are not to exceed $40,000. This budget includes approximately 10% M/WBE participation. Out of pockets expenses for copying, supplies and mileage should be minimal and will be billed along with the consulting fees at the end of the Assessment phase.
Dallas County
January 13, 2003

In addition to the scope, approach, and assumptions detailed in this letter, we have developed certain additional terms that will govern our engagement. These terms are attached in Appendix A of this engagement letter.

Sincerely,

Calvin Webb
Vice President
Experio Solutions Corporation

* * * * *

If you agree with and accept this Agreement, please sign and date both copies, return one to us, and retain one copy for your files.

This Agreement fully describes the services to be rendered, and we accept your proposal.

Dallas County

Authorized Signature ___________________________ Date ___________________________
Appendix A: Other Terms and Conditions

The following additional terms and conditions govern this engagement:

1. Experio Solutions is retained only for the purposes set forth in the engagement letter. The services are of a consulting nature and will be based upon information you make available to Experio Solutions during the engagement. You also have certain responsibilities related to the success of the engagement, as set forth in the engagement letter, and if such responsibilities are not met, Experio Solutions may not be able to perform the engagement or to do so in a timely fashion. The selection of any products or services to be purchased from other parties, and the adequacy of such products or services for your needs, are management decisions that are made solely by you.

2. Experio Solutions warrants that it will perform its services in a professional manner and in accordance with the standards of the consulting industry. THIS WARRANTY IS IN LIEU OF, AND EXPERIO SOLUTIONS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Experio Solutions cannot and does not warrant computer hardware, software or services provided by other parties.

3. Except as provided below, the deliverables identified in this engagement letter ("Deliverables") shall be your sole and exclusive property upon your payment of Experio Solutions' invoices associated with each such Deliverable. Experio Solutions' work papers shall not constitute a Deliverable and shall remain the sole and exclusive property of Experio Solutions. "Work papers" shall mean those documents prepared by Experio Solutions during the course of performing this engagement including, without limitation, schedules, analyses, transcriptions, memos and working notes, that serve as the basis for or to substantiate the services performed and/or any Deliverables. In addition, Experio Solutions shall retain sole and exclusive ownership of and all right, title and interest in and to, (a) its know-how, concepts, techniques, methodologies, ideas, templates, routines, sequences, software, firmware, designs, scripts, interfaces, programming code, applets, executables, objects, files, utilities and tools that existed prior to this engagement (collectively, "Experio Solutions' Building Blocks") and (b) ideas, concepts, techniques and know-how discovered, created or developed by Experio Solutions during this engagement that are of general application and that are not based on your information. To the extent the Deliverables incorporate Experio Solutions' Building Blocks, Experio Solutions gives you a non-exclusive, non-transferable (except to your affiliates), royalty-free, perpetual, worldwide right to use such Building Blocks solely in connection with such Deliverables. You agree not to sublicense or otherwise grant any other party any rights to use, copy or otherwise exploit or create derivative works from Experio Solutions' Building Blocks.
Blocks, provided that third parties you retain to provide services, including but not limited to, maintenance, development, disaster recovery or outsourcing services, shall have the right to use Experio Solutions’ Building Blocks solely for the purpose of providing such services to you.

4. Experio Solutions’ liability to you, based upon breach of contract, negligence or any other legal theory, will in no event exceed the amount of professional fees paid by you to Experio Solutions pursuant to this engagement letter and will not include any indirect, incidental, special, consequential or punitive damages, even if Experio Solutions was advised in advance of such potential damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings or revenue.

5. You agree to indemnify and hold harmless Experio Solutions, its officers, directors, affiliates, employees and agents, from and against all claims, actions, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising or resulting from your modification of Experio Solutions’ deliverables or your use of such deliverables other than in accordance with their specifications and documentation, except to the extent such claim is finally determined to have resulted from Experio Solutions’ negligence or willful misconduct.

6. The relationship of Experio Solutions to you is that of independent contractor and Experio Solutions’ obligations to you are exclusively contractual in nature. Nothing in this engagement letter or in connection with the performance of services hereunder expressly or by implication shall create a partnership, joint venture, employer-employee, fiduciary or agency relationship between the parties, or any responsibility by one party for the actions of the other. Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. You acknowledge that the services to be rendered by Experio Solutions are not exclusive to you, and Experio Solutions may provide similar services to other clients.

7. During the term of this engagement letter and for a period of one (1) year after the services are completed, each party agrees not to solicit, hire or engage any employees of the other party, without the prior written consent of such other party. This provision shall not restrict general advertisements of employment or the rights of any employee of one party, on that employee’s own initiative, or in response to general advertisements, to seek employment from the other party and under such circumstances, for the other party to hire such employee. If this Section 7 is violated, the violating party will pay the other party an amount equal to 100% of the annual base salary of the person in question in effect at the time of the violation.

8. You may terminate this engagement letter for convenience at any time upon thirty (30) days’ prior written notice. In the event of such termination, you will pay
Experio Solutions for all services rendered and expenses incurred by Experio Solutions to the effective date of termination. Either party may terminate this engagement letter if the other party fails to cure a material breach of the engagement letter within thirty (30) days (or ten (10) days in the event of non-payment of Experio Solutions’ fees and expenses) after receiving written notice specifying the breach. Termination shall not constitute the exclusive remedy for breach and shall not be deemed a waiver of any rights accruing prior to such breach. If your account is past due and Experio Solutions has notified you of the past due balance, Experio Solutions may, in lieu of termination at such time, immediately suspend performance of services without liability for interruption of pending work or breach of this engagement letter. Neither party will be liable for any delays or failures to perform due to causes beyond such party’s control. Sections 2 through 5, 7, 8 and 10 through 14 of these Terms and Conditions shall survive any termination or expiration of this engagement letter.

9. You agree that, during the course of our engagement, we may communicate by e-mail with each other and with outside specialists or other entities you have engaged. You acknowledge and accept that Experio Solutions cannot guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only such parties. Experio Solutions specifically disclaims, and you expressly acknowledge and agree that Experio Solutions shall not have, responsibility or liability in connection with e-mail transmissions.

10. This engagement letter and the rights and duties of the parties will be governed and construed in accordance with Delaware law without regard to its conflicts of law principles. Any controversy or claim arising out of or relating to this engagement letter, or the services performed hereunder, shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall bear its own attorneys’ fees and costs, including its share of the costs of the arbitration, provided that the prevailing party (as designated by the arbitrators in their award) shall be entitled to recover its costs and reasonable attorneys’ fees from the non-prevailing party.

11. Neither party may assign this engagement letter or delegate any duties hereunder without the prior written consent of the other party; provided, however, that either party may assign this engagement letter, without such consent, to any person or entity that acquires all or substantially all of such party’s business or assets related to the performance of this engagement or succeeds to such party’s interest in this engagement by merger, consolidation, corporate reorganization or similar business combination. This engagement letter will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
12. The fees quoted in the engagement letter do not include taxes. Experio Solutions shall bill you for, and you shall pay, all applicable sales, use, excise, value added and other taxes associated with your receipt of the services and Deliverables hereunder, excluding taxes on Experio Solutions' income.

13. Any notice required under this engagement letter shall be in writing and delivered by certified or registered U.S. mail or by a nationally recognized overnight courier. Notices will be deemed given when deposited with the U.S. Postal Service or overnight courier with proper postage affixed or payment made.

14. This engagement letter, including these terms and conditions and any other appendices or attachments, contains the entire agreement between you and Experio Solutions with respect to this engagement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, between us with respect to this engagement. All reliance with respect to any representations or promises is based solely on those contained in this engagement letter. Any change in any provision of this engagement letter must be in a writing signed by both parties. No waiver of any right or remedy will be implied by failure to enforce such right or remedy and no express waiver will affect any rights or remedies other than that to which the waiver is applicable and only for that occurrence. If any term of this engagement letter is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision, and such remaining terms and conditions will remain in full force and effect.
Dallas County
January 13, 2003

Appendix B: Scope Change Order Form

Scope Change

Client:
Engagement:
Assignment #:

DATE: ___________ Priority: ( ) high ( ) medium ( ) low
CHANGE #: SCO _______ Date Resolution Required: __________
Associated Issue #: IL _______ Client Request: ( ) yes ( ) no

1. Change Description

1.1. Describe Project Objective changes

1.2. Describe Project Scope changes

1.3. Describe Project Approach changes

1.4. Describe Project Deliverables changes
2. Impact Analysis

2.1. Qualitative Impact

Includes workflows, design, development, testing, training, documentation, deployment

2.2. Schedule Impact

2.3. Budget Impact

Includes fees and expenses

2.4. Staffing Impact

Includes Experio Solutions Corporation and client staffing changes.

3. Approval

The above Scope Change Order is approved as documented herein. This Scope Change Order is attached to and made part of the engagement letter dated __________ by and between Experio Solutions Corporation and __________ ___. Except as amended by this scope change order, all terms and conditions of the engagement letter shall remain in full force and effect.

Name: __________________________ Name: __________________________
Experio Solutions Corporation Client Organization

Date __________________________ Date __________________________
Calvin E. Webb II, Vice President

Officer in Charge

Knowledge
Calvin is a Vice President with Experio and has more than 20 years experience in the government / not-for-profit / higher education industries. Calvin has led engagements, which have included large-scale technology implementations, business process analyses and improvement assignment; support services analyses, strategy and performance management and financial reviews. He has extensive experience in human resource and payroll software implementation, governmental cost management, accounting and financial reporting.

Education
Calvin received a Bachelor of Business Administration in Accounting from Texas Tech University and he is a Certified Public Accountant.

Experience
Calvin’s relevant experience includes:

- Partner-in-charge for process reengineering as part of a performance review of the housing service delivery system for the City of San Antonio. This included a review of organizational structures, lines of authority, performance management and measurement practices and budget and financial analysis in concert with federal, state and local regulations. The result of the performance review was a proposed consolidation and redesign of the housing system’s organization structure, designed to streamline processes, eliminate redundant efforts and create levels of fiscal and performance accountability within the system. In addition, technology opportunities were identified to improve knowledge sharing across all agencies for ultimate improvement of housing service delivery.

- Team participant for numerous business process improvement programs focused on back office administrative processes and procedures including human resources, payroll, purchasing, budgeting, financial management and planning.

- Led a series of projects to help a major metropolitan city close budget gap for fiscal year 2000-2001 by identifying opportunities for cost savings and process improvements. Projects included span-of-control review, redesign of purchasing functions, development of sustainable innovation and efficiency initiative, and assisted with the consolidation of decentralized technology personnel, including an activity-based costing study. Cost savings were approximately $8.3 million per year and $41.8 million over five years.

- Implementation of Oracle Financials, HR and Payroll, along with Kronos Time and Attendance for a county that became the first large county government to successfully implement a full scope ERP package including Financials and HR/Payroll.
Paul A. Dunn, Vice President

Quality Assurance

Knowledge

Paul Dunn is a Vice President with Experio Solutions and leads the Finance Business Solutions team, serving clients in a variety of industries. With over 20 years experience including financial auditing, corporate taxation, and litigation consulting, Paul advises clients in finance organization strategy, cost management, and business information analysis. Paul leads a team specializing in a comprehensive suite of services for finance organizations including the design and implementation of cost management programs for complex clients.

Paul has multi-industry experience including performance and cost management, shared services, support service merger integration, business analysis, and packaged analytical application services. Paul has led numerous cost management/profit improvement projects with large corporate and government organizations. Paul's areas of concentration include best practice assessments, target costing, activity based costing/budgeting, business process analysis and reengineering, benchmarking for improved performance, information systems planning, and performance management. These services include shared services optimization, merger integration, performance and cost management.

Education

Mr. Dunn holds a Master of Professional Accountancy degree from Baylor University and a Bachelors degree in Accounting from the University of Texas at Arlington. Paul has taught in the Graduate School of Management at the University of Dallas and frequently speaks at on the Finance Function of the Future and Optimizing Value in Shared Service Environments. Paul is a CPA, a Certified Management Accountant, and is a member of the Academy of Management. He is a member of Financial Executives International and the American Institute of CPAs.

Paul Dunn has served in publicly elected positions such as Trustee of the Irving Independent School District and on the Grapevine-Colleyville Independent School District Board of Trustees.

Experience

Relevant experience includes:

- Best practices diagnostics, performance measurement, benchmarking, and assessments for large corporate finance organizations. Management of large process reengineering engagements involving multiple functional areas across business units.
- Designing shared service environments and implementing key performance measures based on cost, quality, and cycle time criteria.
- Assisting senior management in establishing priorities and performance levels for business process improvement initiatives.
Knowledge
Reggie is a partner and founder of Hopkins & Associates, a small to medium-sized CPA firm in Dallas, TX. He provides consulting and audit services to public sector clients. In addition, Reggie is very active in the local community. He was nominated Dallas County Volunteer of the Year in 2001. Since 1986, he has served as founder, member, and workshop leader for The Shelter Project, Inc., a non-profit organization that provides workshops for the homeless. He is an active member of Hamilton Park United Methodist Church, serving in several volunteer roles. He is also a member of the National Association of Black Accountants and the American Institute & Texas Society of C.P.A.s.

Education
Reggie received a Bachelor of Science in Accounting from Northern Illinois University and he is a Certified Public Accountant.

Experience
Reggie’s relevant experience includes:

- Provided consulting and reengineering services to the City of Dallas in the areas of developing a performance management process, a rerouting of the sanitation collection process, and the restructuring of the 3-1-1 call center operations.
- Provided consulting/re engineering services for the DISD Food Services Operations and Purchasing Department (using "best practices" technology).
- Provided audit services, via a joint venture with Arthur Andersen, LLP to the Arena Group/American Airlines Center, the Dallas County Community College District, the City of Dallas, and the Dallas Independent School District.
- Provided audit services of an Employee Stock Ownership Plan, for Proline Corporation.
- Provided “single audit” services to a child care center and a community center.
- Coordinated financial audit and multi-million dollar construction loan for a local church.
- Provided monthly financials, quarterly sales and payroll tax reports and annual reports to various sized businesses (including presentations, if required).
- Provided tax services to a variety of individuals and small to medium-sized companies.
David W. Eisenlohr
Senior Manager

Knowledge

Mr. Eisenlohr is a Senior Manager with Experio Solutions and has broad responsibility for the development and delivery of consulting services to clients in the public, not-for-profit and educational services sectors. His professional background encompasses nearly 25 years of consulting and management experience in both the public and private sectors, with a particular focus on strategy, organizational design and performance management.

Mr. Eisenlohr’s consulting and management experience includes extensive involvement with all of the internal administrative support services including human resources, finance, procurement and legal services. Prior to joining Experio, he co-directed the public sector consulting practice of a Big 5 consulting firm and served as president of a boutique management consultancy specializing in local government services with a heavy emphasis in human resources and financial management.

Education

David holds a Bachelor of Arts in political science with a business minor from Texas A&M University and a Master of Public Administration (urban management concentration) from the University of Kansas.

Experience

Representative consulting experiences include:

- Project Director for numerous business process improvement programs focused on back office administrative processes and procedures including human resources, payroll, purchasing, budgeting, financial management and planning.

- Assisted a large, multi-billion dollar grouping of state health and human service agencies with the development of a strategy, organizational structure and process for the merger and integration of common administrative services and functions.

- Project Director and subject matter / process advisor on implementations of enterprise resource planning systems for two large urban transit companies, a major urban county government and a large municipality. Application packages implemented on these engagements include Oracle and PeopleSoft.

- Led the development of Experio’s workforce optimization methodology and project approach and applied it to help a large public sector organization achieve over $5,000,000 in annual cost savings through the elimination of redundant and/or otherwise excessive layers of management and supervision.

- Conduct of multiple strategic planning and strategy articulation engagements for large and mid-sized municipal governments, a major intercollegiate athletic conference and K-12 school districts.
Kristine Starr  
*Senior Manager*

**Knowledge**

Kristine is a senior manager in the Dallas office of Experio Solutions. She has over nine years of experience relating to project management, business process reengineering, training, and change management. Kristine provides functional and business process expertise to clients in a variety of industries, with specific emphasis in federal and local government organizations.

**Education**

Kristine received a B.B.A in Accounting from Texas Tech University. She graduated Summa Cum Laude and was the highest-ranking graduate of the College of Business Administration.

**Experience**

- Managed a project to develop the strategic direction and priorities for the Finance Department of a transportation authority. This project included benchmarking peer transportation authorities, conducting focus groups, reviewing industry literature, and interviewing finance staff and managers. As a result of this project, we presented recommendations to transform the finance function from a transaction-based operation to a strategic-based business partner.

- Established and directed the program management office for a multi-million dollar strategy engagement for the Global Executive Team of a Professional Services Firm. Developed and executed a comprehensive training and communication strategies for the launch of several strategic initiatives.

- Documented and reengineered citizen-facing processes for a large city government streamlining processes and reducing paperwork. Trained city employees to apply the concepts of business process reengineering.

- Managed an organizational efficiency initiative to identify and implement cost savings/revenue enhancement opportunities in the areas of procurement, information technology, and workforce span of control for a large city government. Developed business case for procurement cards and designed a continuous improvement program. Key outcomes of this project included: identified $9 million in annual savings and revenue enhancement opportunities and reengineered the procurement department. Since completion of the purchasing redesign project, the City was awarded with the National Purchasing Institute’s Achievement of Excellence in Procurement Award in 2001 and 2002, as well as the 2002 Robin J. Zee Presidential Citation for Excellence and Outstanding Achievement from the National Institute of Governmental Purchasing.

- Managed a training needs assessment project for a federal government real estate organization. Defined technical competencies, developed and administered a skills assessment tool, and utilized the results to create individual training plans.
Darren J. Keyes  
Senior Consultant

Knowledge

Mr. Keyes is a Senior Consultant for Experio Solutions with over two years of consulting experience. His client engagements have primarily been Oracle ERP implementations. He has experience implementing HR/Payroll, Self Service, Time Management, and Time and Labor. However, he has also helped implement a custom Oracle Time solution as well as Kronos Time and Attendance. Mr. Keyes has broad experience in time management systems.

Mr. Keyes has received training in Oracle R11i HR/Payroll, Oracle R11i HR Self Service, Oracle R11i Time Management, Oracle R11i Time and Labor, Oracle R11i System Administration, Kronos Time & Attendance, and the Workbrain ERM System.

Education

Mr. Keyes graduated Magna Cum Laude with a B.A. in International Business and a B.S. in Political Communication from Abilene Christian University.

Experience

Mr. Keyes’s relevant experience includes:

- Served as functional lead for the Oracle R11i Time and Labor software module for a global client in the engineering and construction services industry impacting over 15,000 employees. Helped implement Self Service, HR/Payroll, and Projects applications. Performed analysis of current client processes and system delivered processes. Trained core HR/Payroll client team members in application functionality.

- Served as functional team member on an Oracle implementation for a major county in Texas impacting over 7,000 employees. Implemented Kronos Time and Attendance web-based time tracking system. Created a call center using Access database for computer support help desk, and created all policy and procedures to document calls and escalate immediate needs. Evaluated training audience to determine computer and system literacy skills and created a multi-step skill analysis of trainees for a comprehensive training program.

- Performed revenue cycle process redesign for a large, metropolitan health system. Evaluated pre-registration, insurance verification, registration, financial counseling, and discharge processes for increased revenue potential and cash flow. Analyzed the current front office practices, mapped as-is process workflows. Redesigned organizational structure, wrote job descriptions for current and new positions, established criteria for job progression and training plans.
February 4, 2003

To: Commissioners Court

Through: Ryan Brown, Budget Officer

From: Shawn Balusek, Budget and Policy Analyst

Subject: Public Work’s Right of Way Agent Assistant Position

BACKGROUND:
The Public Works Department is requesting that one vacant Right of Way Agent (Grade D) be reclassified to a Right of Way Agent Assistant position. The Public Works Department has requested the reclassification to provide current employees the ability for an upward career track.

IMPACT/OPERATIONS:
Currently, the entry level Right of Way Agent position requires three years of real estate experience and a high school education. The proposed position of Right of Way Agent Assistant is anticipated to require less experience. The position will allow an individual to gain on the job experience by assisting the two Right of Way Agent’s performing day-to-day responsibilities. In addition, the position will be allowed to gain Right of Way education by attending Right of Way classes and seminars. Furthermore, it is anticipated that the Public Works Department will fill the newly classified Right of Way Agent Assistant with a current Public Works employee that has shown outstanding performance. The ability to provide Public Work’s employees an opportunity to learn responsibilities of higher graded positions will create a path for advancement.

FINANCIAL IMPACT:
If approved, the reclassification will downgrade the current vacant Right of Way Agent (Grade D) position to a Right of Way Agent Assistant (anticipated Grade B). Including salary and fringe benefits, the Grade D annual cost is $45,408 and the Grade B annual cost is $41,054 for an annual cost savings of $4,354.

RECOMMENDATION:
After evaluating the Public Works Department’s request, the Office of Budget and Evaluation recommends that the vacant Right of Way Agent position be reclassified to a Right of Way Agent Assistant to provide a career path for current and future employees. In addition, it is recommended that Human Resources/Civil Service Department review the reclassified position for proper classification.
February 3, 2003

To: Commissioners Court

Through: Ryan Brown
Budget Officer

From: Shannon Brown
Assistant Budget Officer

Subject: Renovations at District 9 – Irving (Juvenile Department)

Background

The Juvenile Department leases space in Irving (415 E. Airport Freeway) for a field probation office (District 9). The department is requesting minor renovations to the office space to enlarge the reception/waiting area. The purpose of this briefing is to make a recommendation on this request.

Operational Impact

The reception/waiting area at the District 9 office currently has the capacity to accommodate four to five individuals. Probationers and their parents enter the office from the parking lot through a door directly into the reception/waiting area. They sign in and wait for their probation officer to escort them to their office for their reporting appointment.

Previously, probationers in District 9 reported to a location provided by the Irving Police Department in their facility. Irving PD can no longer provide this space and District 9’s office have become the routine reporting location. This change has increased the number of individuals coming to District 9.

The proposed expansion will move an existing wall into unused clerical space and will essentially double the size of the reception/waiting area. The space is available due to the department’s deletion of the second clerical position at each field probation office related to the addition of computers for probation officers.
**Financial Impact**

Facilities Management estimates that the moving of the wall and related modifications will cost $3,500. Funding is available in the Permanent Improvement Fund for minor building renovations.

**Recommendation**

The Office of Budget and Evaluation recommends minor renovations to the District 9 Juvenile Field Probation Office at an estimated cost of $3,500. Funding is available from the Permanent Improvement Fund.
February 12, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: SB7 Discretionary Grant applications

BACKGROUND
On November 25, 2002, Commissioners Court approved submission of eight grant applications to the Task Force on Indigent Defense. The Task Force has announced the award of $291,348 for three of the grant proposals. The grant award statements are due to the Task Force by the end of February. The purpose of this briefing is to provide Commissioners Court a recommendation concerning the acceptance of the grant award.

OVERVIEW OF AWARDED GRANT APPLICATIONS
A brief description of the three grant projects is provided below.

Parent/Youth advocate attorney – If accepted, Dallas County would receive $73,950 to fund one attorney and related equipment/training expenses for the Public Defender's Office. The attorney would work with parents and juveniles as they move through the juvenile justice system. Ideally, the attorney would speak Spanish and provide advice and counsel to parents and children throughout the juvenile court process. A portion of the grant funds includes in-direct cost recovery of the personnel cost, or $6,526.

Laptop computers – If accepted, Dallas County would receive $142,245 to purchase 45 laptop computers. Currently, the 45 criminal Public Defenders share seven computers.

Senate Bill 7 Coordinator – If accepted, Dallas County would receive $75,153 to fund one full time position and related equipment. This position would be responsible for work created by the implementation of Senate Bill 7 in Dallas County. These duties include, but would not be limited to: updating the misdemeanor attorney wheels, tracking court appointments per court, and coordinating Continuing Legal Education courses for attorneys practicing in the misdemeanor courts. Currently, the County Criminal Court Manager is performing most of this work. A portion of the grant funds includes in-direct cost recovery of the personnel cost, or $7,328.
FINANCIAL IMPACT
The grant award is for $291,348. Dallas County would assume financial responsibility for these projects, providing up-front funding for all personnel and equipment. Dallas County would be reimbursed for these costs provided the projects comply with the requirements of the grant. Most of these requirements focus on reporting of data in a timely manner to the Task Force. Both of the project coordinators, the County Criminal Court Manager and Chief Public Defender have agreed, in writing, to comply with all grant requirements (See attachments A and B).

An additional requirement of the two positions is that Dallas County demonstrates a “good-faith” effort to fund the positions one year after the grant funds expire. In an effort to meet this requirement, the Office of Budget and Evaluation will include these positions as part of the FY2004 budget process, and provide Commissioners Court with a recommendation concerning these positions.

Recently, the Governor of Texas has asked all State agencies to reduce current year funding by 7%. The Task Force on Indigent Defense has two proposals for complying with this request, and is considering which one will be adopted. One proposal would not financially affect Dallas County, as it would use unspent funds apportioned to other counties. The second proposal would reduce, by 4.5%, the amount awarded to counties for formula and discretionary grants. If this proposal were adopted, Dallas County would lose $60,000, $46,890 less formula grant funds, and $13,110 less discretionary grant funds.

After receiving the grant award notice, the Office of Budget and Evaluation contacted representative of the Task Force. OBE inquired about the feasibility of forfeiting some discretionary grant funds, if those funds could replace potential formula grant reductions. We were told that this type of request had been mentioned by other counties, and would be discussed at an upcoming Task Force committee meeting.

Should Commissioners Court accept the discretionary grant award, it could stipulate that acceptance of such awards should not preclude the Court from offering back a certain amount of discretionary grant funds to avoid any reduction in the formula awards.

RECOMMENDATION
The Office of Budget and Evaluation recommends Commissioners Court accept the Task Force on Indigent Defense discretionary grant award in the amount of $291,348. The Office of Budget and Evaluation also recommends Commissioners Court draft an accompanying letter for the grant acceptance stating its position with regards to the possible reduction in formula and discretionary grant awards.
February 12, 2003

Greg Allbright
Office of Budget and Evaluation
411 Elm St., Ste 300
Dallas, Texas 75202

Re: 2003 Texas Task Force Discretionary Grants

Dear Greg,

I have reviewed the Texas Task Force Grant awards as well as the conditions and reports required for the purchase of computers for Public Defender's who represent criminal and juvenile clients and for the one-year funding of a Parent/Youth Advocate position. I will ensure that following occurs:

1. I will make every effort to work with the Human Resource Department to post the minimum qualifications required by the grant for the Parent/Youth Advocate position. I will interview all qualified applicants as soon as allowed by County policy and will hire the person I deem the most effective attorney for the position at the earliest possible time.

(However, I would request that a waiver be obtained from the grant administrator to reduce the required experience from two to one year. My reasoning is two-fold. The salary that has been allotted for this position is that of an Attorney 1, the lowest County attorney that does not require any previous experience under County guidelines, although the Dallas Public Defender’s Office is required to hire attorneys with at least one year experience by the Code of Criminal Procedure. This would keep the Attorney 1 guidelines for our office consistent. Secondly, it would broaden my chances of finding a qualified applicant who speaks Spanish, which would be preferred if possible.)

2. My staff and I are committed to working with the new Parent/Youth Advocate position to ensure that the job duties required by the Texas Task Force are complied with by the newly hired attorney. This includes hiring a person who will be prepared to keep detailed records of their parent and youth contacts as well as all other records needed to compile data and prepare the minimum output and outcome reports required by the grant award.
3. I understand that the computers that will be purchased with the grant award are to be used exclusively for criminal and juvenile cases. Our current 5-station County computer lab computers will be designated for the family law attorney’s use as well as criminal and juvenile use as needed and the family law attorneys will be advised that they will not have access to the computers purchased by the grant award. I will develop a policies and procedure guideline as required by the grant and will use the current County computer training resources to provide the required computer training for the new computers.

My only concerns about meeting the Texas Task Force deadlines involves how County procedures may affect deadlines. In particular, I am concerned about how quickly the County can get the new Attorney Youth position created and posted so I can hire someone in time to provide data that must be collected from February to April 2003 for the May 15th report. New job positions can take anywhere from 6 to 8 weeks to get to Civil Service and posting. I would think we would be in good shape if we have someone hired by the beginning of April to at least show we have an attorney and procedures in place. I have not worked with the County before to obtain computers so I do not have an idea of how long it would take to obtain computers through County procurement and acquisition procedures. Again, I would think we would be in compliance if we could at least provide a report showing our efforts by the end of April to obtain the best combination of at least 45 laptop and desktop computers for the Public Defender’s Office.

In brief, my office is aware of the difficulty in finding grant money to aid indigent defense and we will make every effort to make these grants a success for our office and to ensure that the County receives it’s reimbursements from the Texas Task Force’s Discretionary Grant Fund.

Sincerely,

Jeanette Drescher Green
From: Mikah Mitchell  
To: Greg Allbright  
Date: Wed, Feb 12, 2003 1:02 PM  
Subject: SB 7 Grant

Greg,

This letter is to affirm that the funds will meet the proposed positions minimum requirements as listed in Attachment A of the Task Force Grant Award Summary document. The position that is created will follow the job description guidelines in Attachment A of the Task Force Grant Award Summary document.

As project director I will produce the reports containing the outputs and outcomes that are requested in Attachment A of the Task Force Grant Award Summary document. I also will provide explanations for outcomes or outputs listed in the Award Summary document that are not achievable and would affect Dallas County's ability to be reimbursed for expenses associated with this grant.

[Signature]

ATTACHMENT B
I am pleased to inform you that the Texas Task Force on Indigent Defense has awarded Dallas County a discretionary grant in the amount of $291,348. Your Statement of Grant Award for fiscal year 2003 is attached.

Your county's commitment to creating a new program by applying for the Discretionary Grant is commendable. The Task Force is very interested in promoting legally and constitutionally sound systems for the provision of indigent defense services.

Last week, the Task Force was directed by the Governor, Lt. Governor and Speaker of the House to submit a plan to reduce current spending this fiscal year by 7 percent. The purpose of this request is to assist Texas in keeping the Texas budget balanced. The Task Force will address the specifics of this issue at its next meeting in April. Once a date and time is set, notice will be posted immediately on the Task Force's website. Please be aware that your county may not receive the full award amount. Any necessary reduction will be tailored to minimize the impact on direct services and will not compromise the mission of the Task Force. Your cooperation, efforts and understanding concerning this budget issue are most appreciated.

By sharing some financial responsibility for indigent defense with Texas counties, the Task Force has the ability to promote innovation and improvement in indigent defense systems statewide. I wish to congratulate Dallas County on the efforts it has undertaken towards reaching these goals. If you have any questions or need clarification on the information contained in this letter, please do not hesitate to contact any staff member of the Task Force at (512)936-6994.

Sincerely,

Sharon Keller  
Chair, Task Force on Indigent Defense  
Presiding Judge, Court of Criminal Appeals
Grant Number: 212-03-D04
Grantee Name: Dallas County
Program Title: Indigent Defense Coordinator, Youth Advocate, and Public Defender
Computers
Grant Period: 2/1/2003-1/31/2004
Grant Award Amount: $291,348

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by February 16th. Funding is provided as listed in the categories in the table below:

<table>
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<th>Direct Costs</th>
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<tr>
<td>1) Personnel (Total Number of FTEs: )</td>
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<td>2) Fringe Benefits</td>
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<td>5) Supplies</td>
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<td>6) Contract Services</td>
<td>$0</td>
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<tr>
<td>7) Other</td>
<td>$0</td>
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<tr>
<td>Total Direct Costs</td>
<td>$277,494</td>
</tr>
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</table>

| Indirect Costs                                   |
|--------------------------------------------------|---|
| 8) Indirect Costs                                | $13,854 |
| Total Indirect Costs                             | $13,854 |
| Total Proposed Costs                             | $291,348 |
| Less Cash from Other Sources                     | $0 |
| Total Amount Funded by Task Force                | $291,348 |

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant, including the rules and documents adopted by reference in the Task Force on Indigent Defense’s Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials agree to the follow the grant terms contained in the “Required Conditions and Report” contained in Attachment A.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
The indigent defense plan(s) submitted on behalf of the county shall comply with the Indigent Defense Grant Program Acknowledgment contained in the discretionary grant application. The Task Force will notify the authorized official if it determines that one or more of the plans submitted for a county does not comply with the Acknowledgment requirements. If a new plan or plan amendment addressing the deficient areas of the plan is not submitted to the Task Force within 45 days of the date the authorized official is notified of the deficiency, then the Task Force will place a hold on grant funds until the county complies with the Acknowledgment requirements. If a county fails to comply by the end of the grant period (January 31, 2004) any funds disbursed to the county under the FY 2003 discretionary grant must be returned to the Task Force.

Special Grant Conditions:
The grant officials understand that they must satisfy all special conditions placed on this grant as listed below before receiving any funds:

- The "Grant Program Cooperation Agreement" contained in Attachment B must be signed by the judges of all of the statutory county courts hearing criminal matters punishable by incarceration or juvenile matters in the county and returned to the Task Force.
- The judges of district and county courts trying criminal cases and the juvenile board shall submit to the Office of Court Administration, on behalf of the Task Force, copies of the plan used for timely and fairly appointing counsel in criminal and juvenile cases required by Government Code Section 71.0351(a) to have been submitted by January 1, 2003. Pursuant to the 2003 Indigent Defense Countywide Plan Instructions issued by the Task Force on October 23, 2002, this submission must include a copy of the indigent defense procedures (Plan) and/or Plan Summary, as well as the Cover Sheet, for each level of case (felony, misdemeanor punishable by confinement, juvenile). Task Force records currently indicate that we have not received the plan on behalf of the District Courts and Juvenile Board for your county.

The authorized official for this grant program had the read the preceding and indicates agreement by signing this Statement of Grant Award below:

______________________________
Signature of Authorized Official

______________________________
Name & Title (must print or type)

______________________________
Date
Attachment A

Required Conditions and Reports

Program Requirements

- The county understands only one year of funding will be granted for positions funded by the Task Force;

- The county commits that at the end of the grant period it will make a good faith effort to fully fund the two funded positions for one full year after the expiration of the grant period. Documentation shall be provided to the Task Force explaining the county's position with regards to future funding for the positions within 90 days after the grant period.

- The county will submit reports to obtain reimbursement of expended funds based on actual expenditures;

- The funded position will be a county or court employee. In no circumstances may the position report to law enforcement agencies or prosecutors.

- The county will purchase computers for the public defenders office. The computers are to be used exclusively for cases involving juvenile or criminal matters punishable by incarceration.

Participation

Indigent Defense Coordinator

- All statutory county courts in the county hearing juvenile or criminal matters punishable by incarceration must participate in the program.

Budget Detail

<table>
<thead>
<tr>
<th>Direct Costs</th>
<th>Parent Youth Advocate</th>
<th>Indigent Defense Coordinator</th>
<th>PD Computers</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Personnel (Total Number of FTEs: 2)</td>
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<td>$50,00</td>
<td>$</td>
<td>$95,26</td>
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<td>3) Travel</td>
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<td>6) Contract Services</td>
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<tr>
<td>7) Other</td>
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<td>$</td>
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<td>$</td>
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<td>$67,82</td>
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<td>$277,49</td>
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<td>$</td>
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<tr>
<td>8) Indirect Costs</td>
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<td>$7,32</td>
<td>$</td>
<td>$13,85</td>
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<tr>
<td>Total Indirect Costs</td>
<td>$6,52</td>
<td>$7,32</td>
<td>$</td>
<td>$13,85</td>
</tr>
<tr>
<td>Total Proposed Costs</td>
<td>$73,95</td>
<td>$75,15</td>
<td>$142,24</td>
<td>$291,34</td>
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<tr>
<td>Less Cash from Other Sources</td>
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<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Total Amount Funded by Task Force</td>
<td>$73,95</td>
<td>$75,15</td>
<td>$142,24</td>
<td>$291,34</td>
</tr>
</tbody>
</table>
Activity

Indigent Defense Coordinator

The proposed activity will involve creating an Indigent Defense Coordinator position by hiring a qualified individual to perform the required duties. The job duties of the coordinator will be at least as follows:

- Maintains records and documentation for all courts within the county, region, or district funded pertaining to:
  - Indigent defense attorney lists.
  - Qualifications of attorneys to represent indigent defendants by case type (juvenile/adult) and case level (capital felony, 1st, 2nd, 3rd degree felony, state jail felony, class A and B misdemeanor).
  - Monitor changes in case level and corresponding appointed attorney qualifications.
  - Indigent defense appointment timeframes for those in jail.
    - Date and time of arrest
    - Date and time brought before magistrate
    - Date and time request for appointment submitted
    - Date and time request transferred to appointing authority
    - Date and time of appointment.
    - Date and time of notice forwarded to attorney.
    - List of attorneys that the court(s) or coordinator receive complaints about for not contacting the defendant within timeframe set by statute.
  - Indigent defense appointment timeframes for those defendants not in jail.
    - Date and time of arrest
    - Date and time brought before magistrate
    - Date and time bonded or bail made (defendant released)
    - Date and time request for appointment submitted
    - Date and time request transferred to appointing authority
    - Date and time of appointment.
    - Date and time of notice forwarded to attorney.
    - List of attorneys that the court(s) or coordinator receive complaints about for not contacting the defendant within timeframe set by statute.
    - Date and time of first judicial proceedings.
  - Fiscal data of those receiving appointed attorneys by case type, case level, and custody status.
- Monitor all requests for indigent defense, including proof of those persons signing waiver declining requests for indigent defense services, in accordance with the local plan.
- Report data on the requests for indigent representation and those individuals that waive requesting an appointed attorney but remain in jail.
- Prepare reports for judges and Task Force
- Provide training and information to all law enforcement agencies related to indigent defense processes.
- Provide training and information to the local defense bar and specifically attorneys on the appointment lists.
- Coordinate applications for inclusion in appointment system.
- Coordinate processes and information with commissioners’ court.
- Makes daily checks of the entire jail lists and compares them with the new inmates who either requested or declined indigent defense.
- Informs the trial courts of any inmates who have not seen a lawyer, as well as any whose cases have not progressed and have remained in jail for inordinate lengths of time.
- Verify custody status before appointment by judge.
- Coordinates with the court appointed pretrial lawyers to assist them in locating their assigned defendants.
- Maintains and updates the County’s Indigent Defense Plan.
- Collects, compiles, and reports comparable data on number of indigent defense cases, cost of defense, and duration of defendant detainment before counsel is appointed and cases are disposed.
— Works with a local indigent defense committee or local judges to report findings and takes corrective actions to improve the indigent defense process.
— Streamlining data collection to allow for the implementation, monitoring, and reporting requirements of the Fair Defense Act with the creation of the Fair Defense Information System.
— Write job description for Indigent Defense Coordinator.
— Write procedures for collecting, managing, and reporting data.

Position Minimum Requirements

The requirements for the position are as follows:

- Degree in criminal justice, public administration, sociology, psychology, or related field. Experience above the minimum required two years experience may substitute for the above educational qualification on a year for year basis.
- Two years experience in a criminal justice, court administration, legal work or behavioral science field.
- Knowledge of the criminal justice system and its related components.
- Ability to work independently.
- Ability to communicate effectively in English and Spanish preferred.
- Working knowledge of computers and word processing programs.
- Ability to work well with others and establish working relationships with fellow employees.
- Must have Texas Driver’s License.

Note: A county may request from the grant administrator a waiver of any of the above position minimum requirements. Rationale must be provided to document the reason the waiver is needed.

Parent Youth Advocate

— Hire a full time licensed attorney as a parent youth advocate to perform duties described in the Application for Discretionary Grant submitted to the Task Force.
— Inform parents who attend the detention hearings of the juvenile’s basic rights at detention hearings and gather information that may help the juvenile at the first or future detention hearings.
— Provide to parents the Parent/Youth Advocate’s name as a specific contact person regarding detention matters.
— The Parent/Youth Advocate will contact by phone or by letter all parents whose children are involved with detention proceedings if the parent did not attend their child’s first detention hearing. This contact will communicate basic information about detention hearings and providing contact resources during the detention proceedings.

Position Minimum Requirements

The requirements for the position are as follows:

- Degree in law.
- Licensed to practice law in the State of Texas.
- Two years experience.
- Knowledge of the criminal justice system and its related components.
- Ability to work independently.
- Ability to communicate effectively in English.
- Ability to communicate in English and Spanish preferred.
- Working knowledge of computers and word processing programs.
- Ability to work well with others and establish working relationships with fellow employees.
- Must have Texas Driver’s License.

Note: A county may request from the grant administrator a waiver of any of the above position minimum requirements. Rationale must be provided to document the reason the waiver is needed.
Computers for the Public Defender Office

— The proposed activity is to purchase at least 45 computers as equipment along with the necessary supplies (cables, printers, surge protectors, etc...) and software for the public defenders and/or support staff that are engaged in providing legal services to indigent defendants and juvenile respondents.
— The computers are to be used exclusively for criminal and juvenile cases in the public defenders offices.
— Develop formal policy and procedures for use of computers. Address personal and incidental use of government property in the policy.
— Provide in-house training on the policies and procedures with documentation of training provided.
— Provide in-house training on care and use of computers and software.
— Make reasonable effort to purchase best value systems using county procurement and acquisition procedures.
— All equipment must be compliant with relevant existing county and PD networks, office systems, and databases.

Project evaluation

Indigent Defense Coordinator

The county will report on each agreed measure outlined below. The measures indicated here are intended to compliment and not duplicate the information counties must collect and report annually to the Task Force. This checklist assumes that the county will decide locally how the funded position is inserted into the current data collection process.

Outputs

➤ Track and report waivers of incarcerated individuals not requesting appointed attorney.
➤ Track and report number of applications for appointment of counsel.
➤ Track and report number of appointments made.
➤ Track and report average income and average assets reported by applicants by case level.
➤ Track and report average income and assets reported by individuals receiving court appointed attorneys and those denied court appointed attorneys.
➤ Track and report number of complaints from indigent defendants about attorneys that do not make contact.
➤ Track and report number of attorneys removed from appointment list and reasons for removal.
➤ Track and report total number of criminal law and juvenile law continuing legal education (CLE) hours reported by attorneys.
➤ Track and report number of cases that attorneys reject or decline to accept appointments by reason given.

Outcomes

➤ Track and report basic statistical data (mean, median, mode, etc...) of time for each interval in prompt appointment issues. Meet statutory requirements in 90 percent or more of cases.
➤ Track and report percent of total jury trials involving attorneys appointed to represent indigent defendants. Percent of cases should coincide to percent of indigent defendants of all cases filed or more.
➤ Track and report attorney response time to court. 90 percent of attorneys notify courts of acceptance or decline to accept in less than 24 hours.
➤ Conduct evaluation of law enforcement personnel, court staff, judges, and defense bar to measure effectiveness of program. The evaluation must use an ordinal scale to be negotiated with Task Force staff prior to the end of grant term. 70 percent or higher satisfactory rating.

Additional County Measures

Counties may develop additional report measures related to indigent defense. The county should collect and report additional measures that provide accomplishment of local priorities as long as they focus on indigent defense. Some noteworthy examples of additional measures gleaned from proposals are:
• Page 7

> Develop specific local measures to ensure that all indigent defendants receive due process of law according to statutorily imposed time limits, that no one is denied the right to counsel, and no one is unduly detained.
> Streamline the daily workings of the court system and provide a rapid response mechanism when failures in the system occur.
> Reduce cost to county of total jail time spent by indigent defendants while controlling for increased crime and other factors influencing jail population.

Parent Youth Advocate

Outputs
> Number of contacts with parents by type of meeting and by event.
> Number of court appearances
> Number of Law Enforcement related contacts.
> Number of juveniles awaiting placement by length of time and those returned for unworkable placements.

Outcomes
70% of the parents of children who are brought before the court on their first detention hearing will be contacted by the Parent/Youth Advocate within 72 hours of the first detention hearing proceedings if the parent did not attend their child’s first detention hearing.

Timeline for Reporting and Fund Distribution
Reports will be submitted on-line over the Internet when the system becomes available.

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<th>Reporting Period</th>
<th>Type Report Due</th>
<th>Date Report Due</th>
<th>Fund Distribution Date</th>
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<td>Progress report</td>
<td></td>
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<tr>
<td>May through July</td>
<td>Budget Status Report</td>
<td>August 15, 2003</td>
<td>August 30, 2003</td>
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<td>Progress report</td>
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<tr>
<td>August through October</td>
<td>Budget Status Report</td>
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<td>Progress report</td>
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<td>November through January</td>
<td>Final Budget Status Report</td>
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<td></td>
<td>after grant period.</td>
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### Indigent Defense Grant Program

**Grant Budget Report (Submit online)**

**Reporting Period**
- [ ] February – April 2003
- [ ] May – July 2003
- [ ] August – October 2003
- [x] November 2003 – January 2004
- [ ] February 2005 Final Closeout Report

<table>
<thead>
<tr>
<th>EXPENDITURE CATEGORY</th>
<th>TOTAL GRANT BUDGET PERIOD FY03</th>
<th>SPENT THIS REPORT PERIOD</th>
<th>REMAINING GRANT BUDGET</th>
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<tbody>
<tr>
<td>Direct Costs</td>
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<td>1) Personnel</td>
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<td>(Total Number of FTEs:</td>
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<td>2) Fringe Benefits</td>
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<td>3) Travel</td>
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<td>4) Equipment¹</td>
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<td>5) Supplies</td>
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<td>6) Contract Services</td>
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<td>7) Other (please specify)</td>
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<td><strong>Total Direct Costs</strong></td>
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<td>Indirect Costs²:</td>
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<td>8) Indirect Costs (____% of)</td>
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<td><strong>Total Indirect Costs</strong></td>
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<td><strong>Total Proposed Costs</strong></td>
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<td>Less In-Kind Contributions (Provide List of Sources)</td>
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<td>Less Cash from Other Sources (Provide List of Sources)</td>
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<td><strong>Total Project</strong></td>
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¹ Include list of equipment purchased, including the description and cost for each item.

² Please refer to grant reporting definitions.
Indigent Defense Progress Report (Submit on-line)

Report total number of waivers of incarcerated individuals not requesting appointed attorney.

Report number of applications for appointments.

Report number of appointments made.

Report average income and average assets reported by applicants by case level.

<table>
<thead>
<tr>
<th>SPECIFIC MEASURE</th>
<th>SPECIAL</th>
<th>ACTUAL NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report total number of waivers of incarcerated individuals not requesting appointed attorney.</td>
<td>Class A Misd. Average Income</td>
<td>(ATTACH MONTHLY BREAKDOWN)</td>
</tr>
<tr>
<td>Report number of applications for appointments.</td>
<td>Class A Average Assets</td>
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<tr>
<td>Report number of appointments made.</td>
<td>Class B Average Income</td>
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</tr>
<tr>
<td>Report average income and average assets reported by applicants by case level.</td>
<td>Class B Average Assets</td>
<td></td>
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<tr>
<td>Report average income and average assets reported by applicants by case level.</td>
<td>State Jail Felony Average Income</td>
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<td></td>
<td>State Jail Average Assets</td>
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<td></td>
<td>Capital Case Average Income</td>
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<td>Capital Case Average Assets</td>
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<tr>
<td>Degree Felony</td>
<td>Average Income</td>
<td>Average Assets</td>
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<td>3rd</td>
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</tbody>
</table>

Report average income and assets reported by individuals receiving court appointed attorneys.

Average Income

Average Assets

Report average income and assets reported by individuals denied court appointed attorneys

Average Income

Average Assets

Report number of complaints from indigent defendants about attorneys that do not make contact.

Report number of attorneys removed from appointment list and reasons for removal (attach Reason list)

Report total number of criminal law and juvenile law continuing legal education (CLE) hours reported by attorneys.

Track and report number of cases that attorneys reject or decline to accept appointments by reason given (attach reason list)
### Outcomes

<table>
<thead>
<tr>
<th>MEASURE</th>
<th>TARGET</th>
<th>REPORT PERIOD PERFORMED</th>
<th>CALCULATION</th>
<th>EXAMPLE</th>
<th>RESULT FOR THIS REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Track and report basic statistical data (mean, median, mode, etc...) of time for each interval in prompt appointment issues.</td>
<td>Meet statutory requirements in 90 percent or more of cases.</td>
<td>2nd, 3rd, and final</td>
<td>Appearance before Magistrate – Number of persons appearing at 15.17 CCP hearing within 48 hours divided by total number of persons in jail longer than 48 hours.</td>
<td>900 persons were in jail longer than 48 hours during the report period. 842 persons appeared before magistrates in 15.17 hearing. 95.5% outcome measure.</td>
<td>Number of persons appearing in 15.17 hearing.</td>
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<td>Requests for Attorney Appointment Transmittal – Number of requests for attorney appointment that arrived to the appointing authority within 24 hours of the time the requests were made divided by the total number of requests transmitted.</td>
<td>643 Requests for attorney appointment were submitted during report period. 596 were documented within 24 hours; 20 were documented arriving after 24 hours; 27 had no verifiable documentation of when they were submitted or when they arrived. 92.7% outcome measure.</td>
<td>Number of requests for attorney appointment arrived with in 24 hours.</td>
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<td>Number of requests for attorney appointment submitted</td>
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<td>Percent Outcome Measure</td>
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<tr>
<td>MEASURE</td>
<td>TARGET</td>
<td>REPORT PERIOD PERFORMED</td>
<td>CALCULATION</td>
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<td>RESULT FOR THIS REPORT</td>
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<tr>
<td>Attorney Appointments within 1 or 3 working days – Number of appointment of counsel for eligible defendants within one working day of receiving the request (counties with population of 250,000 and above) or within three working days of receiving the request (counties with population under 250,000) divided by Total Number of appointments of counsel made.</td>
<td></td>
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<td>245 appointments were made within one working day of the request in a county of over 250,000 population. 249 appointments were made during the reporting period. 98% outcome measure.</td>
<td>Number of appointments made within one working day during report period.</td>
<td>Total number of appointments made during report period.</td>
</tr>
<tr>
<td>Track and report attorney response time to court.</td>
<td></td>
<td></td>
<td>Total number of notifications of acceptance/decline appointment divided by the total number of appointments made during the report period.</td>
<td>236 notices received by attorneys within 24 hours; 264 appointments made by courts. 90.1% outcome measure.</td>
<td>Percent Outcome Measure</td>
</tr>
<tr>
<td>MEASURE</td>
<td>TARGET</td>
<td>REPORT PERIOD PERFORMED</td>
<td>CALCULATION</td>
<td>EXAMPLE</td>
<td>RESULT FOR THIS REPORT</td>
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<tr>
<td>Track and report percent of total jury trials involving attorneys appointed to represent indigent defendants.</td>
<td>Percent of cases should coincide to percent of indigent defendants of all cases filed or more.</td>
<td>Final Report Only</td>
<td>Total number of indigent defense appointments divided by total criminal cases filed. Total number of jury trials divided by total number of jury trials involving an indigent defendant with court appointed attorney. Compare percentage</td>
<td>43 cases during reporting period assigned counsel; 123 criminal cases filed during report period. 35% of cases are indigent defendants. 12 criminal jury trials during report period; 5 involve indigent defendants or 41%. 41% is greater than 35% positive measure.</td>
<td></td>
</tr>
<tr>
<td>Conduct evaluation of law enforcement personnel, court staff, judges, and defense bar to measure effectiveness of program. The evaluation must use an ordinal scale to be negotiated with Task Force staff prior to the end of grant term. 70 percent or higher satisfactory rating.</td>
<td>Final Report Only</td>
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<tr>
<td>Outputs</td>
<td>Calculation</td>
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<td>Parent Youth Advocate -</td>
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<td>Outputs</td>
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<td>Number of contacts with parents by type of meeting and by event</td>
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<td>Number of court appearances</td>
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<td>Number of Law Enforcement related contacts.</td>
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<td>Number of juveniles awaiting placement by length of time</td>
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<td>Number of juveniles and those returned for unworkable placements.</td>
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<td>Outcomes</td>
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<tr>
<td>The Parent/Youth Advocate will contact 70% of the parents of children</td>
<td>Percent of parents contacted with a child in detention hearing for first time contacted within 72 hours</td>
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<td>who are brought before the court on their first detention hearing within</td>
<td>divided by total number of children having detention hearings</td>
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<td>72 hours of the first detention hearing proceedings if the parent did</td>
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<td>not attend their child's first detention hearing.</td>
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| Computers for the Public Defender Office -                             |                                                                                                       |
| Outputs                                                                |                                                                                                       |
| Number and list of computers (including serial numbers)                |                                                                                                       |
| List of other supplies purchased                                       |                                                                                                       |
| Number of persons using of computers                                   |                                                                                                       |
| Total number of clients served in the office                           |                                                                                                       |
| Outcomes                                                               |                                                                                                       |
| Cases disposed of by attomeys will increase over same period the       | Difference of total number of cases disposed of during period in FY03 minus cases disposed of in same |
| previous year by at least 10%.                                         | period in FY02. Divide difference by number of cases in period FY02.                                   |
### Additional County Developed Measures

Counties may develop additional report measures related to indigent defense. The county should collect and report additional measures that provide accomplishment of local priorities as long as they focus on indigent defense. Some noteworthy examples of additional measures gleaned from proposals are:

- Develop specific local measures to ensure that all indigent defendants receive due process of law according to statutorily imposed time limits, that no one is denied the right to counsel, and no one is unduly detained.
- Streamline the daily workings of the court system and provide a rapid response mechanism when failures in the system occur.
- Reduce cost to county of total jail time spent by indigent defendants while controlling for increased crime and other factors influencing jail population.

Please provide any information or other report data below:

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Attachment B

GRANT PROGRAM COOPERATION AGREEMENT

County has applied for a discretionary grant from the Task Force on Indigent Defense (Task Force) to assist in funding an indigent defense coordinator program. The undersigned judges agree to participate with the program pursuant to the county’s discretionary grant application to the Task Force and any special conditions of the grant award to the county. This commitment includes participating in the data collection efforts required in the program, as well as utilization of the services to be provided by the indigent defense coordinator to be hired for the program. To be effective this commitment must be signed by the judges of all of the statutory county courts hearing criminal matters punishable by incarceration or juvenile matters in the county.

Acknowledged and Approved by all statutory county courts hearing criminal matters punishable by incarceration in the county:

<table>
<thead>
<tr>
<th>Signature of Judge</th>
<th>Date</th>
<th>Printed Name and Title</th>
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</thead>
<tbody>
<tr>
<td>Signature of Judge</td>
<td>Date</td>
<td>Printed Name and Title</td>
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<tr>
<td>Signature of Judge</td>
<td>Date</td>
<td>Printed Name and Title</td>
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</tbody>
</table>
February 12, 2003

To:       Commissioners Court

Through:  Ryan Brown
          Budget Officer

From:     Greg Allbright
          Budget & Policy Analyst

Subject:  State of Texas – Task Force on Indigent Defense grant

Background
The State of Texas Task Force on Indigent Defense has announced the award of funds to Dallas County made available through the Texas Fair Defense Act. This act, also known as Senate Bill 7, provides funds to counties for the implementation of this act. Based on information provided, Dallas County has been awarded a grant in the amount of $1,042,617. Award acceptance letters are due to the State of Texas by February 28, 2003. The purpose of this briefing is to provide Commissioners Court a recommendation concerning the acceptance of the grant award.

Financial Impact
Dallas County is expected to receive approximately $1,042,617 during FY2003. This amount is based on the population of Dallas County, relative to all other counties in Texas, plus a $5,000 base amount for all counties. These funds will be solely for the provision of Indigent Defense services in Dallas County.

Recently, the Governor of Texas has asked all State agencies to reduce current year funding by 7%. The Task Force on Indigent Defense has two proposals for complying with this request, and is considering which one will be adopted. One proposal would not financially affect Dallas County, as it would use unspent funds apportioned to other counties. The second proposal would reduce, by 4.5%, the amount awarded to counties for formula and discretionary grants. If this proposal were adopted, Dallas County would lose $60,000, $46,890 less formula grant funds, and $13,110 less discretionary grant funds.

After receiving the grant award notice, the Office of Budget and Evaluation contacted representative of the Task Force. OBE inquired about the feasibility of forfeiting some discretionary grant funds, if those funds could replace potential formula grant reductions. We were told that this type of request had been mentioned by other counties, and would be discussed at an upcoming Task Force committee meeting.
**Legal Information**
The grant requires each court family (Criminal District, County Criminal, and Juvenile) involved to submit plans to the Office of Court Administration to ensure that portions of Senate Bill 7 have been addressed in these plans. Currently, the three court families mentioned above have submitted plans that comply with the requirements of the grant.

**Recommendation**
The Office of Budget and Evaluation recommends acceptance of the Texas Task Force on Indigent Defense grant award, and authorizing the County Judge to sign all documents on behalf of the Commissioners Court.
January 29, 2003

I am pleased to inform you that the Texas Task Force on Indigent Defense has awarded Dallas County a grant in the amount of $1,042,617. Your Formula Grant Award Statement for fiscal year 2003 is attached.

Last week, the Task Force was directed by the Governor, Lt. Governor and Speaker of the House to submit a plan to reduce current spending this fiscal year by 7 percent. The purpose of this request is to assist Texas in keeping the Texas budget balanced. The Task Force will address the specifics of this issue at its next meeting in April. Once a date and time is set, notice will be posted immediately on the Task Force’s website. Please be aware that your county may not receive the full award amount. Any necessary reduction will be tailored to minimize the impact on direct services and will not compromise the mission of the Task Force. Your cooperation, efforts and understanding concerning this budget issue are most appreciated.

By sharing some financial responsibility for indigent defense with Texas counties, the Task Force has the ability to promote innovation and improvement in indigent-defense systems statewide. I wish to congratulate Dallas County on the efforts it has undertaken towards reaching these goals. If you have any questions or need clarification on the information contained in this letter, please do not hesitate to contact any staff member of the Task Force at (512)936-6994.

Sincerely,

Sharon Keller
Chair, Task Force on Indigent Defense
Presiding Judge, Court of Criminal Appeals
Task Force on Indigent Defense
Statement of Grant Award
Formula Grant

Grant Number: 212-03-057
Grantee Name: Dallas County
Program Title: Indigent Defense Services
Grant Period: 10/01/2002-9/30/2003
Grant Award Amount: $1,042,617

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by February 16th. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant, including the rules and documents adopted by reference in the Task Force on Indigent Defense’s Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- The indigent defense plan(s) submitted on behalf of the county shall comply with the Indigent Defense Grant Program Acknowledgment contained in the formula grant application. The Task Force will notify the authorized official if it determines that one or more of the plans submitted for a county does not comply with the Acknowledgment requirements. If a new plan or plan amendment addressing the deficient areas of the plan is not submitted to the Task Force within 45 days of the date the authorized official is notified of the deficiency, then the Task Force will place a hold on grant funds until the county complies with the Acknowledgment requirements. If a county fails to comply by the end of the grant period (September 30, 2003) any funds disbursed to the county under the FY 2003 formula grant must be returned to the Task Force.

Special Grant Conditions:
The grant officials understand that they must satisfy all special conditions placed on this grant as listed below before receiving any funds:

- The judges of district and county courts trying criminal cases and the juvenile board shall submit to the Office of Court Administration, on behalf of the Task Force, copies of the plan used for timely and fairly appointing counsel in criminal and juvenile cases required by Government Code Section 71.0351(a) to have been submitted by January 1, 2003. Pursuant to the 2003 Indigent Defense Countywide Plan Instructions issued by the Task Force on
October 23, 2002, this submission must include a copy of the indigent defense procedures (Plan) and/or Plan Summary, as well as the Cover Sheet, for each level of case (felony, misdemeanor punishable by confinement, juvenile). Task Force records currently indicate that we have not received the plan on behalf of the District Courts/Juvenile Board for your county.

The authorized official for this grant program had the read the preceding and indicates agreement by signing this Statement of Grant Award below:

________________________________________
Signature of Authorized Official

________________________________________
Name & Title (must print or type)

________________________________________
Date
February 10, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyk
Budget & Policy Analyst II

SUBJECT: Use of Contract Security Guards for Lew Sterrett Lobby/Entrance

BACKGROUND
After the 9/11 attacks, additional security was added to the entrance of the Lew Sterrett Justice Center. For several months after 9/11, three Detention Service Officers provided security twenty-four hours a day/seven days a week. After several months had passed, it was determined that staffing for the entrance could be reduced to two guards at the Lew Sterrett entrance.

In addition, a metal detector and x-ray machine were installed to increase the level of security. Currently, two Detention Service Officers staff the entrance and provide security at the Lew Sterrett Justice Center. The purpose of this briefing is to provide Commissioners Court a recommendation to use contract Security Guards to provide security at Lew Sterrett.

OPERATIONAL IMPACT
The Sheriff’s Office never received additional staff to provide security at the entrance to the justice center. Adding two Detention Service Officers to the entrance of Lew Sterrett has created an increase of overtime expenditures. The entrance is staffed by guards 24 hours/7 days a week. The Detention Service Officers are not armed.

The County has a contract in place with Ruiz Protective Services to provide security at Frank Crowley, George Allen and other County buildings. These guards monitor the metal detectors and x-ray machines.

FINANCIAL IMPACT
It currently costs the County $457,582 a year, including benefits, in overtime costs to use Detention Service Officers to provide the Lew Sterrett Lobby with security. The average hourly overtime rate of a Detention Service Officer is $26.27. In comparison, Ruiz Protective Service charges $11.38 for unarmed Security Guards.
Ruiz Security Guards will start providing security at the Lew Sterrett lobby/entrance on February 17, 2003, at an annual cost of $198,831. This will result in annual savings of over $250,000.

RECOMMENDATION
The Office of Budget and Evaluation recommends that the Commissioners Court approve the removal of two Detention Service Officers from guarding the entrance to Lew Sterrett Justice Center and replace the Detention Service Officers with two Security Guards from Ruiz Protective Service.

The Office of Budget and Evaluation has received a preliminary estimate of $130,000 to $200,000 to join the Lew Sterrett Justice Center entrance and the Frank Crowley building entrance into one. The Office of Budget and Evaluation will provide Commissioners Court a complete briefing on this in early March.
February 18, 2003

MISCELLANEOUS

1) FACILITIES MANAGEMENT DEPARTMENT - requests authorization to proceed with the County Court at Law No. 3 Judge Sally Montgomery’s request for ADA accommodations to the Court room and Judges office on the sixth floor of the Records Building. The accommodations is in the form of the installation of carpet in the Courtroom and Judge’s office areas. Estimated cost for extra carpet is $4,118. Funds are available in Fund 00126 Permanent Improvements, 08130 Building Improvements and Land, 2003 FY2003, 70038 Project - Misc. Building Alterations.

2) DALLAS COUNTY HOSPITAL DISTRICT - requests approval for Dr. Kutsi Omar to enter into a full-service lease for a period of seven years at the professional building at 3310 Live Oak. The space is comprised of 1,434 rentable square feet with a proposed rate of $18.75/rsf. Dallas County Hospital District proposed to provide tenant finishout not to exceed $15.00/rsf. The lease rate and terms are consistent with prevailing rates in the area according to a recent market rent survey.

3) OFFICE OF BUDGET & EVALUATION - requests approval to transfer five Detention Service Officers from Sterrett West Tower to Central Intake. Transferring the five Detention Service Officers to Central Intake should be a more effective and efficient way to utilize current manpower since 90% of the traffic in and out of the sally port is destined for either Central Intake or Classification/Release.

The following position numbers will be transferred to Central Intake:

<table>
<thead>
<tr>
<th>Number</th>
<th>Position</th>
</tr>
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<tbody>
<tr>
<td>2233</td>
<td>Detention Service Officer</td>
</tr>
<tr>
<td>2247</td>
<td>Detention Service Officer</td>
</tr>
<tr>
<td>2257</td>
<td>Detention Service Officer</td>
</tr>
<tr>
<td>2273</td>
<td>Detention Service Officer</td>
</tr>
<tr>
<td>2280</td>
<td>Detention Service Officer</td>
</tr>
</tbody>
</table>

Funds in the amount of $207,566 will be transferred from Sterrett West Tower to Central Intake to cover salary and benefits of the Detention Service Officer.
TRAVEL REQUESTS

4) INSTITUTE OF FORENSIC SCIENCES - requests approval for:

   a) David Spence to attend the EDAX Microanalysis Course in Mahwah, New Jersey on March 30 through April 5, 2003: $1,685 is available in General Fund, Crime Lab Department, Conference Travel Account, FY Budget 2003, (00120.3311.04210.2003).

   b) Robert A. Poole to attend the Graduation Ceremony for County Employee Heather Thomas in Ammendale, Maryland on March 6-7, 2003 at no cost to Dallas County.

5) SHERIFF'S DEPARTMENT - requests approval for:

   a) Sr. Sgt. Steven W. Jones to attend the Texas ATPA Board Meeting in Austin, Texas on February 19, 2003 in a County vehicle with gas credit cards and no other expense to Dallas County.

   b) Tim Ervin to attend Training for Project Spotlight in Austin, Texas on March 24-27, 2003 in a County vehicle with gas credit cards and no other expense to Dallas County.

   c) Jim Badgett Sheriff Bailiff Pool Member to attend Annual Emergency Management Training Conference in Austin, Texas on February 22-27, 2003: $690 is available from Department's DDA Funds.

6) HEALTH & HUMAN SERVICES DEPARTMENT - requests approval for:

   a) David Gruber and Paul Shirley to attend Basic Disaster/Advanced Disaster Life Support Course in Dallas, Texas on February 19-21, 2003: $350 is available in Grant Fund, OPHP Bioterrorism Department, Conference Training, FY Budget 2002, (00466.08723.02460.2002).

   b) Monica Tunstle-Garrett to attend a required course entitled Principles of STD Supervision in Austin, Texas on February 24-28, 2003: $754 is available in Grant Fund, VD Epidemiology Department, Conference Training Account, FY Budget 2003, (00466.8706.02460.2003).

   c) Scott A. Sawlis to attend the Texas Environmental Health Association in Arlington, Texas on February 27, 2002 in a County vehicle with gas credit cards and no other cost to Dallas County.

e) Dianne Blocker to participate on the Texas Infertility Prevention Workshop Planning Committee 2003 to develop an agenda for the TIPP Conference in Austin, Texas on March 5-6, 2003 at no cost to Dallas County.

f) Monica Tunstle-Garrett to attend and participate in the African-American Advisory Workgroup in Austin, Texas on March 20-21, 2003 at no cost to Dallas County.

**EXCEPTION TO TRAVEL REQUESTS**

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

g) Dr. Steven Wilson to attend the Bi-monthly Meeting with Texas Association of Local Health Officials in Austin, Texas on February 12-14, 2003: $327.50 is available in Grant Fund, OPHP-Bioterrorism Department, Conference Training Account, FY Budget 2003, (00466.08723.02460.2002).

h) Delbert Thomas to attend the Title Land II Programs in Washington, DC on February 27-28, 2003: $850 is available in Grant Fund, Ryan White Title -2 Department, Workshop Account, FY Budget 2002, (00466.65602.04210.2002).

i) Thomas J. Davis to conduct an STD Workshop in West Memphis Arkansas on March 20-22, 2003: $720 is available in Grant Fund, STD Trg/CDC Department, Conference Training Account, FY Budget 2002, (00466.08900.02460.2002).

**MISCELLANEOUS EQUIPMENT**

(1) DEPARTMENT: 5114 Juvenile Department – Detention Center
ITEMS: 1 – Mid-volume fax machine
ESTIMATED COST: $1,050
<table>
<thead>
<tr>
<th>FUNDING SOURCE:</th>
<th>Unallocated Reserves</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENDITURE SOURCES:</td>
<td>00120.5114.02090.2003 (General Fund, Juvenile Department, Property Less than $5,000, FY2003)</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>The Juvenile Detention Center is requesting a replacement fax machine. The machine has had numerous problems over the last three months. The repair contractor has notified the department that the necessary parts are no longer available. Recommended by Records Management.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENTS:</th>
<th>4115</th>
</tr>
</thead>
<tbody>
<tr>
<td>44th Civil District Court</td>
<td></td>
</tr>
<tr>
<td>ITEMS:</td>
<td>1 - 42&quot; circular conference table</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$178</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>Unallocated Reserves</td>
</tr>
<tr>
<td>EXPENDITURE SOURCES:</td>
<td>00120.4115.02090.2003 (General Fund, 44th Civil District Court, Property Less than $5,000)</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>Judge David Kelton of the 44th Civil District Court has requested funding for a conference table in his office. There currently is no table in his office. Recommended by Office of Budget and Evaluation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>5420</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truancy Court</td>
<td></td>
</tr>
<tr>
<td>ITEM:</td>
<td>1- Desk, 3- Chairs</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$0 (Surplus)</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>N/A</td>
</tr>
<tr>
<td>EXPENDITURE SOURCE:</td>
<td>N/A</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>The Truancy Coordinator is requesting a desk and three chairs from surplus to be utilized by the new clerks at both locations. Recommended by Office of Budget and Evaluation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>4842</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justice of the Peace Whitney Pct. 4-2</td>
<td></td>
</tr>
<tr>
<td>ITEM:</td>
<td>1- Desk</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$0 (Surplus)</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>N/A</td>
</tr>
<tr>
<td>EXPENDITURE SOURCE:</td>
<td>N/A</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>Judge Whitney is requesting a desk from surplus to be utilized by the new clerk earned as part of the FY2003 authorized staff. Recommended by Office of Budget and Evaluation.</td>
</tr>
<tr>
<td>(5)</td>
<td>DEPARTMENT:</td>
</tr>
<tr>
<td></td>
<td>ITEM:</td>
</tr>
<tr>
<td></td>
<td>ESTIMATED COST:</td>
</tr>
<tr>
<td></td>
<td>FUNDING SOURCE:</td>
</tr>
<tr>
<td></td>
<td>EXPENDITURE SOURCE:</td>
</tr>
<tr>
<td></td>
<td>PROPOSED ACTION:</td>
</tr>
</tbody>
</table>

| (6) | DEPARTMENT: | 4832 | Justice of the Peace Ellis Pct. 3-2 |
|     | ITEM: | 1 - Desk |
|     | ESTIMATED COST: | $350 |
|     | FUNDING SOURCE: | Unallocated Reserves |
|     | EXPENDITURE SOURCE: | 00120.4832.02090.2003 (General Fund, Justice of the Peace 3-2, Property Less than $5,000, FY2003) |
|     | PROPOSED ACTION: | Judge Ellis is requesting to purchase a desk that will lock to replace their bookkeeper's desk that was damaged during a recent break-in at their precinct. The court was unable to locate a desk in surplus that they could use. Recommended by Office of Budget and Evaluation. |

| (7) | DEPARTMENT: | 4883 | JP Central Collections |
|     | ITEM: | 1 - Postage Meter |
|     | ESTIMATED COST: | $460 |
|     | FUNDING SOURCE: | Unallocated Reserves |
|     | PROPOSED ACTION: | JP Central Collections is requesting authorization for a postage meter to cut down on the lag time of processing the JP Collections Center's outgoing daily mail. Recommended by Office of Budget and Evaluation. |

<p>| (8) | DEPARTMENT: | 4811 | Justice of the Peace Jones, Pct. 1-1 |
|     | ITEM: | 1 - Digital Counter |
|     | ESTIMATED COST: | $500 |
|     | FUNDING SOURCE: | Unallocated Reserves |
|     | EXPENDITURE SOURCE: | 00120.4811.02090.2003 (General Fund, Justice of the Peace 1-1, Property Less than $5,000, FY2003) |</p>
<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>1070</th>
<th>COUNTY AUDITOR'S OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM:</td>
<td>4 - Tables</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$0 (Surplus)</td>
<td></td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>EXPENDITURE SOURCE:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>The County Auditor is requesting four tables from surplus to replace broken tables. Recommended by Office of Budget and Evaluation.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>1035</th>
<th>TAX ASSESSOR COLLECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM:</td>
<td>1 - Microsoft Access CD Install Kit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 - Microsoft Access Licenses ($175 each)</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$551</td>
<td></td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>Within Budget</td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>The Tax Assessor/Collector requests authorization to purchase, from within his budget, Microsoft Access Install Kit CD and three Microsoft Access licenses. Recommended by the MIS Director.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>1040</th>
<th>HUMAN RESOURCE/CIVIL SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM:</td>
<td>2 - 36&quot; lateral filing cabinets</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>Within Budget</td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>The Human Resource/Civil Service department requests authorization to purchase, from within their budget, two 36&quot; lateral file filing cabinets due to the increased volume of applications and other paperwork that are received in the Employment section. Recommended by Records Management.</td>
<td></td>
</tr>
</tbody>
</table>
Justice of the Peace Petty Pct. 4-1

1- Table
$0 (Surplus)  
N/A  
N/A  
Judge Petty is requesting a table from surplus for his courtroom. Recommended by Office of Budget and Evaluation.

Sheriff’s Office – Physical Evidence Division

3 - Bookcases
2 - Tables
3 - Side Chairs
2 - Folding Chairs
1 - Stool
$0 (Surplus)  
N/A  
N/A  
The Physical Evidence Division was recently relocated to a bigger space in the Sheriff’s Office. They are requesting the above items to be used in their new space. The bookcases will be used for video tape storage of crime scenes, reference material storage and one bookcase will be placed in the Sergeant’s Office to store books and training manuals. The tables will be used in evidence processing and to store items. The stool will be used in the processing area. The side chairs will be utilized in the entry area and other work areas. The folding chairs will be used throughout the Physical Evidence Division for various meetings and training sessions. Recommended by the Office of Budget and Evaluation.

Office of Security and Emergency Management

2 - Wood Grain Shelving Units
4 - Chairs
$0 (Surplus)  
N/A  
N/A  

### PROPOSED ACTION:
The Office of Security and Emergency Management would like to take two (2) wood grain shelving units and four (4) chairs from Surplus. The book shelves will be used to store notebooks, training items, code books and materials. This allows the Office of Security and Emergency Management to easily access information in a timely manner. The four (4) chairs will be used to provide additional seating in the office. Recommended by the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>ITEM:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4603</td>
<td>County Criminal Court #3</td>
<td>1 - Bailiff Chair</td>
<td>$180</td>
<td>Unallocated Reserves</td>
</tr>
</tbody>
</table>

County Criminal Court #3 requests authorization to replace the existing bailiff chair. Recommended by the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>ITEM:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4602</td>
<td>County Criminal Court #2</td>
<td>2 - Office Chairs</td>
<td>$360</td>
<td>Unallocated Reserves</td>
</tr>
</tbody>
</table>

County Criminal Court #2 requests authorization to replace the office chairs used by the Court Reporter and Court Coordinator. Recommended by the Office of Budget and Evaluation.

### TELECOMMUNICATIONS REQUESTS

**Sheriff Specialized Crime MD-0302003** requests to install a data-line cable on the 11th floor of the FCCB room A2 to provide access to network. Installation: $47.50; no recurring cost. Recommended.
County Court at Law #5 MD-0301073 requests to install a data-line cable on the 4th floor of the Records Bldg to connect a network printer. Installation: $47.50; no recurring cost. Recommended.

Sheriff Warrants Section MD-0301075 requests to install two data-lines to be used with the Audit process. Installation: $82.50; no recurring cost. Recommended.

Tax Office M-0301077 requests to relocate a work station to a new location due to changes in the department. Installation: $66.00; no recurring cost. Recommended.

Sheriff Release M-0301076 requests to relocate a multi-line phone to a new location due to changes in the department. Installation: $66.00; no recurring cost. Recommended.

Public Defender requests:
MD-0301070 to install one data-line cable and one voice cable for a fax in room 6126 of the FCCB to allow Attorneys to conduct business. Installation: $99.00; no recurring cost. Recommended.

MD-0301071 to install four data-line cables in room 6129 of the GACB to provide access to network for family Attorneys. Installation: $165.00; no recurring cost. Recommended.

J. P. Court Precinct 4-2 MD-0302004 requests to relocate a data-line to a new location due to changes in the department. Installation: $99.00; no recurring cost. Recommended.

803rd District Court MD-0301026 requests relocate coaxial cable from room C28 to room C26 of the FCCB. Installation: $162.00; no recurring cost. Recommended.

R & B District 2 M-0302016 requests to install a new phone line cable to replace an existing cable that has been damaged. Equipment: $37.50; Installation: $32.00, labor covered by contract; no recurring cost. Recommended.

Constable Precinct 3 MD-0302017 requests to relocate the data-line to the other side of the wall due to changes in the office. Installation: $58.75; no recurring cost. Recommended.

HHS Office Bio-Terrorism M-0301072 requests to install 45 new data-line cables at various locations for the HHS Section 8 project. Installation: $3,326.75; no recurring cost. Recommended.
Security & Emergency Management M-0302012 requests to install multi-line with hands free feature and relocate phone jack to the east wall of the room. Installation: $33.00; no recurring cost. **Recommended.**

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