DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

November 30, 2004

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**FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION**

   Minister's Letter of Appreciation

**DATE(s) TO REMEMBER**

   Legislative Briefing

   **Friday, December 3, 2004**

   New Look Committee Meeting - Commissioners Court

   **Tuesday, December 7, 2004 @ 1:00pm**

   • Community Health & Social Services
   • Justice Administration
   • Law Enforcement
   • Management Services
Office of the Director

November 19, 2004

TO: Commissioners Court

FROM: Jeffrey J. Barnard, M.D., Director and Chief Medical Examiner

SUBJECT: Office of the Governor, Criminal Justice Division Coverdell Forensic Sciences Grant Program

Background

On October 19, 2004, the Commissioners Court accepted a grant award for *Enhancement of Firearms Analysis Services* from the National Institute of Justice (NIJ) through the 2004 Paul Coverdell Forensic Science Improvement Grants program. In FY2004, 25% of the Coverdell funds were allocated to states and units of local government through a competitive process, and 75% were allocated to states on a formula system based principally on state population. The Office of the Governor, Criminal Justice Division (CJD) received approximately $400,000 in formula Coverdell funding, and is accepting grant applications for eligible projects.

The purpose of this briefing is to review the activities and benefits of the proposed *Coverdell Forensic Sciences Program* grant project and to request Commissioners Court approval of the submission of the Coverdell grant application to the CJD.

Impact on Operations

The goal of the Coverdell grant program is to improve the quality and timeliness, and credibility of forensic science and medical examiner services provided by the states and units of local government. Applicants are required to develop a grant project designed to meet this goal, and to describe how the grant funds will be used in furtherance of this program.

Grant funds may be used for: eligible personnel costs (e.g., overtime, visiting scientists, consultants, and contracted staff); computer hardware and software; laboratory equipment; laboratory supplies; costs related to accreditation; and staff education, training, and certification. CJD staff advises that staff training projects are being emphasized in the current grant cycle. Renovation/construction costs and indirect costs are not eligible uses of funds.

The Institute proposes requesting $47,355 in technical training funding for the Field Agents in the Office of the Medical Examiner and for the forensic scientists in the Criminal Investigation Laboratory. The *Program Narrative & Summary Form* information is included as Attachment A, and the *Project Activities* (the training plan) information is included as Attachment B.
Recipients of Coverdell grant funds are expected to demonstrate how the proposed use of funds will improve the quality and credibility of forensic science services. The application designates the following output and outcome measures to assess the impact of the program:

1. Number of trainings attended.
2. Number of analysts trained.
3. Increase percentage of analysts trained.

**Fiscal Impact**

The grant application requests $47,355. No County match is required and indirect costs are not an eligible use of funds.

**Legal Issues**

Grant recipients must use generally accepted practices and procedures as established by accrediting/certifying bodies. The Criminal Investigation Laboratory is accredited by The American Society of Crime Laboratory Directors Laboratory Accreditation Board and by the Texas Department of Public Safety, and the Office of the Medical Examiner is accredited by the National Association of Medical Examiners.

The grant requirements include certification of compliance with the standard federal and state grant assurances (e.g., Equal Employment Opportunity Plan certification, National Environmental Policy Act compliance certification), and the submission of a resolution from the governing body of the applicant agency. CJD provides a sample resolution and strongly urges applicants to follow the sample form (see Attachment C).

The CJD requires submission of a signed *Grant Application Certification Form and Resolution (Court Order)* via facsimile. The Grant Application Kit, which includes the *Program Narrative & Summary Form* must be submitted on-line (via e-mail).

**Project Schedule**

The grant application deadline is December 15, 2004.

**Recommendation**

The Institute of Forensic Sciences recommends that the Commissioners Court approve the submission of a grant application to the Office of the Governor Criminal Justice Division for Coverdell Forensic Sciences Program grant funds and that the County Judge be authorized to execute necessary grant documents on behalf of Dallas County.

**Attachments**

xc:  
Virginia Porter, County Auditor  
Bob Schell, District Attorney Civil Section  
Ronica Watkins, Office of Budget & Evaluation
Appendix A

Project Narrative

Problem Statement: Ensuring ongoing technical training for both new and experienced forensic scientists is critical to providing accurate forensic analyses and credible expert witness testimony. This need is increased by the continuing development of new technology and analytical procedures.

Goal: The goal of this project is to enhance the quality of forensic science analysis and expert witness testimony provided by the scientific staff of the Institute by providing technical training experiences.

Supporting Data: The Southwestern Institute of Forensic Sciences (hereafter referred to as the Institute) provides medical examiner and forensic science testing services to law enforcement agencies in Dallas County and approximately 70 other counties located in north-central and northeastern Texas. In 2002 the Physical Evidence Section of the Institute (which includes the Firearm and Toolmark Unit) provided analytical services to approximately 170 agencies.

The Institute is a department of local county government. Its director is appointed by the Dallas County Commissioner’s Court. The Institute operates on a cost-recovery/fee-for-service system. Service fees are established to recover the costs incurred by the County as a result of performing analytical testing on behalf of submitting agencies. The fee schedule for analytical testing is approved by the Dallas County Commissioner’s Court.

The Institute was accredited in 2003 by the Laboratory Accreditation Board of the American Society of Crime Laboratory Directors (ASCLD-LAB). (The Institute is also accredited by the State of Texas in accordance with applicable state statutory requirements.) The Medical Examiner’s Office is accredited by the National Association of Medical Examiners.

Since early 2003, the Institute of Forensic Sciences has been accredited by the American Society of Crime Laboratory Directors (ASCLD). Consistent with this accreditation, forensic analysts at the Institute complete internal training programs prior to performing forensic case work. However, ongoing professional training is also critical to ensure continuing individual competence and professional growth, to benchmark laboratory processes against national norms, and to increase the expertise of forensic analyses offered to our service agencies.

In the Drug Analysis Laboratory, case submissions have increased dramatically from 150 cases/month in 2001 to approximately 550 cases/month currently. Staffing has increased from 4 analysts to 8. In addition, volume pressures have increased staff turnover such that 6 out of 8 analysts have been hired within the last two years. Although, these analysts have completed our internal training program, they have not had the opportunity to receive external drug analysis training provided by the Drug
Enforcement Administration (DEA). This particular training program is specifically targeted to improve analytical knowledge, broaden an analyst's awareness of newly abused drugs, and provide general training in drug effects. This training, which is attended by forensic analysts nationally, offers an opportunity for an analyst to benchmark their individual knowledge and skills as well as procedures currently used by this laboratory against laboratories nationwide and those of the DEA. The DEA training program is widely regarded as an integral component in the ongoing professional development of drug analysts.

The Toxicology Laboratory has two newly assigned staff requiring training in interpretation of alcohol and drug concentrations in DWI/DUID and sexual assault cases. Both of these analysts are currently qualified in the analysis of alcohols and drugs in forensic specimens; however, they currently lack the training necessary to be court-qualified as experts testifying in the area of drug and alcohol impairment. Attendance at the proposed training schools, when coupled with additional training provided at the Institute, will allow these two analysts to testify effectively regarding the influence of drugs and alcohol on human performance in DWI/DUID and sexual assault cases. Successful completion of the identified training program will effectively double the number of analysts available for testimony in these types of cases.

The Firearms/Toolmarks Unit is consists of 6 funded analyst positions. Two of the current five analysts have recently completed their internal training, and have been performing casework for less than 2 years. No one from the Firearms/Toolmarks Unit has attended factory armorer training courses in the past five years. The proposed training at the Berretta and Smith & Wesson armorer training courses will provide the new and experienced analysts with additional expertise in mechanical operation and repair of weapons commonly encountered in criminal casework that will be directly relevant to their major casework activities.

The Trace Evidence Unit consists of four funded analyst positions. Two analysts in the unit currently identify gunshot residue by Scanning Electron Microscopy and X-ray microanalysis. The proposed training is a 6-day basic training in Scanning Electron Microscopy and X-ray microanalysis will be attended by a member of the scientific staff for the purpose of expanding the in-house technical expertise in this technology.

The Forensic Biology Unit includes 13 designated DNA analyst positions. During 2005 the unit will be undertaking a major upgrade of its instrumental analysis, with the validation for casework of a multi-capillary electrophoresis system for the analysis of casework samples (Applied Biosystems Prism 3100 Genetic Analyzer), and a real-time PCR device for the quantitation of human DNA prior to amplification (Applied Biosystems Prism 7900RT Sequence Detection System). The proposed training will send 2 analysts to manufacturer's training courses where they will receive hands-on instruction in the operation of these platforms and the specific testing applications to be used in casework analysis.
The Field Agents Unit of the Medical Examiners performs death scene investigation, and reports its findings to the medical examiners for use in cause and manner of death determinations. Two trainings are proposed for the Field Agents Unit: a training in report writing, and a training in basic street Spanish to facilitate work in the Spanish-speaking areas of Dallas County.
Appendix B

Grant Project Activities & Budget

1. Instrumental analysis training for DNA analysts – Applied Biosystems Prism 3100 Genetic Analyzer. The ABI 3100 Genetic Analyzer is a high-throughput instrument for forensic DNA analysis. In 2005 we will be purchasing and validating this instrument for criminal investigation casework. We will send 1 analysts to the Applied Biosystems facility in Foster City, California, for a 4-day training on this platform. **Total Estimated Cost: $4,350.**
   a. Location: Foster City, California
   b. Duration of training: 4 days
   c. Number of trainees: 1
   d. Trainer: Applied Biosystems training staff
   e. Tuition/registration: $2,500
   f. Airfare/transportation: $450
   g. Ground transportation: $100
   h. Rental car: $300
   i. Food: $250 (5 days @ $50 per day per diem rate)
   j. Lodging: $750 (5 days @ $150 per day per diem rate)

2. Instrumental analysis training for DNA analysts – Real Time PCR Class. The ABI 7900 Real Time PCR device is used to perform high throughput quantitation of DNA samples as part of forensic DNA testing. During 2005 the Institute will be validating this instrument for forensic casework. We will send 1 analysts to the Applied Biosystems facility in Rockville, MD for a 3-day training on this platform. **Total Estimated Cost: $3,850.**
   a. Location: Rockville, MD
   b. Duration of training: 3 days
   c. Number of trainees: 1
   d. Trainer: Applied Biosystems training staff
   e. Tuition/registration: $2,500
   f. Airfare/transportation: $450
   g. Ground transportation: $100
   h. Food: $200 (4 days @ $50 per day per diem rate)
   i. Lodging: $600 (4 days @ $150 per day per diem rate)

3. Training in Electron Microscopy and X-ray microanalysis. The Institute currently identifies gunshot residue by Scanning Electron Microscopy and X-ray microanalysis. One member of the scientific staff will be sent to a 6-day basic training in Scanning Electron Microscopy and X-ray microanalysis to be held a Lehigh University (Bethlehem, PA). **Total Estimate Cost: $4,850.**
   a. Location: Lehigh University (Pennsylvania)
   b. Duration of training: 6 days
   c. Number of trainees: 1
   d. Trainer: Lehigh Microscopy School
4. Smith & Wesson Armorer Training Course for Firearms Examiners. This course focuses upon inspection, trouble-shooting, and repair of pistols and revolvers. It is a one-week training held at the Smith & Wesson factory in Springfield, MA. It will be attended by 3 Firearms examiners. **Total Estimated Cost: $6,495.**
   a. Location: Smith & Wesson, Springfield, MA
   b. Duration of training: 6 days
   c. Number of trainees: 3
   d. Trainer: Smith & Wesson
   e. Tuition: $1,425 ($475 ea. x 3)
   f. Airfare/Transportation: $1,800 ($600 ea. x 3)
   g. Rental car: $420
   h. Lodging: $1,800 (2 rooms for 6 nights at $150 per night per diem rate)
   i. Food: $1050 ($50 per day per diem rate for 7 days for 3 people)

5. Beretta Factory Armorer Training Course. This course focuses upon inspection, trouble-shooting, and repair of pistols and revolvers. It is a one-week training held at the Beretta factory in Accokeek, Md. It will be attended by 3 Firearms examiners. **Total Estimated Cost: $5,370.**
   a. Location: Accokeek, Md
   b. Duration of training: 1 week
   c. Number of trainees: 3
   d. Trainer: Beretta
   e. Tuition: $1,200 ($400 ea. x 3)
   f. Airfare/Transportation: $900 ($300 ea. x 3)
   g. Rental car: $420
   h. Lodging: $1,800 (2 rooms for 6 nights at $150 per night per diem rate)
   i. Food: $1050 ($50 per day per diem rate for 7 days for 3 people)

6. Training in the testing, research, and litigation related to alcohol and highway safety for toxicologists performing forensic alcohol testing in DWI/DUID and sexual assault cases. Two newly hired toxicologists will be sent to a one-week, expert-level course offered by Indiana University with specific training in pharmacology, psychomotor effects, analysis, legal challenges and testimony related to ethanol use in humans. **Total Estimated Cost: $4,400.**
   a. Location: Indiana University, Bloomington, IN
   b. Duration of Training: 6 days
   c. Number of trainees: 2
   d. Trainer: Center for Studies of Law in Action
   e. Tuition: $2400 ($1200 x 2)
   f. Airfare/Transportation: $600
7. Training in the effects of drugs on human performance and behavior for toxicologists performing forensic alcohol testing in DWI/DUID and sexual assault cases. Two newly hired toxicologists will be sent to a three day course offered by Indiana University with specific training in pharmacology, toxicology, and human performance effects of the major drug classes associated with driving impairment. The class will also include information from on-road driving studies. **Total Estimated Cost: $2,940.**

a. Location: Indiana University, Bloomington, IN  
b. Duration of Training: 5 days  
c. Number of trainees: 2  
d. Trainer: Center for Studies of Law in Action  
e. Tuition: $1200 ($600 x 2)  
f. Airfare/Transportation: $600  
   i. (airfare: $250 x 2, ground transportation: $100)  
g. Food: $500 ($50/da x 5 da x 2)  
h. Lodging: $640 ($80/night x 4 night x 2)  

8. Training in the analysis of controlled substances for state and local forensic drug chemists provided by the Drug Enforcement Administration. This seminar includes comprehensive training in all aspects of controlled substance analysis, testimony, and manufacture. Seven newly hired drug chemists who have completed the Institute's internal drug training program will attend. **Total Estimated Cost: $8,850.**

a. Location: Sterling, VA  
b. Duration of Training: 6 days  
c. Number of trainees: 7  
d. Trainer: Drug Enforcement Administration  
e. Tuition: None  
f. Airfare/Transportation: $3,150  
   i. (airfare: $400 x 7, ground transportation: $50 x 7)  
g. Food: $2,100 ($50/da x 6 da x 7)  
h. Lodging: $3,600 ($150/night x 6 night x 4)  

9. Report writing course for Medical Examiner’s Field Agents. To be conducted by the Public Agency Training Council. This will be an on-site training that will be performed for the staff of the Medical Examiner’s Office Field Agents Unit. 12 Field Agents will receive this training. **Total Estimated Cost: $2,500.**

a. Location: Dallas, Texas (on site)  
b. Number of trainees: 12  
c. Trainer: Public Agency Training Council  
d. Tuition: $2,500 (estimated total)
10. Introduction to Street Spanish Language. This 3-day training will be provided by the Public Agency Training Council. It will provide basic language training for 5 Field Agents. **Total Estimated Cost: $3,750.**

- Location: Dallas, TX
- Duration of training: 3 days
- Number of trainees: 5
- Trainer: Public Agency Training Council
- Tuition: $3,750 ($750 x 5)
SAMPLE RESOLUTION

WHEREAS, The (Governing Body) finds it in the best interest of the citizens of ________ (Geographic Area) that the ____________ (Name of Project) be operated for the ____________ (Year); and

WHEREAS, ____________ (Governing Body) agrees to provide applicable matching funds for the said project as required by the ____________ (Funding Source) grant application; and

WHEREAS, ____________ (Governing Body) agrees that in the event of loss or misuse of the Criminal Justice Division funds, ____________ (Governing Body) assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, ____________ (Governing Body) designates ____________ (Name or Position Title) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that ____________ (Governing Body) approves submission of the grant application for the ____________ (Name of Project) to the Office of the Governor, Criminal Justice Division.

Signed by:

Passed and Approved this ______ (Day) of ________ (Month), ______ (Year)
November 30, 2004

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer


BACKGROUND/ISSUE

The Dallas County Fire Marshal has requested a contract extension for Bid No. 2003-013-1241, Annual Contract for Ambulance Service, as awarded to Texas Lifeline Corp. The contract provides for emergency ambulance service in the unincorporated areas of southeastern Dallas County. In accordance with contract terms and with mutual agreement by all parties, the contract may be extended for an additional twelve month period based on the original pricing, terms and conditions set forth in the Bid award. As a result of the company’s good performance, compliance with contract requirements and favorable pricing, the Dallas County Fire Marshal is requesting that the contract be extended for an additional twelve month period.

INSURANCE AND MWBE REQUIREMENTS

Texas Lifeline Corp. is in compliance with insurance requirements and a Vendor Statistical Report is attached for the Court’s review.

FINANCIAL IMPACT

Each service run cost $420.00. From December, 2003 through the end of October, 2004, there were 236 approved service runs for a total cost of $99,120.

RECOMMENDATION

The Purchasing Department, in conjunction with the Dallas County Fire Marshal, recommends the extension of Bid No. 2003-013-1241, Annual Contract for Ambulance Service, with Texas Lifeline Corp. for a twelve month period beginning December 11, 2004 through December 10, 2005 at an estimated annual cost of $100,000.00.

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

RECOMMENDED FOR APPROVAL

Philip J. Vasquez, Purchasing Director/sm

509 Main Street, Suite 623
6th Floor Records Building
Dallas, Texas 75202-4616
Office (214) 653-7431
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November 18, 2004

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director, Communications & Central Services

Subject: Courtroom Connect Public Courthouse Services Proposal for Dallas County Civil District Courts

Background of Issue
Courtroom Connect (CC) provides courts with wireless Internet access and other services which include transcript printing, real-time transcript access, video and conferencing services. CC has permanent installations in courthouses in California, New Jersey, Delaware, Maryland, Pennsylvania, Massachusetts and New York. The Company also provides temporary services for individual trials throughout the United States. Attached is a proposal from CC to provide public courthouse network services for the Dallas County Civil District Courts.

This briefing summarizes the proposal and makes a recommendation regarding it. Attached for your review are the proposal and licensing agreement.

Impact On Operations
CC proposes providing Dallas County Civil District Courts with Internet access, printing, real-time transcript, video and conferencing services in the George Allen, Sr. Courts Building and the new Civil District Courts Building. The proposed CC network provides wireless Internet access and other network services required by the Bar. The County is not required to pay anything for CC’s services. CC is responsible for all network installations, network maintenance, connectivity, customer support, marketing, billing and every other aspect of the service. CC will share with the County 10 percent of net revenue after the cost of installation (i.e., equipment, cabling and other expenses directly related to the project) is recovered. The CC network is secure and completely separate from the County’s network; thus, information on the County’s system cannot be compromised. Users pay CC for services. Services, users and fees are described below.

Services
1. Internet access. A dedicated T-1 (more if needed) provides Internet connectivity for the users of the network. Users will have access to the Internet from all public areas of the facility. Service will also be available in court reporter offices and jury assembly rooms.

2. Network printing. CC provides printers connected to the wireless network. Printers are delivered, set-up and removed by CC for use during trials.
3. Real-time transcripts. CC can enable an official court reporter to provide their real-time transcript output over CC network in the courtroom and/or over the Internet to authorized trial team numbers in a war room or other location outside the courthouse. Service will provide remote team members the ability to follow proceedings through the text transcript continuously updated in real-time. CC provides set-up, equipment and proprietary knowledge to enable service.

4. Audio/video/preschtatioll graphic over Internet. CC can enable content from proceedings to be sent to Court authorized trial team members outside the courtroom. Audio from the courtroom system, video of the witness and graphics presented during proceedings can be sent live over the Internet to authorized trial team members. As with real-time transcript, this service would be provided only with explicit approval of the trial judge.

5. Other Services (Teleconferencing, Video Conferencing and Equipment Rentals). CC can provide speaker phones and scheduling services to allow attorneys to appear in court by conference rather than in person for Judge approved hearings and motions. CC can also provide other Internet-related services for trials such as video conferencing, laptop rentals and remote access to an office computer. CC will also customize service to meet the needs of the Court.

6. Support. CC provides phone and e-mail support to users as part of the basic service. CC will go on site if there are any network issues and for user troubleshooting. CC also provides loaner network cards, rental laptops and any on-site support required by attorney using the CC network. Customers who do not already have wireless capabilities on their laptop will be provided PC cards.

Users (Only Court approved users).
1. Attorneys. Law firms can subscribe to service plans.

2. Juror and prospective jurors receive special daily pricing plans to access the Internet. Jurors are able to work on the Internet while they are waiting to be assigned to a jury or during breaks in the trial.

3. Court reporters. CC offers discounted monthly and annual Internet service to court reporters for when they are in their offices and courtrooms.

4. Court staff. CC is able to offer free service to select court employees including a number of Judges and Court IT staff.

Fees.
1. Court users. As long as user performance is not negatively impacted, CC will offer free service to select court employees. While it is expected that Courts will utilize the County network for primary Internet access, CC can provide limited supplemental access.

2. Free/Discounted Services. For reasons of equity and equal access to justice, free or discounted service will be provided to parties who cannot afford to pay.

3. Basic Internet Subscription Plans. Pricing includes unlimited Internet access, support, set-up and
optional security; requires minimum of one year agreement.

Court reporters: $225 - $250 per year
Solo practitioners: $199 - $250 per year
Law Firms: Customized - generally $100 - $600 per month

4. Daily Internet Service. For users, such as jurors who are already WI-FI enabled and just need access for a day or two.

Jurors: $7 - $9 per day
Attorney/public not in trial: $10 - $25 per day

5. Trial Services. Pricing includes unlimited Internet access, on-site support and setup, loaner wireless cards and assistance with remote access technology, security consulting and services.
   a. Internet during trial - $250 per week per laptop connected to the network
   b. Realtime transcript services - $300 - $450 per week per computer that receives a feed over internet (not including court reporter transcript fees which are required)
   c. Audio/video/evidence presentation graphic services - Approximately $100 per week per computer
   d. Network printer rental - $100 per week.

Financial Considerations
CC estimates of annual revenue are as follows:

“We would expect to generate $20,000 in revenue from basic Internet access during the first year, $20,000 to $30,000 from very large trials, maybe $40,000 from video streaming and related services, perhaps $40,000 from telephonic appearances and $5,000 to $10,000 from video conferencing. The occurrences of very large trials that would be apt to fully utilize our services are cyclical and extremely unpredictable. In addition revenue from telephone appearances and video will depend on how many judges approve these services.”

Dallas County is not required to pay anything for CC's services. Once network costs are recovered, the County would receive 10% of net revenues. Network costs are estimated at $40,000 with annual cost of $10,000 in direct costs plus personnel and material costs for support and sales. Based upon these projected costs and revenue, following recovery of network costs, the County could anticipate revenues of $10,000 to $20,000 annually. This amount depends upon the number of users of the service and the number of large trials.

Schedule
Service will take 6 to 8 weeks from date of approval and would be coordinated with the occupancy
of the new building and renovation of the existing.

Legal Considerations
The attached Public Courthouse Network Services Agreement was reviewed and approved by the Civil Section of the District Attorney's office.

Recommendation
Approve the attached Public Courthouse Network Services Agreement.

CT/sh
Attachment
Courtroom Connect

Public Courthouse Network Services Proposal

For

Dallas County Civil District Courts
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Section 1: Overview

Courtroom Connect ("CC") proposes providing the Dallas County District Courts with Internet, printing, real-time transcript, video and conferencing services in the George Allen county courthouse, including the new building. CC will install a secure Wi-Fi wireless data network for use by members of the public and select Court employees. CC’s network is secure and 100% separate from the Court’s internal network -- therefore it is physically impossible for information on the court’s existing systems to be compromised. CC’s network supports the latest security measures and wireless applications for users.

CC maintains an experienced support staff for user set-ups and troubleshooting of laptops and the network. CC would locate a person in Dallas area to be the primary contact for users and the court.

The County is not required to pay anything for CC’s services. CC is responsible for all network installations, network maintenance, ongoing customer support, marketing, billing and every other aspect of the service. CC will recoup the expense from fees paid by public users of service. CC also proposes sharing with the County 10 percent of net revenue after cost of installation.

Service in Dallas County will take 6-8 weeks to set up from date of approval. CC has successfully installed service in courthouses throughout California, Delaware, New Jersey, Maryland, Massachusetts, Pennsylvania and New York.
Section 2: Description of Services

The basic service provided over a public Wi-Fi network is Internet access. CC's proposed network provides for high-end Internet access as well as other network services demanded by the Bar for the practice of law at the courthouse.

I. Internet access
A dedicated 1.5 mbps circuit or higher provides Internet connectivity for the users of the network. Users will have access to the Internet from all most public areas of the facilities, including the courtrooms. Service will also be available in court reporter offices, the café and jury assembly rooms.

II. Network printing
CC provides three printing options for trial teams: the Hewlett Packard 4100/4200 LaserJet Printer, Hewlett Packard 4100mfp (scan/copy/digital send/printer), and the Hewlett Packard 4600 Color Printer. The printers are connected to the wireless network via the HP 680n JetDirect wireless print server, and are delivered, set-up, and removed by CC for use during trials. A permanent printer at the courthouse can be made available for use by attorneys attending hearings and conferences, but historically shared printing has not proven as attractive as dedicated rentals during trial.

III. Real-time transcripts over Internet
CC can enable an official court reporter to provide their real-time transcript output over the network in the courtroom and/or over the Internet to authorized trial team members in a war room or other location outside the courthouse. Service will provide remote team members the ability to follow proceedings through the text transcript continuously updated in real-time. CC provides set-up, equipment, and proprietary knowledge to enable service.

IV. Audio/video/presentation graphics over Internet
Along with a real-time transcript, CC can enable other content from proceedings to be sent to Court authorized trial team members outside the courthouse. Audio from the courtroom audio system, video of the witness, and graphics presented during proceedings can all or in part be sent live over the internet to computers of authorized trial team members in the office. As with real-time transcripts, this service would be provided only with explicit approval of the trial judge.

V. Other Services (Teleconferencing, Video Conferencing and Equipment Rentals)
CC may provide speaker phones and scheduling services to allow attorneys to appear in court by conference call rather than in person for Judge approved hearings and motions. CC may also provide other Internet-related services for trials such as video conferencing, laptop rentals, and remote access to an office computer. CC will also customize services to meet the needs of the Court. For instance, providing a Court authorized closed circuit feed to an overflow room might be helpful to the Judge when the courtroom is full.

VI. Support
CC provides phone and email support to users as part of basic service. CC will go on site if there is any network issue. CC will also go on site for user troubleshooting. Attorneys subscribing to Internet access during trial will receive on-site support, added security, and other high-end Internet services. Users who are not in trial will need to pay extra for on-site troubleshooting of the user’s laptop if the issue is not related to the configuration of CC’s network.
Section 3: Primary User Groups (Only Court Approved Users)

User groups specifically include attorneys, court reporters and jurors, although the network should be accessible to all court authorized members of the public visiting the courthouse for business or civic duty.

Attorneys - Law firms are able to subscribe to service plans for whenever their attorneys and staff are at the courthouse. With CC's service, litigators are able to gain access to the same technology they are already using in their offices. During trials attorneys can enhance their Internet service by arranging for a dedicated printer and real-time transcript and audio/video services.

Jurors - Jurors (and prospective jurors) receive special daily pricing plans to access the Internet from the courthouse. Or with a small court grant (or other compensation such as access to wireless repeater system) jurors can be provided with free service. Jurors are able to do work on the Internet while they are waiting to be assigned to a jury, or during breaks in the trial. For many jurors the Internet access makes their downtime in the courthouse more productive and enjoyable.

Court reporters - CC would be able to offer discounted monthly and annual Internet service to court reporters, for when they are in their offices and courtrooms. This service has proved very popular in other CC locations. By using CC's service court reporters free up their phone lines in their office, which would ring busy if they were to use a low-speed dial up connection. In addition, having high-speed Internet access in the courtroom greatly improves a court reporter's efficiency. Court reporters are better able to coordinate with Judges and counsel in preparing and distributing transcripts and are also able to improve their work product from the online resources available.

Court staff - CC is able to offer free service to select court employees, including a number of Judges and Court IT staff. While CC cannot come close to providing the Court's full connectivity needs, CC can supplement the Court's Internet services to a very limited degree. In New York, for instance, summer interns historically had to share a limited number of computer terminals. At the Court's request, CC set up interns with free access to the Internet.
Section 4: Network and Security

CC proposes an enterprise-level network utilizing open standards for interoperability with user equipment and the ability to migrate to next-generation technology. All designs utilized by CC have been extensively tested and vendor endorsed and specific equipment for the Dallas County facilities will be tested and configured in advance and further tested after deployment to ensure trouble-free operation. Equipment will be upgradeable to support future enhancements, such as migration to faster wireless networks with the most up to date security features available. In addition, the network will be designed with flexibility to support existing and future services, user environments, and client devices.

I. Network Components

A. Data centers
CC maintains two professionally engineered, highly available datacenters. Each datacenter is outfitted with redundant systems for security, network connectivity, electrical power, air conditioning and fire suppression to ensure that they will be accessible at all times. The primary data center for the Dallas County facilities would be CC’s San Francisco location, with CC’s New York data center utilized for back-up. Data centers provide the required infrastructure to manage enterprise-level wireless security and deliver network applications.

B. Internet Connection
CC will utilize a 1.5 mbps or higher connection to the Internet by means of a dedicated point-to-point T1 or DSL circuit. CC will increase bandwidth as needed to support any increase in user demand. At most sites CC utilizes 1.5 Mbps SDSL or T1 circuits.

C. Routers
A Cisco 800 or 1700 Series router will be used to manage the connection to the Internet.

D. Firewall
A PIX 506e firewall will be used to provide integrated network security services including stateful inspection, protocol and application inspection and in-line intrusion protection. As with all of CC’s equipment CC will be running the most current release of IOS code to ensure that any recent security threats have been addressed.

E. Wireless Access-Points
Cisco Aironet Wi-Fi (802.11b/g) access points will be deployed to provide Wi-Fi connectivity to the network from wireless cards in user laptops. The access points utilize inline power injected into the Cat-5e cable from the equipment closet, so no independent power source is required at the location of the access points. Cisco Aironet 1100 Series access points would be used in most instances in the Dallas County deployment while the 1200 Series would be used when an external antenna is required. Antennas allow the wireless signal to be directed, thereby increasing strength in some directions at the expense of others. The 802.11b/g wireless access points will have more than enough capacity to handle user needs.

F. Aggregation Switches and Cabling
The access points, routers and firewalls are connected to Cisco 2900 Series switches. Plenum-rated Cat5e cabling to and from the switch will be professionally installed by a court-approved cabling vendor. Each individual cable that is installed will be tested to ensure continuity, adherence to length and termination standards and full frequency response effectively eliminating issues that can plague poorly installed or out of spec cable plants. Cable is pulled through conduits or ceilings, or along walls with Panduit, or other accessible areas approved by the Court. Strict guidelines are followed to ensure that existing infrastructure
is not affected by the introduction of new equipment and all cable terminations are set to the ANSI 568-b standards. All ANSI standard cabling rules, and any others rules required by the court, will be followed.

G. Gateway Device
CC utilizes the Cisco Building Broadband Services Manager (“BBSM”) to manage user authentication to the Internet services at the courthouse. The BBSM provides a web interface for users to log into the network using a credit card or account/password. Once authenticated to the network, users then have access to the entire Internet, including the ability to VPN back to their office.

II. Network Configuration

A. Software and Firmware Versions
The software and firmware used in CC’s equipment is the latest “mainline” release from CC’s vendors. CC maintains a library of current vendor software that has been tested and proven to work with CC’s equipment in the situations in which CC deploys it. CC has worked closely with CC’s vendors to choose “seasoned” code to avoid the problems often found in older or pre-release versions and each piece of equipment is upgraded before deployment. CC is currently using Cisco IOS 12.3.x for both switches and routers and Cisco PIX software version 6.3(3) for CC’s firewalls.

B. Secure VPN Tunnel to Data Center
CC employs the IPSEC standard for CC’s encrypted tunnels that carry authentication data back to one of CC’s two datacenters. The encryption algorithms CC deploys have mechanisms built-in to mitigate the chance of compromised data or attack on the infrastructure. The tunnel itself carries authentication traffic to secure, redundant RADIUS servers located in CC’s datacenters. CC uses DES encryption with an MD5 hash coupled with a data lifetime timer that provides re-keying of the tunnel at specified intervals.

C. IP address management
The PIX firewall will manage user IP addresses using DHCP. Private addresses will be handed out to any user who connects to the “cc” network, and the PIX will NAT the address to a public one. Unless the user authenticates to the BBSM, however, their traffic will not be allowed to go out to the Internet.

D. Optional EAP-based encryption
Users, who deploy their own security solutions through Virtual Private Networks, or web-based security, may want to get on the “cc” network with the least configuration and complication possible. Other users, who are interested in having their wireless transmissions encrypted by the network, are given the option of establishing EAP-based encryption. EAP is an advanced encryption standard that is a vast improvement over static and shared-key WEP. Static WEP is not secure, and is especially easy to break if the key is made available to all users. EAP provides a rotating key managed from the CC data center that is kept fresh and unique for each user.

E. Virtual Local Area Networks (VLANs)
User groups are segregated onto separate VLANs to provide added security. Wireless access points, switches, and routers will be configured to isolate the laptops/desktops of each party in trial from the other parties. Each VLAN is associated with a different wireless SSID. One VLAN will be shared by users who access the network through web authentication, which offers support for all types of Wi-Fi cards (called “cc”, this is CC’s basic VLAN). Other VLANs are reserved for individual trial teams utilizing EAP-based authentication.
III. User Authentication

A web interface provided by the Cisco BBSM application simplifies the login process for the end-user while still controlling access to network resources. Users only need to enter “cc” into their Wi-Fi management software and launch their web browser to get the login page. Users sign onto the network by entering a RADIUS account, passcode, or credit card into the secure login page.

A. Credit card sign-in
Users simply select the time period they would like to get service and enter in their credit card information in a secure page. The user is charged for service and no user account is maintained.

B. RADIUS Account
Frequent users, and/or users who want EAP-based encryption, will want an account ID and password to use for log-ins. Accounts can be created online or by calling CC’s customer toll-free hotline. Users supply a credit card for billing, but can choose to be invoiced monthly or annually and pay by check. A RADIUS account can be used for web log-in and EAP-based login.

C. Passcode
There is also an option to use passcodes that are only good for a given time period. This would allow a café or other on-site entity to pass out pre-approved codes that would allow users to access the network on a temporary basis. CC is not sure this would be needed for this project, but it is an option.

IV. Coverage Area
CC will cover virtually all publicly accessible areas of the George Allen Courthouse, plus court reporter offices, as well as the new building adjacent to the George Allen Courthouse. CC has designed a network that includes courtrooms and other public areas expected to be desired by users. All areas that are feasible to cover economically based on subscriber usage will be covered. For obvious reasons, facilities such as bathrooms, closets, and elevators/escalators are not targeted. The AP placement chart in the following “Location of Equipment” section describes coverage areas generally. If APs listed do not provide adequate coverage in desired area, AP placement will be changed or more APs added until coverage is deemed acceptable by the Court, users, and CC. Access Points will also be added to ensure the new building is fully covered as well.

V. Location of Equipment

A. Gateway Equipment (MDF)
CC proposes to locate the gateway router, PIX, and main switch unobtrusively within the basement MDF. Low form-factor firewalls and 1 RU sized routers will fit in any standard 19" Telco rack or can alternately be placed out of the way in any location within the data closet. CC would provide a shelf if necessary, or otherwise locate the equipment how the Court wants.

B. Remote switches (IDF)
CC proposes to locate switches in the two 4th Floor IDFs. The switch can be placed on existing rack space, or a shelf will be provided to hold the switch.

C. Access Points
Approximately 18 wireless access points would need to be placed in order to cover all public areas in the existing George Allen Building. Additional access points will be placed to fully cover the new building. The access points (which are about the size of a small paperback book) would be located above ceiling tiles in most locations, or in other unobtrusive places where not. CC utilizes Cisco Aironet 1100 access points with integrated antennas and Cisco Aironet 1200 with external antennas. For the Dallas County implementation,
CC expects to primarily utilize the 1100. A 1200 will only be used where there is a need to direct the wireless signal in a particular direction. Both the 1100 and 1200 have a very attractive design, and will be mounted professionally and in accordance with rules and design principles. Based on the site survey, CC would expect to place access points in the following locations:

<table>
<thead>
<tr>
<th>Floor</th>
<th>Location</th>
<th>Covered areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jury assembly room</td>
<td>Jury assembly room</td>
</tr>
<tr>
<td>2</td>
<td>Hallway outside law library</td>
<td>Law library, appeals court</td>
</tr>
<tr>
<td>3</td>
<td>Inside NE courtroom</td>
<td>2 NE courtrooms, hall, and reporter offices</td>
</tr>
<tr>
<td>3</td>
<td>Inside NW courtroom</td>
<td>2 NW courtrooms, hall, and reporter offices</td>
</tr>
<tr>
<td>3</td>
<td>Hallway behind SE courtroom</td>
<td>2 SE courtrooms and reporter offices</td>
</tr>
<tr>
<td>3</td>
<td>Hallway behind SW courtroom</td>
<td>2 SW courtrooms and reporter offices</td>
</tr>
<tr>
<td>4</td>
<td>Inside NE courtroom</td>
<td>2 NE courtrooms, hall, and reporter offices</td>
</tr>
<tr>
<td>4</td>
<td>Inside NW courtroom</td>
<td>2 NW courtrooms, hall, and reporter offices</td>
</tr>
<tr>
<td>4</td>
<td>Hallway behind SE courtroom</td>
<td>2 SE courtrooms and reporter offices</td>
</tr>
<tr>
<td>4</td>
<td>Hallway behind SW courtroom</td>
<td>2 SW courtrooms and reporter offices</td>
</tr>
<tr>
<td>5</td>
<td>Hallway on west wing</td>
<td>West courtrooms</td>
</tr>
<tr>
<td>5</td>
<td>Hallway on east wing</td>
<td>East courtrooms</td>
</tr>
<tr>
<td>6</td>
<td>Inside NE courtroom</td>
<td>2 NE courtrooms, hall, and reporter offices</td>
</tr>
<tr>
<td>6</td>
<td>Inside NW courtroom</td>
<td>2 NW courtrooms, hall, and reporter offices</td>
</tr>
<tr>
<td>6</td>
<td>Hallway behind SE courtroom</td>
<td>2 SE courtrooms and reporter offices</td>
</tr>
<tr>
<td>6</td>
<td>Hallway behind SW courtroom</td>
<td>2 SW courtrooms and reporter offices</td>
</tr>
<tr>
<td>7</td>
<td>Inside NW courtroom</td>
<td>2 NW courtrooms and reporter offices</td>
</tr>
<tr>
<td>7</td>
<td>Inside SW courtroom</td>
<td>2 SW courtrooms and reporter offices</td>
</tr>
</tbody>
</table>

D. Cable and Power Supplies
Cat5e cable is used to provide both power and network connectivity to each access point. CC would locate power supplies in the MOF and IDF's to supply the APs that connect back to those closets. The cable will run above drop ceiling and in the risers between floors. It is expected that APs on floors 1 and 2 will be served by the IDF, and the other floors by the 4th floor closets on their respective sides of the building. The 4th Floor IDF's will be connected to the basement MOF with Cat5e cable as well. In the rare instance where cable needs to be run outside a ceiling or riser, CC will take all measures to preserve the aesthetics that are required by the Court and County.

E. New Facility
CC will provide extensive coverage in the new facility adjacent to the George Allen Courthouse. The placement of any additional equipment after the construction is complete will be made consistent with the methods and guidelines outlined in this proposal and will, of course, be subject to approval by the Court and County. A further site-survey will be conducted before any additional work is done on the new facility.

VI. Security
A. Firewall
CC maintains a PIX firewall to protect users from others on the Internet. Users are protected from probing initiated from outside the network.

B. Wireless security
CC provides optional EAP-based encryption and 802.1x to provide authentication over the wireless LAN. 802.1x is an extension to the Wi-Fi standard, and provides security in place of less-secure methods such as local MAC Authentication and static WEP keys. The 802.1x standard uses the Extensible Authentication
Protocol (EAP) and various authentication schemes to authenticate users to a RADIUS server and grant access to resources of the network. In addition to providing authentication, EAP manages the encryption of all wireless traffic. Developed by industry leaders Cisco, RSA and Microsoft, EAP has been called a quantum leap in network security and is rapidly being adopted as the de facto standard for wireless networking. To allow flexibility in client configurations, CC uses EAP for authentication in two major flavors: LEAP and PEAP. LEAP is provided for customers who use the Cisco Aironet PC card and PEAP is provided for customers who choose to use the built-in wireless functionality that is incorporated into Windows XP laptops. Both LEAP and PEAP are recognized as the gold standards for authentication of wireless clients and both provide security that is nearly transparent for the customer.

C. Virtual Local Area Networks (VLANs)
User groups are segregated onto separate VLANs to provide added security. One VLAN will be shared by users who access the network through web authentication, which offers support for all types of Wi-Fi cards (called “cc”, this is CC’s basic VLAN). Other VLANs are reserved for trial teams utilizing EAP-based authentication, which offers a higher level of security for users but requires more configuration and proprietary vendor or Windows XP extensions to standard Wi-Fi features.

D. User authentication
CC’s network is kept secure using the BBSM SSL-encrypted web log-in page or EAP-based authentication. Users cannot get onto the Internet without logging in. This both prevents fraud and allows for tracking/auditing of users.

E. Physical security
CC understands that any equipment stored on Court property is strictly governed by court security practices. CC equipment would be hidden from view and/or mounted securely to walls. CC will not increase any risk to court property, and will comply with any access rules to secure areas imposed by the court.

VII. Impact on Courthouse Environment

A. Co-existence with other networks and devices
CC’s network will not interfere with any existing or future internal court wireless networks. Equipment will be placed in locations that do not obstruct other devices, and wireless transmissions will be configured to co-exist with other county Wi-Fi networks.

B. Impact on courthouse aesthetics
CC has substantial experience creating networks that fit into the court environment. CC selects Cisco wireless access points that are very attractive in appearance, and CC will place APs in the most aesthetically pleasing locations. CC will not negatively impact the aesthetics of the facility and in most cases all cabling and equipment will be hidden in ceilings completely from sight.

VIII. Network Monitoring and Maintenance

A. Monitor network for quality and security
Located in operations centers on each coast, CC’s monitoring software has visibility into all areas of CC’s deployed network and can quickly spot the cause of any problems that may arise. The network is monitored virtually 24X7, and automated alerts are sent to CC personnel when a problem is detected so that action can be taken immediately to resolve any anomalies. CC also keeps sign-in logs and can assist in tracking down a user that is suspect of foul play. CC does not actively monitor or filter outbound content, however, and considers the content of transmissions to be private.

B. Network maintenance and recovery
If there is any issue with the network, CC personnel will begin working immediately (usually within 10 minutes and no later than 30 minutes) to resolve the problem. If it is an ISP issue, CC will make arrangements with the Court to have ISP repair personnel on site as soon as possible at a time convenient for the Court. If there is a partial or total network equipment failure, and CC cannot fix within a few hours remotely, a CC staff member will be sent on site to resolve the issue. A CC staff person can be expected to come out at a time that is convenient to the Court's schedule. It is theoretically possible (though highly unlikely) to have ISP or manufacturer system failures that take longer than a single day to resolve. If that is the case, CC will apply persistent resources until the issue is resolved in as timely a fashion as possible.
Section 5: Pricing, Customer Service and Marketing

I. Standard Pricing Plans

A. Court Users
As long as user performance is not negatively impacted, CC is able to offer free service to select court employees, including a small number of Judges, Court IT staff and administrators. While it is expected that the Court will utilize its own network for primary Internet access, CC can supplement the Court’s Internet services to a limited degree.

B. Free/Discounted Services
For reasons of equity and equal access to justice, free or discounted service will be provided to parties who cannot afford to pay.

C. Basic Internet Subscription Plans
Pricing includes unlimited Internet access, support, set-up, and optional security; requires minimum of 1 year long agreement

- Court reporters: $225-250 per year
- Solo practitioners: $199-250 per year
- Entire law firms: Customized (generally $100 to $600 per month)

D. Daily Internet Service
For users, such as jurors, who are already Wi-Fi enabled and just need access for a day or two

- Jurors: $7-9/day
- Attorneys/public not in trial: $10-25/day

E. Trial Services
Pricing includes unlimited Internet access, on-site support and setup, loaner wireless cards, assistance with remote access technology, security consulting and services.

1) Internet during trial - $250 per week per laptop connected to the network in the courthouse
2) Realtime transcript services - $300-450 per week per computer in the office that receives a realtime transcript feed over the Internet (not including court reporter transcript fees which are required)
3) Audio/video/evidence presentation graphic services - Approximately $400 per week per computer in the office that receives the feed
4) Network printer rental - $100 per week

II. User Account Management and Customer Care

A. Account creation
Users can call a toll-free hotline, submit a request through web page (available w/o login), or pay online by credit card to get on CC’s network. Users getting a user ID and password will need to provide credit card information initially, but afterwards can login without re-entering their credit card information. The process takes from 1-10 minutes to set up an account.

B. Support and user set-up
Many law firms do not have Wi-Fi network cards, laptops, and/or other equipment needed to take advantage of services. In addition to rental printers, CC provides loaner network cards, rental laptops, and any on-site
support demanded by attorneys looking to utilize Wi-Fi services at the courthouse. Customer's who do not already have wireless capabilities on their laptop will be provided with Cisco Aironet PC cards.

C. Troubleshooting procedures
Documentation and a toll free User Hotline is provided to assist in setup and troubleshooting. Extensive on-site support would be available for attorneys on large trials and for law firm subscriptions. CC personnel will be available to respond to all user account / maintenance / support queries by telephone and email from 8:00 am to 6:00 pm; and after normal business hours as well. CC would be automatically notified by monitoring software of any issues that might arise with the network. If CC personnel are not able to immediately resolve the matter, a CC staff member will be sent on site to fix the problem.

III. Marketing and Publicity

A. Courthouse Marketing
CC will provide Court approved posters and fliers for the courthouse. Savvy Wi-Fi users may also discover the web login page on their own, since the "cc" ID will be broadcast. The log-in page and fliers will contain information about service and how to sign up. A cheat sheet for jury clerks will also be provided, who, if they wish, can point out the location of fliers within the jury room. It is expected that jurors will either learn about service through the jury clerk's office, from the court's web site, notification on jury summons or from signage once they arrive at the courthouse.

B. Direct Sales and Marketing
CC will engage in marketing initiatives targeted to attorneys and law firms. CC provides information and training sessions at courts and law firms (potentially with CLE credits) and proactively notifies parties scheduled for trial. Direct sales, mailers, and Bar Association partnerships will all be utilized. CC has extensive resources and experience in marketing Wi-Fi services to law firms, as the leading service provider of Wi-Fi connectivity in over 20 courthouses nationwide, including several major locations in California. CC has brochures, web site, references, documentation, and other collateral that it will make available to interested attorneys and their staff. CC has partnered with major litigation support companies to offer services. CC installs networks for law firm and bar association facilities. CC attends major litigation technology conferences, publishes articles, and conducts other general marketing campaigns aimed at informing the legal community of service availability and benefits.

C. Publicity
CC will issue press releases announcing service in coordination with the County and Court. CC will also work with the local Bar Association to make sure members are aware of service.
Section 6: Other Terms and Conditions

I. Term of Service
CC would be given exclusive access to provide services for a four-year term. Termination for cause could occur at any point during the term. One-year renewals would be available upon mutual consent.

II. Facilities Covered
This agreement specifically covers access in the George Allen Sr. Building, including the new building next to the George Allen Courthouse. By mutual consent of the parties, service can be extended to other locations.

III. Cost Responsibility and Revenue Sharing
CC is responsible for all the costs of service, including the installation, Internet connection, and ongoing user support and network maintenance. County will provide incidental resources, such as electricity for equipment and access to secure areas for installation and maintenance. County will receive 10% of all net revenue after the costs of installation are recovered. Such costs will include equipment, cabling, and other expenses directly related to the project.

IV. Access to InnerWireless system
If Court contracts with InnerWireless or similar vendor to provide a passive signal repeating system, and such a system can be utilized by CC to provide service, then CC will agree to pay for some of the cost of the system (or at the court’s discretion provide in-kind services, such as free Internet service for jurors). CC agrees to pay an amount that reasonably approximates the savings CC would receive from utilizing the system versus installing a network completely on its own. The calculation will include a reasonable offset for any added costs of offering service in this new manner.

V. Liability and Insurance
A. Indemnification: CC, at its own expense, will indemnify, defend and hold harmless the Court and its employees, representatives, agents and affiliates against the full amount of any claim, suit, action or proceeding including, without limitation, reasonable attorney’s fees and expenses, reasonable out of pocket expenses and court costs, that the Court may incur as the result of or otherwise arising from a claim brought by a third party for an actual or alleged injury, loss or damage of any kind (including but not limited to damages for any copyright, patent, trade secret, trademark or trade dress infringement, libel, slander, death, loss of business or loss of profits) resulting from any act or omission of CC or from the Services rendered under this Agreement. CC shall not have any obligation to indemnify the Court with respect to any claims arising solely as a result of any act or omission of the Court.

B. Liability Insurance: CC will maintain insurance in the following amounts and coverage:
   1. Worker's Compensation, with Employers' Liability Limits not less than $1,000,000 each accident; and
   2. Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Products and Completed Operations; and
   3. Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
Section 7: Implementation Plan

If asked to move forward with the project, CC would move forward at the Court's earliest convenience. CC expects service to be up and running in 6-8 weeks following approval.

I. Internet Connection
CC would order the Internet connection as soon as approved by the Court. From time the order is placed the installation can be completed in 4-8 weeks. CC will coordinate all matters directly with the ISP and Telco, and will schedule anything at the courthouse during times convenient to the Court. To install a phone line, the local Telco will need access to the MPOE, the CC designated MDF, and anywhere that is necessary in between.

II. Cabling
Cabling would be performed by the court’s normal cabling contractor. In order for the project to be completed economically, it is important for CC to receive reasonable rates, or otherwise have the ability to take work to another court-approved cabling vendor. Cabling will be conducted during or after business hours, depending on the location of work and preference of the court. Work will take 5-10 days, but if limited to weekends, it could be spread out as long as 4 weeks. The cabling vendor will need access to facilities, enclosures, and conduit to complete work. The cabling vendor will also install the shelves and enclosures that are needed for the project.

III. Mounting of Access Points and Antennas
CC will mount APs and antennas (in some instances the cabling vendor may assist) while the cabling vendor is pulling cable. CC will need access to locations where APs are to be mounted.

IV. Core routing equipment
CC will install and configure the core routing equipment located in the MDF as soon as the Internet connection is live. This will take about a day, and can be done during business hours.

V. Installation of Switches, Power Supplies, Patch Cables
CC will also install switches, power supplies, and patch cables in the closets. This can be done during normal business hours.

VI. Testing
Most testing will be conducted on an ongoing basis. Cabling will be certified, and coverage areas validated. It is best to catch early any changes that need to be made. Testing will also be done after all planned installation work has been completed. Coverage and perfect user experience will be assured, or improvements/fixes will be made.
EXHIBITS

Exhibit A: Real-Time Transcript Services

When approved by Court/Judge, CC can enable a court reporter to provide their real-time transcript output over the wireless network in the courtroom to attorneys at court, and/or over the Internet to authorized trial team members in war rooms or other locations outside the courthouse. CC's real-time transcript services are meant to supplement the traditional cabled real-time provided by many court reporters - not to replace them. In fact, CC's system itself relies on a cabled serial feed from the court reporter's CAT software. In all cases the permission of the court reporter and trial judge is required, and the reporter must be compensated by the user for all work product.

Working with Court Reporters

CC provides all infrastructure and support required to deliver real-time transcripts over the Internet. It is the responsibility of trial teams wishing to receive real-time transcripts to make proper arrangements with the court reporter(s) assigned to the trial. CC will manage the entire process once the court reporter confirms that the law firm is authorized to receive real-time transcripts.

LiveNote Service

LiveNote provides the most popular transcript viewing and management software. CC can provide a real-time transcript over the Internet to LiveNote software residing on a PC anywhere on the Internet. It is also possible to provide real-time transcripts to LiveNote software to laptops on CC's wireless network in the courthouse. Users either need to have LiveNote software or purchase software for use during the trial.

Speche Service

For users who do not require full transcript software with annotation capabilities, Stenograph's Speche division provides a powerful Web-based Internet real-time transcript service. No user software is required, and new users can be set up in minutes.

Sample Speche Transcript Window
Description of Real-time Components

⇒ **Computer Aided Transcription (CAT) Software** - In order to provide real-time transcription, the court reporter connects his/her steno machine to a laptop running automated transcription software. The software automatically converts the shorthand typed into the steno machines into ASCII text in readable English. This text will not be a perfect transcription, and is considered a rough transcript rather than an official transcript. The real-time transcript can be made available to the participants in a trial by outputting the rough transcript as it is typed using a serial cable connected to the reporter's laptop.

⇒ **Real-time Transcript Viewer** - Participants who wish to view the real-time transcript on a PC need specialized software or a web service capable of processing the ASCII text feed from the court reporter into a viewable transcript.

⇒ **Real-time Server** - If a participant wishes to receive the real-time transcript feed over a network, at the courthouse or anywhere on the Internet, a real-time server is required to be connected to the court reporter's CAT laptop.

**Ways to Receive Real-time Transcripts**

⇒ **Traditional Wired** – Real-time transcripts have traditionally been provided through serial cables from the court reporter’s laptop with CAT software to the viewer’s laptop. An attorney or judge who wishes to view and annotate a real-time transcript must have a laptop with a serial port and real-time transcript viewing software. This method is preferred for a small number of users receiving the real-time transcript at a fixed location in the courtroom.

⇒ **Wireless at the Courthouse** – CC is able to provide real-time at the courthouse over its wireless network. A real-time server is connected to the court reporter’s CAT laptop using serial cable. A viewer who is logged into CC’s wireless network and authorized is able to receive a real-time transcript wirelessly from the real-time server using LiveNote software.

⇒ **Remote Participant over Internet** – Once a real-time server has been set up on the wireless network, authorized remote participants can also receive the real-time transcript from anywhere on the Internet. LiveNote transcript viewing software or a web browser can be used to receive and view the transcript.
Real-time Transcript Architecture

Real-time transcript to remote participant

Set-up of real-time transcripts on wireless network at courthouse

Wired connections at courthouse provided by court reporter
Exhibit B: Internet Delivery of Audio, Video and Evidence Presentation

Along with a real-time transcript, CC can enable other content from proceedings to be sent to Court authorized trial team members outside the courthouse. Through CC's Trial-Viewer (based on Sonic Foundry technology), audio from the courtroom audio system, video of the witness, and graphics presented during proceedings can all or in part be sent live to computers of remote trial team members who are authorized. Viewers with appropriate credentials only need Internet Explorer and Windows Media Player to view the content from live proceedings.

Audio

Trial Viewer streams audio from the courthouse to remote participants. The audio source can be the courtroom's audio system, evidence presentation systems, and/or microphones set up by CC. If there are multiple sources, on-site support staff can be set up to switch between different audio feeds. During breaks in proceedings or sidebars the audio can be shut off as well.

Video

CC can set up a video camera in the courtroom to capture witnesses providing testimony. Attorneys, jurors, and the judge would not be included in the video. An on-site switch can also allow video to come from the evidence presentation system, such as a DVD or VCR tape. Video is streamed along with audio to the trial viewer using Windows Media 9 technology.

Evidence Presentation Graphics

A unique feature of CC's Trial-Viewer is the ability to capture snapshots of electronic evidence presented in the courtroom. Trial-Viewer takes a VGA feed from laptops, document cameras, or other ways evidence are presented at court and provides a snapshot to remote participants over the Internet. Full-motion evidence, such as a video clip, would be shown through the video window rather than the evidence window, which is reserved for high-definition, static images.

Courtroom Set-up

Trial-Viewer requires a specialized PC that is outfitted with a wireless Internet connection. This PC is provided by CC and set up in the trial courtroom a day or two before proceedings begin. CC works with the evidence presentation vendors involved with the trial in order to tap into the appropriate audio, video, and evidence presentation systems. CC also sets up a video camera, cable, and switches as required.

User Set-up and Security

Users only need a computer with Internet connectivity and Internet Explorer. Each user is provided a unique ID and password to securely log in to Trial-Viewer over the web.
Exhibit C Management Team, Responsibilities and Qualifications

I. Management Team

Michael Breyer: Chairman and Chief Executive Officer
Louis Goldberg: President
Michael Walker: Chief Technology Officer
Sumit Chatterjee: General Manager of Operations
John Shin: Vice President of Sales
Michelle Beaudry: Director of Marketing
Jonathon Kelly: Director of Product Development
Ene Idoko: Director of Networking

II. Responsibilities and Qualifications of Management Team

CC is led by Michael Breyer and Louis Goldberg, both graduates of Stanford Business School. They have spent approximately three years working at CC leading the execution of projects in courthouses across the country. Mr. Breyer previously worked at Goldman Sachs in the Communications, Media and Technology division. His public policy experience includes working on the "Reinventing Government" initiative as a White House Intern in the Office of the Vice President. Mr. Goldberg previously worked in legal services at the Princeton Economics Group, was an associate at Boston Consulting Group, and managed Internet infrastructure products for Narus, Inc.

Mike Walker is Chief Technology Officer. Mr. Walker has been responsible for designing, installing and monitoring networks in courthouses across the United States. Through his career, Mr. Walker has had considerable network engineering experience and a history of designing large-scale networks for Fortune 500 companies. Most recently, as a Senior Consultant with Cable & Wireless, Mr. Walker developed the network designs for customers such as Washington Mutual Bank and Aramark Industries. Previously Mr. Walker was the Senior Network Engineer for Toshiba America. In this role, he designed and implemented a $3 million redesign of the Irvine, CA campus and implemented a highly redundant IP network that served their largest North American manufacturing facility. Mr. Walker holds two professional-level Cisco certifications and has over ten years experience in designing and implementing networking technologies.

John Shin is Vice President of Sales. Mr. Shin joined CC from The Programming Corporation where he was Chief Executive Officer. Prior to joining The Programming Corporation, Mr. Shin was Chairman and CEO of iCatcher Network, Inc., an Internet kiosk company he co-founded in 1998. Previously, he practiced law at Thomas & Associates specializing in FIRREA issues pertaining to the RTC and FDIC, and served as General Counsel for WTTF, an interactive television company. Mr. Shin is a member in good standing of the Maryland Bar and is a member of the Federal Court of Appeals. John earned his J.D. with honors at Syracuse University Law School in 1992.

Sumit Chatterjee is General Manager of Operations. Mr. Chatterjee has over two years experience overseeing West Coast Operations at CC. Previously Mr. Chatterjee had considerable experience in telecommunications and high technology within the private and public sectors. He was Director
of Business Development for Level 3 Communications, where he led negotiation efforts and established strategic relationships with leading broadband cable and satellite companies in North America. Prior to Level 3, he was a Product Manager at Narus, where he developed product and market strategies for the cable TV industry. Mr. Chatterjee's public sector experience includes working in the White House as a Domestic Policy Aide in the Office of the Vice President, focusing on telecommunication and high technology issues.

Michelle Beaudry is Director of Marketing. Ms. Beaudry has experience marketing to attorneys based throughout the United States as well as working closely with Bar Associations. Before joining CC Ms. Beaudry was the Assistant Director of the MBA Career Management Center of the UCLA Anderson School of Management. Previously Ms. Beaudry had many years of work experience relating to marketing, business development and mutual fund regulatory matters.

Jonathan Kelly oversee product initiatives to ensure that facilities stay at the forefront of customized network services for courthouses such as printing, enhanced security, realtime transcripts, and Court approved video/audio/exhibits feeds of proceedings. Mr. Kelly has just less than 10 years work experience in the information technology sector, developing considerable expertise in server and network related products and applications.

Ene Idoko is the network engineer that oversees backup or second level trouble shooting of facilities. Ms. Idoko has extensive knowledge and experience in configuration and support of routed and switched networks ensuring network availability and reliability. She is a Cisco Certified Internetworking Expert (CCIE) and a Microsoft Certified Systems Engineer (MCSE).

Members of CC's Board of Advisors and Board of Directors are utilized on projects in an advisory capacity. These individuals include Doug Young, Joel Hyatt, Denis Hauptly, Boris Feldman, Ken Feinberg, and other senior managers and litigators with many years of experience practicing law. Doug Young is a senior partner at Farella, Braun + Martel and the former President of the Bar Association of San Francisco. Joel Hyatt is a Stanford Business School professor and the founder of Hyatt Legal-Services. Denis Hauptly serves as Vice President of Global Product Strategy for Thomson Legal and Regulatory (the parent company of the West Group) and led the launch of Westlaw.com. Boris Feldman is a partner at Wilson Sonsini. Ken Feinberg, who is also a member of the Company's Board of Directors, is one of the county's top mediators and is currently serving as special master of the U.S. Government's September 11 Victims Compensation Fund. Finally, Professor Fred Lederer, Director of the Courtroom 21 Project (a mock high-tech courtroom set up by William and Mary Law School and the National Center for State Courts), consults with CC on the company's projects.
Exhibit D: List of Similar Projects in Other Jurisdictions

CC has permanent installations in courthouses throughout California, New Jersey, Delaware, Maryland, Pennsylvania, Massachusetts and New York. The Company also provides temporary service for individual trials throughout the U.S. and has experience installing secure local area networks in law firm offices and Bar Associations.

CC’s Permanent Locations Offering Courthouse Data Network Services

<table>
<thead>
<tr>
<th>Courthouse</th>
<th>City</th>
<th>County</th>
<th>Launch</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>California</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SF Civic Center Courthouse</td>
<td>San Francisco</td>
<td>San Francisco</td>
<td>January, 2002</td>
</tr>
<tr>
<td>SF Hall of Justice</td>
<td>San Francisco</td>
<td>San Francisco</td>
<td>October, 2003</td>
</tr>
<tr>
<td>Alameda Admin Building</td>
<td>Oakland</td>
<td>Alameda</td>
<td>June, 2002</td>
</tr>
<tr>
<td>Hayward Hall of Justice</td>
<td>Hayward</td>
<td>Alameda</td>
<td>January, 2003</td>
</tr>
<tr>
<td>Main Courthouse</td>
<td>Martinez</td>
<td>Contra Costa</td>
<td>April, 2003</td>
</tr>
<tr>
<td>Hall of Justice and Records</td>
<td>Redwood City</td>
<td>San Mateo</td>
<td>March, 2004</td>
</tr>
<tr>
<td><strong>New York City</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>60 Centre Street Courthouse</td>
<td>New York</td>
<td>New York</td>
<td>January, 2003</td>
</tr>
<tr>
<td>71 Thomas Street Courthouse</td>
<td>New York</td>
<td>New York</td>
<td>May, 2003</td>
</tr>
<tr>
<td>80 Centre Street Courthouse</td>
<td>New York</td>
<td>New York</td>
<td>May, 2003</td>
</tr>
<tr>
<td>111 Centre Street Courthouse</td>
<td>New York</td>
<td>New York</td>
<td>May, 2003</td>
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<tr>
<td><strong>Upstate New York</strong></td>
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<tr>
<td>Monroe County HOJ</td>
<td>Rochester</td>
<td>Monroe</td>
<td>May, 2003</td>
</tr>
<tr>
<td><strong>Delaware</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Castle County Courthouse</td>
<td>Wilmington</td>
<td>New Castle</td>
<td>February, 2003</td>
</tr>
<tr>
<td>Kent County Courthouse</td>
<td>Dover</td>
<td>Kent</td>
<td>May, 2003</td>
</tr>
<tr>
<td>Sussex County Courthouse</td>
<td>Georgetown</td>
<td>Sussex</td>
<td>May, 2003</td>
</tr>
<tr>
<td>Sussex County Chancery</td>
<td>Georgetown</td>
<td>Sussex</td>
<td>May, 2003</td>
</tr>
<tr>
<td>Delaware State Bar Association</td>
<td>Wilmington</td>
<td>New Castle</td>
<td>April, 2003</td>
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<tr>
<td><strong>New Jersey</strong></td>
<td></td>
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<tr>
<td>Middlesex County Courthouse</td>
<td>New Brunswick</td>
<td>Middlesex</td>
<td>December, 2003</td>
</tr>
<tr>
<td><strong>Maryland</strong></td>
<td></td>
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<tr>
<td>Courthouse East</td>
<td>Baltimore City</td>
<td>Baltimore City</td>
<td>May, 2004</td>
</tr>
<tr>
<td>Clarence M. Mitchell Jr. Courthouse</td>
<td>Baltimore City</td>
<td>Baltimore City</td>
<td>May, 2004</td>
</tr>
<tr>
<td><strong>Massachusetts</strong></td>
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<td></td>
</tr>
<tr>
<td>Joseph Moakley U.S. Courthouse</td>
<td>Boston</td>
<td>District Court of Massachusetts</td>
<td>May, 2004 (court reporters)</td>
</tr>
<tr>
<td><strong>Pennsylvania</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>City Hall</td>
<td>Philadelphia</td>
<td>First Judicial District</td>
<td>June, 2004</td>
</tr>
</tbody>
</table>
Exhibit E: Court References

Superior Court of San Francisco
Judge Richard Kramer, Head of Complex Litigation Program
San Francisco County
rkramer@sftc.org, (415) 551-4063

Gordon Park-Li, Chief Executive Officer
San Francisco County
gparkli@sftc.org, (415) 551-5737

Description: Provision of Professional Wireless Courthouse Networking Services
Date of Contract: December 2001
Launch: January 2002
Contract Amount: No charge to Court

Superior Court of Alameda
Judge Robert Freedman, Head of IT Committee
RFFreedman@sct.mail.co.alameda.ca.us, (510) 272-6093

Theresa Beltran, Assistant Executive Officer, Office of Information Technology
tbeltran@omc.mail.co.alameda.ca.us, (510) 268-7602

Description: Provision of Professional Wireless Courthouse Networking Services
Date of Contract: May 2002
Launch: June 2002
Contract Amount: No charge to Court

Delaware State Courts
Cheryl Kingston
Information Systems Manager
Delaware State Court, Judicial Information Center
ckingston@state.de.us, (302) 323-5369

Description: Provision of Professional Wireless Courthouse Networking Services
Date of Contract: January 2003
Launch: February 2003
Contract Amount: No charge to Court

Unified Court System of New York
Brian Digiovanna, Special Advisor to Courtroom Technology
New York Supreme Court
bdigio5135@aol.com, (212) 748-5389
John Werner, Clerk of Court
New York Supreme Court
JWERNER@courts.state.ny.us, (212) 374-4422

Judge Jacqueline Silbermann, Administrative Judge
New York Supreme Court
JSILBERM@courts.state.ny.us, (212) 374-4705

Description: Provision of Professional Wireless Courthouse Networking Services
Date of Contract: August 2002
Launch: January 2003
Contract Amount: No charge to Court

MORE REFERENCES AVAILABLE UPON REQUEST
Exhibit F: Law Firm Usage

CC has provided service to leading law firms across the United States.

LAW FIRMS
Many major law firms have used CC’s service, including: Alexander, Hawes & Audet; Boies Schiller, Carroll Burdick: Clifford Chance; Coblentz, Patch, Duffy & Bass; Debevoise & Plimpton; Farella Braun + Martel; Folger Levin; Heller Ehrman; Howrey Simon; Jackson & Wallace; Jones Daye; Kaye Scholer; Kazan McClain; Morrison Foerster; Munger Tolles & Olson; Proskauer Rose; Quinn Emanuel; Rivkin Radler; Ropes & Gray, Seeger Weiss; Sheppard Mullin; Simpson Thacher & Bartlett; Wachtell, Lipton, Rosen & Katz; Weitz & Luxenberg; Williams Kastner and Gibbs; Wright Robinson’ Zetlin & De Chiara; and many others.

ILLUSTRATIVE TRIALS

International Paper trial: Howrey Simon attorneys and support staff were setup in the courtroom and had the live realtime transcript feed going to offices in Washington DC, Los Angeles and San Francisco. Morrison Foerster attorneys and support staff were setup in the courtroom, and also had the live real-time transcript feed going to the office.

A&J Liquor v. State Compensation Insurance Fund trial: A 4-month trial in SF Civic Center involved Sheppard Mullin. Realtime transcript feed was sent over the Internet to the office.

Perini trial: Over a dozen attorneys were using the service each day.

IBM Clean Room trial: Plaintiff and defense attorneys setup for wireless Internet access. Defense attorneys setup for wireless realtime transcripts, and wireless access in war room.


New York Times trial: 10 attorney laptops were setup in the courtroom (including Proskauer Rose and Zetlin & De Chiara) and 4 offices were setup to follow the real-time transcript feed over the Internet.

Tyco trial, prosecution of former CEO Dennis Kozlowski: a courtroom full of attorneys and support staff were setup for wireless service in the courtroom; dedicated printers/scanners were provided and real-time transcripts were transmitted within the courtroom and over the Internet.

Rosie O’Donnell trial: 2 real-time transcript feeds were transmitted to the office and trial team was setup for wireless in the courtroom.

World Trade Center Insurance trial: Wachtell, Simpson Thacher, Boies Schiller, and Ropes & Gray all setup for service.
Exhibit G: Quotes from Users and Courts

QUOTES RELATED TO PRACTITIONERS

"I was able to email urgent assignments to my associates and paralegals at the office when an issue came up at trial. Initially I found service to be a convenience, but by the end of the first week I couldn’t imagine being at court without it. Courtroom Connect’s services were by far the best value of the many vendor services we used during the trial. I think every courtroom in the country should be equipped with Courtroom Connect."
- Sheryl Traum, Partner, Carroll, Burdick & McDonough

"The service is terrific. There is no 'down time' spent waiting in court for your case to be called. You can keep working as though you were back at the office. I’ve used the service while arguing a motion. My opponent cited a case I hadn’t read; I quickly found and read the case on Westlaw and was ready with a counter argument by the time my opponent sat down. I’ve even used it to negotiate settlement language by e-mail when the jury was waiting and counsel were poised to start a jury trial. If I need something from my office, I send an e-mail and have it delivered or go online and retrieve the document from our office computer system and print it to the Courtroom Connect printer on the 4th floor of the courthouse. This service is certain to make lawyers more productive and save clients money."
- Dianna Lyons, Partner, Kazan, McClain, Edises, Abrams, Fernandez, Lyons & Farrise

"Using your service during my recent trial I performed each of the following tasks from the courtroom while the trial was underway. I checked and responded to office email, emailed my office to send me a missing document, arranged for the subpoena of a witness by email, emailed a colleague to prepare a declaration in support of a motion, emailed my expert witness and received suggestions for cross examination while several witnesses were on the stand, sent real-time email reports to the insurance carrier defending the case, performed legal research on a brief that handed to me during trial, and received, reviewed and printed out a revised exhibit concerning damages. In addition, during trial down time I was able to communicate with clients and my office concerning other pending matters. Your service is an invaluable resource for every trial attorney who is interested in maximizing productivity."
- Tom LoSavio, Member, Low Ball & Lynch

"We love your service! Being able to look up cases on Westlaw and print them out for the attorneys in an instant has been especially great. Having the ability to check email and print attachments has been a life saver as well. It was incredibly important to have such a reliable service to communicate back and forth with the main office; especially at critical points during the trial. Courtroom Connect’s service is much more reliable than other wireless devices such as PDA’s and cell phones, which often do not receive good signals within the courthouse. High-speed wireless internet access is an invaluable tool for the courtroom during trial. I know we all can tell you that. The attorneys seem to like it very much as well."
- Carrie Parker, Senior Paralegal, Heller Ehrman

"Having a wireless Internet connection at our fingertips, in the courtroom during the trial sessions, and in the hallway during breaks or over the lunch hour, contributed immeasurably to our efficiency. We were able to send and receive messages for instant communication with the"
witnesses and colleagues with whom we needed to communicate; we researched esoteric evidentiary issues while witnesses were on the stand; and we prepared a skeletal draft of a trial memorandum, e-mailed it to our colleagues in the office, got a finished brief back within hours, printed it out at the courthouse and filed it while the issue was still fresh in the mind of the trial judge... No trial lawyer in a case of any complexity would want to watch his or her opponent using this service and not have equal access to it.”

-Jon Bass, Partner, Coblentz, Patch, Duffy & Bass

"Internet access in the courtroom is an invaluable service. We were fortunate to find a company like Courtroom Connect, capable of providing the wireless connection on-demand and fully supporting the services during the trial. We would happily work with them again."

- Darrell Cooper, Manager of Legal Support Services, Clifford Chance

"Courtroom Connect allowed me to do that during a six month long trial in Santa Clara. Courtroom Connect's technology connected me to my office network so that during the trial I could email my team members at the office, as well as receive documents I needed, which could print on my courtroom printer. As a result of Courtroom Connect and its excellent staff, I was better prepared, more on top of business and more effective over all. I strongly recommend Courtroom Connect. Great technology. Great service."

- Richard Alexander, National Board of Trial Advocacy, Alexander, Hawes & Audet, LLP

"The technology allowed us to respond to the emergent needs of the trial in a unique way. The entire team, including the client, was able to participate fully even without traveling to the courthouse. Instant communication to the office during trial meant that important projects were underway even before the courtroom team returned to the office at the end of the day. I believe we only tapped the surface of this invaluable service, and would expect Courtroom Connect soon to become an indispensable part of the trial lawyer's arsenal."

- Tom Moore, partner, Proskauer Rose

"I found the wireless Internet service provided by Courtroom Connect extremely useful. I was able to respond to client e-mails and contacts from co-counsel and opposing counsel in other matters when not actively engaged in trial. Having the capacity to do on-line research from the courtroom and in-building printing capacity was also extremely useful. I recommend the service highly."

- Robert E. White, Law Offices of Robert E. White

"Having a wireless Internet connection during trial made my trial preparation more efficient. I was able to quickly send and receive messages, and research relevant case law from the court. This service was extremely helpful."

- George Vlahakos, Associate, Andrews and Kurth L.L.P. in Houston.

"I was impressed by the availability of the staff - whenever our team needed any support, or just had a question about the service, I could just send an email or make a phone call and be confident that I would get a helpful response very quickly."

- Gregory Hagen, Partner, Drath, Clifford, Murphy, Wennerholm & Hagen
"We recently had a case which kept us in court for long stretches of time. Courtroom Connect set us up with a dedicated printer in a private room. It was indispensable for both my clients and my trial support team."
- Derek Palisoul, FTI Consulting

"Having a wireless network made a major difference in a recent trial. Not only were we able to request and receive critical work-product from attorneys working back in the office, but we were also able to immediately print it (via wireless printer) and offer it to the court! The timing was perfect, and it could not have been accomplished any other way."
- Ted Brooks, Litigation-Tech LLC

"Prosecutors are committed to public safety and always working to identify new resources to improve our performance.... Wireless technology will improve communication with our criminal justice partners as well as provide timely access to legal information needed to facilitate the successful prosecution of criminal cases in Baltimore."
- Darren O'Brien, Chief of Management Information for the Baltimore State's Attorney's Office

"We are very pleased to be in a strategic partnership with Courtroom Connect. By working with Courtroom Connect, we can get the entire trial team connected to high-speed Internet and printing from anywhere in the courthouse. The whole trial team is able to stay in communication during proceedings, tap the expertise of remote team members, reproduce edited documents at the last minute, and maximize productivity during recess. And Courtroom Connect understands the demanding nature of high-stakes litigation, with attentive support staff able to make on-site visits with limited notice. In short, we recommend Courtroom Connect to all of our clients going to trial. Together, Video Solutions and Courtroom Connect can support the entire hardware, software, and connectivity needs of a top-tier trial team."
- David Perry, Executive Vice President, Video Solutions, Inc, a LegaLink Company

"I believe that Courtroom Connect was an essential part of our trial team... With Courtroom Connect, we were able to communicate with our office directly from the counsel table during trial... I look forward to working with [Courtroom Connect] again on my next trial."
- Stuart Jones, Senior Principal, Wright, Robinson, Osthimer & Tatum

"We utilized Courtroom Connect during a recent trial at Middlesex Superior Court. We found the service to be invaluable. I was able to instantly communicate via email with colleagues back at the office on happenings during trial, request documentation and advice and conduct online research. I also loved the ease and usefulness of printing in the courtroom-- directly from my laptop at the counsel table. Courtroom Connect's staff was also ready and willing to meet our every need. We would certainly utilize them again as we found their services to be indispensable to our trial team."
- Rodney Villazor, attorney, Kaye Sholer
QUOTES RELATED TO COURT PROCEEDINGS

Gordon Park-Li, the chief executive officer of the Superior Court in San Francisco, comments that "Internet access in the courthouse will lead to efficiency gains for everyone involved in the justice system."

Judge Ronald Evans Quidachay comments that the project "is consistent with the Court's ongoing efforts to become more service oriented and responsive to those who do business with the Courts."

A December 2002 article from San Jose Mercury News states: "Theresa Beltran, assistant executive officer with Alameda County's Office of Information Technology, said the court agreed to take part in a pilot program... With no cost to the court, Beltran said it was hard to think of a reason not to try. So far, it has been a success, she said."

Judge James J. Fitzgerald, III, Administrative Judge for the Trial Division of the First Judicial District of Pennsylvania stated, "The Court of Common Pleas - Trial Division has been working diligently to bring advanced technology into the court that is practical and highly useful to the Bar and Court. Courtroom Connect's Wi-Fi service certainly qualifies. Since the service relies on user fees to cover costs, the Court considers this to be an efficient and cost-effective way to offer some wonderful technology to both attorneys and litigants. Any attorney that uses the Internet for their practice can benefit from having Internet access and subsequent services at the courthouse."

Cheryl Kingston, Director of the Delaware Court's Judicial Information Center says, "We are excited to use the latest technology available to both serve the public and improve the trial process."

According to Assistant Presiding Judge George A. Miram of San Mateo County, Courtroom Connect's service "will be helpful to attorneys and litigants who need to access their email or legal research service while attending to their business in the courthouse."

Brian Digiovanna, New York Supreme Court Special Advisor to Courtroom Technology, says, "This project brings cutting edge technological practices throughout the facility. While we have long led the country in high-tech courtrooms, we now have a high-tech courthouse!"

Boris Feldman, a partner at Wilson Sonsini, says "You're sitting in court, and somebody cites a case and instead of standing up telling the judge you're not familiar with it, you pull it up". (Reported in a December 2002 article in Government Technology).

Jeff Bleich, a partner at Munger, Tolles & Olson, says, "One of our associates was able to write a brief during lunch recess in our break room, and have it on the desk of the Judge when she returned. She said on the record that we must have had a whole team of attorneys back in the office to produce something this fast. When we explained to her that Rohit [the associate] did the brief right there over the lunch break, she said, 'I must say, Mr. Singla, I am very impressed.' The wireless connection helped our trial team establish credibility with the court."
QUOTES FROM COURT REPORTERS

"Courtroom Connect's wireless service is invaluable. When we are assigned to another department, we are able to easily access our email without exiting our realtime or leaving the courtroom. We can quickly search the internet for spellings of unfamiliar terms or phrases while in the courtroom. Being able to connect wirelessly to attorneys ordering realtime during trials is now an effortless process, and we no longer have to worry about taping down cables, connectors coming loose, etc. The numerous benefits of this service far outweigh the minimal cost for this service."
- Sara Lerschen & Jo Ann Bryce, Official Reporters, San Francisco Superior Court

"The only problem with Courtroom Connect's wireless access is that it's horribly addictive. Always being in a time crunch, it is wonderful to use nonreporting time in the courtroom (during bench conferences or while waiting for attorneys, jurors) to check email and send invoices, as well as e-transcripts, as well as receiving updated exhibit logs from paralegals to cut and paste into my exhibit description.... Courtroom Connect also helped set up my wireless HP print server. I can noiselessly print drafts (during dailies), large transcripts (just adding paper during breaks), and invoices (ensuring that all attorneys requesting expedited transcripts receive their hard copy as well as e-mailed invoices in advance)."
- Patty Lee Hubble, Official Reporter, San Francisco Superior Court

"As Managing Reporter, I have been in contact with many reporters using Courtroom Connect, and the verdict rendered is they are 'fantastic.' The personnel we have worked with from Courtroom Connect are true professionals with great 'people skills' and always aim to please.... As a result of their service, attorneys and litigants have repeatedly commented that San Francisco Superior Court is the forum to try their cases, as they feel our courtrooms are state of the art, especially when it comes to realtime hookups to all parties."
- Lynn Oto, Managing Reporter, San Francisco Superior Court
PUBLIC COURTHOUSE NETWORK SERVICES AGREEMENT

This Public COURTHOUSE NETWORK SERVICES AGREEMENT (this “Agreement”) is entered into and effective as of December 26, 2004 (“Effective Date”), between Courtroom Connect, a California corporation (“CC”) with an address located at 44 Newburg Street, San Francisco, California 94131, and Dallas County (“County”), with an address at 411 Elm Street, Dallas, Texas 75202.

RECITALS

A. Dallas County operates and maintains courtrooms at 600 Commerce Street, Dallas Texas (“Facility”).

B. CC installs and maintains certain equipment and provides certain high-speed wireless Internet telecommunication and related services such as document printing, realtime, multi-media, and litigation support (collectively, the “Services”) that facilitate the use of electronic mail, Internet search functionality, file sharing, audio and video conferencing as well as other communication-based applications and network services. The Services are accessed by Users, as defined below, utilizing laptop or desktop computers or other data or telecommunication devices.

C. Dallas County wishes to permit CC to offer the Services within the Facility, and CC wishes to provide such Services, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. DEFINITIONS

The meanings given to terms in this Agreement are equally applicable to both the singular and the plural forms of the terms. Terms used and defined in any attached exhibits not otherwise defined in this Agreement, will have the meanings provided in those exhibits for the purposes of those attachments only. For purposes of this Agreement, the terms defined in this Section 1 and any other capitalized terms defined in other sections of this Agreement will have the meanings as either set forth below or in the applicable section.

“CC Data” means all information collected or developed by CC regarding any Users under this Agreement or derived specifically from a User’s registration or use of the Services. For purposes of this Agreement, all CC Data is the exclusive property of CC.

“CC Network” means any and all routers, servers, antennae, and all other equipment (including any document printing and copying equipment, kiosks, and video and audio equipment such as cameras, microphones and speaker phones) and telecommunications systems installed, built, owned, or operated by CC, including any portion thereof installed in any of the Facilities.

“Commercial Users” means public and private attorneys, litigants and other non-Court Users who are registered users of some or all of the Services.

“Court User” means all judicial officers and other judicial and administrative staff and employees of the Court who are registered users of some or all of the Services.
"Launch Date" means the date that any of the Services are first generally available to Users.

"User" means, collectively, the Commercial Users and the Court Users.

"Net Revenue" means all revenue received by CC from use of the Services by Users less all costs and expenses incurred by CC in providing the Services in the Facility (e.g. taxes, telecommunications costs, paper for printing, etc.).

2. SERVICES

2.1 Scope of Services. This Agreement covers the installation, testing, and maintenance of the CC Network within courtrooms within any Facility in which CC will install, or has installed, the CC Network. Further, this Agreement covers the provision of certain Services to Users via the CC Network, as further specified in Exhibit A and in accordance with this Agreement. At any time and from time to time, CC may modify, update, or enhance the Services, incorporate improvements in technology and/or services, all subject to compliance with this Agreement.

2.2 CC Wireless Telecommunications Network.

A. General. At its sole cost, CC will commercially offer the Services to Users via the CC Network consistent with this Agreement. CC will install, or arrange for the installation of, the CC Network in accordance with its standard business practices and operational procedures, and subject to this Agreement. CC shall promptly repair any damage to any of the Facilities that results from the installation or maintenance of, the CC Network in the Facilities. CC shall use commercially reasonable efforts to conceal any equipment that is installed in public areas of the Facilities and shall advise the Court prior to making any material alteration to the appearance of the Facilities. CC will comply with any County requirements regarding the installation or maintenance of the CC Network.

B. Installation. Dallas County hereby grants CC permission to arrange for a telecommunications service provider to install and configure a broadband connection into a primary telecommunications closet located within each of the Facilities. CC will need space (preferably on a rack) to locate its equipment, generally a broadband router, a firewall appliance, and a switch. Further, County shall provide space for CC to install wireless access points and/or antennae within the Facilities designated by CC. CC shall use its best efforts to install any access points or antennae in inconspicuous areas (e.g. corners of rooms, closets). County shall permit CC to connect the access points to the equipment in the primary telecommunications closet using Ethernet cable and switches located in remote telecom closets (as needed), provided, however, that (i) any such installations shall require the prior approval of the County and (ii) any antennae or access points which are not connected to Ethernet cable must be connected to a standard power outlet. County shall provide CC with (i) blueprints and other relevant documentation with respect to each of the Facilities designated by CC and (ii) space within a telecommunications closet within the Facilities for installation of the CC equipment and access to a standard power outlet. Further, County shall provide CC with such information about each Facility as is necessary for CC to install the CC Network such Facility. County shall also permit CC to install a printer in a mutually acceptable location in any Facility.
that will be easily accessible to Users. **County** shall permit CC to place other **County**-approved equipment such as servers, and other telecommunication equipment and devices in the Facilities that will be used to enhance CC's network related Services. CC will supply and install its own Ethernet cabling for the CC Network that is separate from cabling that is already installed in any Facility. CC will reimburse **County** for any other commercially reasonable cost that is directly related to the installation of the CC Network.

C. **Testing.** Upon installation in any Facility, CC shall test the CC Network prior to the Launch Date. CC will need reasonable access to any such Facility after hours for testing purposes.

D. **Maintenance; Upgrades.** CC shall upgrade and maintain, or arrange for the maintenance of, the CC Network in accordance with its standard business practices and operational procedures, and subject to the terms and conditions of this Agreement. Provided that **County** provides sufficient access, CC shall conduct all maintenance activities during off-hours; provided, however that **County** shall permit CC to conduct emergency repairs during regular hours of the Facilities. CC expects that maintenance and/or upgrades to the CC Network shall occur approximately once per month.

E. **Network Integrity.** CC may block or restrict User access to the Services if such access would adversely affect the CC Network. For purposes of this Section 2.2(E), adverse effects include, but are not limited to, negative impacts on network traffic, security, customer care, or client software. CC will make commercially reasonable efforts to provide Users with notice of any blocking or restrictions. CC will make commercially reasonable efforts to provide Users with notice of any blocking or restrictions, and will make commercially reasonable efforts to cure negative impacts to restore unrestricted User access.

2.3 **Registration and Passwords; Access to Services.**

A. **Passwords.** In order to access the Services, each User must become a registered user of CC and agree to be bound by CC's Terms of Service Agreement, the form of which is attached hereto as Exhibit B. Upon registration, CC may provide a unique account, username, passcode, and/or password to such User. Usernames, passcodes and passwords shall not be shared and each User shall be required to maintain the confidentiality of such User's account, username, passcode, and password and not disclose any such information to any third party.

B. **Access to Services.** To access the Services, each User must obtain, at its sole cost and expense, a laptop or desktop computer equipped with a wireless card.

2.4 **Service Reliability; Support.** CC will make commercially reasonable efforts to ensure that the Services are free from material defects. During regular business hours, CC shall use commercially reasonable efforts to respond within two (2) hours to scheduling and maintenance inquiries or requests. CC will be responsible for providing telephone and a reasonable amount of on-site customer support to **County** and Users relating to the Services and the CC Network. CC shall be available for support services Monday through Friday, 8:00 a.m. to 5:00 p.m. central time.
2.5 **Prohibited Practices.** CC will not engage in any destructive data mining activities or other disruptive practices that interfere with court operations, or activities that are inappropriate for a courtroom setting.

2.6 **Advertising.**

A. In the sole discretion of County, CC shall have the right to display and distribute printed materials and signage in any Facility to advertise and promote the Services to potential Users.

B. CC may imbed advertisements, whether for CC or a third party, in the Services, provided that all such advertising shall not: (i) be unlawful, defamatory, obscene, harassing, or racially or ethnically offensive; (ii) intentionally facilitate or promote illegal activity, unlawful violence, or illegal discrimination based upon race, gender, color, creed, age, sexual orientation, or disability; or (iii) depict sexually explicit images, or (iv) or that in any way suggests that County endorses or approves the product advertised.

2.7 **Exclusivity.** Except as otherwise provided for elsewhere in this Agreement, during the Term (as defined in Section 4.1) County shall not contract with any other provider of like local area wireless services, nor permit any other provider of like local area wireless services to install any equipment on or about the Facility covered under this agreement.

3. **FEES**

3.1 **Services Fees.** CC shall provide the Services to Commercial Users only upon payment of CC's then-current service fee. CC’s current pricing schedule is attached in Exhibit C.

3.2 **Revenue.** All revenue which accrues or which is collected by CC, or which otherwise arises out of this Agreement, shall be the sole property of CC. Notwithstanding the foregoing, after CC receives the actual fixed cost of the installation not to exceed $50,000 in Net Revenue from Users which was specifically derived from use of the Services within the Facilities, CC agrees to pay County a revenue share equal to ten percent (10%) of all additional Net Revenue actually received by CC from Users which was specifically derived from use of the Services within any Facility. Such revenue share shall be paid to County on a calendar quarterly basis with respect to revenue received during such calendar quarter and shall be sent to County not later than thirty (30) calendar days after the end of each calendar quarter. Each revenue share payment shall be accompanied with a statement reasonably describing the calculation of the revenue share payment. All payments and statements shall be submitted to:

509 Main Street Suite 608  
Dallas, Texas 75202  
Attn: Chris Thompson

4. **TERM AND TERMINATION**

4.1 **Term.** The term of this Agreement shall begin on the Effective Date and expire at the
end of forty-eight (48) months thereafter unless earlier terminated pursuant to this Agreement. County reserves the right to terminate this Agreement at the end of the first one (1) year period by providing written notice to CC at least thirty (30) days prior to the end of the first one (1) year period.

4.2 **Termination for Breach.** Either party may terminate this Agreement upon at least fourteen (14) calendar days written notice if the other party breaches any material term of this Agreement and the breach continues without cure for a period of fourteen (14) calendar days following the written notice by the non-defaulting party to the defaulting party of the breach. The parties may mutually agree to an extended cure period if the breaching party has made good faith efforts to cure the breach and has been unable to effectuate a complete cure within the initial fourteen (14) calendar day cure period.

4.3 **Authorized Termination.** Either party may terminate this Agreement as expressly provided in this Agreement.

4.4 **Effects of Termination.** Upon the termination or expiration of this Agreement for any reason, the parties' respective obligations under this Agreement will immediately terminate except as specifically set forth in this Section 4.4.

A. **Return of Property.** CC shall de-install and remove the CC Network, materials, and other property that CC provided during the Term within a reasonable time period after the date of termination of this Agreement; provided that County shall permit CC and its personnel access to the Facilities for a reasonable period of at least twenty (20) hours during business hours or off-hours to de-install the CC Network, and provided further that such right of de-installation shall not apply to materials or facilities purchased or paid for by County. CC shall pay all costs associated with the repair of any damage caused by the de-installation of the CC Network.

B. **Termination of Licenses.** All licenses from CC to County will immediately terminate.

5. **PROPRIETARY AND PRIVATE INFORMATION**

5.1 **General.** Each party acknowledges that while performing this Agreement that it may have access to or obtain information from the other party that may include proprietary information (including but not limited to trade secrets, customer information, data, financial information, computer software, processes, methods, knowledge or research) and/or private information (including but not limited to names of account holders or users, telephone or account numbers and addresses).

5.2 **Use of Proprietary or Private Information.** Except as authorized by law or by the other party in writing, both parties to this Agreement will keep all proprietary and private information confidential. The party receiving such information will use that information only to perform its obligations under this Agreement. Upon the termination or expiration of this Agreement, or upon the disclosing party’s request, the receiving party will return all documents and other materials in the receiving party’s control that contain or relate to proprietary or private information, as well as, all documents, reports, proposals or other materials. Both parties agree to disclose the proprietary or private information only to its personnel, including its subcontractors and agents, who have a legitimate business need.
6. **OWNERSHIP; LICENSES**

6.1 **CC Ownership.** County agrees that CC is the owner of all right, title and interest in the Services (excluding any third party content and services incorporated in the Services in accordance with valid license rights) the CC Data, the CC Network and nothing in this Agreement will confer in County any rights of ownership or any other right in the foregoing.

6.2 **Services.** County shall not modify the Services without CC’s prior written consent, and will not alter the data, information, content, display or services included in the Services, nor to use the information in violation of any applicable law or regulation. CC may use any Services or any transferred CC Data for the purposes of auditing performance and compliance with the terms of this Agreement, for quality assurance purposes, for marketing research purposes, and for other commercially reasonable uses as determined by CC.

6.3 **Authorized Marks.** Subject to this Agreement, CC grants to County a non-exclusive, limited, non-transferable (with no right to sub-license) license to use, reproduce, display, and transmit the Courtroom Connect trademark/service marks (the “Authorized Marks”), subject to CC’s prior written approval and CC’s brand and trademark guidelines (i) on tangible written materials promoting the Services, and (ii) in connection with the marketing and promotion of the Services. The Court is not permitted to use any of the Authorized Marks for any other purpose nor in any other fashion without CC’s prior written approval.

6.4 **Acknowledgment of CC’s Rights.** County acknowledges that the Authorized Marks are proprietary to CC and nothing in this Agreement constitutes the grant of a general license for their use. County acquires no right, title, or interest in the Authorized Mark or the goodwill associated with the Authorized Marks due to its use of the Authorized Marks, other than the right to use the Authorized Marks under this Agreement. County may not alter, modify or change the Authorized Marks in any way and County agrees not to use the Authorized Marks in any manner that is disparaging or that otherwise portrays CC in a negative light. CC reserves the right to impose additional standards governing the use of the Authorized Marks, which shall be binding upon County upon receipt of written notice from CC. County agrees not to challenge or in any way attack the Authorized Marks nor assist anyone in doing so. Upon receipt of written notice from CC, County shall discontinue all uses of the Authorized Marks.

7. **REPRESENTATIONS AND WARRANTIES**

Each party makes the following representations and warranties:

7.1 **Authorization of Agreements.** Each party has the full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

7.2 **Litigation.** There are no actions, suits, proceedings or investigations pending or, to the knowledge of the party, threatened against or affecting the party or any of its properties, assets or businesses in any court or before or by any governmental agency which could, if adversely determined, reasonably be expected to have a material adverse effect on the party’s ability to perform its obligations under this Agreement.
7.3 Third Party Proprietary Information. Neither party will disclose or deliver any proprietary information of any third party (including content, software or documentation) to the other except in accordance with a valid, written license agreement.

7.4 Non-Infringement Warranty. CC warrants that the materials, instructions, guidelines, specifications, or other technical information provided by CC to County will in no way constitute an infringement or other violation of any copyright, patent, trade secret, trademark, nondisclosure, or any other intellectual property right. If CC violates this warranty, then the exclusive remedy for County for that violation will be termination for breach in accordance with Section 4.2.

8. DISCLAIMERS

8.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE EQUIPMENT, SERVICES, INFORMATION, CONTENT AND OTHER MATERIALS DELIVERED UNDER THE TERMS OF THIS AGREEMENT ARE PROVIDED EXCLUSIVELY ON AN "AS IS" "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY SERVICES, EQUIPMENT, INFORMATION, CONTENT AND OTHER MATERIALS PROVIDED HEREUNDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, RELIABILITY, ACCURACY, QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8.2 WITHOUT LIMITING THE PROVISIONS OF SECTION 8.1, CC MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE PARTIES ACKNOWLEDGE THAT ANY USE OF ANY DATA OR INFORMATION OBTAINED BY USERS THROUGH EITHER PARTY'S SERVICE IS AT SUCH USERS' OWN DISCRETION AND RISK, AND THAT USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE THEREOF AND AGREE TO INCLUDE A DISCLAIMER IN SUBSTANTIALLY SIMILAR FORM IN THEIR RESPECTIVE USER'S AGREEMENTS OR TERMS AND CONDITIONS OF USE OF THEIR RESPECTIVE SERVICES. FURTHER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES, CLAIMS, LOSSES OR LIABILITIES ARISING OUT OF ANY USER'S USE OF THE SERVICES.
9. LIABILITY

9.1 Limitations of Liability. Neither party will be liable to the other for consequential, indirect, incidental, special, punitive or exemplary damages for any cause of action, whether in contract, tort or otherwise, except for claims for which a party has an obligation of indemnity under this Agreement, any grossly negligent, willful or fraudulent act or omission, or a party's breach of the provisions of Section 5. Consequential damages include, but are not limited to, lost profits, lost revenue, and loss of business opportunity, whether or not the other party was aware of or should have been aware of the possibility of these damages.

10. INDEMNIFICATION

CC shall forever waive, release, indemnify and hold harmless County, its assigns, officers, directors, employees, agents, representatives from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of its obligations pursuant to this Agreement by CC, its assigns, or its subcontractors, officers, directors, employees, agents or representatives, (2) CC's involvement in the specified services under this Agreement, and (3) Any terms or conditions or provisions or underlying provisions of this Agreement, including but not limited to, any premises or special defect known or unknown to County, and any injury to individuals present during CC's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault, copyright, licensing and patent infringement relating to any software and/or equipment provided by CC; and wrongful imprisonment as a result of incorrect and/or scrambled information downloaded from any software and/or equipment provided by CC;

AND FURTHER, CC, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to this Agreement and/or specified services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. CC further agrees to defend (at the election of County) at its sole cost and expense against any claim, demand, action or suit for which indemnification is provided herein.
These provisions shall survive termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

11. INSURANCE

11.1 Policies Required. Without in any way limiting CC's liability pursuant to Section 10, CC must maintain in force, during the Term, insurance in the following amounts and coverages:

A. Worker's Compensation, with Employers' Liability Limits not less than $1,000,000 each accident; and

B. Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Products and Completed Operations; and

C. Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

Notwithstanding the foregoing, CC shall not have any obligation to purchase the coverage described in Section 11.1(A) until such time that CC is required by law to maintain such coverage.

11.2 Policy Provisions. The Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

A. Name as an additional insured County, its officers, agents, and employees.

B. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 Cancellation Notice. All policies shall provide ten (10) calendar days advance written notice to County of cancellation mailed to the following address:

509 Main Street Suite 608
Dallas, Texas 75202
Attn: Chris Thompson

11.4 **Coverage after Expiration.** Should any of the required insurance be provided under a claims-made form, CC shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of two (2) years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.5 **General Annual Aggregate Limit.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.6 **Lapse of Coverage.** Should any required insurance lapse during the Term, requests for payments originating after such lapse shall not be processed until County receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, County may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.7 **Proof of Coverage.** Before commencing any operations under this Agreement, CC must furnish to County certificates of insurance, in form reasonably satisfactory to the Court, evidencing all coverages set forth in this Section 11, and shall furnish complete copies of policies promptly upon the written request of County.

11.8 **Liability.** Approval of the insurance by County shall not relieve or decrease the liability of CC hereunder.

12. **USE OF DATA; RECORD KEEPING**

12.1 **Rights and Limitations.** All CC Data is the exclusive property of CC. CC will not use any CC Data for the transmission of “spam”, or any other unsolicited distribution of information, including telemarketing, unless the User expressly consents. Nothing contained in this Agreement will prevent or limit CC from communicating directly with Users of the Services.

12.2 **Collection, Use and Disclosure.** CC will ensure that its use of the CC Data will comply with (i) all applicable laws and regulations and (ii) CC standard privacy policies.

12.3 **Records Maintenance.** Each party will maintain all records pertaining to its service and all payments to the other party for a period of at least one (1) year after the termination or expiration of this Agreement.

13. **DISPUTE RESOLUTION**

13.1 **Option to Negotiation Disputes.** The parties may, but are not obligated to, resolve any issue, dispute, or controversy arising out of or relating to this Agreement, including but not limited to any Section of this Agreement that requires mutual agreement of the parties, promptly by negotiation between the parties’ representatives who have authority to settle any issue, dispute, or controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. If both parties agree to negotiation, within ten (10) business days after delivery of the notice, representatives of both parties will
meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. All negotiations under this clause are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence. The parties may exercise any other available rights and remedies available to them under this Agreement at any time during the pendency of a dispute under this Section 13. The election to engage in dispute resolution under this Section 13 is not an election to the exclusion of other remedies.

13.2 Continuing Performance. The parties agree to continue performance during the pendency of any dispute, unless this Agreement is terminated by either party under Section 4.

13.3 Forum Selection. Exclusive venue for any dispute arising under this Agreement shall lie in Dallas County, Texas. Each party agrees to personal jurisdiction in those courts.

14. GENERAL

14.1 Notices. Unless otherwise provided, notices provided under this Agreement must be in writing and delivered by (i) certified mail, return receipt requested, (ii) hand delivery, (iii) facsimile with receipt of a "Transmission OK" acknowledgment, or (iv) delivery by a reputable overnight carrier service (in the case delivery by facsimile or email the notice must be followed by a copy of the notice being delivered by a means provided in (i), (ii) or (iv)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at any other addresses as may be later designated by notice:

**CC:**

Courtroom Connect  
44 Newburg Street  
San Francisco, California 94131  
Phone: (415) 762-2108  
Fax: (415) 762-2116

With a copy to:  
Coblentz, Patch, Duffy & Bass, LLP  
One Ferry Building, Suite 200  
San Francisco, California 94111  
Attn: Paul J. Tauber  
Fax: 415/989-1663

**COURT:**

Dallas County Commissioners Court  
411 Elm Street  
Dallas, Texas 75202  
Attn: Allen Clemson

With a copy to:  
Dallas County  
509 Main Street Suite 608  
Dallas, Texas 75202  
Fax: (214)653-6464  
Attn: Chris Thompson

14.2 Assignment. CC will not transfer or assign its interest in this Agreement without the prior written consent of the County, provided that CC may assign this agreement without prior written consent of the County in the event of the sale of all or substantially all of the assets or stock of CC if the acquiring entity agrees in writing to be bound by the terms of this Agreement.

14.3 Governing Law. THIS AGREEMENT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ANY CONFLICT OF LAWS PROVISION. THIS AGREEMENT WILL NOT BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW
BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), EVEN IF SUCH LAW IS ADOPTED IN TEXAS. FURTHER, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT.

14.4 **Permits and Licenses; Compliance with Laws.** Each party will obtain and keep current at its expense all governmental permits, certificates and licenses (including professional licenses, if applicable) necessary for its performance of the party's obligations pursuant to this Agreement. Each party will comply with all local, municipal, state, federal and governmental laws, orders, codes and regulations in the performance of this Agreement.

14.5 **Waiver.** The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same term or condition or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party.

14.6 **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain in effect and the parties will negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.

14.7 **Survival.** Sections 2.7, 4.4, 5, 6, 7.3, 8.2, 9, 10, 11.4, 12, 13, and 14 will survive any termination or expiration of this Agreement, in addition to any other provisions that by their content are intended to survive the performance, termination or cancellation of this Agreement.

14.8 **Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

14.9 **Headings; Construction.** The headings of the various articles and sections in this Agreement are for convenience and reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement. Whenever the context requires, the words denoting the singular number may include the plural number, words denoting the plural number may include the singular number, and words denoting one gender will include any other gender. This Agreement will not be construed against either party due to authorship.

14.10 **Subcontracts.** CC may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. Subcontracts, if any, entered into by the CC will be in writing and subject to all requirements herein. CC agrees that it will solely be responsible to County for the performance of this Contract. CC shall pay all subcontractors in a timely manner. County shall have the right to prohibit CC from using any subcontractor.

14.11 **Independent Contractors.** CC, including its agent, student or employee, is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and 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.
14.12 **Exhibits.** The following referenced exhibits are included as part of this Agreement:

- Exhibit A - Scope of Services
- Exhibit B - Terms of Service Agreement
- Exhibit C - Current Pricing Plans

14.13 **Entire Agreement.** This Agreement, together with the exhibits listed in Section 14.13, sets forth the entire understanding of the parties as to the subject matter of this Agreement and supersedes all prior agreements, discussions, and correspondence pertaining to the subject matter of this Agreement. Any preprinted terms and conditions on any order, invoice, statement, or other document issued in connection with any exhibits, schedules or addenda hereunder by either party will be of no force and effect. This Agreement may not be amended or modified except by written document signed by both parties. If there is an inconsistency between the terms of this Agreement and those of any other oral or written agreement between the parties dated prior to the Effective Date, the provisions of this Agreement will control.
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

COURTROOM CONNECT

(signature)
Michael Breyer
Chairman and CEO

DALLAS COUNTY COMMISSIONERS COURT

(signature)
Margaret Keliher
County Judge
Exhibit A

CC Wireless Telecommunications Network

DESCRIPTION OF NETWORK INFRASTRUCTURE

1. CC shall contract with an ISP to provide a dedicated broadband Internet connection to any Facility.

2. The dedicated broadband Internet connection shall terminate at a CC router installed by CC on a rack located in a telecommunications closet in the applicable Facility.

3. CC shall manage the router and other switches and servers which are installed on the rack by CC and which are necessary to establish the CC Network.

4. CC shall place wireless access points in inconspicuous courthouse locations which have been approved by County.

5. The access points shall be connected by CC to equipment installed on the rack using either Ethernet cable or wireless bridging.

6. The access points permit Users to wirelessly link to the CC Network, which will permit users to access the Internet.

7. CC shall manage all other network equipment (including document printing and copying equipment, kiosks, and video or audio equipment such as cameras, microphones and speaker phones) used to enhance CC’s network and litigation support services and allow authorized audio and video conferencing and real-time communication between those inside the courthouse and outside.
EXHIBIT B

Courtroom Connect Terms of Service Agreement

1. You understand and agree that Courtroom Connect's services are provided to registered users ("you" or "User" or, collectively, "Users") exclusively under these Terms of Service Agreement (the "Terms"). By completing the registration process and logging onto the Courtroom Connect Network, you are stating that you are an adult (18 years or older), that you have read and understood the Terms, that you agree to be bound by the Terms then in effect, which may be updated by Courtroom Connect from time to time.

2. Courtroom Connect reserves the right to terminate any User's account if Courtroom Connect learns that such User has provided Courtroom Connect with false or misleading registration information or has violated the Terms.

3. Under Courtroom Connect's privacy policy, Courtroom Connect may disclose to third parties certain aggregate information contained in Users' registration applications, but Courtroom Connect will not disclose any individual User's name, address, email address or telephone number without such User's prior written consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.

4. You shall comply with all rules, regulations and security and operating procedures of Courtroom Connect, the court or facility in which You use any of Courtroom Connect's services. Courtroom Connect may modify or discontinue its services or any User's account with or without notice to any User, without liability to any User or any third party.

5. You understand and agree that Courtroom Connect's services are provided exclusively on an "as is" basis without any representation or warranty of any kind. The court in which You use the Services neither endorses nor bears any responsibility for the services. You shall direct all communications regarding Courtroom Connect's services directly to Courtroom Connect, not to any personnel of the court or facility in which You use any of Courtroom Connect's services.

6. You are solely responsible for maintaining the confidentiality of your username, account number and/or password. You are responsible for all uses of your account, whether or not authorized by you. You agree to immediately notify Courtroom Connect of any unauthorized use of your account.

7. Courtroom Connect does not, and cannot, monitor, censor or edit the contents of Users' email messages. Users alone are responsible for the contents of their messages and the consequences of any such messages. Courtroom Connect assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any email messages or other materials.

8. You agree that you will not use the Courtroom Connect services for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or any use of distribution lists to any person who has not given specific permission to be included in such a process. You further agree not to use the Courtroom Connect services to send any message or material that is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.

9.YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF COURTROOM CONNECT'S SERVICES ARE AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA
DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF COURTROOM CONNECT'S SERVICES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

10. COURTROOM CONNECT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

11. COURTROOM CONNECT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF COURTROOM CONNECT'S SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH COURTROOM CONNECT'S SERVICES, REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH COURTROOM CONNECT'S SERVICES, REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH COURTROOM CONNECT'S SERVICES OR THAT COURTROOM CONNECT'S SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

12. COURTROOM CONNECT WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE COURTROOM CONNECT'S SERVICES, RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH COURTROOM CONNECT'S SERVICES, RESULTING FROM LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF COURTROOM CONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. You agree to indemnify, defend and hold harmless Courtroom Connect, its affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of Courtroom Connect's services, your violation of these Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity.

14. These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or your actual state or country of residence.

15. These Terms will inure to the benefit of Courtroom Connect's successors, assigns and licensees. Any waiver of any provision of these Terms will be effective only if in writing and signed by Courtroom Connect.

16. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

17. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
18. These Terms are between You and Courtroom Connect and no other party is intended to be, or will be considered to be a third party beneficiary of these Terms.
EXHIBIT C

Courtroom Connect Current Pricing Plans

I. Standard Pricing Plans

A. Court Users
As long as user performance is not negatively impacted, CC is able to offer free service to select court employees, including a small number of Judges, Court IT staff and administrators. While it is expected that the Court will utilize its own network for primary Internet access, CC can supplement the Court’s Internet services to a limited degree.

B. Free/Discounted Services
For reasons of equity and equal access to justice, free or discounted service will be provided to parties who cannot afford to pay.

C. Basic Internet Subscription Plans
Pricing includes unlimited Internet access, support, set-up, and optional security; requires minimum of 1 year long agreement

Court reporters: $225-250 per year
Solo practitioners: $199-250 per year
Entire law firms: Customized (generally $100 to $600 per month)

D. Daily Internet Service
For users, such as jurors, who are already Wi-Fi enabled and just need access for a day or two

   Jurors: $7-9/day
   Attorneys/public not in trial: $10-25/day

E. Trial Services
Pricing includes unlimited Internet access, on-site support and setup, loaner wireless cards, assistance with remote access technology, security consulting and services.

1) Internet during trial - $250 per week per laptop connected to the network in the courthouse
2) Realtime transcript services - $300-450 per week per computer in the office that receives a realtime transcript feed over the Internet (not including court reporter transcript fees which are required)
3) Audio/video/evidence presentation graphic services - Approximately $400 per week per computer in the office that receives the feed
4) Network printer rental - $100 per week

F. For reasons of equity and equal access to justice, free or discounted service may be provided to parties who cannot afford to pay.
November 17, 2004

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Alternative City Center Parking Garage Project

BACKGROUND

Last November, the Commissioners Court was briefed on, and subsequently approved, a request from the City of Dallas to allow the City to return $2.5 million of previously-provided County tax increment from the City Center TIF District to the County so that it could be combined with $7.5 million of previously-provided City increment so that a $10 million loan could be provided for the construction of a $13 million, 370-car parking garage within the TIF district.

As the original developer for this project was unable to start construction by the required date, the City canceled the authorization for this loan. The City has since received five proposals from other developers and has selected a proposal that appears to be more advantageous to the City and the County than the original project. So that the County can determine whether it wishes to participate in this alternative project, the following material has been provided for the Court’s consideration.

DESCRIPTION OF ALTERNATIVE PROJECT

The alternative project still involves constructing a multi-level garage at the vacant site between the Davis Building (1309 Main) and the Gulf States Building (1415 Main), providing 20,000 square feet of retail space on the ground floor, and providing dedicated parking for the Gulf States Building which is being converted into eighty-five units of housing. However, rather than requiring a $10 million loan as the original project did, the alternative project will utilize an $8.5 million loan. In addition, the alternative garage will have more parking spaces (552 spaces vs. 470 spaces) and will also feature the construction of eighty-five housing units on its top levels.

The lack of covered parking in strategic locations has been regarded by the City Center TIF district, the Central Dallas Association, and other downtown property-owners and advisors as being one of the major impediments to downtown reinvestment. The proposed parking garage is located on one of the two priority sites identified in a 2001 City-adopted downtown parking study and will be the first significant example of in-fill development to occur in downtown in about fifteen years.

Spectrum Properties, which has experience in acquiring, renovating, and managing residential and...
office properties, will be creating a limited partnership for this project. This partnership will be responsible for building the garage and housing, arranging for its operation, and complying with the terms of the loan. The City will be responsible for originating and servicing this loan which would have a ten-year term. In lieu of paying interest, the borrower would be required to remit the garage’s annual net operating revenue to the City who would share this revenue with the County on a pro-rata basis (the borrower would be responsible for covering any operating losses). At the end of ten years, the borrower would be responsible for repaying the original $8.5 million loan.

The loan will be secured by a lien on the property, and the City will only disburse the loan proceeds when the borrower has obtained a building permit and advanced an amount equal to 25% of the project’s total cost. In the event of a default, the City and the County will either share in the proceeds if the garage is sold or the City may purchase the County’s share of the project.

All terms, conditions, responsibilities, and obligations will be formalized and incorporated into contractual agreements between the borrower and the City as well as between the City and the County.

IMPACT ON OPERATIONS

The City had originally sought to provide funding for the first version of this project through its normal TIF process. However, while providing funding for a parking garage is an eligible TIF project, providing the funding as a loan is not specifically authorized under the TIF statute. As a result, the City has had to go through the step of authorizing the release of the previously provided City and County increment from the City Center district so that this money could be used for this purpose.

The County’s authority to make loans for economic development purposes is provided for by Chapter 381 of the Local Government Code. Under this authority, which was granted by the Legislature in 2001 so that counties would be able to undertake many of the same economic development activities as cities, a county may now make “loans and grants of public money” in order “to stimulate business and commercial activity.”

So as to help the County determine whether to provide funding for a Chapter 381 project, it has adopted a formal policy. Under this policy, the County will only consider participating in a Chapter 381 project if:

1. The requested financial assistance would only be provided in a repayable loan form;
2. The assistance would be used to undertake an activity within a TIF district;
3. The project would finance an activity that is otherwise eligible under both the State TIF statute and the County’s TIF policy and that is consistent with the TIF district’s final project/finance plan;
4. The assistance would be funded from previously-provided County increment which a city has agreed to release and which shall not exceed more than 25% of the total amount provided by the host city, the County, and any other local taxing entity: and

5. The recipient certifies that it is an Equal Opportunity Employer and demonstrates that it provides health insurance to its full-time permanent employees.

Staff has reviewed the proposal submitted by Spectrum and has found that it is eligible for consideration under the County’s policy. Staff has also determined that the impact of this project on County operations should be slight. It will be the City’s responsibility to originate and service the loan and the borrower’s responsibility to construct and operate the garage. However, in the event the City and the County have to foreclose on the loan, then the two entities will have to decide how to manage and/or dispose of the garage.

**IMPACT ON FINANCE**

Because the publicly-funded cost of this project is significantly larger than any other single TIF-related activity that has been undertaken, the City has proposed providing this funding as a loan rather than as a grant so that this funding can be recouped. As was proposed for the original parking garage project, 75% ($6,375,000) of the $8.5 million loan will be funded by the City, and 25% ($2,125,000) will be funded by the County.

As mentioned earlier, in lieu of being paid interest on this ten-year loan, the City and the County will receive the garage’s net operating revenues each year. The City has estimated that it will cost about $270,000-$530,000 a year to operate the garage and that it will generate about $323,600-$795,000 a year in revenue (which is equivalent to about $3.50-$8.00 per weekday per public parking space). The County’s estimated pro rata share of the net revenues would be about $25,000-$65,000 per year and could be used for any purpose that the County desires.

Similarly, when the loan is repaid at the end of ten years, then the $2,125,000 that the County receives, as well as any additional payment if the property has appreciated significantly, can also be used for whatever the County desires.

The parking garage will be subject to the County’s property tax. With the garage and its housing units expected to increase the site’s assessed valuation by about $20 million during the loan’s ten-year life, the garage will produce about $40,800 a year in additional tax revenue. Of this amount, 53% ($21,600) will continue to be provided to the City Center TIF district until 2012 when the district terminates with the other 47% ($19,200) being retained by the County for whatever purpose it desires. After the TIF district expires, the County will be able to fully retain all of the tax revenue associated with this property.

In addition to releasing $8.5 million of increment for this project, the City has also proposed releasing an additional $1.5 million. With the County providing 25% of the TIF district’s revenues,
25% ($375,000) of the additional $1.5 million would be returned to the County as the initial contribution to the $3 million in funding that the TIF district will provide to the County’s downtown plaza project. The remaining 75% of the additional $1.5 million would be used by the City for other downtown-related activities.

PROJECT SCHEDULE

It is anticipated that construction will begin on this project Spring 2005 and be completed Summer 2006.

RECOMMENDATION

It is recommended that the County, using recently-released increment from the City Center TIF district, provide a $2,125,000 loan to Spectrum Properties for the construction of a 552-car parking garage with eighty-five housing units on Main Street between Field and Akard and apply the $375,000 in other released increment to the County’s plaza project.

Recommended by:

J. Allen Clemson, Administrator

cc: Virginia Porter, Auditor
    Ryan Brown, Budget Officer
    Karl Stundins, City of Dallas
November 19, 2004

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Tax Abatement Request from Countrywide Financial

BACKGROUND

Countrywide Financial is in the process of determining where to locate a new regional financial servicing center. One of the sites under consideration would utilize a major portion of the Nortel campus in Richardson which already has several 50% real property tax abatements that could remain in effect for another four-to-six years. So as to help encourage the location of this facility within Dallas County (besides the Nortel site, other locations in Oklahoma and the North Texas area are also under consideration), the County recently proposed transferring the remaining Nortel real property abatements to Countrywide and providing a ten-year 50% abatement on business personal property. Since these abatements were proposed, Countrywide has asked if the remaining real property abatements could be extended so that they would all apply to the new regional financial servicing center for a period of ten years. As Countrywide is now in the process of finalizing the location for this project, the Commissioners Court has been asked to formally consider providing the abatements that were originally proposed as well as this additional extension request.

DESCRIPTION OF PROJECT

The proposed regional financial servicing center, which would utilize several buildings that were originally constructed for Nortel in the late 1990s and which are now largely vacant, represents one of the largest tax abatement projects in which the County has ever been asked to consider. The project itself could consist of up to two phases. The first phase is expected to create 2500 new jobs and consist of $15 million of tenant improvements and $20 million of new business personal property. It would begin in early 2005 and become operational within about one year. The second phase would have similar job creation and business personal property characteristics. It would approximately begin in 2007 and also be completed within about one year.

Because of the decline in the telecommunications industry, the Telecom Corridor now has one of the highest office vacancy rates in the Dallas area, and property values in this portion of Richardson...
have declined noticeably. With this project utilizing approximately 500,000 square feet of office space, it could help increase local property values.

**IMPACT ON OPERATIONS**

This project is considered to be an economically significant project under the County’s abatement policy since it creates over 1000 new jobs; such projects can receive up to a 90% abatement on real and/or business personal property.

The abatements originally proposed by the County for this project are clearly consistent with the County’s abatement policy. However, it is less clear whether the additional request for the four-to-six-year extension is consistent with this policy.

This is the first time that the County has been asked to extend an existing abatement and have it be in effect on the same site for more than ten years. While the State tax abatement law does not allow for an abatement longer than ten years, another relatively new statute now allows counties to provide grants and rebates that have the same impact as an abatement without any time limitations.

The County’s existing abatement policy, which was written to include the provision of grants and rebates under the new law, states that "the maximum term for an abatement that can be provided under this policy is ten years." However, when this provision was drafted, it was not anticipated that a project might: (1) utilize a site that already had an abatement, and (2) then seek to further extend the existing abatement.

If one utilizes the same form of interpretation of the County’s existing policy as has been done in the past, then an extension of the existing ten-year abatement can not be provided because there is not any specific language authorizing any abatement beyond a ten-year period. However, if this interpretation is used, then the situation exists that if a firm were to locate next-door to a site that already has an abatement, then it could receive up to a ten-year abatement, but if it were to locate on a site that already has an abatement, it would only receive whatever years are left on that abatement.

Because of the lack of specific authorization language on this matter, staff would recommend that if the County wished to provide the requested four-to-six-year extension, it first revise and clarify its abatement policy. Such a revision could include amending the previously-cited maximum term provision to read:

> The maximum term for an abatement that can be provided under this policy is ten years. However, in the event a subsequent project will utilize a site that already has a real property abatement, then the existing real property abatement may be extended to provide a total abatement of up to fifteen years if the subsequent project will be conducted by a party not...
affiliated with the existing abatement’s recipient and the subsequent project constitutes either an economically significant project or a distressed area project that meets the job generation and tax base increase requirements of a non-distressed area project.

Such a revision would allow the County to facilitate the use of under-utilized sites and would set the eligibility criteria for such extensions at a relatively high level (economically significant projects must either create 1000 new jobs or increase the County’s tax base by $100 million; distressed area projects, depending upon whether they are expansion or relocation projects, have to either: (1) create 400 new jobs and increase the tax base by $20 million, or (2) create 600 new jobs and increase the tax base by $30 million). However, such a revision could cause the County to wait as long as fifteen years before being able to fully collect taxes from a site.

It should also be noted that this possible revision would allow Countrywide to have a ten-year abatement on two of the existing Nortel abatements; the other abatement (as far as Countrywide would be concerned) would only be for nine years since one of the existing abatements only has four years remaining.

Other than this issue about extending existing abatements and pending the satisfactory receipt of required information from Countrywide about the composition of its workforce and the provision of health insurance for its full-time employees, this project is eligible for consideration.

**IMPACT ON FINANCE**

The Hospital District was involved in all three of the Nortel abatements. It has been proposed that the Hospital District’s participation would continue for the remainder of the existing real property abatements since these abatements would remain in effect as long as Nortel leases and occupies these facilities. However, Hospital District participation was not included in the proposed ten-year business personal property abatement.

It is difficult to determine how much, if any, of the anticipated $15 million of tenant finish-out improvements will actually be reflected in the property’s total assessed valuation. Currently, about $66 million of assessed valuation is subject to the existing 50% real property abatement. If this amount continues to hold and the anticipated $20 million of business personal property investment occurs, then the County will simultaneously be receiving and forgoing about $88,000 for the first year. This amount will probably decline by about 5% each year as the personal property depreciates and goes unreplaced. If the existing real property abatements are extended for an additional five years and the current assessed valuation remains constant, then this extension would require the County to forego an additional total of $340,000 over this five-year period.

For the Hospital District, it will continue to abate and receive about $84,000 a year in real property taxes. Moreover, it will also actually experience a $50,800 net increase in revenue from the site since the project’s business personal property will not be subject to any Hospital District abatement.
LEGAL INFORMATION

In the event the Court is interested in amending its current tax abatement policy, it can, pursuant to State law, only do so with a three-fourths majority vote.

M/WBE INFORMATION

An EEO-1 report for Countrywide has been requested and is expected shortly.

RECOMMENDATION

Subject to Countrywide providing the required work force composition report and material confirming that it provides health insurance to its full-time employees, it is recommended that the County transfer the remaining 50% Nortel real property tax abatements to Countrywide and provide Countrywide with a ten-year 50% abatement on business personal property. In the event the County wishes to extend the existing real property abatements for this project, it is recommended that the County’s abatement policy be first revised in the manner proposed within this memorandum.

Recommended by:

J. Allen Clemson, Administrator

cc:    Virginia Porter, Auditor
       Ryan Brown, Budget Officer
       David Childs, Tax Assessor/Collector
       Liz McMullen, Hospital District
       Eric Geisler, Ernst & Young
November 30, 2004

To: Dallas County Judge and Members of the Dallas County Commissioners Court


Thru: Danny Chandler, Director, Office of Security and Emergency Management

Subject: Adoption of the Dallas County Emergency Management Plan (EMP)

BACKGROUND

The State of Texas Homeland Security Strategic Plan, January 2004 and the National Response Plan, June 2004, and Texas Government Code Chapter 418 require communities to adopt/maintain an emergency management plan. The North Central Texas Council of Governments (NCTCOG), through an independent contractor, coordinated the EMP planning process for the 16 county region, and has put into place a framework for coordinated and focused emergency management actions at both the local and regional levels.

Further, Dallas County, in coordination with the National Emergency Response and Rescue Training Center completed a planning program involving all mutual-aid partners. This process ensured up-to-date formats and information were included within the Plan. This plan is a "living document and therefore, subject to updates “as required” and will be presented to the Court for review and approval.

This Emergency Management Plan outlines Dallas County’s approach to emergency operations. It provides general guidance for emergency management activities and an overview of this jurisdiction’s methods of mitigation, preparedness, response, and recovery. The plan describes Dallas County’s emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. The primary audience for the document includes Dallas County’s chief elected official and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in mitigation, preparedness, response, and recovery efforts.

This plan seeks to mitigate and/or prevent the effects of a hazard, to prepare for measures to be taken which will preserve life and minimize damage, to respond during emergencies and provide necessary assistance, and to establish a recovery system in order to return the community to its normal state of affairs.
Because the EMP documents are quite large and contain many data-intensive maps, those documents which are releasable to the public, may be viewed in the Office of Security & Emergency Management or the Office of the Commissioners Court Administrator, where a printed copies are available for public inspection, prior to the Dallas County Commissioners Court action to be taken on December 7, 2004 (formal agenda), and on the date of said briefing.

FINANCIAL IMPACT
The absence of an approved Dallas County EMP may render the County ineligible for state and federal funding for emergency management and homeland security purposes.

LEGAL
The Civil Section of the Dallas County District Attorney Office has reviewed this plan and no exceptions were noted as of the submission date.

RECOMMENDATION
It is recommended that the Dallas County Commissioners Court approve / authorizes:

1. The County of Dallas Adopt the Emergency Management Plan in its entirety via court order.

2. The County continue to pursue available funding opportunities for implementation of the procedures designated therein, and will, upon receipt of such funding or other necessary resources, seeks to implement the actions contained in the mitigation strategies.

3. The County continues to participate in the multi-jurisdictional planning process, including reporting of progress as required by DHS and the Governor’s Division of Emergency Management.

Respectfully submitted,

[Signature]

William H. Eckert
Chief of Plans & Programs
Office of Security and Emergency Management

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1 To view a printed copy of these documents, contact the Dallas County Office of Security & Emergency Management 214-653-7980.
2 Code of Federal Regulations, Title 44, Volume 1, revised October 1, 2002. [CITE:44CFR201.6]
November 19, 2004

TO: Commissioners Court

Honorable Francis Harris
Presiding Judge, Family District Courts
302nd Family District Court

Honorable David Evans
Local Administrative District Judge
193rd Civil District Court

THROUGH: Ryan Brown
Budget Officer

FROM: Shannon Brown
Assistant Budget Officer

SUBJECT: New Look Initiative – Establishment of Domestic Relations Office

Background

As a part of the County’s “New Look” initiative, the Office of Budget and Evaluation has been working with the Family District Courts and Family Court Services to evaluate several options for improving services in these courts and lowering the General Fund subsidy to the program. Family Court Services has previously presented a separate memo on the concept of privatizing the social study process in the court system (Attachment A). This memo details the potential roadblocks with this concept and impact to the court system. In addition, this memo outlines two early intervention programs to be reviewed for implementation in Dallas County for more efficient case processing.

The purpose of this memo is to present the creation of a domestic relations office (DRO) as an option for improving services and reducing the subsidy from the General Fund for services in the Family District Courts.
Creation of a Domestic Relations Office

Dallas County’s Family Court Services currently operates under the Human Resource Code, Chapter 152, Sections 0663 – 0665 (Attachment B). These sections are specific to Dallas County and include authorization for the Court Services Department (more commonly referred to as District Court Administration), the responsibility for the collection and disbursement of child support payments, and the fees that can be charged for various services in the Family District Courts. These sections were added to the statutes in September 1989 and have been amended periodically. One of the more significant changes was an increase in the fee allowable for social studies in the Family District Courts from $200 to $250 in 2001.

Several of the specific items in these sections of statute are no longer applicable, especially the language on child support receipt and disbursement. In 2001, the State assumed control of most child support payments through the centralized State Disbursement Unit (SDU). Currently, all cases from 1994 forward are being serviced through this system. Dallas County does continue to collect and disburse payments prior to that time. In addition, Dallas County contracts with the State to provide customer service for Dallas County accounts processed through the SDU.

In FY2004, Dallas County contracted with the Attorney General’s Office to implement a child support enforcement program (referred to as “local rule”). Dallas County will be reimbursed for each case forwarded for monitoring and enforcement. It is estimated that this program will generate sufficient revenue to cover its costs once it is fully operational (approximately two years). The Child Support Office continues to work on implementing this program in Dallas County. The proposed local rule is currently being reviewed by the Texas Supreme Court, as required. It is anticipated that the program will be operational after the first of the year.

Most other urban counties (Harris, Tarrant, Travis) operate their Family District Court support functions under the organization of a domestic relations office (DRO). Chapter 203 of the Family Code defines DROs and provides guidelines for the administration of the office and the establishment of fees. A complete copy of the statute is provided (Attachment C). Each of these counties has a different management structure for the office. The DRO statute allows for flexible management structures to meet the different objectives of the counties. Bexar County has a department identified as a Domestic Relations Office, however the office has very different functions than those performed in the other urban counties. Bexar County uses private providers exclusively to perform social studies. Approximately 200 studies are performed each year through this method (compared with 800-1,000 performed in Dallas County). The DRO office focuses on coordinating these services and manages two contracts with non-profit organizations for visitation and exchange services.
The establishment of a DRO has several significant benefits to the operations of the Family District Courts. The statute includes language concerning the disbursement of child support payments and also allows the office to file suits to establish paternity, enforce a court order for child support, and modify or clarify an existing child support order. The Child Support Office does not currently perform these functions. In addition, the statutes allow for new early intervention programs in divorce cases with custody issues. While these programs can be instituted without the establishment of a DRO, the establishment of a fee schedule for these services is limited under current operations.

However, the primary benefit of the establishment of a DRO in Dallas County is the ability to set reasonable fees for all services provided and reduce the amount of tax-supported subsidy for these services.

**Legislative Issues**

The current language in Human Resources Code, Chapter 152 will need to be deleted to allow Dallas County to operate under the domestic relations office language in Family Code, Chapter 203. The Civil Section of the District Attorney’s Office has issued an opinion to this effect. The Office of Budget and Evaluation recommends that this issue be added to the County’s legislative agenda for the 2005 session.

**Financial Impact**

When the Family Court Services office was first instituted, there were no fees charged for the services offered. Currently, the charge for a contested study is $250 ($125 per side). Family Court Services does not charge for mediations it performs. Emergency studies are assessed the $250 fee, but if the case results in a full study being needed, an additional fee is not charged. As previously mentioned, fees are set by the Texas Legislature and are specific to Dallas County.

In FY2004, expenses for Family Court Services totaled $1,088,400 funded through a combination of fees and General Fund support as shown below. Family Court Services is included in the Child Support Fund. Table I below provides the revenue and expenses specifically related to Family Court Services. The table below assumes that the full impact of the DRO would not be realized until FY2006 due to the need for legislative changes.
Table I

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Studies</td>
<td>$218,189</td>
<td>$230,038</td>
<td>$238,847</td>
<td>$227,292</td>
<td>$320,000</td>
<td>$320,000</td>
</tr>
<tr>
<td>Adoption</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Mediation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Filing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>450,000</td>
<td>270,000</td>
</tr>
<tr>
<td>Early Interv.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>ADR Transfer</td>
<td>150,000</td>
<td>150,000</td>
<td>130,000</td>
<td>150,000</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Total</td>
<td>$368,189</td>
<td>$380,038</td>
<td>$368,847</td>
<td>$377,292</td>
<td>$1,060,000</td>
<td>$880,000</td>
</tr>
<tr>
<td>Expenses</td>
<td>$1,153,383</td>
<td>$1,179,842</td>
<td>$1,088,406</td>
<td>$1,096,227</td>
<td>$1,100,000</td>
<td>$1,100,000</td>
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<tr>
<td>General Fund Subsidy</td>
<td>$785,194</td>
<td>$799,804</td>
<td>$719,559</td>
<td>$718,935</td>
<td>$40,000</td>
<td>$220,000</td>
</tr>
</tbody>
</table>

The volume estimates are based on current service levels and assumes reasonable fees as described in Appendix A. While researching service fees and filing fees of the DROs currently in operation throughout Texas (Appendices B and C), it was noted that several counties only charge the $15 filing fee on cases when there is a child/children involved in the case (suit affecting the parent/child relationship). The statute does not require this distinction and no legal grounds for the difference was noted.

Table I presents two alternatives for potential funding levels. Alternative 1 assumes the fee will be charged on all cases affecting the parent/child relationship that are filed. Under this scenario, the General Fund subsidy for these services is reduced to $40,000, an estimated savings of $660,000 per year. Alternative 2 assumes the filing fee will only be charged to cases involving children. The current estimate is that 60% of the cases in the court system involve children. Under this scenario, the General Fund subsidy for these services is reduced to $220,000, an estimated savings of $480,000 per year.

Management Structure

The DRO statutes clearly gives the responsibility of establishing a domestic relations office to Commissioners Court if they so chose. Once the DRO is established, it can be administered as provided by Commissioners Court or through the Juvenile Board if Commissioners Court does not provide otherwise. As shown in Appendix B, most urban counties have placed this function under the administration of the Juvenile Board. However, Commissioners Court maintains budgetary authority over DROs even under these administrative structures.
The Office of Budget and Evaluation will develop options for the management structure of a DRO in Dallas County and prepare a preliminary fee schedule, to include a sliding scale component based on income. These options will be presented to the Family District Judges for their review and comment. A final recommendation on the structure of a DRO in Dallas County will be presented by March 1, 2005. The implementation of a DRO cannot occur until the legislative changes have been made. However, the framework of the office can be developed and ready to be executed upon approval.

**Recommendation**

The Office of Budget and Evaluation recommends the following actions be taken to begin the process to establish a domestic relations office in Dallas County as authorized by Chapter 203, Family Code.

- Include necessary legislative changes in 2005 Legislative Agenda,
- Develop a DRO implementation plan that addresses the following issues:
  - preferred administrative structure,
  - preliminary fee schedule to include use of sliding scale based on income,
  - timeline for implementation, and
  - use of alternative/early intervention programs identified by Family Court Services.

Dallas County can realize significant financial advantages through the implementation of a domestic relations office. Primarily, Dallas County will have the ability to establish reasonable fees for services provided through the office rather than requesting legislative authority each time a fee change is needed. This process is currently done by the Institute of Forensic Sciences on an annual basis for a much more extensive fee structure. A DRO will also allow Dallas County to implement a filing fee that will reduce the General Fund subsidy for services. In addition, a DRO has statutory authority to perform many functions currently not available to Dallas County.
Appendix A
Fee & Volume Estimates

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Volume Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Study</td>
<td>$400 ($200 per side)</td>
<td>800</td>
</tr>
<tr>
<td>Adoption Study</td>
<td>$250</td>
<td>200</td>
</tr>
<tr>
<td>Mediation</td>
<td>$400 ($200 per side)</td>
<td>200</td>
</tr>
<tr>
<td>Filing Fee</td>
<td>$15 per case</td>
<td>30,000</td>
</tr>
<tr>
<td>Early Interv. Programs</td>
<td>$200 ($100 per side)</td>
<td>50</td>
</tr>
</tbody>
</table>

Appendix B
Service Fees & Management Structures

The Domestic Relations Office statutes under which other counties operate provide language that allows the office to set "reasonable fees" for the services provided. Below is a table with the fees for services in other counties.

<table>
<thead>
<tr>
<th>Management</th>
<th>Dallas</th>
<th>Harris</th>
<th>Tarrant</th>
<th>Travis</th>
<th>El Paso</th>
<th>Bexar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Study</td>
<td>$250</td>
<td>$125</td>
<td></td>
<td>$200</td>
<td>$300</td>
<td></td>
</tr>
<tr>
<td>Social Study</td>
<td>$250</td>
<td>$250</td>
<td>$400</td>
<td>$600-</td>
<td>$750</td>
<td>$700-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,400*</td>
<td></td>
<td>$5,000*</td>
</tr>
<tr>
<td>Investigation/Issue Study</td>
<td>$250</td>
<td>$125</td>
<td></td>
<td>50% of</td>
<td>$250</td>
<td></td>
</tr>
<tr>
<td>Median Household Income *</td>
<td>$43,550</td>
<td>$41,220</td>
<td>$48,473</td>
<td>$48,406</td>
<td>$29,840</td>
<td>$39,540</td>
</tr>
<tr>
<td>% of pop in poverty *</td>
<td>12%</td>
<td>13.4%</td>
<td>10.1%</td>
<td>9.9%</td>
<td>25.3%</td>
<td>15.7%</td>
</tr>
</tbody>
</table>

* Bexar County fees are based on private provider services. These fees are paid directly to the provider, not Bexar County.
^ Travis County uses a sliding fee scale based on income

<table>
<thead>
<tr>
<th>Gross Income</th>
<th>Total Fee (Per Side Fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$35,000</td>
<td>$600 ($300 per side)</td>
</tr>
<tr>
<td>$35,001 - $50,000</td>
<td>$1,200 ($600 per side)</td>
</tr>
<tr>
<td>$50,001 - $75,000</td>
<td>$1,800 ($900 per side)</td>
</tr>
<tr>
<td>$75,001 - $100,000</td>
<td>$3,000 ($1,500 per side)</td>
</tr>
<tr>
<td>$100,001 - $200,000</td>
<td>$4,200 ($2,100 per side)</td>
</tr>
<tr>
<td>&gt;$200,001</td>
<td>$5,400 ($2,700 per side)</td>
</tr>
</tbody>
</table>
## Appendix C
### Filing Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Statute</th>
<th>Dallas</th>
<th>Harris</th>
<th>Tarrant</th>
<th>Bexar</th>
<th>Travis</th>
<th>El Paso</th>
<th>Collin</th>
<th>Denton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Divorce w/o children</td>
<td></td>
<td>$178</td>
<td>$171</td>
<td>$187</td>
<td>$156</td>
<td>$195</td>
<td>$201</td>
<td>$187</td>
<td>$162</td>
</tr>
<tr>
<td>Divorce w children</td>
<td></td>
<td>$178</td>
<td>$198</td>
<td>$188</td>
<td>$186</td>
<td>$225</td>
<td>$201</td>
<td>$187</td>
<td>$162</td>
</tr>
<tr>
<td>District Clerk Fee</td>
<td>Gov 51.317(b)(1)</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Texas Judicial Fund Fee</td>
<td>Gov 51.701</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>45</td>
<td>40</td>
<td>45</td>
<td>40</td>
</tr>
<tr>
<td>Law Library Fee</td>
<td>LGC 323.023(a)</td>
<td>15</td>
<td>15</td>
<td>30</td>
<td>15</td>
<td>35</td>
<td>35</td>
<td>35</td>
<td>25</td>
</tr>
<tr>
<td>DRO</td>
<td>Family 203.005</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
</tr>
<tr>
<td>Family Protection</td>
<td>Gov 51.961(a)</td>
<td>15</td>
<td>15</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
<td>15*</td>
</tr>
<tr>
<td>Court Reporter</td>
<td>Gov 51.601(a)</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Jury Management</td>
<td>Gov 51.319(3)</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADR</td>
<td>Civ Prac 152.004</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Indigency</td>
<td>Gov 51.901</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Courthouse Security</td>
<td>LGC 291.007</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>DC Records Preservation</td>
<td>Gov 51.317(b)(4) and (c)(2)</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
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<tr>
<td>Records Management</td>
<td>Gov 51.317(b)(4) and (c)(1)</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Facility</td>
<td>Gov. 51.705(b)</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appellant Judicial Fund</td>
<td></td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Support Fee</td>
<td></td>
<td>12*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sheriff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc. copy/cert. fees</td>
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<td>8</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

**Notes:**
- Fees that only apply to cases involving children are noted with an asterisk (*).
- Travis and Collin County use LGC 133.151 as the authorization for charging $45 for Texas Judicial Fund Fee.

[Image of the page]

Page 84
Challenge

As a part of the New Look Project to reduce the 2005 Dallas County budget by $22,774,500, one of the proposals is to privatize social studies regarding conservatorship issues of children in Family and Juvenile District Courts and eliminate Family Court Services. The Judges would be allowed to pay for court ordered social studies from private practice mental health evaluators for indigent clients. Non-indigent parties would obtain social studies at their own expense.

Background

Family Court Services has been providing court ordered services to Dallas County families since 1965. Currently, there are four primary categories of services: social studies regarding contested conservatorship (custody, visitation, termination of parental rights and grandparent access), uncontested adoption social studies, mediations of contested issues and emergency social studies / interviews with children. The purpose of social studies is to gather information to assist the Courts in determining the best interests of children in litigation regarding conservatorship. A frequent result is assisting the parties to resolve the issues themselves without having to go to a final court hearing.

Courts are increasingly ordering emergency social studies or interviews with children. These cases are usually ordered by the Associate Judges during the preliminary hearings for Temporary Court Orders. These brief assessments are scheduled with a “counselor on call” who sends an email report to the Associate Judge as quickly after the interviews as possible. This service to the Courts has been so useful, that a part-time counselor who specializes in these cases was added to the staff several years ago. At times, the cases terminate court action after this brief assessment and a full social study is not needed. This type of service will not be as feasible with private practitioners located away from the courthouse.

Through the years, the families being evaluated in social studies have become more contentious and present increasingly more issues of violence against children and adults, mental illness and substance abuse. In FY03, services were provided to 2234 children in more than 1600 studies or mediations.
The following percentages of cases had these complexities in FY03 as compared to cases in FY99:

<table>
<thead>
<tr>
<th>Complexity</th>
<th>FY03</th>
<th>FY99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Physical/Sexual Abuse</td>
<td>21.0%</td>
<td>12.3%</td>
</tr>
<tr>
<td>Domestic Violence</td>
<td>27.5%</td>
<td>20.1%</td>
</tr>
<tr>
<td>CPS History</td>
<td>14.3%</td>
<td>7.7%</td>
</tr>
<tr>
<td>Emotional Abuse</td>
<td>26.7%</td>
<td>22.0%</td>
</tr>
<tr>
<td>Alcohol Abuse</td>
<td>21.4%</td>
<td>11.2%</td>
</tr>
<tr>
<td>Drug Abuse</td>
<td>20.4%</td>
<td>2.3%</td>
</tr>
<tr>
<td>Criminal History/Indict.</td>
<td>23.7%</td>
<td>15.5%</td>
</tr>
<tr>
<td>Mental Illness</td>
<td>17.8%</td>
<td>7.6%</td>
</tr>
</tbody>
</table>

Empirical research indicates longer and more conflictual litigation adversely affects children. As addressed in the Target Kids in Court project, many children in these families are likely to require the services of the Juvenile Department, Child Protective Services, Parkland Hospital, law enforcement agencies, mental health facilities and special programs from school districts.

**Private Mental Health Provider Fees**

In a survey of mental health professionals who provide evaluations to the Dallas County Courts on contested cases, fourteen responded to the inquiry of fees charged for studies and testimony. The fees for social studies ranged from $2,500 to $10,000, averaging $4,454. The private practitioners also charge varying amounts for testimony ranging from $100 to $500 per hour, averaging $260 per hour with a three to four-hour minimum. The range for the cost of a study with testimony is from $5,231 to $14,000. As previously stated, the limited income of many of the Family Court Services’ clients would prohibit them from paying these fees.

**Research Findings**

Using a random sample of contested social studies from FY02, the most recent year to have most of the court actions completed, Family Court Services determined that the average reported monthly income of an individual litigant was $2,606. The United States Census Bureau reports the average worker’s monthly income for Dallas County during the same time frame was $3,583. Family Court Services evaluates families who generally would not be able to pay the costs of a private social study, as the average client has an income less than the average Dallas County citizen. Increasingly, the courts have litigants who cannot afford an attorney and represent themselves, “Pro Se.”
At the time this report is being prepared, the number of cases in the Family Courts which have an indigent litigant has not yet been determined. However, if the cost of litigating conservatorship cases increases due to the added increased cost of social studies, it is likely more litigants will submit “Affidavits of an Inability to Pay.”

Using the FY02 random sample, 71% of the Family Court Services cases did not require a judgement from a final trial. The parties entered an agreed order, had a default judgement or the case was dismissed. This may be the most significant benefit to the Dallas County budget and families. If a party to the lawsuit cannot afford to pay for a social study and does not qualify as an indigent, it is expected that litigation will be lengthier and contentious.

Conclusion

Information regarding the number of indigent litigants has not yet been determined. However, the $5,230 to $14,000 reported cost of private studies and testimony is prohibitive for many of the clients currently served by Family Court Services. In fact, the increased expense may prompt an increase in “Affidavits of Inability to Pay” thus raising the number than would qualify now.

Currently, Family Court Services annually provides services for more than 2200 children. Increasingly, these chaotic families experience domestic violence, child abuse, substance abuse, criminal and mental health problems and many of these children are at risk. A significant number of these families would not be able to afford private social studies. It would be expected that the intensity and length of litigation would increase, if these families do not have access to the current services which assisted 71% of the cases in FY02 to resolve.

 Universally, Family Court Services agencies are not self-funding, but there are some actions which could be taken to improve funding for Dallas County Family Court Services. Income could be increased by seeking legislation to either raise the existing fees, or even better, obtain the right for Dallas County to set its own fees. Another approach would be to seek legislation to become a DRO which would give Dallas County control of setting fees and make available additional funding sources. Additionally, it would put Dallas County in line with other Texas Counties with the handling of Child Support and Family Court Services.

Additionally, Family Court Services has been reviewing programs offered elsewhere which address custody and visitation issues quickly and early in the litigation process. Two “quick start” programs being studied are “Early Neutral Evaluation,” developed by Hennepin County Minnesota and “Access Facilitation,” developed by Tarrant County. Both of these programs reduced the need for full social studies and shortened the length of time families are in the legal process in the utilizing counties. In Dallas County such programs would expand the currently successful emergency studies and interviews with children.

Therefore, it is proposed that Dallas County establish a Domestic Relations Office (DRO) which would include Family Court Services. It is further proposed that Family Court Services develop a new “quick start” program in coordination with the District Judges. These proposals will increase funding, facilitate the early resolution of cases and continue providing services to families who would otherwise not be able to afford privatized services.
HUMAN RESOURCES CODE
CHAPTER 152. JUVENILE BOARDS

Sec. 152.0633. DALLAS COUNTY DISTRICT AND COUNTY COURTS ADMINISTRATOR AND COURT SERVICES DEPARTMENT. (a) The district and county courts administrator is the chief administrative officer of the court services department of Dallas County.

(b) The local administrative judge shall appoint and set the salary of the administrator. The administrator serves at the pleasure of the local administrative judge.

(c) The administrator shall supervise the court services department and shall perform the duties and functions assigned by the local administrative judge.

(d) The administrator shall hire the employees of the court services department subject to the approval of the local administrative judge. The administrator may remove an employee at any time subject to the approval of the local administrative judge.

(e) The commissioners court shall pay the salaries and expenses of the department employees as determined by the department budget submitted by the local administrative judge and approved by the commissioners court.

(f) On the request of the judge of a district court in Dallas County, the department shall conduct case studies and report the findings and recommendations to the court.

(g) The department has the duties assigned by the administrator or the local administrative judge and prescribed by this section and Section 152.0634, including the duty to:

(1) collect, receive, disburse, and monitor support payments that are required by court order to be made to the department; and

(2) collect, receive, and deposit the fees authorized under Section 152.0634 or 152.0635.

(h) The department may initiate a contempt action or other action to establish or enforce a court order for child support or to collect a fee authorized under Section 152.0634 or 152.0635, including attorney's fees and court costs. This subsection does not affect the authority of another person to initiate a contempt action or other action to establish or enforce a court order for child support or to collect a fee provided by general law.


Sec. 152.0634. COLLECTION OF SUPPORT PAYMENTS IN DALLAS COUNTY. (a) The district and county courts administrator shall receive and disburse spousal and child support payments.

(b) The administrator shall receive and disburse the payments in the manner the court believes to be in the best interest of the
parties involved in the case. The administrator shall collect a fee for receiving, disbursing, or monitoring the payments as provided by Section 152.0635.

(c) The administrator may obtain from a solvent surety company authorized to make surety bonds in this state a surety bond in an amount set by the commissioners court. The bond shall be conditioned on the faithful performance of the administrator's duties and on the proper accounting of the money entrusted to the administrator. The county shall pay the premium for the bond from the county general fund.

(d) The administrator shall keep an accurate and complete record of money received under this section. The record is open to inspection by the public. The county auditor shall inspect and examine the records and audit the account at least annually. The auditor shall report the results of the audit to the local administrative judge and include any recommendations the auditor may have.

(e) Records relating to spousal or child support and the fees authorized under this section and Section 152.0635 may be maintained, used, and stored by computer, on microfilm, or by any other method of record keeping authorized by the local administrative judge. The courts may take judicial notice of spousal and child support records and fee records.

(f) The local administrative judge may authorize a fee of not more than $2 a page for furnishing copies of the records to payors or payees, or to a person authorized by the payor or payee to receive the copy.


Sec. 152.0635. CHILD SUPPORT AND OTHER FEES IN DALLAS COUNTY.

(a) The district and county courts administrator shall assess and collect a monthly fee of not more than $3 for collecting, disbursing, or monitoring spousal or child support payments. The fee is payable annually and in advance. The local administrative judge shall set the amount of the fee. The court ordering payment shall determine if the payor or payee of the support must pay the fee and may designate a person to collect the fee for the administrator.

(b) The first fee payment is due on the date that the payor or payee is ordered to begin spousal or child support payments. Subsequent annual fees are due on the anniversary of the original payment unless the local administrative judge establishes a different method of receiving the fees.

(c) The judge ordering payment may direct that a fee be assessed against the payee of spousal and child support and may set the fee at a percentage of not more than four percent of the payment collected. The administrator shall collect the fee from
each support payment made through the court services department. The court may designate a person to collect the fee for the administrator. The fee ordered and paid under this subsection is in lieu of a fee under Subsections (a) and (b).

(d) A person who refuses or fails to pay the fee on the date due or in the amount ordered is subject to an action for contempt of court. The action may be brought on the court's own motion or as otherwise provided by law.

(e) The district court ordering the payment may specifically waive the fee for any payor or payee or may exempt from paying a fee a type of payment for which the court determines that collection of a fee would not be practical or in the interest of justice, including:

(1) spousal and child support payments made under an interstate agreement; and

(2) a suit brought by the Texas Department of Human Services.

(f) The judge of a district court in Dallas County that gives preference to juvenile or family law matters may assess a fee of not more than $250 a case for adoption, family, and home study investigations ordered by the judge if the investigation is performed by the court services department or another agency funded by the county. The judge shall set the amount of the fee and the method of payment to be assessed against the parties to the case.

(g) A fee collected under this section shall be sent to the county treasurer. The county treasurer shall deposit the fee in a special fund. The local administrative judge shall administer the fund to assist in the payment of the operating expenses of the court services department and the court masters and referees in the district courts in Dallas County that give preference to juvenile and family law matters including suits under Title 3, Family Code.

(h) The administrator shall keep an accurate and complete record of fees collected and uncollected. The record is open to inspection by the public. The county auditor shall inspect the records and audit the accounts. The auditor shall report the results of the audit to the local administrative judge and include any recommendations the auditor may have.

FAMILY CODE

CHAPTER 203. DOMESTIC RELATIONS OFFICES

Sec. 203.001. DEFINITIONS. In this chapter:
(1) "Administering entity" means a commissioners court, juvenile board, or other entity responsible for administering a domestic relations office under this chapter.
(2) "Domestic relations office" means a county office that serves families, county departments, and courts to ensure effective implementation of this title.

Sec. 203.002. ESTABLISHMENT OF DOMESTIC RELATIONS OFFICE. A commissioners court may establish a domestic relations office.

Sec. 203.003. ADMINISTRATION. (a) A domestic relations office shall be administered:
(1) as provided by the commissioners court; or
(2) if the commissioners court does not otherwise provide for the administration of the office, by the juvenile board that serves the county in which the domestic relations office is located.
(b) The administering entity shall appoint and assign the duties of a director who shall be responsible for the day-to-day administration of the office. A director serves at the pleasure of the administering entity.
(c) The administering entity shall determine the amount of money needed to operate the office.
(d) A commissioners court that establishes a domestic relations office under this chapter may execute a bond for the office. A bond under this subsection must be:
(1) executed with a solvent surety company authorized to do business in the state; and
(2) conditioned on the faithful performance of the duties of the office.
(e) The administering entity shall establish procedures for the acceptance and use of a grant or donation to the office.

Sec. 203.004. POWERS AND DUTIES. (a) A domestic relations office may:
(1) collect and disburse child support payments that are ordered by a court to be paid through a domestic relations registry;
(2) maintain records of payments and disbursements made
under Subdivision (1);
    (3) file a suit, including a suit to:
        (A) establish paternity;
        (B) enforce a court order for child support or for
            possession of and access to a child; and
        (C) modify or clarify an existing child support
            order;
    (4) provide an informal forum in which:
        (A) mediation is used to resolve disputes in an
            action under Subdivision (3); or
        (B) an agreed repayment schedule for delinquent
            child support is negotiated as an alternative to filing a suit to
            enforce a court order for child support under Subdivision (3);
    (5) prepare a court-ordered social study;
    (6) represent a child as guardian ad litem in a suit in
        which:
            (A) termination of the parent-child relationship is
                sought; or
            (B) conservatorship of or access to a child is
                contested;
    (7) serve as a friend of the court;
    (8) provide predivorce counseling ordered by a court;
    (9) provide community supervision services under Chapter
        157;
    (10) provide information to assist a party in
        understanding, complying with, or enforcing the party's duties and
        obligations under Subdivision (3); and
    (11) provide, directly or through a contract, visitation
        services, including supervision of court-ordered visitation,
        visitation exchange, or other similar services.

(b) A court having jurisdiction in a proceeding under this
    title, Title 3, or Section 25.05, Penal Code, may order that child
    support payments be made through a domestic relations office.

(c) A domestic relations office may:
    (1) hire or contract for the services of attorneys to
        assist the office in providing services under this chapter; and
    (2) employ community supervision officers or court
        monitors.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.
 Renumbered from V.T.C.A., Family Code Sec. 203.005 and amended by
 Acts 1995, 74th Leg., ch. 475, Sec. 1, eff. Sept. 1, 1995. Amended
 by Acts 1997, 75th Leg., ch. 702, Sec. 10, eff. Sept. 1, 1997;
 Acts 1999, 76th Leg., ch. 859, Sec. 3, eff. Sept. 1, 1999; Acts
 1999, 76th Leg., ch. 1191, Sec. 1, eff. June 18, 1999; Acts 2001,
 77th Leg., ch. 1023, Sec. 50, eff. Sept. 1, 2001.

Sec. 203.005. FEES AND CHARGES. (a) The administering
    entity may authorize a domestic relations office to assess and
    collect:
        (1) an initial operations fee not to exceed $15 to be
            paid to the domestic relations office on the filing of a suit;
(2) in a county that has a child support enforcement cooperative agreement with the Title IV-D agency, an initial child support service fee not to exceed $36 to be paid to the domestic relations office on the filing of a suit;
(3) a reasonable application fee to be paid by an applicant requesting services from the office;
(4) a reasonable attorney’s fee and court costs incurred or ordered by the court;
(5) a monthly service fee not to exceed $3 to be paid annually in advance by a managing conservator and possessory conservator for whom the domestic relations office provides child support services;
(6) community supervision fees as provided by Chapter 157 if community supervision officers are employed by the domestic relations office;
(7) a reasonable fee for preparation of a court-ordered social study; and
(8) in a county that provides visitation services under Sections 153.014 and 203.004 a reasonable fee to be paid to the domestic relations office at the time the visitation services are provided.

(b) The first payment of a fee under Subsection (a)(4) is due on the date that the person required to pay support is ordered to begin child support, alimony, or separate maintenance payments. Subsequent payments of the fee are due annually and in advance.

(c) The director of a domestic relations office shall attempt to collect all fees in an efficient manner.

(d) The administering entity may provide for an exemption from the payment of a fee authorized under this section if payment of the fee is not practical or in the interest of justice. Fees that may be exempted under this subsection include fees related to:
(1) spousal and child support payments made under an interstate pact;
(2) a suit brought by the Texas Department of Human Services;
(3) activities performed by the Department of Protective and Regulatory Services or another governmental agency, a private adoption agency, or a charitable organization; and
(4) services for a person who has applied for or who receives public assistance under the laws of this state.

(e) A fee authorized by this section for providing child support services is part of the child support obligation and may be enforced against both an obligor and obligee by any method available for the enforcement of child support, including contempt.
78th Leg., ch. 1076, Sec. 1, eff. Sept. 1, 2003.

Sec. 203.006. FUND. (a) As determined by the administering entity, fees collected or received by a domestic relations office shall be deposited in:

(1) the general fund for the county in which the domestic relations office is located; or

(2) the office fund established for the domestic relations office.

(b) The administering entity shall use the domestic relations office fund to provide money for services authorized by this chapter.

(c) A domestic relations office fund may be supplemented as necessary from the county's general fund or from other money available from the county.


Sec. 203.007. ACCESS TO RECORDS; OFFENSE. (a) A domestic relations office may obtain the records described by Subsections (b), (c), (d), and (e) that relate to a person who has:

(1) been ordered to pay child support;

(2) been designated as a possessory conservator or managing conservator of a child;

(3) been designated to be the father of a child; or

(4) executed an acknowledgment of paternity.

(b) A domestic relations office is entitled to obtain from the Department of Public Safety records that relate to:

(1) a person's date of birth;

(2) a person's most recent address;

(3) a person's current driver's license status;

(4) motor vehicle accidents involving a person; and

(5) reported traffic-law violations of which a person has been convicted.

(c) A domestic relations office is entitled to obtain from the Texas Workforce Commission records that relate to:

(1) a person's address;

(2) a person's employment status and earnings;

(3) the name and address of a person's current or former employer; and

(4) unemployment compensation benefits received by a person.

(d) To the extent permitted by federal law, a domestic relations office is entitled to obtain from the national directory of new hires established under 42 U.S.C. Section 653(i), as amended, records that relate to a person described by Subsection (a), including records that relate to:

(1) the name, telephone number, and address of the person's employer;

(2) information provided by the person on a W-4 form;
and

(3) information provided by the person's employer on a Title IV-D form.

(e) To the extent permitted by federal law, a domestic relations office is entitled to obtain from the state case registry records that relate to a person described by Subsection (a), including records that relate to:

(1) the street and mailing address and the social security number of the person;
(2) the name, telephone number, and address of the person's employer;
(3) the location and value of real and personal property owned by the person; and
(4) the name and address of each financial institution in which the person maintains an account and the account number for each account.

(f) An agency required to provide records under this section may charge a domestic relations office a fee for providing the records in an amount that does not exceed the amount paid for those records by the agency responsible for Title IV-D cases.

(g) The Department of Public Safety, the Texas Workforce Commission, or the office of the secretary of state may charge a domestic relations office a fee not to exceed the charge paid by the Title IV-D agency for furnishing records under this section.

(h) Information obtained by a domestic relations office under this section that is confidential under a constitution, statute, judicial decision, or rule is privileged and may be used only by that office.

(i) A person commits an offense if the person releases or discloses confidential information obtained under this section without the consent of the person to whom the information relates. An offense under this subsection is a Class C misdemeanor.

(j) A domestic relations office is entitled to obtain from the office of the secretary of state the following information about a registered voter to the extent that the information is available:

(1) complete name;
(2) current and former street and mailing address;
(3) sex;
(4) date of birth;
(5) social security number; and
(6) telephone number.

November 19, 2004

To: Commissioners Court

Through: Ryan Brown
Budget Officer

From: Shannon Brown
Assistant Budget Officer

Subject: Memorandum of Understanding with the Texas Department of Public Safety for Building Use

Background

The Texas Department of Public Safety (DPS) has made the investigation of identity fraud a priority across the State. The department has created nine positions dedicated to these investigations and assigned two investigators to the Dallas area at this time. The District Attorney’s Office will partner with DPS to create the first Identity Fraud Task Force using these two positions as well as two investigator positions in the District Attorney’s Check Division. The District Attorney is requesting that these positions co-locate with their office at the Frank Crowley Courts Building. The purpose of this briefing is to present a memorandum of understanding for building use and recommend its approval.

Operational Impact

While these positions are State employees, their day-to-day job functions will take place at the Frank Crowley Courts Building. The District Attorney’s Office has identified existing space and furniture within the department’s check division. DPS will provide all computer equipment and supplies for these positions. The department is requesting that these positions have access to a County parking lot.

The District Attorney’s Office receives approximately 400 forgery claims per month. While many of these claims are related to hot check cases, several result in identity theft or forgery charges being filed. The District Attorney’s Office believes these DPS positions will be extremely beneficial to their investigations and assist in creating a statewide network of identity theft investigations.
Financial Impact

This memorandum of understanding does not have a financial impact on Dallas County.

Legal Impact

The Civil Section of the District Attorney’s Office is in the process of reviewing the draft memorandum of understanding for building use (Attachment A). This recommended agreement is very similar to other building use agreements used by Dallas County. The final version of the agreement will be included with the proposed court order for the next scheduled formal agenda if this arrangement is approved.

Recommendation

The Office of Budget and Evaluation recommends the approval of the attached memorandum of understanding with DPS for use of space at the Frank Crowley Courts Building. This space will include the use of two parking spaces.
MEMORANDUM OF UNDERSTANDING
BETWEEN DALLAS COUNTY AND TEXAS DEPARTMENT
OF PUBLIC SAFETY

This Memorandum of Understanding ("MOU") is by and between Dallas County ("County") and the Texas Department of Public Safety ("DPS"), for and in consideration of the mutual covenants and agreements contained herein, and the authority granted by the Texas Government Code, Chapter 791, Interlocal Cooperation Contracts, it is agreed by and between the parties as follows:

A. **Term.** County agrees that DPS may use assigned office space within the Dallas County Criminal District Attorney's Office (the "Premises") for a period of one month, and from month-to-month thereafter, until either party terminates this MOU by giving thirty (30) days prior written notice to the other party.

B. **Consideration.** In consideration for use of the Premises, DPS shall provide personnel to assist County in the investigation and prosecution of identity theft cases and any necessary supplies and equipment for said personnel.

C. **Specific Use.** The Premises shall be occupied and used exclusively for the purpose of DPS business in relation to County, State and Federal programs.

D. **Insurance.** DPS shall maintain during the term of this MOU comprehensive general liability and standard all-risk insurance without cost of contribution from County. Without anyway limiting or restricting the indemnification agreement stated below DPS agrees that it is the intention of the parties hereto that DPS and its insurers bear the entire risk of loss of injury to any person or property because of the Equipment and personnel on County property.

E. **Liability.** DPS covenants and agrees that County shall not be liable to DPS or to their employees, or agents, or to any other person whomsoever, for any injury to person or damage to property, in any way relating to the Equipment and personnel on the Premises, including, but not limited to consequential damages.

F. **Compliance with Laws.** DPS shall keep and maintain the Premises in as good of condition as it was when DPS first took possession, thereof. DPS shall comply with all laws, statutes, ordinances, rules, regulations and orders of any federal, state, municipal, or other government agency. This MOU shall be construed in accordance with the Laws of the State of Texas. Exclusive venue for any legal actions arising hereunder shall lie in Dallas County, Texas.
G. Assignment, Entire Agreement, Independent Parties and Notice. This MOU may not be assigned by DPS. This MOU and all attachments, hereto, constitute the entire agreement between the parties and may not be modified except in writing by mutual agreement. Each party hereto is an independent party and not an employee, agent or joint enterprise of the other. Notice shall be acceptable by facsimile at the following:

**County:**
Margaret Keliher  
Dallas County Judge  
Dallas County  
411 Elm Street, Suite 200  
Dallas, Texas 75202  
214-653-7555 (phone)  
214-653-6586 (fax)

**DPS:**


**COUNTY:**

BY: Margaret Keliher  
County Judge

**DPS:**

BY: XXXXX  
XXXXXX

**RECOMMENDED:**

BY: XXXXX  
XXXXXX

**APPROVED AS TO FORM***:

BY: Robert Schell  
Chief, Civil Section

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
November 15, 2004

To: Ryan Brown

From: Kimberly Key Gilles

Re: Identity Fraud Task Force

According to the Federal Trade Commission, identity fraud is the fastest growing crime in the country. Dallas ranks second in the state and seventh in the nation for identity theft offenses.

The Department of Public Safety has created nine positions, state-wide, to investigate identity fraud. Two of those positions have been assigned to the Dallas area. A proposal has been made for the creation of an Identity Theft Task Force through the cooperative efforts of the Dallas County District Attorney's office and the Department of Public Safety. This partnership will be the first in the state to focus primarily on identity theft crimes and has the potential of being a model for other jurisdictions throughout the state. The task force will consist of the DPS investigators assigned to the Dallas area and the District Attorney investigators assigned to the check division.

District Attorney check investigators receive in excess of 100 forgery claims per week. Many of these claims are unfounded and "theft by check" or "issuance of bad check" charges are filed. A number of these forgery claims, however, are found to be legitimate claims of identity theft or forgery. Utilizing DPS investigators for the forgery and identity theft offenses will greatly enhance these types of cases being investigated, solved, and prosecuted. The residents of this community will greatly benefit from this additional resource.

In order for the task force to operate most efficiently, investigators from these two entities need to be housed together. Existing office space and furniture exists in the check department for these additional personnel. The DPS will provide computers for their investigators and the requisite computer lines already exist in the Crowley building. Thus, there is no cost to Dallas County to allow these individuals to office here. However, parking for these two individuals, is needed in either the South lot or lot C of the Crowley complex.

Request is hereby made for the Budget Office to prepare a briefing for the Commissioners Court to allow two identity fraud investigators from the Texas Department of Public Service to office in the check department of the Dallas County District Attorney's Office and to have parking provided for them.

Thank you for your help with this matter.
November 30, 2004

TRAVEL REQUESTS

1) **DISTRICT CLERK** - requests approval for Sharon Camarillo to attend the District Clerk Imaging Project in Houston, Texas on December 9, 2004: $208 is available in General Fund, District Clerk Department, District Clerk Records Preservation Fund, FY Budget 2004, (00120.4020.21427.2004).

2) **HEALTH & HUMAN SERVICES** - requests approval for:


   c) John Novitski to attend and participate in the 14th Texas HIV/STD Conference in Austin, Texas on December 13-17, 2004: $860 is available in Grant Fund, HIV/AIDS Surveillance Department, Conference Training Account, FY Budget 2004, (00466.08703.02460.2004).

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

MISCELLANEOUS EQUIPMENT

DEPARTMENT: 1023 Communications and Central Services
ITEM: 1 - Standard PC with software ($1,860)
1 - Laser Printer ($470)
ESTIMATED COST: $2,330
FUNDING SOURCE: Major Technology Fund
EXPENDITURE SOURCE: 00195.0.02093.2001.0.92014 (Major Technology Fund, Computer Hardware less than $5,000, FY2001, Computer Replacement Project)
PROPOSED ACTION: The Communications and Central Services Department requests authorization to purchase a standard computer with software and a laser printer. The current computer is slow and requires an upgrade to handle the Oracle upgrade. The current printer has limited memory and requires service numerous times each year. Recommended by the IT Services Department.