DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

October 26, 2004

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New Look Committee Meeting - Commissioners Court

Tuesday, November 9, 2004 @ 1:00pm
   • Community Health & Social Services
   • Justice Administration
   • Law Enforcement
   • Management Services
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: ZACHARY THOMPSON, DIRECTOR
DATE: OCTOBER 26, 2004
SUBJECT: RENEWAL AGREEMENT WITH THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS AND PARKLAND HEALTH & HOSPITAL SYSTEM

BACKGROUND

The University of Texas Southwestern Medical Center at Dallas ("UT Southwestern") and Parkland Health and Hospital System ("PHHS") desires to contract with Dallas County Health and Human Services for the provision of opportunities for third year residents to work with a public health agency, observing inspections in Environmental Health, TB x-rays and examinations; examining babies; and investigating communicable diseases in the Communicable Disease Clinic.

OPERATIONAL IMPACT

There is no operational impact to Dallas County.

LEGAL IMPACT

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

FISCAL IMPACT

There is no financial impact to Dallas County.

PROJECT SCHEDULE

This Agreement shall be effective, October 26, 2004 through September 30, 2005.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Agreement with the University of Texas Southwestern Medical Center at Dallas Family and Community Medicine Program, and Parkland Health and Hospital System, and authorizes the County Judge to sign the Agreement on behalf of Dallas County.

Recommended by:  
Zachary Thompson, Director

C:  
J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor  
Ryan Brown, Budget Officer
MEMORANDUM OF AGREEMENT BETWEEN
DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY HEALTH AND HUMAN SERVICES, AND
THE UNIVERSITY OF TEXAS SOUTHWESTERN
MEDICAL CENTER AT DALLAS, ON BEHALF OF
ITS DEPARTMENT OF FAMILY AND
COMMUNITY MEDICINE, AND PARKLAND
COUNTY OF DALLAS
HEALTH AND HOSPITAL SYSTEM

I. PARTIES

Whereas, the University of Texas Southwestern Medical Center at Dallas ("UT Southwestern") is an agency of the State of Texas, Dallas County Hospital District ("DCHD") d/b/a Parkland Hospital and Health System ("PHHS") is a political subdivision of the State of Texas and DCHD, and Dallas County ("County") is a political subdivision of the State of Texas; and

Whereas, it is the desire of UT Southwestern and PHHS to gain additional public health educational sites for teaching purposes by contracting with County; and

Whereas, UT Southwestern and PHHS recognize that clinical practice under appropriate guidance and supervision is essential for the development of effective skills, clinical judgment, and sense of professional responsibility for the duly registered eligible third-year Residents of the UT Southwestern Department of Family and Community Medicine ("Residents"); and

Whereas, it is the desire of UT Southwestern, PHHS and County to have Residents participate in the clinical experiences in the field of public health at clinics operated by the County and that will be mutually coordinated to enhance the public health education of Residents; and

Whereas, providing Residents with clinical learning experiences at Dallas County Health and Human Services ("DCHHS") will benefit the County as well as serve and further the public purpose; and

Whereas, Residents will continue to receive their regular salaries and benefits from PHHS.

Now, therefore, this Memorandum of Agreement ("MOA") is made and entered into by and between UT Southwestern, an institution of higher education of the State of Texas located at 5323 Harry Hines Boulevard, Dallas, Texas 75390-9067, PHHS located at 5201 Harry Hines Boulevard, Dallas, Texas 75235, and County, on behalf of the Dallas County Health and Human Services (DCHHS), pursuant to the authorities granted by Texas Government Code, Chapter 791 “Interlocal Cooperation Act,” and Texas Health and Safety Code, Chapter 122 “The Powers and Duties of Counties and Municipalities Relating to Public Health,” for providing mutually beneficial public health clinical experiences to Residents.
II. TERM

This MOA shall be effective from October 26, 2004 through September 30, 2005.

III. TERMINATION

Either party may terminate this MOA and any renewal thereof, with or without cause, by written notice to the other party at least thirty (30) days prior to the desired termination date.

IV. UT SOUTHWESTERN'S AND/OR PHHS' RESPONSIBILITIES

A. Plan, implement, and administer the curriculum;

B. Provide information concerning rotation dates, and numbers of Residents, beginning on the date requested by County;

C. Furnish the names of Residents assigned to County's facility;

D. Provide an Academic Coordinator for the clinical training to assist with instruction and evaluation;

E. Ensure that the Residents have professional liability insurance;

F. Provide information, advice and consultation on clinical training/education

G. Maintain close contact with relevant County personnel during clinical rotations to evaluate the Residents and determine that County is fulfilling its obligations to the Residents;

H. Cooperate and see that Residents abide by all County and DCHHS rules, regulations, policies and procedures;

I. Provide an appropriate instrument for evaluation of the clinical experience, and familiarize both Residents and clinical instructors in the use of this instrument;

J. Require each Resident to complete and submit to County prior to starting his/her rotation at DCHHS a copy of the "Release and Waiver of Claims," attached hereto as "Exhibit A," and incorporated herein for all purposes; and

K. Require each Resident to read, sign and submit to County prior to starting his/her rotation at DCHHS a copy of the "Workforce Confidentiality Agreement," attached hereto as "Exhibit B," and incorporated herein for all purposes.

V. COUNTY'S RESPONSIBILITIES

A. Provide the clinical experience under the supervision of qualified personnel who meet the relevant industry's minimum standards;
B. Provide staff and related resources necessary to implement the clinical learning experiences of the Residents;

C. Appoint a County representative to serve as coordinator of the clinical education, whose responsibilities will be to ensure the following:

1. Orient the Residents to each particular Dallas County program;

2. Plan the learning experiences;

3. Evaluate each Resident's performance; and

4. Provide the orientation and supervision of clinical instructors.

VI. MUTUAL ASSURANCES

A. The number of Residents assigned to the clinical rotation shall accommodate the administrative needs and schedules of the residency and County's programs;

B. Except as stated otherwise in this MOA, there shall be no financial obligation between UT Southwestern and County, nor between PHHS and County;

C. The parties shall inform each other of changes in personnel actively involved in the clinical training/education;

D. Any one of the three parties may discontinue the clinical rotation term of a Resident for any reason, following consultation between the parties' appropriate representatives and after following appropriate due process procedures;

E. Residents will be assigned without regard to race, religion, sex, creed or national origin;

F. No Resident shall be considered the agent or employee of County;

G. County retains exclusive control of County's premises, operations, and all aspects of patient services.

H. UT Southwestern shall provide to County satisfactory evidence that each Resident is free from contagious disease prior to Resident's placement at DCHHS;

1. Each Resident shall be required to pass any health examination required and administered by County, including drug and alcohol screening tests;

2. Resident shall immediately notify his or her Supervisor at DCHHS if the Resident is exposed to blood or body fluids during training at DCHHS through a needle stick, splash, laceration or other high-risk exposure;
I. In the event of a notification by Resident of his or her exposure to blood or body fluids during training at DCHHS through a needle stick, splash, laceration or other high-risk exposure, DCHHS shall:

1. Complete an occurrence report in accordance with County policy;

2. Send a copy of the occurrence report to the Chairman of the UT Southwestern Department of Family and Community Medicine;

3. Provide or arrange for the provision of immediate evaluation and treatment for such exposure as recommended in accordance with the Center for Disease Control guidelines. Resident shall be responsible for the cost and follow-up treatment involving Resident.

VII. INDEMNIFICATION

A. County, PHHS and UT Southwestern agree that each shall be responsible for its own negligent acts or omissions or other tortuous conduct in the course of performance of this MOA, without waiving any sovereign immunity available to County, PHHS or UT Southwestern under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

B. In Consideration for the opportunity to participate in this on-site public health education, each Resident shall fully complete and deliver to County a copy of the “Release and Waiver of Claims,” which is attached hereto as “Exhibit A” and incorporated herein for all purposes. County reserves the right to review and accept or reject such Release and Waiver of Claims. The Resident shall not be permitted or allowed to participate under this MOA unless such “Release and Waiver of Claims” has been received and approved by County.

VIII. INSURANCE

A. UT Southwestern and PHHS agree that they will at all times during the term of this MOA maintain in full force and effect self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. UT Southwestern and PHHS shall furnish (upon request) to County with satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that UT Southwestern and PHHS will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

B. It is the intent of these provisions that insurance cover all cost allowed by Texas law so that County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this MOA and that the Residents’ liabilities are similarly covered at the DCHHS site as they would be at any of the other PHHS or UT Southwestern’s training sites.
Minimum insurance is a condition precedent to any work performed under this MOA and for the entire term of this MOA, including any renewals or extensions. If any of the minimum insurance required under this MOA lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County shall withhold any and all payments due UT Southwestern and PHHS until UT Southwestern and PHHS demonstrate compliance with the MOA requirements and provide security satisfactory to County for the potential liability resulting from the lack of required insurance. This provision shall survive the MOA termination. Such insurance of UT Southwestern and PHHS shall provide, at a minimum, the following coverages:

1. **Workers' Compensation Self-Insurance.** Meeting the statutory requirements of the Texas Workman's Compensation Act;

2. **Resident's Health Insurance.** UT Southwestern and PHHS shall require and Resident shall have and maintain during the full term of any participation under this MOA health insurance that will include, but not limited to, evaluation and treatment for any exposure to blood or body fluids in accordance with the Center for Disease Control guidelines, any bodily injuries and all follow-up or other medical or psychological treatment resulting from such exposure. Such insurance shall be provided at the sole cost and expense of the Resident, PHHS or UT Southwestern. UT Southwestern, PHHS and Resident agree to waive subrogation and insurance policy shall contain a waiver of subrogation against County;

3. **Professional Liability Insurance.** Pursuant to The University of Texas System Professional Medical Liability Benefit Plan, UT Southwestern and PHHS will maintain coverage in the amounts of $100,000 per claim and $300,000 annual aggregate covering the duties performed under and during the term of this MOA by UT Southwestern Residents, with certificates of insurance evidencing such coverage to be provided to the County.

4. **General Liability.** Because UT Southwestern is an agency of the State of Texas, liability for the tortuous conduct of the agents and employees of UT Southwestern (other than medical liability of medical staff physicians) is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

5. **Comprehensive Automotive Liability Insurance.** Covering UT Southwestern owned vehicles, with the minimum limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per accident for bodily injury and One Hundred Thousand and 00/100 Dollars ($100,000) per accident for property damages.

C. UT Southwestern and/or PHHS shall notify County in the event of any change in coverage and shall give such notices not less than forty-five (45) days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance.

D. Approval, disapproval or failure to act by the County regarding any insurance supplied by UT Southwestern and PHHS shall not relieve UT Southwestern nor PHHS, respectively, of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the UT Southwestern or PHHS from liability.
IX. CONFIDENTIALITY

UT Southwestern, and PHHS, including without limitation the Residents, shall safeguard and adhere to all confidentiality, privacy and security requirements according to the applicable federal, State and local rules and regulations for all information, including without limitation HIV/AIDS-related information, accessed while performing under this MOA. UT Southwestern, PHHS and its Residents shall become familiar with and shall adhere to DCHHS’ policies and procedures regarding information confidentiality, privacy and security. Each Resident shall read, sign and submit to DCHHS a copy of the “Workforce Confidentiality Agreement,” which is attached hereto as “Exhibit B” and incorporated herein for all purposes. The Resident shall not be permitted or allowed to participate in this MOA unless such “Workforce Confidentiality Agreement” has been received and approved by County.

X. NOTICE

Any notice or certification required or permitted to be delivered under this MOA shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

Zachary Thompson, Director  
Dallas County Health & Human Svcs.  
2377 N. Stemmons Freeway  
Dallas, Texas 75207-2710

John F. Gates, Sr. VP & CFO  
Parkland Health & Hospital System  
5201 Harry Hines Blvd.  
Dallas, Texas 75235

Shelley Roaten, Jr., M.D., Chair  
Univ. TX Southwestern Medical Ctr.  
Dept. Family & Community Med.  
5323 Harry Hines Blvd.  
Dallas, Texas 75390-9067

COPY TO:

Shawn Cohenour, Director  
Univ. TX Southwestern Medical Ctr.  
Office of Contracts Management  
5323 Harry Hines Blvd.  
Dallas, Texas 75390-9062

XI. ENTIRE AGREEMENT AND AMENDMENT

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

XII. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this MOA shall be held and construed to include any other gender any words in the singular shall include the
plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this MOA.

XIII. SEVERABILITY

If any provision of this MOA is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

XIV. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this MOA, the obligations of the County under this MOA is expressly contingent upon the availability of funding for each item and obligation for the term of the MOA and any pertinent extensions. Neither UT Southwestern nor PHHS shall have a right of action against County in the event County is unable to fulfill its obligations under this MOA as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this MOA or failure to budget or authorize funding for this MOA during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this MOA as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this MOA by written notice to UT Southwestern and PHHS at the earliest possible time prior to the end of its fiscal year.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this MOA are cumulative, and either party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

XVI. SOVEREIGN IMMUNITY

This MOA is expressly made subject to UT Southwestern’s, PHHS’ and County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal Laws. This MOA and all pertinent matters shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XVII. COMPLIANCE OF LAWS AND VENUE

In providing services required by this MOA, UT Southwestern and PHHS must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations.
XVIII. RELATIONSHIP OF PARTIES

UT Southwestern and PHHS, including their Residents, agents, or employees, are independent contractors and not agents, servants, joint enterprisers, joint venturers, or employees of the County. UT Southwestern, PHHS and County agree and acknowledge that each entity shall be 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 MOA.

XIX. SIGNATORY WARRANTY

UT Southwestern, PHHS and County represent that each has the full right, power and authority to enter and perform this MOA in accordance with all of the terms and conditions, and that the execution and delivery of MOA have been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this MOA.

Executed this __________ day of ___________________________ 2004.

COUNTY:

BY: Margaret Keliher
    County Judge

Recommended:

BY: Zachary Thompson
    Director, DCHHS

UT SOUTHWESTERN:

BY: Robert J. Alpern, M.D.
    Dean, Southwestern Medical School

BY: Shelley Roaten, Jr., M.D.
    Professor, Chair & Program Director

PHHS

BY:

*Approved as to Form:

BY: Bob Schell
    Chief, Civil Division
    Assistant District Attorney

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*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).
EXHIBIT A: RELEASE AND WAIVER OF CLAIMS

Background. Dallas County ("County"), on behalf of the Dallas County Health and Human Services Department, and the University of Texas Southwestern Medical Center at Dallas ("UT Southwestern"), on behalf of the Department of Family and Community Medicine, and Parkland Health & Hospital System ("PHHS") have entered into a Memorandum of Agreement ("MOA") to provide a setting for the undersigned registered eligible third-year Resident of the UT Southwestern Department of Family and Community Medicine ("Resident"), to gain clinical experience in the field of public health ("Program").

Release and Waiver of Claims. The undersigned Resident, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County, including its officers and employees, 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, 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), whether known or unknown, 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 the MOA and/or the performance of, attempted performance of, or failure to perform, operation or work by Resident, or by County, its contractors, or its subcontractors, and/or any other person or entity. 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.

Resident's Warranty and Certification. Resident warrants and certifies by his/her signature below that:

1) Resident is over eighteen (18) years of age and fully qualified;
2) Resident has read the full text of this document; and
3) This Release and Waiver of Claims shall be binding upon the Resident, his/her heirs, successors, assigns, administrators and executors.

Printed Name of Resident ___________________________ Signature of Resident ___________________________

Sworn to and Subscribed before me on this ______ day of ______________________ 200___

Notary Public in and for the State of Texas ___________________________

My Commission Expires (SEAL) ___________________________
EXHIBIT B: WORKFORCE CONFIDENTIALITY AGREEMENT (AGREEMENT)

I understand that Dallas County Health and Human Services ("DCHHS"), including its employees/assignees/affiliates, has a legal and ethical responsibility to maintain the privacy and confidentiality of individual information, protected health information (PHI), or information related to or held by DCHHS, including obligations to protect and safeguard the confidentiality and privacy of such information.

By signing this document, I understand and I agree that:

- I am familiar, or shall become familiar within a reasonable time period, with DCHHS' policies and procedures.

- I shall maintain and safeguard the confidentiality of my personal access code(s), user identification(s), access key(s) and/or password(s) used to access computer systems or other equipment. Should I discover that the confidentiality of my access code(s), user identification(s), access key(s), and/or password(s) has been compromised, I will immediately change it as well as notify my supervisor.

- I shall not access or view any information other than what is required to do my job. If I have any question about whether access to certain information is required for me to do my job, I shall immediately consult the DCHHS policies and procedures and/or ask my supervisor for clarification.

- I shall not use or disclose, orally, in writing, electronically or otherwise, any individual information, PHI, or information related to or held by DCHHS unless such use or disclosure complies with DCHHS' policies and procedures, the federal and State laws, and is required for the performance of my job. I understand the possible methods of unauthorized use and disclosure include, but are not limited to, unauthorized transmissions, electronic or manual removals or transfers, copies (on any medium), inquiries, modifications, or purging of information.

- I shall not discuss or reveal any individual information, PHI, or information related to or held by DCHHS in an area where unauthorized individuals may hear or see such information, even if specifics, such as an individual’s name, are not used. I understand that possible areas to keep in mind include, but are not limited to, hallways, elevators, cafeteria, public transportation, restaurants, and social events.

- I shall not make inquiries about any information for any person or party, including, but not limited to, any family member, a friend, a third party, an employee or associate of DCHHS, who does not have proper authorization to access such information.

- I shall immediately return all property, including, but not limited to, keys, documents, and ID badges to DCHHS upon termination (with or without cause) of my employment/assignment/affiliation with DCHHS.

- My obligations under this Agreement regarding individual information, PHI, or information related to or held by DCHHS shall survive or continue after the termination (with or without cause) of my employment/assignment/affiliation with DCHHS.

- Any violation by me of this Agreement may result in disciplinary action, up to and including termination of my employment/assignment/affiliation with DCHHS and/or suspension, restriction or loss of privileges, in accordance with DCHHS' policies, as well as potential personal civil and criminal legal liabilities.

- Any individual information, PHI, or information and records related to or held by DCHHS that I access or view at DCHHS do not belong to me.

By my signature below, I acknowledge that I have read and understand this Agreement in its entirety and I agree to comply with all of the above stated terms as a condition of my employment/assignment/affiliation.
October 20, 2004

TO: Commissioners Court
THROUGH: Jeffrey J. Barnard, M.D., Director and Chief Medical Examiner
FROM: Cathy Causey Self, Forensic Coordinator
SUBJECT: Updated Memorandum of Understanding from the Bureau of Alcohol, Tobacco, Firearms and Explosives for the National Integrated Ballistic Information Network

Background

On June 26, 2001, the Commissioners Court approved a Memorandum of Understanding (MOU) between Dallas County and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for participation in the National Integrated Ballistic Information Network (NIBIN). At that time, the Institute of Forensic Sciences transitioned to the NIBIN program from another federally sponsored program, DRUGFIRE, which had been in operation since FY96.

The original MOU was to remain in effect for the duration of the NIBIN program, unless amended by either party with the concurrence of the other. The ATF has provided an updated MOU to allow continued participation by Dallas County in the NIBIN program (see Attachment A).

The purpose of this briefing is to review the key points of the amended MOU, discuss the changes in the agreement, and to provide a recommendation regarding Commissioners Court approval of the MOU.

Impact on Operations: NIBIN Program

NIBIN activities are carried out by the Firearms/Toolmarks unit of the Criminal Investigation Laboratory. The NIBIN database consists of information derived from bullets and cartridge cases from crime scenes, and test firings from confiscated weapons. After examination of the ballistic evidence submitted by law enforcement agencies and entry of relevant information into the database, the Firearms Examiners use the system to perform an automatic comparison of key ballistic features to identify entries with like characteristics. Potential matches derived from NIBIN searches are confirmed using standard forensic firearms comparison procedures, which includes the microscopic examination of the actual evidence items.

Our Firearms Examiners have associated two or more previously unrelated cases using NIBIN (or its predecessor, DRUGFIRE) more than 100 times. These “hits” -- the association of previously unrelated offenses -- are useful for law enforcement agencies in their investigation of crimes involving firearms.
NIBIN Memorandum of Understanding

The MOU developed by the ATF for forensic laboratory participation in NIBIN establishes and defines the partnership between the County and the ATF regarding implementation and management of the NIBIN program. The key operational points of the agreement are outlined below:

- The stated purpose of the NIBIN program is to assist law enforcement agencies in combating firearms-related violence through the use of technology to compare images of ballistic evidence (projectiles and cartridge casings) obtained from crime scenes and recovered firearms.
- The information eligible for entry into NIBIN is limited to the imaging of ballistic evidence and firearms data associated with crimes. No point of manufacture, importation, sale, or law enforcement-issued firearms ballistic information may be stored in NIBIN.
- The ATF is responsible for the provision, installation and maintenance of NIBIN equipment deployed at the Institute, and the equipment remains the property of the ATF and the U.S. Government. The ATF retains the right to remove NIBIN equipment from the Institute.
- The Institute is responsible for provision of personnel to operate the NIBIN equipment. The MOU does not require the hiring of any new personnel.
- The Institute must comply with federal security requirements for NIBIN users, which includes a criminal background check and a fingerprint check.
- The ATF and the Institute agree to adhere to standardized procedures and policies related to evidence handling, data entry, and information sharing and protection.
- The Institute’s NIBIN activities are subject to audit by the ATF and other federal government agencies.
- The Institute must provide ATF with periodic reports that will be used to evaluate the success of the program.

Changes to the MOU

The changes to the MOU primarily are organizational. The amended MOU includes headers to identify section subjects, the addition of a non-disclosure agreement, and incorporates an appendix, which includes most of the key operational requirements of the program. The MOU also includes new language in the Security Requirements section mandating criminal background and fingerprint checks, both of which currently are performed by the Institute as part of our normal hiring process. Other language changes in the MOU relate to a new requirement that a NIBIN participant agency must have a “technical person on staff capable of performing forensic microscopic comparison of bullet and cartridge evidence” and that volunteers must satisfy the same requirements as other users of NIBIN equipment. The new agreement includes an Audit section that discusses who will be audited, who may conduct the audits, and the scope of a typical audit.

The Chief of Physical Evidence and Firearms/Toolmarks unit staff have reviewed the amended MOU and discussed the changes with the ATF NIBIN representative for this area. It is their assessment that the requirements imposed by the amended MOU represent no change from current NIBIN practices and/or are consistent with current Institute procedures (e.g., criminal background checks and fingerprint checks).
Legal Issues

The amended MOU was sent to the Civil Section of the District Attorney’s Office for review and approval. The review by Civil Section staff identified four items that needed to be corrected. This information was forwarded to the ATF, which only agreed to make one of the corrections to the agreement (the County Judge’s name was misspelled). It is the position of the ATF that they are unable to individually negotiate the NIBIN agreements due to the large number of participants in the program (more than 300 agencies). As a result, the Civil Section does not recommend approval of the agreement for the following reasons:

1. Key portions of the agreement now are in the appendix as opposed to the old agreement where they were in the main body of the MOU. The Incorporation of Appendix section of the MOU gives the ATF unilateral authority to change the terms of the Appendix. The Institute should have advance notice of any changes before they are implemented, and would be better protected if the following language was added to that paragraph: “Proposed changes to the Appendix will be given to SWIFS 30 days prior to implementation of the changes for approval or disapproval by SWIFS. In the event SWIFS does not approve the proposed changes, SWIFS has the right to terminate the agreement according to the termination provisions in the above paragraph.”

2. The language in the Liability section should be changed to the following: “SWIFS, not waiving any rights or its sovereign immunity, hereby agrees to the extent allowed by the Texas Torts Claim Act and the Texas Constitution, to assume any damage, injury, or harm of any sort caused by the operation and use of any NIBIN equipment or related to the use and interpretation of any information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NIBIN program.”

3. The MOU does not include a term. The first paragraph should be revised to include a term as follows: “This Memorandum of Understanding (MOU) is an automatically renewing annual contract entered into by…”

Recommendation

The Institute believes that the NIBIN program provides a valuable resource for the investigation of firearms-related crimes by law enforcement agencies, and that is important to continue our participation in this program. Although we agree with the MOU changes recommended by the Civil Section, it is our assessment that the potential benefits of NIBIN participation outweigh the risks posed by accepting the MOU without the changes. Therefore, the Institute recommends that the Commissioners Court approve the amended MOU with the ATF for continued participation in the NIBIN program and that the County Judge be authorized to execute the MOU and necessary related documents on behalf of Dallas County.

xc: Bob Schell, Chief, District Attorney Civil Section
Judge Margaret Keliher  
Southwestern Institute of Forensic Science  
411 Elm Street, 2nd floor  
Dallas, Texas 75202

Dear Judge Keliher:

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), National Integrated Ballistic Information Network (NIBIN) Program Office, has enclosed the new original MOU with the change to the spelling of your name on page 3. We apologize for this error. Please sign the MOU and send it to Special Agent in Charge Ronnie A. Carter, Bureau of Alcohol, Tobacco, Firearms and Explosives, 1114 Commerce Street, Dallas, TX 75242, as soon as possible.

If you have any questions, please feel free to contact your NIBIN Regional Coordinator, David Kriegbaum at 469-227-4360.

Sincerely yours,

[Signature]
Chief, NIBIN Branch

Enclosure

Cc: Special Agent in Charge Donnie A. Carter  
    NIBIN Regional Coordinator David Kriegbaum  
    NIBIN Coordinator Dan Kellett
MEMORANDUM OF UNDERSTANDING
Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and
the Southwestern Institute of Forensic Science Regarding the
National Integrated Ballistic Information Network

This Memorandum of Understanding (MOU) is entered into by the U.S. Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the Southwestern Institute of Forensic Science, hereinafter collectively referred to as "the parties." The MOU establishes and defines a partnership between the parties that will result in the installation, operation, and administration of ATF integrated ballistics imaging systems for the collection, analysis, and dissemination of crime gun data through ATF's National Integrated Ballistic Information Network (NIBIN) Program at the Southwestern Institute of Forensic Science.

AUTHORITY

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, the Gun Control Act of 1968 (as amended), 18 U.S.C. Chapter 44.

BACKGROUND

Violent crimes are being committed with firearms in the United States. A firearm leaves unique, identifiable characteristics on expelled ammunition. Firearms, expended bullets, and cartridge casings associated with crimes are currently being collected and maintained as evidence by law enforcement agencies. The ATF NIBIN Program assists Federal, state, and local law enforcement agencies in combating firearms-related violence through the use of Integrated Ballistics Identification System (IBIS) technology to compare images of ballistic evidence (projectiles and cartridge casings) obtained from crime scenes and recovered firearms.

SCOPE

Participation in this program is expressly restricted to the ballistic imaging of firearms data associated with crimes. NIBIN equipment provided and deployed by ATF to other Federal, State, or local law authorities may be used only for imaging of ballistic evidence and test fires of firearms taken into law enforcement custody.

NIBIN equipment deployed by ATF to Federal, state, or local authorities shall not be used to capture or store ballistic images acquired at the point of manufacture, importation, sale, or for law enforcement issued firearms not associated with crimes. Nothing in this MOU shall preclude State or local parties from capturing or storing such information in local ballistic
imaging systems, provided that such local imaging systems shall not be connected to NIBIN without ATF’s specific written approval, which must be consistent with current ATF authorization and appropriations restrictions and policy.

APPLICABLE LAWS

The applicable statutes, regulations, directives and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it.

Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF.

This MOU does not grant any funding whatsoever. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

MODIFICATIONS AND TERMINATIONS

This MOU shall not affect any pre-existing or independent relationships or obligations between the parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Except as provided herein, this MOU may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the thirtieth calendar day following notice, unless a later date is agreed upon.

If either party terminates this MOU, ATF will retain its interest in the NIBIN equipment and in the electronically stored information contained in the database. ATF agrees to provide to the Southwestern Institute of Forensic Science an electronic copy of the data collected by the Southwestern Institute of Forensic Science.

INCORPORATION OF APPENDIX

The Appendix to this MOU includes definitions of terms used; requirements concerning NIBIN equipment; usage, movement, and removal of the equipment; Rapid Brass Identification (RBI) users and host Data Acquisition System (DAS) sites; maintenance of the equipment; security requirements; audits; personnel and training; and coordination of NIBIN efforts. Because these requirements may change over time due to technological advances, security enhancements, budgetary matters, and so forth, the Appendix may be occasionally updated. Parties to the MOU agree and understand that the Appendix is incorporated by reference as if fully stated herein. Execution of the MOU constitutes agreement to abide by the requirements and protocols set forth in the Appendix.
SIGNATORIES

The terms and conditions of this MOU will be considered accepted in their entirety upon the signature by ATF Special Agent in Charge Ronnie A. Carter and Judge Margaret Keliher representing the Southwestern Institute of Forensic Science.

LIABILITY

The Southwestern Institute of Forensic Science hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by the operation and use of any NIBIN equipment or related to the use and interpretation of any information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NIBIN Program.

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

AGREEMENT

ATF and the Southwestern Institute of Forensic Science hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NIBIN Program.

In witness thereof, the parties have hereby executed this MOU this ____ day of ___________ , ______.

Special Agent in Charge
Bureau of Alcohol, Tobacco, Firearms and Explosives
Dallas Field Division

Honorable Margaret Keliher
Southwestern Institute of Forensic Science
Dallas, Texas 75202

Chief, NIBIN Branch
Bureau of Alcohol, Tobacco, Firearms and Explosives
Appendix

TERMS

ATF – Bureau of Alcohol, Tobacco, Firearms and Explosives, a bureau within DOJ.

Bullets – Designated calibers of projectiles fired from rifles, revolvers and pistols.

Cartridge Casings – Designated metal casings from cartridges fired from rifles and revolvers and ejected from pistols.

Correlation – Automated data comparison of signature images to a database.

Crime Gun – A firearm that has been taken into police custody pursuant to a bonafide law enforcement investigation.

IBIS System – Any and all portions of an integrated/automated ballistic image processing system specifically defined as Integrated Ballistics Identification System (IBIS). This includes all the hardware and software that performs the complete function and/or generates data reports of results on the comparison of images of ballistic evidence (bullets and cartridge casings) obtained from crime scenes and recovered firearms.

NIBIN Equipment refers to integrated ballistics imaging, analysis, and information processing equipment wholly owned and provided by ATF.

NIBIN Network – An ATF designed and maintained system of interconnected computer systems and terminals used in support of the NIBIN Program and the IBIS System.

NIBIN Program – the management and administration of NIBIN, including the installation and utilization of the NIBIN equipment.

Security Requirements – Types and levels of protection necessary for equipment, data, information, applications, and facilities to meet security policies.

Security Policies – The set of laws, rules, directives and practices that regulate how an organization manages, protects and distributes controlled information.

Volunteers – Individuals who have chosen to perform gratuitous services and have entered into an agreement with the local NIBIN partner agency addressing all issues of confidentiality, costs and a waiver of all claims against the Federal government.
EQUIPMENT REQUIREMENTS

The Southwestern Institute of Forensic Science hereby agrees and acknowledges that all NIBIN equipment installed and maintained by ATF shall remain the property of ATF and the U.S. Government.

ATF agrees to provide, install and maintain NIBIN equipment deployed to the Southwestern Institute of Forensic Science for use by the Southwestern Institute of Forensic Science and any other law enforcement agencies served by or in partnership with the Southwestern Institute of Forensic Science. The Southwestern Institute of Forensic Science may provide access to the NIBIN equipment under its operational control to any other law enforcement agency only pursuant to a written agreement in which such other law enforcement agency agrees to the same restrictions placed upon the Southwestern Institute of Forensic Science by this MOU. However, the Southwestern Institute of Forensic Science agrees to assume full liability and responsibility for the administration of such access.

Should the installation of the NIBIN equipment require physical construction at the site, the Southwestern Institute of Forensic Science will be responsible for such construction and any costs associated therein.

MOVEMENT OF NIBIN EQUIPMENT

Any movement of the NIBIN equipment after the initial installation must be accomplished with prior written approval of ATF and at the expense of the Southwestern Institute of Forensic Science.

In the event of unauthorized movement, alteration, damage, or destruction of any NIBIN equipment caused by its employees, contractors, or any other person under its control, the Southwestern Institute of Forensic Science agrees to assume the cost of replacement or repairs of the equipment.

The Southwestern Institute of Forensic Science agrees to report to ATF, within 5 working days, any incident involving an unauthorized movement, alteration, damage, or destruction of ATF-owned NIBIN equipment; any unauthorized use of NIBIN equipment; or the unauthorized release of data related to the NIBIN Program.

RAPID BRASS IDENTIFICATION (RBI) USERS AND HOST DATA ACQUISITION SYSTEM (DAS) SITES

ATF will provide and support primary communication lines necessary for connecting NIBIN equipment to the NIBIN network. The Southwestern Institute of Forensic Science agrees to assume complete liability and responsibility for the installation, use, and maintenance of any ancillary communication lines supporting an RBI system under its control.
MAINTENANCE OF NIBIN EQUIPMENT

ATF will maintain all NIBIN equipment furnished to the Southwestern Institute of Forensic Science and repair or replace inoperable or outdated equipment in an expeditious manner, subject to availability and funding. However, maintenance and repairs required as the result of unauthorized movement, alteration, damage, or destruction will not be assumed by ATF. The Southwestern Institute of Forensic Science agrees not to make or cause to be made any repairs, alterations, movements, additions, improvements, replacements, etc., to the NIBIN equipment not expressly authorized by ATF in advance, and further agrees to exercise due care in every respect to prevent movement, damage, destruction, or misuse of the equipment.

ATF further agrees to provide appropriate upgrades to the NIBIN equipment or related software in an expeditious manner, subject to availability and funding.

SECURITY REQUIREMENTS

The Southwestern Institute of Forensic Science will comply with all ATF, DOJ or other Federal security requirements related to the NIBIN equipment, NIBIN program, personnel, or NIBIN network. These requirements are set forth under NIBIN security policies. ATF will promptly notify the Southwestern Institute of Forensic Science should these requirements change.

The Southwestern Institute of Forensic Science agrees to conduct criminal background checks, including fingerprint checks, on all users of NIBIN DAS and RBI equipment. Upon successful completion of these background checks and at least 30 days before the user is given access to the equipment, the Southwestern Institute of Forensic Science will notify the NIBIN Branch in writing, to verify that the user is cleared.

REMOVAL OF NIBIN EQUIPMENT

ATF retains the right to remove the NIBIN equipment upon (1) its determination that the equipment is being neglected or misused; (2) or is not being used to a reasonable degree; (3) receipt of written notification of the termination of the participation of the Southwestern Institute of Forensic Science in the NIBIN Program; (4) termination of the NIBIN Program by ATF; (5) the cancellation of this MOU by ATF; or (6) failure to comply with any obligations or requirements set forth in this MOU. If ATF intends to remove the NIBIN equipment from the Southwestern Institute of Forensic Science, ATF will provide written notice not less than 10 business days prior to the removal of the equipment.

AUDITS

ATF and the Southwestern Institute of Forensic Science acknowledge their understanding that the operations described in this MOU are subject to audit by ATF; the Department of Justice,
Office of the Inspector General; the General Accounting Office; and other auditors designated by
the U.S. Government. Such audits may include reviews of any and all records, documents,
reports, accounts, invoices, receipts, or other evidence of expenditures related to this MOU and
the NIBIN Program.

Further, all parties hereby agree to allow auditors to conduct one or more in-person interviews of
any and all personnel the auditors have determined may have knowledge relevant to transactions
performed or other matters involving this MOU and the NIBIN Program.

The Southwestern Institute of Forensic Science hereby acknowledges its understanding that, for
accounting purposes, the principles and standards for determining costs shall be governed by the
policies set forth in the Office of Management and Budget (OMB) Circular A-87, revised
(available via the OMB, the Superintendent of Documents at the U.S. Government Printing
Office, or via the Internet at http://www.whitehouse.gov/omb/circulars/a087/a087-all.html.)

PERSONNEL AND TRAINING

Prior to the execution of this MOU and equipment installation, the Southwestern Institute of
Forensic Science agrees to provide sufficient personnel to operate the equipment. This MOU
should not be construed to require the hiring of any new personnel, except at the discretion of the
Southwestern Institute of Forensic Science. If the Southwestern Institute of Forensic Science
determines that additional personnel resources are required, all costs associated with this hiring
will be borne by the Southwestern Institute of Forensic Science. Volunteers must satisfy the
same requirements as other users of the NIBIN equipment, and be properly trained, qualified and
approved in advance by ATF.

The Southwestern Institute of Forensic Science will ensure that only trained, cleared and
qualified personnel operate the ATF-owned NIBIN equipment and that only trained and qualified
instructors use the NIBIN equipment for the training of new personnel. Training must be
conducted by ATF or ATF-authorized personnel.

Use of the NIBIN equipment will be under the management and control of the Southwestern
Institute of Forensic Science.

Contingent on sufficient funding, ATF agrees to provide training for users of the NIBIN
equipment at the discretion of ATF.

USAGE OF NIBIN EQUIPMENT

The Southwestern Institute of Forensic Science shall enter all crime gun firearms evidence
recovered by law enforcement into the NIBIN system, particularly firearms evidence recovered
from violent crime scenes. ATF also encourages inclusion of all test-fired evidence from seized
firearms. In addition, because certain calibers (including .25 auto, .32 auto, .380 auto, 9mm,
.38/.357, 10 mm/.40 S&W, and .45 auto) make up the vast majority of crime guns, the Southwestern Institute of Forensic Science will image as much recovered and test-fired evidence from such firearms as is practical. Nothing in the MOU precludes the Southwestern Institute of Forensic Science from entering test-fired evidence from firearms of additional calibers.

COORDINATION

ATF and the Southwestern Institute of Forensic Science agree to adhere to standardized procedures and policies for collecting, handling, documenting, transporting, and preserving firearms, bullets, casings, and any similar evidence submitted for analysis and input into the NIBIN equipment.

ATF and the Southwestern Institute of Forensic Science similarly agree to adhere to standardized procedures and policies for the source data collection, input, exchange, and protection of information, to include information as to the location where ballistics evidence was collected, the circumstances under which it was collected, and all crimes to which the firearm(s) or other ballistics evidence is linked. The Southwestern Institute of Forensic Science agrees to abide by all applicable non-disclosure requirements ATF imposes. An example of these requirements can be found in ATF F 8800.2.

ATF and the Southwestern Institute of Forensic Science agree to cooperate in the development and implementation of data entry protocols and quality assurance procedures for the NIBIN Program. ATF further agrees to cooperate with all participants in the NIBIN Program to establish model standards, protocols, and procedures for the users of the network equipment and system. Such protocols will be applicable as they are implemented.

The Southwestern Institute of Forensic Science will require all participating law enforcement agencies to adhere to the protocols, procedures, policies, and quality assurance standards as established above.

The Southwestern Institute of Forensic Science agrees to provide ATF with monthly reports outlining historical, statistical, and case adjudication information on the use, and results of the use, of the NIBIN equipment and the related services provided by ATF and the manufacturer of the equipment. Additionally, the Southwestern Institute of Forensic Science agrees to provide ATF with an estimate of the overall percentage of recovered and test-fired evidence available that was entered into the NIBIN system at the end of each calendar year. Such information will be gathered for the purpose of informing the law enforcement community, other Government agencies, Congress, and the public on the successes of the NIBIN Program. Additionally, ATF will use the information to attempt to collect data for results-oriented performance measures.
I, ____________________________, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. § 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of contract employment with the ATF. This approval will permit me conditional access to certain information, more specifically defined as (e.g., documents, memoranda, reports, testimony, deliberations, maps, drawings, schematics, plans, assessments, etc.) and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Bureau of Alcohol, Tobacco and Firearms (ATF) has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to Treasury by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by ATF that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to ATF for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on my assigned project or in order for ATF to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remuneration, and enhancements that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of ATF, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at ATF, to be placed in secure storage unless it is determined by ATF officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, ATF officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in sealed in secure storage at ATF.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of ATF.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying me conditional access to ATF’s information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offense.

9. Unless and until I am provided a written release by ATF from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on my assigned project, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1962 (50 U.S.C. 421 et seq.); (governing disclosures that would expose unclassified government agents), and the statutes which protect against disclosures that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into the Agreement and are controlling.

14. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Contractor's Signature

Date

This Agreement was accepted by the undersigned on behalf of ATF as a prior condition of conditional access to sensitive but unclassified information.

Bureau of Alcohol, Tobacco and Firearms

Date
October 26, 2004

TO: The Honorable Commissioners Court

FROM: Mary Stephens, Buyer

SUBJECT: Annual Contract for Body Armor, Bid No. 2003-160-1413

BACKGROUND/ISSUE
Dallas County Commissioners Court has approved a new/revised Vendor Insurance requirement policy (Court Order No. 2003-1792). The above reference contract will need to be amended to be in compliance with the newly adopted policy. It is requested that the following contract be amended:

Bid No. 2003-160-1413, Annual Contract for Body Armor, as awarded to Dallas Public Safety Supply for the period November 11, 2003 through November 10, 2004. This coverage is not required because the items that are delivered to the County are shipped via common carrier.

This is a request to waive the automobile and workers compensation insurance requirement pursuant to the County's revised Vendor Insurance requirement policy.

FINANCIAL IMPACT
Dallas County Auditor's is withholding payment in the amount of $21,682.30 to Dallas Public Safety Supply.

RECOMMENDATION
The Purchasing Department recommends that the automobile and workers compensation coverage is waived in accordance with Court Order 2003-1792 and payment of all invoices being held by the Auditor's office be released.

Should the Commissioners Court concur with this recommendation, a Court Order has been prepared for this agenda.

Approved by:

[Signature]
Phillip J. Vasquez, Purchasing Director

[c: Virginia Porter, Auditor's Office
File]
October 26, 2004

TO: The Honorable Commissioners Court
FROM: Gloria Reyes, Buyer

SUBJECT: ANNUAL CONTRACT FOR LOCAL TELEPHONE SERVICE (T-1)
BID #2002-010-1006

BACKGROUND/ISSUE

On October 30, 2001, the Dallas County Commissioners Court awarded the Annual Contract for Local Telephone Service (T-1), Bid #2002-010-1006 to XO Communications for a two-year period. The contract was extended for a second twelve month period on November 4, 2003 by Court Order #2003-2044. The Communications and Central Services Department has requested that the contract be extended for an additional twelve month period.

XO Communications has performed satisfactorily and has agreed to extend the contract for the period November 1, 2004 through October 31, 2005.

INSURANCE AND M/WBE COMPLIANCE

XO Communications has provided the necessary and compliant insurance documents to conform to the bid specifications as outlined in Bid #2002-010-1006. In addition, XO Communications has provided Dallas County with an updated EEO1 form for your review.

FINANCIAL IMPACT

The estimated annual cost of this contract is $127,893.00 and funding is available through the general fund budget.

RECOMMENDATION

The Purchasing Department, in conjunction with the Communications and Central Services Department, recommends the extension of Bid #2002-010-1006, Annual Contract for Local Telephone Service (T-1) for the period November 1, 2004 through October 31, 2005. The extension is based on existing terms, conditions and pricing set forth in the original bid award.

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

Recommended for Approval:

Phillip J. Vasquez, Purchasing Director

C: Chris Thompson, Communications & Central Services
# ACORD Certificate of Liability Insurance

**Producer:**
Frank Crystal & Co., Inc.
40 Broad Street
New York, NY 10004
212 344-2444

**Insured:**
XO Texas, Inc.
1300 Mockingbird Lane - Ste 200
Dallas, TX 75247

**Insurer A:**

**Insurer B:**
Factory Mutual Insurance Company

**Coverages:**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

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<td>BODILY INJUR Y (Per person): $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident): $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident): $</td>
</tr>
<tr>
<td><strong>A</strong></td>
<td><strong>Excess Liability</strong></td>
<td><strong>TE06401893</strong></td>
<td>10/01/04</td>
<td>10/01/05</td>
<td>EACH OCCURRENCE: $25,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE: $25,000,000</td>
</tr>
<tr>
<td><strong>A</strong></td>
<td><strong>Workers' Compensation and Employers' Liability</strong></td>
<td><strong>WVA6403333</strong></td>
<td>10/01/04</td>
<td>10/01/05</td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
<tr>
<td><strong>B</strong></td>
<td><strong>Other Property</strong></td>
<td><strong>LP463</strong></td>
<td>05/01/04</td>
<td>05/01/05</td>
<td>ALL RISK, REPLACEMENT COST</td>
</tr>
</tbody>
</table>

**Description of Operations/Location/Vehicles/Exclusions Added by Endorsement/Special Provisions:**
Telco Services At: Multiple sites here in Dallas County.

**Certificate Holder:**
The County of Dallas
509 Main Street, RM 623
Dallas, TX 75202-0000

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability upon the insurer, its agents or representatives.

Authorized Representative: [Signature]
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
October 26, 2004

TO: The Honorable Commissioners Court

FROM: Mary Stephens, Buyer

SUBJECT: Annual Contract for Newspaper Advertising, Bid No. 2005-005-1581

BACKGROUND/ISSUE
On October 11, 2004, by authorization of the Dallas County Commissioners Court, solicitations were opened for the Annual Contract for Newspaper Advertising, Bid No. 2005-005-1581. The newspaper contract will be utilized countywide to place legal and public notices and Bids/RFP solicitations. Four bids were received with bid pricing as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bid Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Lawyer</td>
<td>$4.00/per column inch</td>
</tr>
<tr>
<td>Daily Commercial Record, Inc.</td>
<td>$6.29/per column inch</td>
</tr>
<tr>
<td>El Extra Spanish Language</td>
<td>$10.00/per column inch</td>
</tr>
<tr>
<td>The Dallas Weekly Admast Publishing Co.</td>
<td>$16.66/per column inch</td>
</tr>
</tbody>
</table>

The bid is not being recommended for award to the lowest vendor, Texas Lawyer for the following reason.

The bid specifications required the newspaper or print publication to be published and distributed locally (within Dallas County) on the daily basis (Monday through Friday). Newspapers or printed publications published on the weekly, biweekly, monthly, quarterly, or semi-annually are unacceptable (will not be accepted.)

Due to the various alternating days of our advertisement, Texas Lawyer paper is a weekly paper; therefore they do not meet the written bid specification requirements.

FINANCIAL IMPACT
Daily Commercial Record, Inc. (current contractor) submitted bid price of $6.29 per column inch, this represent an increase of $0.24 over their current contracted price.

RECOMMENDATION
It is the recommendation of the Purchasing Department that the Dallas County Commissioners Court award Bid No. 2005-005-1581, Annual Contract for Newspaper Advertising to Daily Commercial Records.

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

Approved by:

Phillip J. Vasquez, Purchasing Director

509 Main Street, Suite 623  
Dallas, Texas 75202-4616  
Office (214) 653-7431
October 26, 2004

TO: The Honorable Commissioners Court

FROM: Mary Stephens, Buyer

SUBJECT: Interpreter Services

A request for proposal has been written seeking solicitations from professional language firms to provide courtroom interpretation services for Dallas County. The contract is based on twelve-month period with the option to renew for five additional one-year periods. The rating criteria and points assigned are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Total Cost of Services</td>
<td>50</td>
</tr>
<tr>
<td>II. Ability to Deliver Required Services</td>
<td>10</td>
</tr>
<tr>
<td>(Minimum Staff Required)</td>
<td></td>
</tr>
<tr>
<td>III. Quality Assurance Program</td>
<td>10</td>
</tr>
<tr>
<td>IV. Training Program</td>
<td>10</td>
</tr>
<tr>
<td>V. References</td>
<td>5</td>
</tr>
<tr>
<td>VI. M/WBE Compliance and Participation</td>
<td>15</td>
</tr>
</tbody>
</table>

The proposals will be evaluated and scored by representatives from the following county departments; Criminal District Courts Manager, County Criminal Courts Manager, District Attorney, Auditor and Purchasing. The M/WBE Officer will solely review and score Category VI: M/WBE Compliance and Participation. Upon conclusion of the evaluations and scoring, a briefing will be submitted to the Commissioners Court with an award recommendation.

BACKGROUND/ISSUE

On May 20, 2003 the Dallas County Commissioners Court was briefed on entering into a personal services contract with license interpreters. On June 3, 2003, the Dallas County Commissioners Court with Court Order 2003-980 approved a pilot program for licensed Interpreter services to be administered by the Dallas County Purchasing Department.

The primary users of the contract are Dallas County Courts (criminal, civil, juvenile and JP’s along with the Sheriff’s Department).

Since the origin of the pilot program on August 1, 2003 through October 11, 2004, approximately 2036 service assignment requests for interpreter services were performed through the pilot program.
October 26, 2004
Page 2
Interpreter Services

The Purchasing Department has received complaints from several County Courts and the District Attorney's Office regarding the pilot program. The primary complaints from end users are: 1) not enough interpreters to service the county, 2) not being able to provide interpreters for all languages as requested, and 3) misinterpretations (translation being incorrect).

The average number of interpreters utilized by Dallas County on a daily basis is approximately fifteen (15). The Purchasing Department is operating with nine (9) interpreters. Of those nine interpreters 5 of them are stationed at the Truancy and Juvenile courts all day, leaving a total of 4 interpreters to service the Dallas County Courts.

THE LAW
During the 77th Legislature Session, House Bill 2735 (Government Code, Title 2, Subtitle D, Chapter 57, Administered by the Texas Department of Licensing and Regulation) was passed which requires courts in counties of greater than 50,000 population to appoint licensed court interpreters for people who can not comprehend (or speak) English in court proceedings.

FINANCIAL IMPACT
For the period August 1, 2003 through October 14, 2004, Dallas County's total expenditures for the above reference contract (pilot program) was approximately $421,745.10. Dallas County has spent an additional $53,418.00 for translations/Interpretations service with other vendors at a rate of $60.00 per hour.

RECOMMENDATION:
It is the recommendation of the Purchasing Department that the Commissioners Court approved the attached Request for Proposal for Licensed/Certified Court Interpreters and authorizes the Purchasing Department to advertise solicitations in accordance with local procurement laws.

Should the Court concur with this recommendation the Request for Proposal for Licensed/Certified Court Interpreters will be solicited based on this briefing document.

Approved by:

[Signature]
Phillip J. Vasquez, Purchasing Director
October 20, 2004

Memorandum

To: Allen Clemson
Commissioners Court Administrator

From: Virginia A. Porter
County Auditor

Subject: Rationale for Same Date Briefing and Court Order

Due to stringent reporting requirements of V.T.C.A., Code of Criminal Procedure, Paragraph 59.06 (g) which requires certified reports to be filed within 30 days after the fiscal year end, it is recommended that the court approve accepting the audit reports and certifying the court order with an effective date of October 26, 2004. Therefore, we are requesting that both the briefing and court order be allowed during the same court session.

attachments
October 20, 2004

Memorandum

To: Allen Clemson
Commissioners Court Administrator

From: Virginia A. Porter  
County Auditor

Subject: Chapter 59 Filing

FY2004 audits were performed according to state requirements as contained in V.T.C.A., Code of Criminal Procedure, Article 59.06 (g). The certified reports are to be delivered to the Special Crimes Division of the Office of the Attorney General no later than 30 days after the end of the fiscal year. According to statute, this audit shall be completed annually by the Commissioners Court on a form provided by the Office of the Attorney General. The Chapter 59 audits include a review of the proceeds and property from criminal seizures or forfeitures by Dallas County’s law enforcement agencies filed by the Dallas County District Attorney’s Office.

We ask Commissioners Court to certify the attached documents.

Forfeiture and seizure records included in the audit were for:

91001 - Constable Precinct No. 4 Confiscated Funds  
91003 - Constable Precinct No. 5 Confiscated Funds  
91042 - Narcotics Seizure (Sheriff Department)  
91043 - Constable Precinct No. 1-A Confiscated Funds  
91045 - Sheriff Department/Operation Service Bureau  
91049 - Constable Precinct No. 2 Confiscated Funds
  Constable Precinct No. 1 (no activity)  
  Constable Precinct No. 3 (no activity)

(Attachment A)
(Attachment B)
(Attachment C)
(Attachment D)
(Attachment E)
(Attachment F)
(Attachment G)
(Attachment H)

attachments
FY 2004  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Constable 4 (Project 91001)</th>
<th>Reporting Period:</th>
<th>10/01/03 - 09/30/04</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Mailing Address:</td>
<td>630 W. Main Street</td>
<td>(local fiscal year)</td>
<td>ex: 01/01/04 - 12/31/04, 09/01/03 to 08/31/04 etc.</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>972-262-3059</td>
<td>County:</td>
<td>Dallas</td>
</tr>
</tbody>
</table>

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

| Amount | $ 7,599 |

B) Seized Funds

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.

| Amount | $ 0 |

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

| Amount | $ 0 |

2) Amount Forfeited to and Received by Reporting Agency (including interest)

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

| Amount | $ 0 |

3) Amount Returned to Defendants

| Amount | $ 0 |

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.
<table>
<thead>
<tr>
<th>Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.</th>
<th>SEIZED</th>
<th>FORFEITED TO AGENCY</th>
<th>PUT INTO USE BY AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>2) REAL PROPERTY (Count each parcel seized as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>5) Other Property:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5): $0-

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount): $0-

B. Vehicles - (should be a number not a currency amount): 0-

C. Other - (should be a number not a currency amount): 0-

V. Interest Earned on Forfeited Funds During Reporting Period

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g., the District Attorney’s account. Do not include interest earned on seized but not yet forfeited funds.

V. Interest Earned on Forfeited Funds During Reporting Period: $0-

VI. Interest Earned on Seized Funds During Reporting Period

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.

V. Interest Earned on Seized Funds During Reporting Period: $0-
VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$ 0</td>
</tr>
<tr>
<td>Overtime</td>
<td>$ 0</td>
</tr>
<tr>
<td>Equipment (includes vehicles, computers &amp; software, maintenance costs, etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Supplies (includes cellular air time, miscellaneous commodities)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Travel</td>
<td>$ 0</td>
</tr>
<tr>
<td>Training</td>
<td>$ 0</td>
</tr>
<tr>
<td>Paid to or Shared with Cooperating Agency</td>
<td>$ 791</td>
</tr>
<tr>
<td>Confidential Informant Payments</td>
<td>$ 0</td>
</tr>
<tr>
<td>Prevention / Treatment Programs</td>
<td>$ 0</td>
</tr>
<tr>
<td>Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Other: (attach additional sheets if necessary)</td>
<td></td>
</tr>
<tr>
<td>Description: Court Costs &amp; Fees</td>
<td>$ 281</td>
</tr>
<tr>
<td>Description: Publication Expenses</td>
<td>$ 451</td>
</tr>
<tr>
<td>Description: Attorney Ad Litem</td>
<td>$ 800</td>
</tr>
</tbody>
</table>

TOTAL EXPENDITURES: $ 2,323

CERTIFICATION

NAME OF AGENCY OFFICIAL: Margaret Keliher

TITLE: County Judge

SIGNATURE: ________________________________

DATE: ________________________________

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

renae.grav@oag.state.tx.us
(512)305-8822

Audit completed by Dallas County Auditor
WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

1) Airport Police
2) City Attorney*
3) City Marshal
4) Constables
5) County Attorney
6) District Attorneys
7) Fire Departments / Fire Marshal
8) Hospital Districts
9) Police Departments
10) Public Universities and Junior Colleges
11) School Districts with Police Departments
12) Sheriff Departments
13) State Agencies
14) Task Forces
15) Water Districts

* City attorneys are only required to fill out this form if their city has a population over 250,000.

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

Simply fill out the forms with zeros and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 30 days after the end of the agency's fiscal year except for District Attorneys. District Attorney reports are due 30 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.
FY 2004
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Constable 5 (Project 91003)  
Reporting Period: (local fiscal year)  
10/01/03 - 09/30/04  
ex: 01/01/04 - 12/31/04,  
09/01/03 to 08/31/04 etc.

Agency Mailing Address:  
410 S. Beckley  
Dallas, Tx 75203

Phone Number:  
214-943-1765  
County:  
Dallas

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds:

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency’s account or in your agency’s possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) Seized Funds:

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency’s account or in your agency’s possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency’s seizure account to your agency’s forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney’s account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency:

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest):

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants:

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under “Proceeds Received by Reporting Agency from Sale of Above-Listed Property” (see below) in the reporting year in which the proceeds are received.
<table>
<thead>
<tr>
<th>Number</th>
<th>Property Description</th>
<th>Seized</th>
<th>Forfeited to Agency</th>
<th>Put into Use by Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Motor Vehicles (include cars, motorcycles, tractor trailers, etc.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>2</td>
<td>Real Property (Count each parcel seized as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>3</td>
<td>Computers (Include computer and attached system components, such as printers and monitors, as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>4</td>
<td>Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
</tbody>
</table>

**III.** Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5). $ -0-

**INSTRUCTIONS:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

**IV.** Forfeited Property and Proceeds Received From Another Agency

**INSTRUCTIONS:** Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount) $ -0-

B. Vehicles - (should be a number not a currency amount) -0-

C. Other - (should be a number not a currency amount) -0-

**V.** Interest Earned on Forfeited Funds During Reporting Period $ -0-

**INSTRUCTIONS:** Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney’s account. Do not include interest earned on seized but not yet forfeited funds.

**VI.** Interest Earned on Seized Funds During Reporting Period $ -0-

**INSTRUCTIONS:** Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.
**VII. Expenditures**

**INSTRUCTIONS:** List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$0</td>
</tr>
<tr>
<td>Overtime</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment (includes vehicles, computers &amp; software, maintenance costs, etc.)</td>
<td>$1186</td>
</tr>
<tr>
<td>Supplies (includes cellular air time, miscellaneous commodities)</td>
<td>$0</td>
</tr>
<tr>
<td>Travel</td>
<td>$0</td>
</tr>
<tr>
<td>Training</td>
<td>$0</td>
</tr>
<tr>
<td>Paid to or Shared with Cooperating Agency</td>
<td>$0</td>
</tr>
<tr>
<td>Confidential Informant Payments</td>
<td>$0</td>
</tr>
<tr>
<td>Prevention / Treatment Programs</td>
<td>$0</td>
</tr>
<tr>
<td>Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)</td>
<td>$0</td>
</tr>
<tr>
<td>Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)</td>
<td>$0</td>
</tr>
<tr>
<td>Other: (attach additional sheets if necessary)</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>$</td>
</tr>
<tr>
<td>Description</td>
<td>$</td>
</tr>
<tr>
<td>Description</td>
<td>$</td>
</tr>
<tr>
<td>Other Total</td>
<td>$1,186</td>
</tr>
</tbody>
</table>

**CERTIFICATION**

**NAME OF AGENCY OFFICIAL:** Margaret Keliher

**TITLE:** County Judge

**SIGNATURE:**

**DATE:**

**RETURN COMPLETED FORM TO:**

Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)336-1348
FAX (512)494-8283

date 01/31/04
FREQUENTLY ASKED QUESTIONS

WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

1) Airport Police
2) City Attorney* 
3) City Marshal
4) Constables
5) County Attorney
6) District Attorneys 
7) Fire Departments / Fire Marshal
8) Hospital Districts
9) Police Departments
10) Public Universities and Junior Colleges
11) School Districts with Police Departments
12) Sheriff Departments
13) State Agencies
14) Task Forces
15) Water Districts

* City attorneys are only required to fill out this form if their city has a population over 250,000.

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

Simply fill out the forms with zeros and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 30 days after the end of the agency’s fiscal year except for District Attorneys. District Attorney reports are due 30 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.
FY 2004
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Sheriff (Project 91042)</th>
<th>Reporting Period: (local fiscal year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Mailing Address:</td>
<td>133 N. Industrial Blvd.</td>
<td>10/01/03 - 9/30/04</td>
</tr>
<tr>
<td></td>
<td>Dallas, TX 75207</td>
<td>ex: 01/01/04 - 12/31/04, 09/01/03 to 08/31/04 etc.</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>214-653-3450</td>
<td></td>
</tr>
<tr>
<td>County:</td>
<td>Dallas</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds................................................................. $ 154,795

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) Seized Funds................................................................. $ 27,000

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency............................................ $ 21,340

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest).................................................. $ 5,460

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants.............................................. $ 18,427

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.
<table>
<thead>
<tr>
<th>Description</th>
<th>Seized</th>
<th>Forfeited to Agency</th>
<th>Put into Use by Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)</td>
<td>4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2) REAL PROPERTY (Count each parcel seized as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>5) Other Property:</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property:</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property:</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5). $0

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to its being transferred to your agency.

A. Proceeds - (should be a dollar amount). $0

B. Vehicles - (should be a number not a currency amount). 0

C. Other - (should be a number not a currency amount). 0

V. Interest Earned on Forfeited Funds During Reporting Period. $2,258

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g., the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized Funds During Reporting Period. $207

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.
VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the “Other” category.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$0</td>
</tr>
<tr>
<td>Overtime</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment (includes vehicles,</td>
<td>$19,655</td>
</tr>
<tr>
<td>computers &amp; software, maintenance</td>
<td></td>
</tr>
<tr>
<td>costs, etc.)</td>
<td></td>
</tr>
<tr>
<td>Supplies (includes cellular air</td>
<td>$10,903</td>
</tr>
<tr>
<td>time, miscellaneous</td>
<td></td>
</tr>
<tr>
<td>commodities)</td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>$567</td>
</tr>
<tr>
<td>Training</td>
<td>$0</td>
</tr>
<tr>
<td>Paid to or Shared with Coordinating</td>
<td>$1,342</td>
</tr>
<tr>
<td>Agency</td>
<td></td>
</tr>
<tr>
<td>Confidential Informant Payments</td>
<td>$0</td>
</tr>
<tr>
<td>Prevention / Treatment Programs</td>
<td>$0</td>
</tr>
<tr>
<td>Facility Costs (building purchase,</td>
<td>$0</td>
</tr>
<tr>
<td>lease payments, remodeling,</td>
<td></td>
</tr>
<tr>
<td>maintenance fees, etc.)</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Fees (bank account</td>
<td>$0</td>
</tr>
<tr>
<td>service charges, insurance, audit</td>
<td></td>
</tr>
<tr>
<td>fees, witness fees, etc.)</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td>$4,383</td>
</tr>
</tbody>
</table>

**TOTAL EXPENDITURES:** $36,850

---

**CERTIFICATION**

**NAME OF AGENCY OFFICIAL:** Margaret Keliher

**TITLE:** County Judge

**SIGNATURE:**

**DATE:**

**RETURN COMPLETED FORM TO:**
Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

raccoon-mjg@ag.state.tx.us
(512)936-1348

kent.richardson@ag.state.tx.us
(512)936-1348

Audit completed by Dallas County Auditor
FREQUENTLY ASKED QUESTIONS

WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

1) Airport Police
2) City Attorney*
3) City Marshal
4) Constables
5) County Attorney
6) District Attorneys
7) Fire Departments / Fire Marshal
8) Hospital Districts
9) Police Departments
10) Public Universities and Junior Colleges
11) School Districts with Police Departments
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14) Task Forces
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* City attorneys are only required to fill out this form if their city has a population over 250,000.

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN’T SEIZE ANY ASSETS - WHAT DO I DO?

Simply fill out the forms with zeros and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 30 days after the end of the agency's fiscal year except for District Attorneys. District Attorney reports are due 30 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.
FY 2004
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Constable 1A (Project 91043) Reporting Period: 10/01/03 - 09/30/04
Agency Mailing Address: 7201 S. Polk
Dallas, Tx 75232
Phone Number: 972-228-0006 County: Dallas

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance
A) Forfeited Funds
INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

$ 360

B) Seized Funds
INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.

$ 0-

II. Seizures and Forfeiture Receipts during Reporting Period
A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency
INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

$ 0-

2) Amount Forfeited to and Received by Reporting Agency (including interest)
INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency. Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

$ 0-

3) Amount Returned to Defendants

$ 0-

B) Other Property
List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.
<table>
<thead>
<tr>
<th></th>
<th>SEIZED</th>
<th>FORFEITED TO AGENCY</th>
<th>PUT INTO USE BY AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>2) REAL PROPERTY (Count each parcel seized as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
</tbody>
</table>

5) Other Property:
   Description: ____________________________________________

Other Property:
   Description: ____________________________________________

Other Property:
   Description: ____________________________________________

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5) ________________________________ $ 0-

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount) ________________________________ $ 0-

B. Vehicles - (should be a number not a currency amount) ________________ 0-

C. Other - (should be a number not a currency amount) ________________ 0-

V. Interest Earned on Forfeited Funds During Reporting Period ________________________________ $ 0-

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized Funds During Reporting Period ________________________________ $ 0-

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.
### VII. Expenditures

**INSTRUCTIONS:** List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the “Other” category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$ 0</td>
</tr>
<tr>
<td>Overtime</td>
<td>$ 0</td>
</tr>
<tr>
<td>Equipment (includes vehicles, computers &amp; software, maintenance costs, etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Supplies (includes cellular air time, miscellaneous commodities)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Travel</td>
<td>$ 0</td>
</tr>
<tr>
<td>Training</td>
<td>$ 0</td>
</tr>
<tr>
<td>Paid to or Shared with Cooperating Agency</td>
<td>$ 0</td>
</tr>
<tr>
<td>Confidential Informant Payments</td>
<td>$ 0</td>
</tr>
<tr>
<td>Prevention / Treatment Programs</td>
<td>$ 0</td>
</tr>
<tr>
<td>Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Other:</strong> (attach additional sheets if necessary)</td>
<td></td>
</tr>
<tr>
<td>Description:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES:</strong></td>
<td>$ 0</td>
</tr>
</tbody>
</table>

#### CERTIFICATION

**NAME OF AGENCY OFFICIAL:** Margaret Keliher  
**TITLE:** County Judge  
**SIGNATURE:**  
**DATE:**  

**RETURN COMPLETED FORM TO:** Office of the Attorney General  
Criminal Law Enforcement Division, ATTN: Kent Richardson  
P.O. Box 12548  
Austin, TX 78711-2548  
kent.richardson@oag.state.tx.us  
(512)353-1348  
FAX (512)494-8283

Audit completed by Dallas County Auditor
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3) City Marshal
4) Constables
5) County Attorney
6) District Attorneys
7) Fire Departments / Fire Marshal
8) Hospital Districts
9) Police Departments
10) Public Universities and Junior Colleges
11) School Districts with Police Departments
12) Sheriff Departments
13) State Agencies
14) Task Forces
15) Water Districts

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WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.
FY 2004
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Sheriff (Project 91045) Reporting Period: 10/01/03 - 09/30/04
Agency Mailing Address: Frank Crowley Courts Bldg.
133 N. Industrial Blvd.
Dallas, Tx 75207
Phone Number: 214-653-3450
County: Dallas

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency’s account or in your agency’s possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

$ 154

B) Seized Funds

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency’s account or in your agency’s possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency’s seizure account to your agency’s forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney’s account.

$ -0-

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

$ -0-

2) Amount Forfeited to and Received by Reporting Agency (including interest)

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency. Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

$ -0-

3) Amount Returned to Defendants

$ -0-

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.
<table>
<thead>
<tr>
<th></th>
<th>SEIZED</th>
<th>FORFEITED TO AGENCY</th>
<th>PUT INTO USE BY AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) MOTOR VEHICLES</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>2) REAL PROPERTY</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>3) COMPUTERS</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>4) FIREARMS</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>5) Other Property</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property:</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property:</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5) $ 0- 

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

<table>
<thead>
<tr>
<th></th>
<th>$ 0-</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Proceeds - (should be a dollar amount)</td>
<td></td>
</tr>
<tr>
<td>B. Vehicles - (should be a number not a currency amount)</td>
<td></td>
</tr>
<tr>
<td>C. Other - (should be a number not a currency amount)</td>
<td></td>
</tr>
</tbody>
</table>

V. Interest Earned on Forfeited Funds During Reporting Period $ 0- 

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g., the District Attorney’s account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized Funds During Reporting Period $ 0- 

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.
VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditures under the “Other” category.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$0</td>
</tr>
<tr>
<td>Overtime</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment (includes vehicles, computers &amp; software, maintenance costs, etc.)</td>
<td>$0</td>
</tr>
<tr>
<td>Supplies (includes cellular air time, miscellaneous commodities)</td>
<td>$0</td>
</tr>
<tr>
<td>Travel</td>
<td>$0</td>
</tr>
<tr>
<td>Training</td>
<td>$0</td>
</tr>
<tr>
<td>Paid to or Shared with Cooperating Agency</td>
<td>$0</td>
</tr>
<tr>
<td>Confidential Informant Payments</td>
<td>$0</td>
</tr>
<tr>
<td>Prevention / Treatment Programs</td>
<td>$0</td>
</tr>
<tr>
<td>Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)</td>
<td>$0</td>
</tr>
<tr>
<td>Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)</td>
<td>$0</td>
</tr>
</tbody>
</table>

Other: (attach additional sheets if necessary)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Other Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

TOTAL EXPENDITURES: $0

CERTIFICATION

NAME OF AGENCY OFFICIAL: Margaret Kelther

TITLE: County Judge

SIGNATURE:

DATE:

RETURN COMPLETED FORM TO:
Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

renee.grav@texas.gov
(512)305-8822

kent.richardson@texas.gov
(512)936-1348
FAX (512)494-8283

Audit completed by Dallas County Auditor [Signature]
WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

1) Airport Police  
2) City Attorney*  
3) City Marshal  
4) Constables  
5) County Attorney  
6) District Attorneys  
7) Fire Departments / Fire Marshal  
8) Hospital Districts  
9) Police Departments  
10) Public Universities and Junior Colleges  
11) School Districts with Police Departments  
12) Sheriff Departments  
13) State Agencies  
14) Task Forces  
15) Water Districts

* City attorneys are only required to fill out this form if their city has a population over 250,000.

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

Simply fill out the forms with zeros and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 30 days after the end of the agency's fiscal year except for District Attorneys. District Attorney reports are due 30 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.
FY 2004
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Constable 2 (Project 91049) Reporting Period: 10/01/03 - 09/30/04
Agency Mailing Address: 305 N. Fifth St. ex: 01/01/04 - 12/31/04, Garland, Tx. 75040, 09/01/03 to 08/31/04 etc.
Phone Number: 972-494-1494
County: Dallas

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency’s account or in your agency’s possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

$ 0

B) Seized Funds

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency’s account or in your agency’s possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency’s seizure account to your agency’s forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney’s account.

$ 4,321

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

$ 8,352

2) Amount Forfeited to and Received by Reporting Agency (including interest)

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

$ 9,440

3) Amount Returned to Defendants

$ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under “Proceeds Received by Reporting Agency from Sale of Above-Listed Property” (see below) in the reporting year in which the proceeds are received.
Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

<table>
<thead>
<tr>
<th></th>
<th>SEIZED</th>
<th>FORFEITED TO AGENCY</th>
<th>PUT INTO USE BY AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2) REAL PROPERTY (Count each parcel seized as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>0</td>
</tr>
<tr>
<td>3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>5) Other Property: Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property: Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property: Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5).

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount). $1,088

B. Vehicles. - (should be a number not a currency amount). -0-

C. Other. - (should be a number not a currency amount). -0-

V. Interest Earned on Forfeited Funds During Reporting Period.

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

$ -0-

VI. Interest Earned on Seized Funds During Reporting Period.

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.

$ -0-
VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the “Other” category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$ -0-</td>
</tr>
<tr>
<td>Overtime</td>
<td>$ -0-</td>
</tr>
<tr>
<td>Equipment (includes vehicles, computers &amp; software, maintenance costs, etc.)</td>
<td>$ -0-</td>
</tr>
<tr>
<td>Supplies (includes cellular air time, miscellaneous commodities)</td>
<td>$ 448</td>
</tr>
<tr>
<td>Travel</td>
<td>$ -0-</td>
</tr>
<tr>
<td>Training</td>
<td>$ 1,256</td>
</tr>
<tr>
<td>Paid to or Shared with Cooperating Agency</td>
<td>$ 1,920</td>
</tr>
<tr>
<td>Confidential Informant Payments</td>
<td>$ -0-</td>
</tr>
<tr>
<td>Prevention / Treatment Programs</td>
<td>$ -0-</td>
</tr>
<tr>
<td>Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)</td>
<td>$ -0-</td>
</tr>
<tr>
<td>Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)</td>
<td>$ -0-</td>
</tr>
<tr>
<td>Other: (attach additional sheets if necessary)</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>$</td>
</tr>
<tr>
<td>Description</td>
<td>$</td>
</tr>
<tr>
<td>Description</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL EXPENDITURES:**

$ 3,624

**CERTIFICATION**

**NAME OF AGENCY OFFICIAL:**

Margaret Kelih

**TITLE:**

County Judge

**SIGNATURE:**

**DATE:**

**RETURN COMPLETED FORM TO:**

Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-1254

reneegruv@oea.state.tx.us
(512)305-8862
kent.richardson@oea.state.tx.us
(512)393-1348
FAX (512)494-8283

Audit completed by Dallas County Auditor

Form date 01/20/04
FREQUENTLY ASKED QUESTIONS

WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

1) Airport Police
2) City Attorney*
3) City Marshal
4) Constables
5) County Attorney
6) District Attorneys
7) Fire Departments/Fire Marshal
8) Hospital Districts
9) Police Departments
10) Public Universities and Junior Colleges
11) School Districts with Police Departments
12) Sheriff Departments
13) State Agencies
14) Task Forces
15) Water Districts

* City attorneys are only required to fill out this form if their city has a population over 250,000.

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN’T SEIZE ANY ASSETS - WHAT DO I DO?

Simply fill out the forms with zeros and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute, the report is due 30 days after the end of the agency’s fiscal year except for District Attorneys. District Attorney reports are due 30 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.
FY 2004
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Constable 1
Reporting Period: 10/01/03 - 09/30/04
(local fiscal year)
Agency Mailing Address:
7201 S. Polk
Dallas, TX 75232
Phone Number: 972-228-0006
County: Dallas

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance
   A) Forfeited Funds
   INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.
   $ -0-

   B) Seized Funds
   INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.
   $ -0-

II. Seizures and Forfeiture Receipts during Reporting Period
   A) Currency and Negotiable Instruments
   1) Amount Seized by Reporting Agency
   INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.
   $ -0-

   2) Amount Forfeited to and Received by Reporting Agency (including interest)
   INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.
   $ -0-

   3) Amount Returned to Defendants
   $ -0-

   B) Other Property
   List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.
<table>
<thead>
<tr>
<th>Description</th>
<th>Seized</th>
<th>Forfeited To Agency</th>
<th>Put Into Use By Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>2) REAL PROPERTY (Count each parcel seized as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
</tbody>
</table>

5) Other Property:
- Description: 

6) Other Property:
- Description: 

7) Other Property:
- Description: 

---

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5). $-0-

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

A. Proceeds (should be a dollar amount). $-0-

B. Vehicles (should be a number not a currency amount). -0-

C. Other (should be a number not a currency amount). -0-

V. Interest Earned on Forfeited Funds During Reporting Period. $-0-

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney’s account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized Funds During Reporting Period. $-0-

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.
VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$0</td>
</tr>
<tr>
<td>Overtime</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment (includes vehicles, computers &amp; software, maintenance costs, etc.)</td>
<td>$0</td>
</tr>
<tr>
<td>Supplies (includes cellular air time, miscellaneous commodities)</td>
<td>$0</td>
</tr>
<tr>
<td>Travel</td>
<td>$0</td>
</tr>
<tr>
<td>Training</td>
<td>$0</td>
</tr>
<tr>
<td>Paid to or Shared with Cooperating Agency</td>
<td>$0</td>
</tr>
<tr>
<td>Confidential Informant Payments</td>
<td>$0</td>
</tr>
<tr>
<td>Prevention / Treatment Programs</td>
<td>$0</td>
</tr>
<tr>
<td>Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)</td>
<td>$0</td>
</tr>
<tr>
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<td>$0</td>
</tr>
<tr>
<td>Other: (attach additional sheets if necessary)</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>$0</td>
</tr>
<tr>
<td>Description</td>
<td>$0</td>
</tr>
<tr>
<td>Description</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES:</td>
<td>$0</td>
</tr>
</tbody>
</table>

CERTIFICATION

NAME OF AGENCY OFFICIAL: Margaret Keliher

TITLE: County Judge

SIGNATURE: ____________________________

DATE: ____________________________

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)396-1348
FAX (512)494-8283

Audit completed by Dallas County Auditor ____________________________
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FY 2004
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Constable 3
Reporting Period: 10/01/03 - 09/30/04

Agency Mailing Address: 1411 W. Beltline Rd.
Richardson, Tx 75080

Phone Number: 972-690-8692
County: Dallas

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency’s account or in your agency’s possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

$ 0

B) Seized Funds

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency’s account or in your agency’s possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency’s seizure account to your agency’s forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney’s account.

$ 0

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1) Amount Seized by Reporting Agency

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$ 0

2) Amount Forfeited to and Received by Reporting Agency (including interest)

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

$ 0

3) Amount Returned to Defendants

$ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under “Proceeds Received by Reporting Agency from Sale of Above-Listed Property” (see below) in the reporting year in which the proceeds are received.
<table>
<thead>
<tr>
<th>Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.</th>
<th>SEIZED</th>
<th>FORFEITED TO AGENCY</th>
<th>PUT INTO USE BY AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>2) REAL PROPERTY (Count each parcel seized as one item)</td>
<td>0-</td>
<td>0-</td>
<td>0-</td>
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<td>0-</td>
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<td>0-</td>
<td>0-</td>
<td>0-</td>
</tr>
<tr>
<td>5) Other Property: Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property: Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Property: Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5). $ - 0-

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount) $ - 0-

B. Vehicles - (should be a number not a currency amount) - 0-

C. Other - (should be a number not a currency amount) - 0-

V. Interest Earned on Forfeited Funds During Reporting Period $ - 0-

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g., the District Attorney’s account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized Funds During Reporting Period $ - 0-

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INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the “Other” category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$ 0</td>
</tr>
<tr>
<td>Overtime</td>
<td>$ 0</td>
</tr>
<tr>
<td>Equipment (includes vehicles, computers &amp; software, maintenance costs, etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Supplies (includes cellular air time, miscellaneous commodities)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Travel</td>
<td>$ 0</td>
</tr>
<tr>
<td>Training</td>
<td>$ 0</td>
</tr>
<tr>
<td>Paid to or Shared with Cooperating Agency</td>
<td>$ 0</td>
</tr>
<tr>
<td>Confidential Informant Payments</td>
<td>$ 0</td>
</tr>
<tr>
<td>Prevention / Treatment Programs</td>
<td>$ 0</td>
</tr>
<tr>
<td>Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Other: (attach additional sheets if necessary)</td>
<td></td>
</tr>
<tr>
<td>Description:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL EXPENDITURES:**

| Total | $ 0 |

**CERTIFICATION**

**NAME OF AGENCY OFFICIAL:**

Margaret Keliher

**TITLE:**

County Judge

**SIGNATURE:**


**DATE:**


**RETURN COMPLETED FORM TO:**

Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

renec.gray@oag.state.tx.us
(512) 305-8882

Audit completed by Dallas County Auditor

Date: 01/28/04
FREQUENTLY ASKED QUESTIONS

WHO IS REQUIRED TO FILL OUT THIS FORM?

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1) Airport Police
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11) School Districts with Police Departments
12) Sheriff Departments
13) State Agencies
14) Task Forces
15) Water Districts

* City attorneys are only required to fill out this form if their city has a population over 250,000.

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

Simply fill out the forms with zeros and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 30 days after the end of the agency’s fiscal year except for District Attorneys. District Attorney reports are due 30 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.
October 6, 2004

MEMORANDUM:

TO: Commissioners Court
THROUGH: Commissioner John Wiley Price, District 3
FROM: Donald R. Holzwarth, P.E.
       Director of Public Works

SUBJECT: Interlocal Agreement for the Dallas Central Business District
          Transportation Study – Phase II

Background

The Dallas CBD Comprehensive Transportation Study, Phase I, being conducted by Jacobs Civil,
Inc., was begun in April, 2003 and was funded by NCTCOG, City of Dallas, DART and Dallas
County. This work included fieldwork, data collection, modeling, public involvement, committee
support and documentation necessary to create a new Downtown Transportation Plan. The primary
deliverables under this first phase included the creation of a model simulating downtown traffic
patterns, including a second Light Rail alignment and the creation and publication of the final
Downtown Transportation Plan.

Phase II augments Phase I by adding necessary tasks to improve the model and enhance the final
plan. These tasks include providing a simulation model for the AM Peak Hour as well as the PM
Peak Hour; utilizing NCTCOG provided forecast data for the development of traffic projections for
the study area; refining the calibration of the travel demand model to available base year traffic data
and expansion of the model network to include those areas immediately outside the CBD freeway
loop.

Financial Impact

Phase I funding for this study was provided with $600,000(STR-MM) federal funds, City of Dallas with
$100,000, DART with $50,000 and Dallas County with $25,000 for a total of $775,000.

Phase II of the study is proposed to be funded with $104,000 (STR-MM) federal funds, City of Dallas with
$20,000 and Dallas County with $6000 (Parking Garage/Plaza Project Fund) for a total of $130,000.
Impact on Operations and Maintenance

The original concept of the study was to examine the possible reduction of one way streets in the study area, however, the results indicated that a wholesale approach of this concept would greatly affect traffic movement in the CBD. Minimum changes have been studied and were found to be workable without great disruption of traffic flow and services. The primary circulation change around the County complex is the proposed conversion of Houston Street, between Elm Street and Young Street, from one way to two way operation.

Project Schedule

The Phase II portion of the study will take effect on the date of execution by the parties and remain in effect until the study is completed, which is projected to be January 2005. Briefing of the study is scheduled to be given before the Court on November 16, 2004. Dallas County representation in this study has been by Commissioner John Wiley Price, Dan Savage, Assistant Administrator for Operations and Public Works Department.

Recommendations

It is recommended that the Dallas County Commissioners Court approve the Inter-local Agreement and pay the county’s share of $6000 from the Parking Garage/Plaza Project Fund.

APPROVED BY:

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

cc:  Commissioner John Wiley Price, District 3
     Dan Savage, Assistant Administrator for Operations
     Sam Wilson, Assistant Director
     File
October 18, 2004

MEMORANDUM

TO: Commissioners Court

THROUGH: John Wiley Price, Commissioner District No. 3

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

SUBJECT: BEAR CREEK ROAD @ HAMPTON ROAD PROJECT 32501
         (MCIP Intersection Project)
         CONSULTANT ENGINEERING CONTRACT
         FOR PRELIMINARY DESIGN ENGINEERING

BACKGROUND

Bear Creek Road at Hampton Road MCIP Intersection Project 32501 was selected in the first call for projects for the Major Capital Improvement Program for Program Year 2007. The project is located in Road and Bridge District 3 and in the City of Glenn Heights.

It is necessary to begin preliminary design engineering services immediately in order to maintain the schedule of letting in Program Year 2007. The State statutes require a two step process initiated by a request for qualifications as does the Dallas County Policy for Procurement of Architectural/Engineering Services (including amendments). Public Works has implemented this two step process which resulted in Teague, Nall and Perkins Inc., being selected as the most qualified for the subject project. Negotiations were commenced which have resulted in a proposal to perform the necessary preliminary design work.

IMPACT ON PROJECT SCHEDULE AND OPERATIONS

Preliminary (Phase I) engineering design services must begin immediately for projects to be let for construction in Program Year 2007. Commencement of preliminary design services is the first objective to accomplish in order to be in construction by 2007.
FINANCIAL IMPACT

Teague, Nall and Perkins Inc., has proposed to perform the required engineering services for an amount not to exceed $162,922.00. There is sufficient money in the MCIP Program Project to fund the contract. Funds are available in Fund 196, Project 8201 for the Bear Creek Road @ Hampton Road MCIP Project.

M/WBE PARTICIPATION

The Director of M/WBE Affairs submitted his report with the first round of qualifications in the two-step process. Although Teague, Nall and Perkins Inc., is not a certified minority firm, it has an EEO compliance policy in place and has committed to the use of other certified minority vendors in this design effort.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached Preliminary Consultant Engineering Design Contract with Teague, Nall and Perkins Inc., for the Bear Creek Road @ Hampton Road MCIP Project 32501 in an amount not to exceed $162,922.00. If Commissioners Court is in agreement, a court order shall be placed on the next formal agenda.

Approved by:

[Signature]

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

Attachments (Contract with Attachments)

cc: Dale B. Davidson, P.E.

DBD/dlc
MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Kenneth A. Mayfield
         Road and Bridge District No. 4

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

SUBJECT: Meyers Road/MacArthur Boulevard Project 91-896.2
         (North of West Fork Trinity River to Oakdale Road)
         Utility Joint Use Agreement with Oncor Electric Delivery Company

BACKGROUND

Funding for design, right of way acquisition and construction of the subject project in the amount of $2,000,000 was approved by the voters of Dallas County in the 1991 Bond Program. Improvements include reconstructing the 1.41 mile section of Meyers Road/MacArthur Boulevard from the present two-lane asphalt street with open ditches to a concrete thoroughfare with an enclosed storm drainage system. The project is located in Road and Bridge District No. 4 and within the cities of Grand Prairie and Irving.

Construction of Project 91-896.2 MacArthur Boulevard North of the West Fork Trinity River to Oakdale Road will cross an easement owned by Oncor Electric Delivery Company.

A Utility Joint Use Agreement is being proposed between Dallas County and Oncor Electric Delivery Company within the limits of the newly acquired right-of-way or easements for MacArthur Boulevard, which are also within the existing utility easement. Joint use for both roadway and utility purposes will be made of the area of the Agreement with both parties retaining individual rights therein.

FINANCIAL IMPACT

The Utility Joint Use Agreement involves no exchange of funds. Any request for participation in actual costs incurred by the Utility for any future adjustment, removal and relocation of utility facilities required by roadway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas.
Commissioners Court
October 11, 2004
Page Two

RECOMMENDATION

It is recommended that the attached Utility Joint Use Agreement with Oncor Electric Delivery Company be executed. If Commissioners Court is in agreement, an order authorizing the execution of the attached Utility Joint Use Agreement will be placed on the next formal agenda.

APPROVED BY:

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

DRH:ABR:JLM/dlm
DALLAS COUNTY UTILITY JOINT USE AGREEMENT
MACARTHUR BOULEVARD PROJECT 91-896

STATE OF TEXAS

COUNTY OF DALLAS

THIS CONTRACT is made by and between Dallas County (hereinafter called "County", and Oncor Electric Delivery Company, (hereinafter called "Utility") each party executing this Contract by and through its duly authorized officers.

WITNESSETH:

WHEREAS, County is constructing or will construct the MacArthur Blvd. Project No. 896 from North of West Fork Trinity River to Oakdale Road, (hereinafter called the "County Project"); and

WHEREAS, Utility is owner of an easement which crosses the County Project and in an area where improvements for County Project are to be constructed by County pursuant to the 1991 Bond Transportation Program; and

WHEREAS, the Utility proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached or location sketches attached hereto except as provided hereinbelow;

NOW THEREFORE, it is hereby mutually agreed that joint usage for both roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforesaid plans and sketches. Where utility reason of ownership of an easement or fee title or otherwise under the law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Utility agrees to notify the County prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the County, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway, provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.
In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the Utility for any future adjustment, removal and relocation of utility facilities required by roadway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the Utility's rights of access to the through-traffic roadways shall be subject to the same rules and regulations as apply to the general public, and (2) the Utility and the County, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the Utility fails to comply with the requirements as set out herein, the County may take such action as it deems appropriate to compel compliance.

Executed this the 13th day of April, 2002

COUNTY OF DALLAS

By: Margaret Keliher
County Judge

ONCOR ELECTRIC DELIVERY COMPANY

By: Hazel Taylor
Title: Attorney-in-Fact

APPROVED AS TO FORM:

By: Bob Schell, Chief, Civil Section
Assistant District Attorney
October 11, 2004

MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Kenneth A. Mayfield
Road and Bridge District No. 4

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

SUBJECT: Meyers Road/MacArthur Boulevard Project 91-896.2
(North of West Fork Trinity River to Oakdale Road)
Utility Joint Use Agreement with Shell Pipeline Company, L.P.

BACKGROUND

Funding for design, right of way acquisition and construction of the subject project in the amount of $2,000,000 was approved by the voters of Dallas County in the 1991 Bond Program. Improvements include reconstructing the 1.41 mile section of Meyers Road/MacArthur Boulevard from the present two-lane asphalt street with open ditches to a concrete thoroughfare with an enclosed storm drainage system. The project is located in Road and Bridge District No. 4 and within the cities of Grand Prairie and Irving.

Construction of Project 91-896.2 MacArthur Boulevard North of the West Fork Trinity River to Oakdale Road will cross an easement owned by Shell Oil Company, L.P..

A Utility Joint Use Agreement is being proposed between Dallas County and Shell Oil Company, L.P. within the limits of the newly acquired right-of-way or easements for MacArthur Boulevard, which are also within the existing utility easement. Joint use for both roadway and utility purposes will be made of the area of the Agreement with both parties retaining individual rights therein.

FINANCIAL IMPACT

The Utility Joint Use Agreement involves no exchange of funds. Any request for participation in actual costs incurred by the Utility for any future adjustment, removal and relocation of utility facilities required by roadway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas.
Commissioners Court
October 11, 2004
Page Two

RECOMMENDATION

It is recommended that the attached Utility Joint Use Agreement with Shell Oil Company, L.P. be executed. If Commissioners Court is in agreement, an order authorizing the execution of the attached Utility Joint Use Agreement will be placed on the next formal agenda.

APPROVED BY:

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

[Signature]

DRH: ABR: JLM/dlg
DALLAS COUNTY UTILITY JOINT USE AGREEMENT
MACARTHUR BOULEVARD PROJECT 91-896

STATE OF TEXAS

COUNTY OF DALLAS

THIS CONTRACT is made by and between Dallas County (hereinafter called “County”, and Shell Pipeline Company, L.P., (hereinafter called “Utility”) each party executing this Contract by and through its duly authorized officers.

WITNESSETH:

WHEREAS, County is constructing or will construct the MacArthur Blvd. Project No. 896 from North of West Fork Trinity River to Oakdale Road, (hereinafter called the “County Project”); and

WHEREAS, Utility is owner of an easement which crosses the County Project and in an area where improvements for County Project are to be constructed by County pursuant to the 1991 Bond Transportation Program; and

WHEREAS, the Utility proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached or location sketches attached hereto except as provided hereinbelow;

NOW THEREFORE, it is hereby mutually agreed that joint usage for both roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans and sketches. Where utility reason of ownership of an easement or fee title or otherwise under the law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Utility agrees to notify the County prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the County, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway, provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.
In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the Utility for any future adjustment, removal and relocation of utility facilities required by roadway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the Utility's rights of access to the through-traffic roadways shall be subject to the same rules and regulations as apply to the general public, and (2) the Utility and the County, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the Utility fails to comply with the requirements as set out herein, the County may take such action as it deems appropriate to compel compliance.

Executed this the ______ day of ______________________, 200__

COUNTY OF DALLAS

By: Margaret Keliher
    County Judge

SHELL PIPELINE COMPANY, L.P.

By: Coleman L. Ballard
    Title: Operation Supervisor

APPROVED AS TO FORM:

By: Bob Schell, Chief, Civil Section
    Assistant District Attorney

91-896 MacArthur Boulevard Project 91-896
Joint Use Agreement – ONCOR Electric
DALLAS COUNTY
PUBLIC WORKS

October 20, 2004

MEMORANDUM

TO: Commissioners Court

THRU: Commissioner John Wiley Price, District 3

THRU: Commissioner Kenneth A. Mayfield, District 4

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

SUBJECT: Loop 9 MIS/DEIS Funding Increase and Modification to Consultant Contract

BACKGROUND

In November 1991, Dallas County voters approved $900,000 (1991 Bond Program) for the South Outer Loop (Loop 9) Feasibility and Route Alignment Study. On December 20, 1994 the Commissioners Court awarded a Professional Services Contract to Barton-Aschman Associates, Inc. (now Parsons Transportation Group) in the amount of $784,115 (Court Order No. 94-2110).

The Commissioners Court increased the scope of services on April 15, 1997. This increase was due to new federal requirements and an increase in the limits of the study. The approved Contract Amendment #1 was in the amount of $49,987 (Court Order No. 97-723). Contract increased to $834,102.

Between July 1997 and August 1999, the study was “on hold” pending resolution of additional scope of work among the participating entities, the cost of that additional work and the funding of the added cost. The issues included adding alternative alignment options and refinements in Seagoville near US 175, Lancaster near Nokomis Road, and the Cedar Hill area; updated Thoroughfare Plans (Cedar Hill, Mansfield and Grand Prairie); and new (1990-1995) North Central Texas Council of Governments (NCTCOG) Regional Land Use data.

On August 31, 1999, the Commissioners Court approved Contract Amendment #2 in the amount of $23,000 (Court Order 99-1623). This amendment secured assistance from the Consultant to resolve the level of detail and extent of additional work necessary. Cost of contract increased to $857,102.

On November 9, 2000, the NCTCOG Regional Transportation Council (RTC) agreed to change the study from a Feasibility and Route Alignment to a Major Investment Study (MIS) and Draft Environmental Impact Study (DEIS). The RTC also authorized the use of federal funds to complete the study.
On April 30, 2002 the Commissioners Court changed the project name from South Outer Loop (Loop 9) Feasibility and Route Alignment Study (Project 91-561) to the Loop 9 Major Investment Study and Draft Environmental Impact Statement (MIS/DEIS). The Court authorized $411,500 in federal funds, $205,800 in Dallas County funds and $205,700 from participating cities to complete the study. The Commissioners Court approved Contract Amendment #3 in the amount of $823,000 (Court Order 2002-818) for a total amended contract amount of $1,680,102.

Between April 2002 and December 2003, the completion of the study was delayed when NCTCOG was unable to provide updated demographic and travel forecast modeling in a timely manner. The consultant, working outside the scope, was required by National Environmental Policy Act (NEPA) to revise the 1997 Existing Conditions Report to reflect the significant growth along the corridor. The stakeholders also required multiple alternative alignments to be analyzed before a consensus could be reached on the Preferred Alignment Options. The Cities of Lancaster, Glenn Heights, and Red Oak were in dispute over the preferred location of the Loop 9 & IH 35E interchange. The consultant was asked to analyze three different alignments through the region to determine the best location for the interchange. The Consultant Contract has remained open and the Consultant continues to respond to requests for information, maps and other data.

From January 2004 to date, the consultant worked with Dallas County to resolve the issue of the preferred location of the Loop 9 & IH 35 interchange. Dallas County Public Works and NCTCOG met with the Cities of Lancaster and Glenn Heights to reach an agreement on the alignment of the interchange. This alignment placed the southern right-of-way line 400 ft. into Ellis County. The consultant and Dallas County met with the City of Red Oak on May 3rd and 10th and received consensus on the interchange alignment.

In September 2004, Dallas County and the consultant negotiated a revised scope of services and budget to complete the DEIS. NCTCOG approved additional funds ($331,050) on June 18, 2004, at the Surface Transportation Technical Committee meeting and on July 8, 2004 at the Regional Transportation Council meeting. Matching funds from the 1991 Dallas County Bond Fund (R&B District 3, $100,000 and R&B District 4, $100,000) and "in-kind" services ($131,050) are provided by Dallas County. The "in-kind" services will consist of providing required public notices for all remaining public meeting/hearings, copies of the DEIS estimated to be $21,000 (multiple submittal to EPA/TxDOT/Cities) and $110,050 in salaries of the Public Works planners, GIS technicians and engineers.

The Texas Department of Transportation (TxDOT) has requested Dallas County Commissioners Court execute the attached Advance Funding Agreement Amendment #1. This document amends the original TxDOT Loop 9 MIS/DEIS contract executed on October 19th of 2001. The Revised Attachment C – Project Budget Estimate and Source of Funds of this contract list total Federal Participation dollar amount allocated to the Loop 9 MIS/DEIS Study in October 2001 ($441,500) and September 2004 ($331,050) (Total amount $742,550.00).

**FINANCIAL IMPACT**

Currently $3,900 remains on the Dallas County Amendment #3 contract.

Pending approval, $531,050 in additional funds will be available for Amendment #4. Dallas
County Public Works will work closely with the consultant, participating cities and TxDOT to complete the Loop 9 Draft Environmental Impact Statement.

**IMPACT ON OPERATIONS**

Dallas County Public Works will continue to direct the study efforts of PARSONS, the consultant study lead, through the development of the Draft Environmental Impact Study by July, 2005. Public Works will take the draft study through the Final Environmental Impact Study phase by July 2006, resulting in a Record of Decision (ROD) at that time.

**PROJECT SCHEDULE**

The DEIS is scheduled to be completed by July 2005. The consultant will complete the Air Quality and Environmental analysis by early spring of next year. Documentation of the findings will be developed concurrently with the above analysis. The DEIS, after being reviewed by all entities, will be submitted to the Federal Government (NEPA). All revisions to the DEIS and the Final Environmental Impact Statement (FEIS) will be the responsibility of Dallas County Public Works.

Scheduling of the remaining development stages (Schematic Design, Final Design, Right-of-way Acquisition, and Construction) will be a function of future funding availability.

**RECOMMENDATION**

We recommend Commissioners Court approval of Amendment #4 to the Parsons Transportation Group Contract to provide additional professional services in connection with the Loop 9 MIS/DEIS Study. Contract Amendment #4, as recommended, would increase the fee payable under the Contract by $531,050.00 for an amended maximum fee of $2,211,152.00. If the Commissioners Court concurs, a Court Order to approve Contract Amendment 04 will be placed on the next regular agenda for the Court's consideration.

We also recommend Commissioners Court approval of Amendment #1 to the Advance Funding Agreement between Dallas County and the State of Texas (Texas Department of Transportation, CSJ 2964-10-001 Loop 9 Major Investment Study/Environmental Impact Statement). Amendment #1 accepts the approved federal funds in the amount of $331,050.00.

**APPROVED BY**

[Signature]

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

Cc: Sam Wilson, Asst. Director
    Eddie Haas, PTG
    Moosa Saghian, TxDOT
    File – Loop 9
TO: Paula Stevens, Commissioners Court Clerk

FROM: William Eckert 214-653-7972

CC: Danny Chandler, Terry Gipson

ID: October 26, 2004

SUBJECT: Dallas County Hazard Mitigation Plan Approval

1. Signed copy of above Court Order and the Dallas County HazMAT Plan must be in the possession of Texas Department of Emergency Management (TxDEM) by November 2, 2004.

2. If the final plan is briefed on October 26, and entered on the formal agenda on November 2 (election day), the completed package may not be available till the next day, however, It must be mailed/transmitted to TxDEM NLT November 2, 2004

RECOMMENDATION

3. That the Assessment package/Court Order be entered upon both the Briefing and Formal Agendas for October 26, 2004.

4. That the Assessment and Dallas County Hazard Mitigation Plan dated 1 November 2004 be adopted and approved by the Court.

5. That the attached Court Order be placed for signature.

William H. Eckert, Jr. 2 Tabs
Chief, Plans & Programs 1. Court Order
Security & Emergency Management 2. Court Brief, 26 Oct. 04
October 26, 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 Multi-Jurisdictional Hazardous Mitigation Action Plan (HazMAP)

BACKGROUND
The Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes. The North Central Texas Council of Governments (NCTCOG) is coordinating the HazMAP planning process for the 16-county region, and has put into place a framework for coordinated and focused hazard mitigation actions at both the local and regional levels. The NCTCOG has prepared and approved several multi-jurisdictional HazMAP elements, and is recommending incorporation and adoption of these elements as part of the County of Dallas (the County) HazMAP. This office has been an active participant in the regional HazMAP planning process, as well as having conducted and documented its own community public involvement process.

The County HazMAP is an extension of its Emergency Operation Plan and is a record of our county’s potential risks and hazards and commitment to reducing the long-term consequences of natural hazards. The HazMAP outlines mitigation goals, identifies risk reduction strategies for hazards that threaten this area, and discusses the ongoing risk reduction strategies to be undertaken.

Because the HazMAP documents are quite large and contain many data-intensive maps, they may be viewed via the Internet at: http://www.hazmap.dfwinfo.com or a printed copy is available for public inspection, prior to the Dallas County Commissioners Court action to be taken on October 26, 2004 (briefing & formal agenda), and on the date of said briefing.

1 Texas Government Code § 418.106. LOCAL AND INTERJURISDICTIONAL EMERGENCY MANAGEMENT PLANS. (a) Each local and interjurisdictional agency shall prepare and keep current an emergency management plan for its area providing for disaster mitigation, preparedness, response, and recovery.

2 To view a printed copy of these documents, contact the Dallas County Office of Security & Emergency Management 214-653-7980.
FINANCIAL IMPACT
The absence of an approved Dallas County HazMAP may render the County ineligible for pre-disaster and post-disaster federal funding for mitigation purposes.

LEGAL
The Civil Section of the Dallas County District Attorney Office has reviewed this proposal 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 Hazard Mitigation Action Plan in its entirety, incorporating both local and multi-jurisdictional elements.

2. The County pursue available funding opportunities for implementation of the proposals 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 HazMAP planning process, including reporting of progress as required by FEMA and the Governor’s Division of Emergency Management.

Respectfully submitted,

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

3 Code of Federal Regulations, Title 44, Volume 1, revised October 1, 2002.
[CITE:44CFR201.6]
TO: Members of Commissioners Court

FROM: Randy Powell
      ATOS Origin Lead Consultant

THRU: Rodney Christian
       Dallas County Acting MIS Director

SUBJECT: Briefing on the Data Conversion Project for the Civil and JP Courts System

DATE: Oct 26, 2004

Background:

Dallas County is currently implementing a new Odyssey Civil Courts Computer System throughout the District and County Courts. This same system will be implemented throughout the Justice of the Peace offices. This system will replace the current Mainframe courts management system currently in production throughout the County.

Historical court and financial information currently stored within the existing system will need to be converted into new formats and loaded into Odyssey. In order to properly accomplish this effort, directed resources will be required.

Project Goal

The Civil Courts Data Conversion project is a three-phased project to convert data from the existing Mainframe applications into a format that can be consumed and utilized in the new Odyssey Civil/JP courts system. This project will focus on the District Civil, Family, Juvenile, and Truancy courts in a 6-week phase 1. Phase 2 will begin shortly thereafter focusing on the JP courts and take approximately 3 weeks. Phase 3 will focus on the County Civil and Probate courts and take approximately 3 weeks. Although this is the current plan, the order of these phases may be changed due to other priorities within the project.

Each of these phases will have multiple iterations where the data is exported from the mainframe courts system, converted into the Odyssey formats, loaded into the Odyssey courts system, and user validated for correctness.

Operational Impact:

The proposed data conversion will work in conjunction with the Civil/JP courts project schedules and will not impact operations for Civil and JP courts.

The process will include:

- Conduct, w/ Tyler technologies, user group, and mainframe support, a data-mapping workshop where data element requirements will be mapped between the two systems.
- Create data dump files for each of the mainframe civil court files to be converted (approximately 44).
- Create data loading, mapping, conversions, transformations between Mainframe Civil court data and Odyssey IFL.
- Perform Conversion Development (all loads, mappings, conversions, & transformations will be created programmatically to ensure residual capabilities for each iteration and subsequent courts)
- Support User testing (monitor & support all erroneous data conversions in order to modify existing conversion processes for subsequent iterations)
- Conduct multiple iterations prior to final data migration
  - 3 iterations for District Courts
  - 2 Iterations for JP Courts
2 Iterations for County Courts

**Financial Impact/Considerations:**
The total cost of this data conversion will include:

The major costs components for this integration are:

- Atos Integration Costs*
  - Phase 1 Data conversion (District Courts) $61,200
  - Phase 2 Data conversion (JP Courts) $25,200
  - Phase 3 Data conversion (County Courts) $25,200
  Total $111,600

The total cost for the data conversion project is $111,600.

* The cost estimates given above are based on initial data conversion assessment information and past experience in equitably sized projects, however, any modifications to our proposed schedule and any other slippage caused by the user testing of this conversion will result in additional work and cost.

**Funding:**
The implementation cost of the project will be funded from the Major Technology Fund (Fund 195) Civil/JP Courts project.

**Recommendation:**
I recommend that the Commissioner' Court approve the Civil/JP Courts Data Conversion Project and funds the project to the amount of $111,600 from the Major Technology Fund (fund 195) Civil/JP Courts Project.

Reviewed By: [Signature]
Rodney Christian
Acting M.I.S. Director
Date: October 26, 2004

To: Commissioners Court

From: Rodney Christian

Subject: Rational for Submitting Briefing and Court Order in the Same Week: Livescan and Mugshot Replacement Hardware and AIS Interface

The Adult Information System (AIS) is scheduled to be installed as a production system in November 2004. The requested briefing and court order are for key hardware to interface the system with Live Scan and AutoMug. The rational for submitting both in the same week is to minimize any delay in the "go live" date of AIS.

This issue was identified last week and the briefing and Court Order were prepared as soon as a solution was determined and all estimates were available.

Rodney Christian, M.I.S. Department
Date: October 26, 2004

To: Commissioners Court

From: Rodney Christian

Subject: Livescan and Mugshot Replacement Hardware and AIS Interface

BACKGROUND
In 2003, Dallas County contracted with InfoIntegration to develop the Adult Information System (AIS). Based upon the structure created for the Juvenile Information System (JIS), the new system for adults was planned to provide numerous benefits to the County – including the elimination of many of the existing mainframe based computer applications.

As development progressed through June and July of 2004, meetings with ATOS and InfoIntegration were held to discuss processes that would be removed from the mainframe, processes that would remain, and interfaces between other applications that needed to be maintained either in the mainframe system or in AIS. Work efforts on these interfaces has been progressing and is on schedule to be completed by the planned end date of 10/29/2004.

As part of the wrap-up and verification of the interface process, one interface was uncovered that the teams thought had already been addressed. The interface of prisoner demographic data with the LiveScan and AutoMug systems is an outstanding issue.

Options

1) Build an interface from AIS to send demographic data back to the mainframe and allow the current AutoMug and LiveScan interfaces to continue processing from the mainframe.
   - short-term solution
   - keeps mainframe engaged
   - keeps old hardware in place
   - essentially a work-around
   - estimated cost $27,000
   - completion date - 11/15/2004

b) Replace the AutoMug and LiveScan units with new hardware from CrossMatch Technologies and interface with the AIS system.
   - long-term solution
   - same units used in JIS
   - no mainframe changes
• the interface already exists from JIS and only minor adjustments are needed for AIS
• system interfaces with the Phoenix AFIx Tracker system
• combines mugshot and fingerprints into one device / interface – replaces obsolete hardware
• projected cost $80,126 (5 scanning stations from CrossMatch Technologies)
• available on the GSA program
• completion date – 12/1/2004

OPERATIONAL IMPACT
The proposed system will replace aging hardware. Conceptually, the user functions are the same. However, due to differences in the hardware, there will be some changes in the use of the system. User training sessions will be necessary

FISCAL IMPACT
Funding for the one time cost of $80,126 is available the Major Technology Fund unencumbered balance for FY2005.

RECOMMENDATION
This M.I.S. Department recommends that the Commissioners Court approve the use of the Major Technology Fund to purchase the ID 500 Live Scan system from Crossmatch Technologies (on the GSA program) at a cost of $80,126.

This request was briefed to the IT Steering Committee on 10/26/2004.
Equipment Quote for ID 500 Live Scan System

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<tr>
<th>Vendor Information</th>
<th>BILL TO:</th>
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<tr>
<td>Cross Match Technologies, Inc.</td>
<td>Company: Dallas County Sheriff Dept</td>
<td>Contact: Same</td>
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<tr>
<td>7871 Chasewood Lane</td>
<td>Contact: Rebecca Lewis</td>
<td>Address:</td>
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<tr>
<td>Aubrey Texas 76227</td>
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<tr>
<td>Phone: 866-260-2751</td>
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<tr>
<td>Fax: 940-365-3804</td>
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<tr>
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**Subtotal:** $79,447.95

Sales Tax:

**Shipping:** $678.00

**Other:**

**TOTAL:** $80,125.95

Date: 10/18/04

Account Manager: Don Slinker

Phone: 940-440-9933

Fax: 940-365-3804

Email: don.slinker@crossmatch.net

Payment Terms: New Customer

Site Survey: Complete

GSA Contract #: GS-07F-0242L

Notes:

Upon receipt of a processable purchase order, Cross Match technologies will ship, and install the systems quoted above within 30 days. Training/system optimization will take place once the systems have been installed and accepted by Dallas County.
October 11, 2004

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Carlo P. Pacot, Budget and Policy Analyst

SUBJECT: Request for Proposal for the County Treasurer’s Check Printing System

BACKGROUND
The Treasurer’s Office prints about 300,000 checks a year (for accounts payable, jury service, payroll and Election payroll checks as well as direct deposit advices) through a check printing system using four Xerox check printers (see attachment for details). The system uses blank check stock and prints all the required signatures as it prints a check. This system was implemented in May 1999 for the printing of accounts payable checks from files produced in Oracle. However, the system is no longer supported by the vendor, which means no additional enhancement can be made with the system such as connectivity with the new Oracle 11i and it also has a higher maintenance cost than a newer system. With six-year old and most likely worn components, the four Xerox printers are prone to more frequent malfunctions and thus more frequent maintenance. Currently one of the four printers is not working.

In addition to the checks printed by the Treasurer’s Office, another 100,000 checks per year are manually typed at the departments (i.e. Justice of the Peace, Constables, District Clerk, County Clerk, and Sheriff) for payments drawn out from Special and Trust Funds. The manually typed checks are physically routed through the Auditor’s Office where they’re approved and recorded and then to the Treasurer’s Office where they’re recorded again into the Treasurer’s database before they’re mechanically signed and mailed out. This process can take as long as one week or more requiring redundant handling and recording from the departments, the Auditor, and finally the Treasurer’s Office. Also, pre-printed check stock is used to write a manual check, which is eight times more expensive per check than a blank check stock (25 cents per check versus 3 cents per check).

Treasurer’s Office is looking at a replacement system to integrate the Special Funds check writing into the Treasurer’s check printing system. Special Funds check payments will be prepared from the department’s computer and the checks printed at the Treasurer’s Office together with the rest of the County checks. All approvals will be done electronically and therefore physical transport of checks is eliminated. Recording and capture of check data into a single data base is completed when a check is prepared by the department through Oracle Financial instead of several places under the current method.
A memo from the Auditor’s Office dated September 28, 2004 (attachment) to the departments, requesting their feedback and preference, described the new proposed method of writing Special Funds checks and provided two options of where the checks are physically printed—at the department or centrally at the Treasurer’s Office. Both options utilized the Oracle Payable module to prepare the checks and approvals can be done electronically. For security and efficiency reason, in our opinion the recommended method will be to centrally print the checks at the Treasurer’s Office. Although the other option (print the check in the department) calls for the physical transport of checks to the Auditor and Treasurer for approval and signatures, this step can be eliminated if all approvals are done electronically. The printers, wherever they’re located, can be programmed to affix all the signatures thus eliminating the physical transport of checks.

The purpose of this briefing is to request Commissioners Court approval to start the Request For Proposal (RFP) process to replace the County Treasurer’s check printing system.

**OPERATIONAL IMPACT**
Major efficiencies can be gained by integrating the Special Funds check writing into the Treasurer’s check writing system. Manual Journal entries to the General Ledger will be eliminated with a system integrated into the new Oracle 11i Financial System. Physical transport of manually prepared checks could be eliminated. It will also eliminate a separate check-signing machine in the Treasurer’s Office and the Auditor’s Office. It will be possible to have a check prepared and mailed out within a 24-hour period versus a week or more under the current manual system. Connectivity and compatibility with Oracle 11i and future upgrades will be one of the requirements of the new check printing system.

**FISCAL IMPACT**
The MIS department estimated the total cost of a replacement check printing system, including the integration of Special Funds check printing, at around $90,000 including installation and training. Funds are available in the Major Technology Unallocated Reserve Funds.

The savings just from eliminating 100,000 of preprinted check stock is $22,000 per year and will be enough to pay for the system in less than five years. OBE estimates that with 100,000 checks prepared manually per year, a conservative efficiency gain of just 10 minutes per check will yield 16,667 man-hours in savings per year or $133,333 using a salary rate of $8 per hour. Also, the current $8,000 in maintenance cost will be eliminated the first year from the standard 1st year warranty of a new system and the elimination of a check-signing machine that currently has a $1,000 annual maintenance cost. A total first year net savings of $73,000 ($22,000 check stock + $133,333 manpower + $8,000 maintenance - $90,000 system cost) can be gained the first year.

**RECOMMENDATION**
The Office of Budget and Evaluation and the IT Steering Committee recommend approval for the Purchasing Department to draft an RFP and initiate the RFP process for the purchase of a replacement check printing system for the County Treasurer.
CHECK PRINTING SYSTEM

Check printing software and MICR-enhanced printers are being requested to replace the ACOM QuickCheck software and ACOM-modified Xerox printers purchased in early 1999, and implemented in May 1999 for the printing of accounts payable checks from files produced in Oracle. ACOM is currently used to print accounts payable, jury service, payroll and election payroll checks, as well as direct deposit advices. This software is outdated and no longer supported by the vendor. The Xerox printers are also outdated and obsolete, and were MICR-enhanced by ACOM.

The new check printing system will replace ACOM and have additional functionality. In addition to producing accounts payable, jury service, payroll and election payroll checks and direct deposit advices the new system will have the ability to print special and trust fund checks for the Justices of the Peace, Constables, County Clerk, Sheriff, and District Clerk Offices. The new software will have increased security, while decreasing cost by eliminating redundancies. This new functionality will be performed using Oracle financials providing the ability to generate accounting to the general ledger electronically. Accounting is currently being generated using manual journal entries. The new check printing system will provide additional use of the current Oracle financial system.
September 28, 2004

To: Fee Officers and Ronald Goethals
From: Brian Stevens, IS Security Manager
Through: Virginia Porter, County Auditor
CC: Lisa Hembry, County Treasurer

Subject: Special funds - alternative check writing method.

Background:
The Oracle finance system upgrade will make it possible to input or import payment
information for special fund payments directly into the Oracle Payables module. This will allow
checks to be produced through Oracle rather than through external systems or typing by hand.
The integration between the Oracle Payables and other Oracle modules will provide enhanced
tracking of general ledger accounts and reconciliation of bank accounts.

To accomplish these objectives a new process will be required to print checks. Two methods
are being reviewed: a) local print option, b) centralized print option. The attached flowcharts
describe the basic process currently used to type, sign, post and disburse special and trust fund
checks, along with the two proposed alternative methods for printing, reviewing, authorizing
(electronically signing) and disbursing checks. Operational objectives for either method include:
- Assuring that no funds are disbursed to any recipient without proper authorization
- Assuring duplicate disbursements are prevented
- Assuring that the use of one-time payments does not weaken control over disbursements

In order to achieve these objectives the following controls are important:
- Require that recipients be properly approved before establishing a payment request
- Separate the functions of requesting and approving disbursements within your department

Please review these alternative methods and provide feedback regarding your preference noting
any risks, impact on operations or issues of concern.

Check Processing:
Check disbursement information provided by the requesting department is input or imported
into the Oracle Payables system. “Invoice” records are created in Oracle and reviewed by the
County Auditor. On approval by the County Auditor “Payment batches” are generated for each
special fund (i.e., bank account). Payment batch files (disbursement registers) are then sent to the
department for final review.
Option 1. Local Print Option
Checks are printed on a laser printer within the official's office with the elected official's signature affixed. It will be incumbent on staff in the official's office to ensure proper check stock and MICR cartridges are used. Checks that also require the signature of the County Auditor and/or County Treasurer would then be routed (sent by courier) to the appropriate offices for additional signatures before being disbursed to the recipients by the Treasurer. Extra controls will be needed to monitor check sequences and test bank reconciliation features.

Option 2. Centralized Print Option
A secure on-line workflow is used to route the payment batches for authorization rather than physically routing the checks for signatures.

On-line approval of the disbursement register authorizes the elected official's signature to be affixed to the checks included in the payment batch. After approval by the official automated workflow will release the file electronically to the County Treasurer for printing. After all required password approvals are entered the checks will be printed on a physically secured printer within the Treasurer's office with all required signatures affixed. Finally, the Treasurer disburses checks to the recipients.

Process Outline:
Option 1. Local Print Option
a) elected official staff review online check register and approve for printing
b) check print file is sent to special printer at the official's office
c) staff ensures check stock and MICR cartridge are used and enable imprint of official signature
d) signed checks are routed to the County Auditor and County Treasurer for final approval and signature (appropriate controls are used to track and account for check numbers)
e) County Treasurer disburses check

Option 2. Centralized Print Option
a) elected official staff review online check register and approve for printing
b) check print file is sent to special printer in the County Treasurer's office
c) Treasurer's staff ensures check stock and MICR cartridge are used and enable imprint of all required official signatures
d) County Treasurer disburses check

Summary:
We ask that you provide any feedback to the Auditor's office as quickly as possible to permit time for discussion and analysis and still allow sufficient time for implementation by the end of December 2004.

509 Main Street          Dallas, Texas 75202          214-653-6472
Suite 407                FAX 214-653-6440
October 14, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyk
Budget & Policy Analyst II

SUBJECT: Guidelines and Procedures related to Dallas County’s Training Fund

BACKGROUND
As part of the FY2005 Approved Budget, Commissioners Court approved a training fund for countywide use. The Office of Budget and Evaluation has developed a policy regarding the use of training funds.

The purpose of this briefing is to submit the training fund policy to Commissioners Court for review and comments.

OPERATIONAL IMPACT
Beginning in FY1997, Commissioners Court established a Departmental Discretionary Account (DDA). Under this account, departments were able to use these funds to pay for training and travel expenses. The majority of County departments do not have a training budget.

During the FY2005 budget hearings, departments were asking for additional funds to pay for training expenses. Commissioners Court determined that a countywide training fund would benefit all County departments.

FINANCIAL IMPACT
As part of the FY2005 Approved Budget, $50,000 has been placed in the Training Fund.

RECOMMENDATION
The Office of Budget and Evaluation recommends that Commissioners Court approve the distribution of the Training Fund policy to County Departments for review and comments. The policy will be distributed to departments on Wednesday, October 27th, and will be returned with comments to the Office of Budget and Evaluation on Friday, December 10th.
GUIDELINES AND PROCEDURES RELATED TO
DALLAS COUNTY’S TRAINING FUND

Beginning in FY2005, the Dallas County Commissioners Court established a countywide training fund. The budget for training in FY2005 is $50,000.

The purpose of this document is to provide general guidelines for the use of the training fund and to specify certain procedures for accessing these funds.

GUIDELINES FOR TRAINING REQUESTS

The requesting County Department must submit a training request to the Office of Budget and Evaluation. The Office of Budget and Evaluation will review the request, make a recommendation and prepare a briefing to Commissioners Court.

GUIDELINES FOR USE OF TRAINING FUNDS

1. Training will be at the discretion of the Commissioners Court. The Commissioners Court may approve training such as:

   • Continuing education required by Texas Statutes
   • Training related to earning or maintaining job related certifications
   • Training required for compliance with federal, state or local regulations
   • Training required for compliance with grant requirements
   • Conferences which the requesting Department and Commissioners Court deem appropriate and necessary for County personnel to attend

2. Training must be job related.

3. No monetary advances will be made for ground transportation, mileage, per diem, meals, etc.

4. Training will be conducted subject to a prudent standard.

5. Reimbursement will **NOT** be made for the following travel/training expenditures:

   • Liquor/entertainment
   • First class air travel
   • Travel outside the “lower 48” states
   • Entertaining non-County personnel
   • Extra expenses caused solely by companion travel
   • Expense in excess of daily per-diem rate set by County-wide policy

6. Signed “Report of Travel/Training Expenses and Request for Reimbursement” must be submitted at the time reimbursement is requested. Reimbursement requests must be made within a 30-day period after the expense has occurred.
7. To be pre-paid, air travel for training should be booked through the County travel agent, after receiving approval from the Commissioners Court and after confirming through the ORACLE system that funds are available. Once the County Department receives the itinerary from the travel agent, a copy should be routed to the Auditor’s Office along with a completed “Request for Payment” form. This documentation will provide the Auditor with the necessary back-up support for payment.

8. Training fees may be pre-paid from the training fund, after Commissioners Court has approved it. The County Department must send a “Request for Payment” form along with a completed conference application to the Auditor’s Office.
October 19, 2004

TO: Commissioners Court

THROUGH: Jim Bowles  Ryan Brown  Mattye Mauldin-Taylor
Sheriff       Budget Officer   HR/Civil Service Director

FROM: Sarah L. Smaardyk
Budget & Policy Analyst II

SUBJECT: New Look Initiative – Consolidation of the Sheriff’s Office, Human Resources Division with the Dallas County Human Resources/Civil Service Department

BACKGROUND
The Sheriff’s Office, Human Resources Division recruits, interviews, investigates, screens and hires all qualified applicants for certified law enforcement and civilian positions within the Dallas County’s Sheriff’s Office.

As part of the Sheriff’s Office and Dallas County Human Resources/Civil Service Department new look initiative, the Office of Budget and Evaluation has prepared a recommendation regarding the consolidation of the Human Resources Division with the County’s Human Resources/Civil Service Department.

IMPACT ON OPERATIONS
The Sheriff’s Office, Human Resources Division is responsible for the hiring process of law enforcement officers and civilian employees within the Sheriff’s Office. The hiring process for certified law enforcement officers includes a drug screen, polygraph, physical exam and extensive background investigation. Additionally the Human Resources Division is responsible for processing and maintaining all employee files, pay requests and benefit enrollments for the Sheriff’s Office. The Human Resources Division forwards benefit enrollment forms and copies of employee files to the County’s Human Resources/Civil Service Department. Payroll requests and questions are forward to the Auditor’s Office, Payroll Division.

Current Operations
Currently, the Sergeant, Deputies and Detention Service Officer schedule interviews, conduct background investigations and interview applicants. The Human Resources Coordinator works with workers comp claims and associated paperwork. The Personnel Technician II runs all of the HR reports, prepares Court Orders and assists with payroll questions. The Clerk II enters benefits information into the system, responds to employment verification inquiries, tracks all FMLA employees and assists with payroll. One of the Clerk I positions acts as the receptionist. The other Clerk I grades psychological evaluations. The Dallas County Human Resources/Civil
Service Department performs many overlapping functions. The County’s Human Resources/Civil Service Department enters benefit information into the system, responds to employment verification inquiries, maintains personnel files and processes all applications.

**Proposed Operations**
The Office of Budget and Evaluation, the Human Resources/Civil Service Department and the Sheriff’s Office recommend the deletion of the following positions in the Sheriff’s Office, Human Resources Division:

- 2 Clerk I positions

In October 2004, a new workers comp system will be implemented. This new system will allow workers to call a nurse directly and file a claim. As a result, the paperwork associated with the claims will be eliminated. Under the new system, the workload for the Human Resource Coordinator will be significantly reduced.

The County’s Human Resources/Civil Service Department would perform the following functions under this reorganization:

- Place job ads
- Accept initial applications
- Forward job applications to the Sheriff’s Office
- Place initial application on-line
- Process all paperwork necessary to place employees in the PEBC and Oracle systems
- Provide on-going Human Resource services to all employees

The Personnel Technician II position and Clerk II position would be transferred to the County’s Human Resources/Civil Service Department. These positions would assist with payroll processing, transfers, court orders and time and attendance. In addition, the Human Resources Coordinator position would be transferred to the County’s Human Resources/Civil Service Department. This position would assist with the delivery of all other human resource services.

The Sergeant, three Deputies and one Detention Service Officer will remain in the Sheriff’s Office, Human Resources Division. These positions will continue to interview and conduct background checks for all law enforcement applicants. The County’s Human Resources/Civil Service Department and Sheriff’s Office, Human Resource Division further recommends that the Sheriff’s Office utilize a third party vendor to conduct partial background investigations. This would allow the Deputies to process more applicants, thereby hiring additional positions.

**FINANCIAL IMPACT/CONSIDERATIONS**
Under this new structure, two Clerk I positions would be eliminated, leaving five law enforcement positions in the Sheriff’s Office, Human Resources Division and transferring three civilian positions to the County’s Human Resources/Civil Service Division. Under this recommendation, the County would have an annual savings of $68,914, including benefits. The savings associated with the deletion of two positions in the Sheriff’s Office, Human Resources Division should be applied to the new look compensation pool.

The County’s Human Resources/Civil has also recommended that some of the overtime funds in the FY2005 Budget be utilized to hire a third party agency to conduct background investigations. The Sheriff’s Human Resources Division has $45,000 in overtime funds budgeted for FY2005.
As part of the FY2005 Adopted Budget, salaries and benefits for the Sheriff’s Office, Human Resource Division were budgeted on a quarterly basis and placed in reserves and contingencies, salaries and benefits. Funds from reserves and contingencies, salaries and benefits, will be transferred to the County’s Human Resources/Civil Service Department to cover the salaries and benefits for the Human Resources Coordinator, Personnel Technician II and Clerk II. The amount that will need to be transferred is $123,931.

Currently, a Clerk I answers the phones in the Sheriff’s Office, Human Resources Division. Once the office phone lines have been re-routed so that calls are sent directly to each individual’s line rather than having one Clerk I route calls, the Clerk I position will be deleted. Communications/Central Services is working with the County’s vendor to develop a cost estimate of what is required in order to re-route the telephone lines in the Sheriff’s Office, Human Resources Division.

**RECOMMENDATION**

The Office of Budget and Evaluation, the Sheriff’s Office and the County’s Human Resources/Civil Services Department agrees that the human resource functions described in this briefing can be consolidated. As a result of the consolidation, the following positions will be deleted:

- 2 Clerk I positions (One position will be deleted after the phone lines are re-routed)

In addition, the following positions will remain as part of the Sheriff’s Office, Human Resources Division:

- 1 Sergeant position
- 3 Deputy positions
- 1 Detention Service Officer position

The following positions will be transferred to the County’s Human Resources/Civil Service Department:

- 1 Human Resources Coordinator position
- 1 Personnel Technician II position
- 1 Clerk II position

The Dallas County Human Resources/Civil Service Department would like to conduct an operational review of their department once the re-organization of the Sheriff’s Office, Human Resources Division and staff transfer has been completed. Any cost related to this operational review will be subtracted from the new look compensation pool.

The annual savings of $68,914 should be applied to the new look compensation pool.
October 20, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Shannon Brown
Assistant Budget Officer

SUBJECT: Additional Resources to Address Jail Population

Background

Since May 2004, the jail population management committee has been meeting to examine the increasing jail population and develop strategies to reduce the population and avoid opening additional jail space. The inmate capacity without additional space is 6,585. On October 15, 2004, the Dallas County Sheriff’s Office had 6,576 inmates in custody. As a result, on October 16-17, 2004, three floors of the Decker Jail facility were occupied, bringing the total bunk capacity to 6,945. The monthly cost for operating these three floors is $414,000. The Sheriff’s Office has indicated that the jail population needs to be reduced to and maintained at 6,300 in order to close these floors in Decker. The most current jail population by category is attached.

The jail population management committee is working on several initiatives to reduce the population, including reducing the number of inmates in several categories (bench warrants, serving time in lieu of fines and fees for misdemeanor cases, and parole violation). The Criminal District Court Manager is in the process of hiring a position, as authorized in the FY2005 adopted budget, to monitor the jail population on a daily basis. While these efforts are on-going and productive, the largest population of inmates remains those in jail pending disposition of a felony offense. The purpose of this memo is to outline a plan of action to reduce this large population.
Operational Impact

As shown in the jail population report, over 3,000 inmates are in jail pending disposition of a felony case or a hearing in front of the grand jury. This population has grown dramatically since May 2001 as shown in the table below.

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<td>1,642</td>
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<td>476</td>
<td>536</td>
<td>654</td>
<td>691</td>
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<td>Pending Grand Jury</td>
<td>492</td>
<td>804</td>
<td>776</td>
<td>652</td>
<td>851</td>
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<td>Total</td>
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A portion of this increase is attributable to increased filings. The average number of filings per month in FY2002 was 2,251, compared to 2,369 in FY2003 and 2,529 in FY2004. The month of June was particularly high at over 3,100 new filings. Dispositions have also increased, but not at the same rate. The average number of dispositions per month in FY2002 was 2,107, compared to 2,233 in FY2003 and 2,341 in FY2004. On average there are 130-180 more cases filed than disposed each month, causing the pending felony caseload to rise.

![Felony Pending Caseload](image)

While the pending caseload is growing, it is important to note that the caseload between the courts varies substantially. Five courts (Judges Dean, Johnson, Cunningham, Alvarez, and Wade) have jail population under 200 for pending cases and cases pending a grand jury decision. By comparison, six courts (Judges Hawk, McDaniel, Francis, Miller, Warder, and Nelms) have 245 or more jail cases on their dockets. The Criminal District Court Manager's Office is routinely monitoring the jail lists for the courts and compiled the following data for the population of October 14, 2004.
If all courts could reduce the number of jail cases to 200 or below, the inmate population could be reduced by approximately 420 inmates, enough to re-close the Decker facility and maintain a population below 6,300.

One explanation offered for the increasing pending caseload is the loss of visiting judge funding during the State’s budget crisis. Dallas County’s allocation of visiting judge availability was cut by 70%. The remaining visiting judge funds have been dedicated to continuing one drug court and one child abuse court. During the month of August 2004, additional visiting judge funds were made available by the Local Administrative Judicial Region. A visiting judge was assigned to Dallas County and the number of disposition for that month did increase by approximately 100.

The District Attorney’s Office has proposed that the County directly fund a full-time second drug court for the remainder of FY2005 in an effort to decrease the jail population. The District Attorney’s Office has identified 200 inmates in jail with pending drug charges that could be set for trial in this court. In addition, the office has identified 70 jail cases that would normally not qualify for the drug court (such as third degree felonies that result in pleas) that could also be transferred to this court.
Since funds are not available from the Local Administrative Judicial Region to offset the cost of the visiting judge for this court for the entire year, Dallas County will be responsible for the full salary of a State District Judge. According to the Region, this arrangement must be made outside the normal appointment process through a professional services agreement directly with a former District Judge. Collin County recently entered into such an agreement. The Office of Budget and Evaluation will forward a copy of the professional services agreement to the Civil Section of the District Attorney's Office for their review and approval.

The Local Administrative Judicial Region has identified funding available for twelve (12) weeks of visiting judge funds to assist Dallas County. The Office of Budget and Evaluation recommends these funds be utilized to begin the second full-time drug court immediately while the professional services agreement is arranged with a retired District Judge.

**Financial Impact**

The additional staff needed for the operation of a second full-time drug court include the Judge, a court reporter, and two bailiffs. When the number of drug courts was reduced from two to one, staff was not reduced in the District Attorney's Office or District Clerk's Office. Therefore, these departments are able to utilize existing staff resources to operate this court. In addition, the Drug Court Coordinator position will work in both courts as the position has done in the past.

As discussed above, the full cost of the judge for this court will be paid by Dallas County. The current salary for a District Judge is $111,000. The estimate below assumes Dallas County begins paying for the judge and staff immediately. It is recommended that a contract court reporter and pool bailiffs be used in lieu of full-time positions. This staffing level is consistent with the current drug court operation. The estimated cost of these positions for the remainder of FY2005 is $235,950 as show in the table below. Funding is available from Unallocated Reserves.

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount</th>
<th>Expenditure Source</th>
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</thead>
<tbody>
<tr>
<td>Judge</td>
<td>$101,750</td>
<td>120.4013.05590.2005</td>
</tr>
<tr>
<td>Court Reporter</td>
<td>70,000</td>
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<tr>
<td>Bailiff (2)</td>
<td>64,200</td>
<td>120.3129.01060.2005</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$235,950</strong></td>
<td></td>
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</table>
Recommendation

The Office of Budget and Evaluation recommends additional funding in the amount of $235,950 to operate a second full-time visiting judge court to reduce the number of pending felony cases where the defendant is in jail. This court will initially focus on drug cases. The Office of Budget and Evaluation will re-evaluate the results of this effort in January 2005 to determine if these resources should be continued or additional resources should be added to focus on additional classifications of cases in the felony courts to impact the jail population.

It is clear that docket management is a key component in maintaining a manageable jail list. Several courts have shown a consistently low jail list even as case filings have increased. The Criminal District Courts, the Criminal District Court Manager, the jail population coordinator, the District Attorney, the Public Defender and the District Clerk’s Office should determine the “best practices” employed by these courts and develop a plan to implement these tools in all courts as a long-term strategy to manage the jail population.
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<th>21-30 Days</th>
<th>31-40 Days</th>
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\[ \text{\underline{0,000 contempt}} \]
Date: October 26, 2004

To: Commissioners Court

Through: J. Allen Clemson, Administrator

From: Maria Bazan, Policy Analyst

Subject: Policy-Naming County Buildings and Conference Rooms

BACKGROUND

Dallas County does not have a formal policy governing the naming of County buildings and facilities. However, a portion of the County's buildings are named for officials who have made an important contribution to the County. Some examples include Frank Crowley Courts Building and the Lew Sterrett Justice Center, named for County Judges; Bill Decker Detention Center, named for the County's longest serving Sheriff; George L. Allen Sr. Courts Building, named for the first African American elected to County office. Most recently, the Garland sub-court building was named for Constable E.J. Harris. Other facilities are named in remembrance of officers killed in the line of duty, including the Ray Kovar Center and the Suzanne L. Kays Jail.

Other buildings and conference rooms have been named for volunteers who have made significant donations of time or money to the County. Commissioners Court recently re-named the Dallas County Secure Post-Adjudication Residential Facility the Lyle B. Medlock Youth Treatment Center in honor of Mr. Medlock's long-term volunteer service. A school in the Youth Village was named for Quintin B. Corley approximately twenty years ago. The Letot Center was named for the family that originally donated the land to Dallas County Public Schools to build an elementary school. The Kenneth Mitchum Gun Range was named for the long-time range master who helped initiate the new gun range. A conference room in the Administration Building has been named for Dave Fox, the County Judge who was appointed to replace the late Frank Crowley.
OPERATIONAL IMPACT

There has been a recent request to name a courtroom in the Old Red Courthouse. Policy guidelines will be useful to guide this and future requests in this area. Staff recommends that when appropriate, a County building may be named for an elected official whose service record was clearly outstanding and distinctive. An exception to this rule could be a law enforcement building named in honor of an officer killed in the line of duty.

A conference room or other special area in a major County building could be named for a County volunteer or employee that made a substantial or unique contribution to the County or a department housed in the building. To maintain the honor of having a room or area named, staff recommends that a minimum number of requests be granted.

This recommended policy states that all requests for naming a County building or room must be initiated by the members of the Commissioners Court, County Boards and Commissions, or the Elected Official or Department Head responsible for the building or room. If an organization or individual wants a building or property named in honor of someone they should seek out an Elected Official, Board Member or County Department Head to submit the request. The request should include the building address or location of the room, justification for changing the name, a brief biographical sketch of the honoree, and a detailed recitation of the honoree’s contributions to the department or County. Commissioners Court Administration will receive all requests and brief the issue. The Commissioners Court would review the information presented in each request, and then determine the appropriateness. It should be clear that meeting the proposed policy requirements would not guarantee that a request will be granted. Persons submitting requests should do so in as confidential a manner as possible to preserve the dignity of the individual and his or her family in the event the request is not granted.

If a named County building is demolished or destroyed, the building that is erected to replace it will remain without a name, unless otherwise directed by the Commissioners Court.

FISCAL IMPACT

There are costs associated with making a name change. To name a room, staff estimates $150 - $250 will be spent on signage and in some cases, a portrait of the individual. Staff estimates $1,000 to add a name onto a small building, and as much as several thousand dollars to rename an established County facility. This would include signage and stationery.
RECOMMENDATION

Attached is a copy of the proposed Naming of Buildings policy. Staff recommends that Commissioners Court consider the adoption of this policy to provide structure for future requests.

Approved by:

[Signature]

J. Allen Clemson, Administrator
Attachments
NAMING A BUILDING, BUILDING AREAS OR PROPERTY

(1) Dallas County Commissioners Court is responsible by State law and County policy for the care and custody of all County property, which includes the authority to name any County facility or property in whole or in part.

(2) A County building or property may be named for an elected official. This official’s service record should be clearly outstanding and their accomplishments distinctive.

(3) Law enforcement buildings may be named to honor an officer killed in the line of duty.

(4) A conference room or other special area or feature within a major County building or property may be named for a County volunteer, or employee who has made a substantial or unique contribution to the County. To maintain the honor of having a room or area named, a minimum number of requests will be granted per building/property.

(5) In special circumstances, such as those associated with a financial contribution to a specialized cause, project or event, a portion of a building or property such as, a conference or courtroom may be named after a citizen. In such cases, this individual must have an outstanding background and accomplishments that would distinguish their service from others.

(6) All requests shall be submitted to the Commissioners Court Administration for briefing to the Commissioners Court. The Administrator will review and to the extent possible validate the request. Meeting the proposed policy requirements does not guarantee that a request will be granted. The Commissioners Court will review the information presented in each request and then determine the appropriateness.

(7) Requests for naming County property may be initiated by:
(a) Any member of the Commissioners Court;
(b) Any County Board or Commission;
(c) The Elected Official or Department Head responsible for the building or room.
(d) The general public must contact one of the above individuals to have a request formally submitted.

(8) Requests should include:
(a) The address or location of the property;
(b) Justification for naming or changing the property, building, room, etc.;
(c) A brief biographical sketch and general background of the honoree, including a detailed recitation of the honoree’s contributions to the department or County.
(d) A description of how the name should appear, so a general cost estimate may be developed.
(e) Evidence that the individual’s background and character would not be inconsistent with the County’s purpose and image.

(9) Persons, Boards or Committees submitting requests should do so in as confidential manner as possible to preserve the dignity of the recommended individual and his or her family, in the event the request is not granted.
(10) If a named County structure is removed, demolished or destroyed, the previous site will remain without a name, unless otherwise directed by Commissioners Court.
October 26, 2004

MISCELLANEOUS

1) OFFICE OF BUDGET & EVALUATION - requests approval:

a) to purchase seven (7) standard PCs for the County Treasurer’s Office (including software and installation) to replace seven PCs that were determined not able to run the new Oracle 11i system. The PCs requested are in addition to what was authorized under Court Order 2004-1675 dated September 21, 2004 to replace 71 PCs (including 10 laptops) in the Auditor’s Office, Purchasing Department, and Office of Budget and Evaluation needed to complete the upgrade to Oracle 11i, which is scheduled to go live November 8, 2004. Total cost for the seven PCs is estimated at $9,975. Funding is available in the Major Technology Fund, 00195.0.02093.2002.0.92014 (Major Technology Fund, Computer Hardware Less than $5,000. FY2002, Replacement PCs). Recommended by the Office of Budget and Evaluation and the Data Services Department.

b) to transfer funds from Unallocated Reserves the amount of $4,100 to the Office of Budget and Evaluation professional fees line item (00120.1060.05590.2005). The Commissioners Court approved $8,200 for the Omnibase clean-up, which included staffing and supplies. However, as part of this initial clean-up only $4,100 was encumbered by the Auditor’s Office for FY2004. Therefore, there are several outstanding invoices from FY2004 that require payment for the temporary clerks in the amount of $4,100.

2) HEALTH & HUMAN SERVICES - requests approval to waive Section 7. Insurance, requirement 4) Comprehensive Automotive Liability Insurance, of the subcontract with the University of Texas Southwestern Medical Center at Dallas, the subcontract with Jason Mock, M.D., Ph.D. Fellow, and authorization to make payments to these providers for the services performed under contracts.

Please Refer to Information Item # 4b

3) ELECTIONS DEPARTMENT: requests approval to pay $4,150 to ES&S for an Okidata Printer purchased for the City of Garland’s election on May 15, 2004. The election required a special size ballot that cannot be accommodated with existing Dallas County printers. Garland agreed to pay for the printer and funds are available in the Elections Escrow Account with the City of Garland. The printer stays in the Elections Department for future use and is accounted as County property. Recommended by the Office of Budget and Evaluation.
TRAVEL REQUESTS

4) **DISTRICT CLERK** - requests approval for Loretta Avery, to attend the Governmental Collectors Association of Texas Annual Training Workshop for Collecting Court Fines and Fees in Lakeway, Texas on November 10-12, 2004: $517.50 ($120 registration fee) is available in District Clerk Department, DDA Funds Account, FY Budget 2005, (4020.02230.2005).

5) **PUBLIC WORKS** - requests approval for Public Work Survey Team to travel outside Dallas County to take our survey LDM equipment to Fort Worth an average of twice per year (once in 2004 and twice in 2005) for the purpose of calibrating the instrument on the Calibrated Base Line in Fort Worth, Texas.

6) **INSTITUTE OF FORENSIC SCIENCES** - requests approval for Chris Heartsill to attend the ASCLD Training/Inspect California Department of Justice in Sacramento, California on December 4-11, 2004 at no cost to Dallas County.

7) **SHERIFF’S DEPARTMENT** - requests approval for Captain Jesse Herrera to attend mandated Texas Automobile Theft Prevention Authority Board Meeting in El Paso, Texas on November 10-11, 2004 at no cost to Dallas County.

8) **PROBATE COURT INVESTIGATION OFFICE** - requests approval for Tanya Rodak and Margaret Webster to attend the National Guardianship Association 2004 Conference in Colorado Springs, CO on November 11-14, 2004: $875 is available in Fund, Probate Court No. 1 Department, Education Fund, FY Budget 2005, (532.4701.21667.2005), $875 is available in Fund, Probate Court No. 2 Department, Education Fund, FY Budget 2005, (532.4702.21667.2005), and $875 is available in Fund, Probate Court No. 3 Department, Education Fund, FY Budget 2005, (532.4703.21667.2005).

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

   a) James Rucker and Barri Pearson to attend the Statewide Coordinated Statement of Need Committee Meeting in Austin, Texas on October 10-13, 2004: $1,180 is available in Grant Fund, Title I RW Department, Conference Travel Account, FY Budget 2004, (00466.65504.04210.2004). This travel request is a revised one from a previously briefed (9-28-04) request.

   b) Darla Spencer to attend the Texas Department of Housing and Community Affairs-Focus on CEAP Meeting II in Austin, Texas on October 27-28, 2004: $220 is available in Grant Fund, CEAP Department, Training Fee Account, FY Budget 2004, (00466.08301.02460.2004).
c) Saleha Faheem to attend the In-Depth Review of OMB Circulars in Austin, Texas on November 15-18, 2004: $1,060 is available in Grant Fund, CEAP Department, Training Fee Account, FY Budget 2004, (00466.8301.02460.2004). This travel request is a revised one from a previously briefed (10-12-04) request.

d) Shelia Fisher and Karin Petties to attend the Texas/New Orleans Ryan White Quarterly Coordinating Meeting in New Orleans, LA on November 18-19, 2004: $1,050 is available in Grant Fund, Title I RW Department, Conference Travel Account, FY Budget 2004, (00466.65502.04210.2004).

10) PURCHASING - requests approval for Robbie Placino, Phillip Vasquez, David Polk, Debra Morris, Mary Stephens and Gloria Reyes to attend the Texas County Purchasing Association Fall Workshop in Dallas, Texas on November 11 - 12, 2004: $750.00 ($600.00 registration fees) is available in Purchasing Department, Training Funds Account, FY Budget 2005 (00120.1080.2230.2005)

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

Travel Request submitted for approval after travel had occurred:

MISCELLANEOUS EQUIPMENT

(1) DEPARTMENT: 1090 Data Services Department
ITEMS: 3 - rack mount Uninterruptible Power Supply (UPS)
ESTIMATED COST: $1020 ea.
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCES: 00120.1090.02690.2005(General Fund, Data Services Department, Hardware & Electrical Supplies, FY2005)
PROPOSED ACTION: The County currently has three (3) UPSs that are not working and cannot be repaired. These devices support servers in the FCCB and HWJJC buildings. As a work-around, the servers are plugged directly into standard power outlets. Recommended by the Office of Budget and Evaluation.
<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
<th>PROPOSED ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) 1023 Communication and Central Services</td>
<td>1 - Dell PowerEdge 2650 Server ($5,000 ea.) 1 - Dell PowerEdge 1750 Server ($3,420 ea.) 1 - Terminal Server license for server ($80 ea.) 5 - Terminal Server Client Access Licenses ($80 ea) 5 - Windows Client Access licenses ($20 ea.) 2 - Modem ($100 ea) 1 - Uninterruptible Power Supply ($600 ea) 24 - Installation ($90 ea)</td>
<td>$11,960</td>
<td>Major Technology Fund</td>
<td></td>
<td>The upgrade for the George Allen PBX includes a new automated call distribution (ACD) system. This system is server-based and is considered customer equipment. Thus the server system was not included in the quote to upgrade the PBX. Recommended by the Communications &amp; Central Services Director.</td>
</tr>
<tr>
<td>(3) 3147 Sheriff's Office, Central Intake Division</td>
<td>4 - Intake Work Stations</td>
<td>$3,750</td>
<td>Within Budget</td>
<td>00126.0000.09110.2005 (Permanent Improvement Fund, Unallocated Reserve, FY2005)</td>
<td>The Sheriff's Office, Central Intake Division, is requesting Commissioners Court approval to build four new intake work stations. These new stations will need to be specially built because they will house computers. The computers and desk need to be protected and unmoveable by inmates. Recommended by the Office of Budget and Evaluation.</td>
</tr>
</tbody>
</table>
PROPOSED ACTION: With the additional traffic units added in the FY2005 Approved Budget, new equipment to support AutoCite is needed. The styli are used to capture electronic signatures. The office charger/upload rack is used in the Constable Precincts to upload each AutoCite unit at the end of a shift. In order to support the new AutoCite units, additional racks are necessary. Recommended by the Office of Budget and Evaluation.

(5) DEPARTMENT: 4821 Justice of the Peace Cooper Pct. 2-1
ITEM: 1- Paper Shredder
ESTIMATED COST: $180
FUNDING SOURCE: Reserves and Contingency, Furniture and Equipment
EXPENDITURE SOURCE: 00120.4821.2090.2005 (General Fund, Justice of the Peace 2-1, Property Less than $5,000, FY2005)
PROPOSED ACTION: Judge Cooper is requesting a paper shredder. The current shredder is inoperable and the warranty has expired. Recommended by Office of Budget and Evaluation.

(6) DEPARTMENT: 3312 Institute of Forensic Sciences - Office of the Medical Examiner
ITEMS: LIMS Software
ESTIMATED COST: $28,537
FUNDING SOURCE: Major Technology Fund, Unallocated Reserves
PROPOSED ACTION: The Institute of Forensic Sciences is requesting funding to finalize the payment for the LIMS software package. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUESTS
10/26/04

District Clerk
M-0409035 request to install two phone line cables in room C19 to relocate two multi-line phones from room C2. Installation: $82.00; no monthly service increase. Recommended.

M-0409014 request to install a single-line in the server room of the GACB for communications when needed. Installation: $41.50; no monthly service increase. Recommended.

Elections M-0409012 request to relocate four phone lines at the Harry Stone Recreation
center due to volume of voting increase. Installation: $148.50; no monthly service increase. Recommended.

**Sheriff-Central Intake**

M-0408046 request to relocate extension 2602 from room B1119 to room B1130 due to office move. Equipment: $0.00; labor covered by contract; no monthly service increase. Recommended.

M-0407032 request to upgrade the existing multi-line phone in room B1127 to a multi-line with caller I.D. to track incoming calls. Installation: $88.00; no monthly service increase. Recommended.

**Constable Precinct 4**

M-0408052 & D-0408026 request to install two data-line cable and on phone line cable to relocate a network printer, data-line and a phone line for a new Clerk position. Installation: $183.79; no monthly service increase. Recommended.

D-0408027 request to install a new coaxial cable to relocate existing network printer. Installation: $49.50; no monthly service increase. Recommended.

**Sheriff-Physical Evidence** M-0510025 request to add extensions 2686 and 2687 to multi-line 2685 to better handle incoming calls. Equipment: $0.00; labor covered by contract; no monthly service increase. Recommended.

**Tax Office** D-0409009 & M-0409051 request to install phone and data-line cables for five new cubicle work stations. Installation: $165.00; no monthly service increase. Recommended.

Juvenile M-0409030 request to relocate existing multi-line 3105 from room 119 to room 109 due to changes in office. Equipment: $0.00; labor covered by contract; no monthly service increase. Recommended.

**Health & Human Services** M-0409050 request to install a single-line phone on the 5th floor for a new employee. Installation: $41.50; no monthly service increase. Recommended.

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