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FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

DATES TO REMEMBER

Parkland Budget Hearing - August 31, 2010 at 11:00 a.m.
DATE: July 28, 2010

TO: Darryl Martin, Commissioners Court Administrator

FROM: Gary Lindsey, Assistant Chief Deputy, Operation Services

SUBJECT: Courtesy Patrol Program

OVERVIEW

The Texas Department of Transportation (TxDOT) began operating a Courtesy Patrol or Motorist Assistance program in the Dallas area in 1985 with five employees. The primary function of the program was to keep the freeway system operating at the highest level possible by assisting motorist and reducing the time freeways were impacted by incidents. Secondly, the Courtesy Patrol was responsible for ensuring the freeways were clear of hazards or debris that impacted the flow of traffic.

The Courtesy Patrol has expanded from the original five employees in 1985 to twenty six in 2002 and the number of assists performed each year has grown from 4,000 to approximately 40,000.

In 1994, the Courtesy Patrol operation shifted from being totally funded by TxDOT to being primarily funded by Congestion Mitigation Air Quality (CMAQ) funds.

In 2001, TxDOT approached the Sheriffs Department about Dallas County assuming the operation of the Courtesy Patrol due to the need to expand the program, positions never being approved by the Legislature for the Courtesy Patrol and the reduction in the number of positions assigned to the Dallas TxDOT District Office. The Dallas Regional Mobility Coalition Executive Group reviewed the idea and recommended that a workgroup from TxDOT, DART, North Texas Tollway Authority (NTTA), North Central Texas Council of Governments (NCTCOG), Texas Traffic Institute (TTI) and the Sheriffs Department develop a proposal for an enhanced Courtesy Patrol and the possibility of a transfer. Initially, TTI looked at the feasibility of combining the operations of the TxDOT's Courtesy Patrol and DART's assistance program and recommended against DART being included in any consolidation or transfer because of the additional functions the DART program is responsible for. TTI also recommended Courtesy Patrol be established on NTTA roadways in a consolidated program with the current TxDOT Courtesy Patrol operation. The purpose of this briefing is to update the Commissioners Court on the Courtesy Patrol program and ask to renew the contract with the addition of Amendment 1 to the original Interlocal Agreement.

BACKGROUND:

The TxDOT Courtesy Patrol program was transferred to Dallas County by Court Order 2002 1032 dated June 04, 2002. The Courtesy Patrol program currently has 54 employees. The original recommendation was to increase staffing to meet the needs of the freeway system by staffing ten to eleven routes for both morning and evening rush hours, expands the hours of operation during the week and provide more consistent operations on the weekends.

The North Central Texas Council of Governments uses CMAQ money to fund 80% of the program and the remaining 20% of the program has been divided between TxDOT and NTTA with TxDOT contributing 16% and NTTA4%.
The NTTA has notified TxDOT and the Sheriff's Department that the NTTA will not participate in the Courtesy Patrol program beyond August 31, 2010. The NTTA will expand a program they have started and the NTTA's funding of four percent of the program will cease.

TxDOT has prepared an Amendment to the Interlocal Agreement to remove NTTA from the agreement. The Amendment also increases TxDOT's funding to cover the loss of participation by the NTTA and changes the renewal period from August 31 every year to February 1 every year to bring us in alignment with the renewal period of Tarrant County's Courtesy Patrol program.

IMPACT ON OPERATIONS:

Personnel
The Courtesy Patrol program currently has 57 personnel. As of 2007 the Courtesy Patrol program is administered and managed by a Dallas County employee with TxDOT oversight.

Facilities
TxDOT provides space at the Dallas District Office to house the Courtesy Patrol program at the new ITS Center.

Insurance
The Court requires Automobile Insurance, General Liability and Workers Compensation and Unemployment insurance policies be purchased for the Courtesy Patrol Program. In addition, the cost of employee health insurance is reimbursed to the County.

Routes
As the number of trained personnel increased, the number of routes worked also increased along with the hours the program operates. The current eleven routes cover all major freeways in Dallas County with small overlaps into Denton and Collin County.

FINANCIAL:

The proposed budget is as follows:

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<th>FY2011</th>
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<td>$3,626,704</td>
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The total amount of the contract has increased in the last four years from $5,000,000 to the current amount of $16,369,961.86 thru February 1, 2011. Dallas County will be reimbursed for all expenses of the program including salary, equipment, fuel and maintenance of vehicles. In addition, indirect costs in the approximate amount of $293,656.30 will be recovered by Dallas County during FY2011.

LEGAL INFORMATION:
A Courtesy Patrol amendment has been prepared by TxDOT and sent for review by the District Attorney's Office.

STRATEGIC PLAN COMPLIANCE

This recommendation is consistent with the Dallas County Strategic Plan, Vision 3.1 Synergize Public Safety Programs and Services Across Dallas County – Will ensure the continued support and cooperation between TxDOT and Dallas County to enhance the safety and efficiency of traffic management on the freeway systems.
RECOMMENDATION:
It is recommended that the Court approve the Courtesy Patrol Amendment 1 to the Interlocal Agreement with TxDOT.

[Signature]
Gary Lindsey
Assistant Chief Deputy
ORDER NO:

DATE:

STATE OF TEXAS $§$

COUNTY OF DALLAS $§$

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the

_____ day of ________________, 2010, on motion made by ____________________________________________,

and seconded by ____________________________________________, the following Order was adopted:

WHEREAS, on May 21, 2002, the Dallas County Commissioners Court was briefed on a recommendation to

transfer the operation of the Courtesy Patrol from the Texas Department of Transportation to

Dallas County; and

WHEREAS, the Courtesy Patrol Program provides a vital service to the freeway system; and

WHEREAS, on August 3, 2010 the Dallas County Commissioners Court was briefed on a recommendation

of an amendment to the original Interlocal Agreement; and

WHEREAS, the amendment increases funding by $3,369,961.86 to cover the contract period from August

31, 2010 to February 1, 2011, and removes the North Texas Tollway Authority contribution

from the agreement; and

WHEREAS, this contract period is for six months to align Dallas County’s and Tarrant County’s

Courtesy Patrols contract periods.

NOW THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court

authorizes Amendment 1 to the Interlocal Agreement with the Texas Department of Transportation and authorizes the

County Judge to sign all related documents.

DONE IN OPEN COURT this the ____________ day of ________________________________, 2010.

Jim Foster
Dallas County Judge

Maurine Dickey
Commissioner District No.1

Mike Cantrell
Commissioner District No.2

John Wiley Price
Commissioner District No. 3

Kenneth A. Mayfield
Commissioner District No. 4

Recommended By:
Gary Lindsey, Assistant Chief Deputy
May 15, 2010

The Honorable Lupe Valdez  
Dallas County Sheriff  
Frank Crowley Courts Building  
133 N. Riverfront Boulevard, LB 31 1st Floor  
Dallas, Texas 75207-4313

Dear Sheriff Valdez:

In September 2008, the North Texas Tollway Authority (NTTA) launched its Roadway Customer Service (RCS) Program, which has helped to meet the increasing service needs of North Texas' citizens and the expanding NTTA system. The development of the NTTA's RCS Program was initiated for several reasons, specifically, the increasing demands placed on the Dallas County Sheriff's Office (DCSO) Courtesy Patrol Program; the NTTA's four-county area of service extends beyond the DCSO's typical jurisdictional boundaries; and because we wanted to be able to provide coverage 24-hours/7-days a week to assist motorists traveling on our system.

The current Interlocal Agreement between the NTTA and Dallas County expires on August 31, 2010, and due to the expansion of the NTTA's RCS Program, will not be renewed. Accordingly, the DCSO Courtesy Patrol Unit can again focus on serving other areas in North Texas, and the NTTA's funding of four percent of the program costs will cease.

The NTTA staff and I would like to personally thank you and your team for your support of the RCS Program since its inception in 2008. Your staff has assisted by providing learning opportunities on ride-alongs and through the sharing of information. It is through the great success of the DCSO Courtesy Patrol Program that the NTTA realized the need to implement a similar program to ensure the safety of our customers, a goal I am certain is shared among our respective organizations.

We thank you for your partnership and cooperation to improve mobility in the region. Please feel free to contact me should you have any questions.

Sincerely,

Marty Legé  
Director of System & Incident Management

Cc:  
Dallas County Commissioners Court  
Jesse Hererra, Assistant Chief Deputy, Dallas County Sheriff's Office  
Albert Simon, Dallas County Sheriff's Office Courtesy Patrol Program Manager  
Allen Clemson, Executive Director, North Texas Tollway Authority  
Bill Hale, P.E., Dallas District, Texas Department of Transportation  
Rick Cortez, Texas Department of Transportation  
Ray Brown, Dallas County Budget Office  
Darryl Martin, Dallas County Administrator
July 14, 2010

Chief Joe Costa
Dallas County
Frank Crowley Courts Building
133 N. Industrial Blvd., LB-31
Dallas, Texas 75207-4313

Dear Chief Costa,

Please find attached, two (2) original amendments to the original Interlocal Agreement removing NTTA and supplying additional funds to the program. If all is satisfactory, please obtain authorized signatures on both originals and return both originals to me for further processing. One (1) original will be returned to you upon full execution.

If you have any questions, please contact Angela Green at 214-320-4432.

Sincerely,

Melanie B. Young, P.E.
District Transportation Operations Engineer
AMENDMENT TO INTERLOCAL AGREEMENT
Amendment 1

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Agreement to amend said agreement as follows:

Section 1. Contracting Parties. Upon final execution of this Amendment 1, the North Texas Tollway Authority (NTTA) shall have no obligations as set forth in the original Interlocal Agreement. This transaction will not be retroactive.

Section IV. Contract Payment, is hereby increased by $3,369,961.86 increasing the budget from $13,000,000.00 to $16,369,961.86. This increase is to cover expenses until new expiration date.

Section V. Term of Contract is being extended from August 31, 2010 to February 1, 2011.

Attachment A, Scope of Work, is being revised and replaced in its entirety with the attached Attachment A-1, Scope of Work. Attachment A-1 amends the scope to remove references to and responsibilities of the NTTA.

Attachment B, Budget and Payment Provisions, is being revised and replaced in its entirety with the attached Attachment B, Amendment 1, Budget and Payment Provisions, has been added to reflect the additional expense incurred with the additional funds requested. Attachment B, Amendment 1, amends the budget and payment provisions to remove references to and responsibilities of the NTTA.

Attachment E, Location Map Showing Coverage Area, is being revised and replaced in its entirety with the attached Attachment E-1, Location Map Showing Coverage Area, to reflect expanded area for FY 2011.

Attachment F, Operation Plan, is being revised and replaced in its entirety with the attached Attachment F-1, Operation Plan, to remove references to and responsibilities of the NTTA.

Attachment G, Dallas County Courtesy Patrol Operations Manual, Introduction, is being revised and replaced in its entirety with the attached Attachment G-1, Dallas County Courtesy Patrol Operations Manual, Introduction, to remove references to and responsibilities of the NTTA.

This amendment shall become effective when fully executed. All other terms and conditions of the above numbered Interlocal Agreement not hereby amended remain in full force and effect.

DALLAS COUNTY

By

AUTHORIZED SIGNATURE

Typed Name and Title

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By

Janice Mullenix
Director of Contract Services

Interlocal - Interlocal_Amend

Page 1 of 1

Rev 02/01/2008
A. TXDOT'S RESPONSIBILITIES

1. TXDOT shall provide oversight and coordination of the work for the Project.

2. TXDOT, in cooperation with the County, has developed an Operation Manual, as shown in Attachment G-1. This Operation Manual includes operating procedures for the Project, including but not limited to the operations procedures, the hours of operation, the number and duration of shifts for the operation. TXDOT’s, and the County’s representatives responsible for the Project shall jointly agree upon this information. The responsible representatives from TXDOT and the County shall jointly agree to any changes, modifications, and/or additions to this Operation Manual.

3. TXDOT will make suitable, frequent, and complete inspections of materials, personnel, and equipment for the Project sufficient to determine that the Project and its components meet all applicable requirements in a suitable manner to ensure the terms of the Operation Manual are met. TXDOT will promptly notify the County if the objectives of the Operation Manual are not met.

4. TXDOT will monitor the management expectations, performance obligations and financial requirements of this Agreement using appropriate and necessary monitoring and inspections, including but not limited to: review of daily log reports, physical inspection of project records, attend meetings and review of scheduled routes and operation schedules.

5. TXDOT may provide a facility for dispatching the patrollers for the Project. For the duration of this Agreement.

6. TXDOT will perform an administrative review of the project, at the close of the contract period or at the end of each fiscal year (whichever represents the shortest amount of time). This review will determine if the objectives and requirements of the project were met, recommend any changes to increase effectiveness and determine the total cost of the project. This review will be completed within 30 days of receipt of final reporting and reimbursement requests from the County. A copy will be provided to the County within 5 days of completion.

B. COUNTY'S RESPONSIBILITIES

1. Ensure that the project is managed and operated according to this Agreement.

2. The County shall operate the Courtesy Patrol with support, oversight and coordination of TXDOT. The County shall employ personnel, provide all equipment and materials to operate the Project unless noted otherwise hereinbefore. The County shall not be responsible for the direct costs incurred by TXDOT for the management and the coordination of the Project.

3. The County shall provide opportunities and documentation, as may be required, to enable TXDOT to carry on suitable, frequent, and complete inspections of materials, equipment and personnel to afford determination by TXDOT that all materials, equipment and personnel are readily available and in good operating condition and comply with the requirements of the Operation Manual. Upon notification of TXDOT that the objectives of the Agreement are not being met, the County will promptly take corrective measures to rectify the situation and will report the corrective action to TXDOT within 10 days of notice.

4. The County shall compile statistics from the daily activity logs for the Project and provide this information to the TXDOT on a monthly basis. The logs and the compiled statistics shall separately track and identify information relating to TXDOT's highways.

5. The County, in cooperation with the TXDOT, shall jointly agree to any modification to the Courtesy Patrol coverage routes.

6. The County shall provide personnel for dispatching the Courtesy Patrol. The County shall provide equipment as deemed necessary to communicate with the Dallas County Sheriff's Office.

7. The County shall assist in the formal and on-the-job training for the Project as noted in the Operation Manual.

8. The County shall use reasonable care in fulfilling its obligations. The County will reimburse TXDOT for equipment that is destroyed, lost or misplaced by the County.
ATTACHMENT B (Amendment 1)

Budget and Payment Provisions

1. The maximum amount of this Agreement without modification is $16,369,961.86. A cost estimate for the operation of the Project is shown on Attachment B-1A, attached hereto and made a part of this Agreement.

2. TxDOT will reimburse 80% of the total costs incurred for the operation of the Project with federal funds which include all direct and indirect costs. In addition, TxDOT will reimburse 20% of the costs for operating the Project with TxDOT matching funds. The County shall request this payment directly from the TxDOT. The County shall not be responsible for payment of any direct or indirect costs incurred in the operation of the Project.

3. TxDOT will reimburse the County for properly supported costs incurred under the terms and conditions of this Agreement. Reimbursement will be made by TxDOT to the County for labor, equipment, equipment maintenance, fuel and supplies provided the County has paid from County funds its obligations covering items of costs previously billed.

4. The County must maintain verification that all expenses, including wages, salaries, benefits paid, equipment and operating costs, for which reimbursement is requested, is for work exclusively related to this project. In order to verify that Courtesy Patrol services are accurately accounted for, TxDOT requires that the County shall submit verification of such payment with each invoice on a monthly basis. Verification documents must be in the form of a detailed invoice of all expenses incurred, payment will be held pending receipt and verification of documents. Details below:
   - Payment verification of all equipment purchased.
   - Payment verification in the form of paycheck receipts, payroll records, with a detailed statement of earnings for each employee.
   - Payment verification for fuel and maintenance expenditures.
   - Payment verification for cell phone expenditures.
   - Payment verification for emergency safety material expenditures (i.e. flares, cones, and flags)
   - Payment verification for purchased hardware supplies and tools expenditures.
   - Payment verification for Driver's Insurance and Worker Compensation Insurance expenditures.
   - Payment verification for office supply expenditures.
   - Payment verification for uniform expenditures.
   - Payment verification for all indirect cost expenditures.

PAYMENTS

1. The County shall prepare and submit the monthly Billing Statements in a manner acceptable to TxDOT. Included in the documentation shall be the reimbursable amount for the operation and materials and/or equipment incurred by the County, which has been accepted by TxDOT.

2. For costs to be reimbursed by TxDOT, an original and one (1) copy of the Billing Statement should be submitted to the following address:

   Texas Department of Transportation  
   Attn: Director of Operations  
   P.O. Box 133067  
   Dallas, Texas 75313-3067

3. All Billing Statements shall be properly documented, summarizing the costs by description of work performed, quantity of materials and devices, unit price, labor costs, and extensions.

4. TxDOT will make payment to the County within thirty (30) days from receipt of the County's Billing Statement, provided that it is properly prepared, executed, and documented.

5. Unsupported charges or charges after final acceptance by TxDOT will not be considered eligible for reimbursement. If applicable or necessary, TxDOT will prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of TxDOT. TxDOT will provide copies of its payment transmittal memorandum as an accommodation only, and without creating any obligation, liability, breach, representation or warranty with respect to whether the applicable Billing Statement is accurate, prepared in accordance with this Agreement or is otherwise proper for payment.
### ATTACHMENT B-1, Amendment 1

**FY 2011 Proposed Courtesy Patrol Budget**

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<th>Sub-Total</th>
<th>Operational Costs</th>
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<td>Retirement</td>
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<td>Health Insurance</td>
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<td>TxDOT share (20%) $673,992.37</td>
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**Operational Costs**

- Cell Phones $14,200.00
- Vehicles (5 each) $250,000.00
- Fuel $215,000.00
- Maintenance $110,000.00
- Vehicle Insurance $100,000.00
- Uniforms $54,500.00
- Office Supplies $2,000.00
- Indirect Costs $293,656.30

**Operational Costs Sub-Total** $478,454.63

**Total Personnel Costs** $2,330,605.56

**Operational Costs** $1,039,356.30

**Year Budget** $3,369,961.86

- Federal share (80%) $2,695,969.49
- TxDOT share (20%) $673,992.37

**Workers' Comp** $93,545.00

**Overtime** $43,863.93

**Total Personnel Costs** $2,330,605.56

**No. employees** 53
ATTACHMENT F-1

Operation Plan

1. TxDOT may provide the County an area for dispatching Courtesy Patrol.
2. TxDOT may provide the County with office space for Courtesy Patrol Operations.
3. TxDOT may provide a staging area for the County to park units during non operational hours.
4. The hours of operation shall be a minimum of 5:00am to 9:30pm on weekdays and 11:00am to 7:30pm on weekends. Any adjustment to the operational hours shall be made in cooperation with TxDOT and shall not adversely impact the operational budget.
5. Each Courtesy Patrol vehicle should be staffed with a minimum of two patrollers dependent upon daily staffing. Any Courtesy Patroller scheduled to patrol alone shall be properly trained and have a minimum of 18 months of experience in Courtesy Patrol or equal.
6. The Courtesy Patrol Operation is intended to assist the general public and the following areas:
   - Assist motorist that may have a stalled vehicle.
   - Assist motorist that may have a flat tire.
   - Assist motorist that may have run out of fuel.
   - Assist motorist that may be lost.
   - Remove debris from the roadway.
   - Move Abandon vehicle that are blocking lanes.
7. Each Courtesy Patroller shall serve as a vital element of the Dallas ITS System. They shall report and/or confirm activities on the freeway system that may impact the flow of traffic to the DalTrans Operations Center.
8. Each Courtesy Patroller shall report any damage to the Freeway System that will require the attention of the TxDOT Maintenance Forces to the DalTrans Operations Center.
9. The Courtesy Patrol Operations shall assist law enforcement on major/minor traffic incidents.
10. Each Courtesy Patrol vehicle should stay on its designated route unless said vehicle is dispatched to assist in another area or special circumstance dictate a need different area (i.e., special event, weather related situation, etc.)
11. Each Courtesy Patroller shall use proper radio etiquette when communicating with dispatchers or other Patrollers.
12. Each Patroller shall conduct themselves in a manner that will not be detrimental to the Program and in accordance with policies and procedures outline by the County.
INTRODUCTION

The Dallas District of the Texas Department of Transportation and Dallas County are dedicated to providing the area highways a Courtesy Patrol operation that will operate seven days a week. The highway miles covered are approximately two hundred and ninety-eight centerline miles. The primary function of the patrol is to keep highways operating at the highest level of service possible by assisting stalled motorists and reducing the time the highway is impaired by accidents.

The partnering agencies are concerned about motorists in distress on the highway. Research has shown that the quicker a stalled vehicle is removed from the highway system, the less likelihood there is of an accident occurring, either directly or indirectly, as a result. The presence of a stalled vehicle on a high-speed traffic lane of the highway is a real and dangerous traffic hazard, not only to the occupants of the stalled vehicle, but also to those of other approaching vehicles. Our goal is to provide emergency roadside service to those motorists by means of gas, flat tires, water for radiators, or minor engine repair, i.e., fan belts or radiator hoses.

The secondary function of the patrol is to provide a travel facility free of hazardous debris and to report needed roadway repairs. The patrol personnel remove damaged guardrail, light standards, signs, and other debris from the roadway. During inclement weather they report hazardous highway conditions such as icing and high water.
Dallas County
JUVENILE DEPARTMENT

MEMORANDUM

Date: July 14, 2010
To: Dallas County Commissioners Court
From: Randy Wadley, Interim Director
Subject: Juvenile Detention Alternatives Initiative

Background of Issue:

At the May 2006 meeting, the Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF) and a professional services contract with Dr. Michael Lindsey to serve as the project coordinator overseeing the implementation of the project. On February 25, 2008, the Juvenile Board approved a professional services contract with Jema Hill-Cook to study and assess the Juvenile Department’s case management process to determine the impact of current processes on the successful implementation of the JDAI. The board also approved stipend payments of $200 per pay period for Joe Sims, Facility Expediter and Vernetta Kinnard, Quality Assurance Administrator and Coordinator of JDAI community forums funded through AEFC as well as the hiring of one part-time staff to assist the Juvenile Department’s Statistics and Research Manager. Virginia Porter, County Auditor, was approved as the “Authorized Financial Personnel” for financial documents associated with the JDAI AECF grant.

The designation as a JDAI replication site initially included a three-year grant award payable in increments of $100,000 for each year of implementation. June 30, 2009 was scheduled to be the last day of the grant. However, the Annie E. Casey Foundation awarded a fourth year of funding to Dallas County Juvenile Department in July 2010 and will award a fifth year maintenance amount of $15,000. July 2010 is the beginning of the fifth year of JDAI project. The Annie E. Casey Foundation is awarding the fifth year funding for maintenance of the implemented initiatives. Local sites such as Dallas County will receive a smaller award than state sites for maintenance.

Thus, the purpose of this briefing is to seek approval for continued participation in the JDAI project sponsored by the AECF, approval of a professional services contract with Dr. Michael Lindsey for coordination of the JDAI project, approval of the $200 per pay period stipends to Joe Sims and Vernetta Kinnard, approval of continued employment of the part-time staff to assist the Juvenile Department’s Statistics and Research Manager, and appointment of Virginia Porter, County Auditor, as “Authorized Financial Personnel” for financial documents associated with the JDAI AECF grant.

Impact on Operations and Maintenance:

Joe Sims and Vernetta Kinnard continue to work closely with Dr. Lindsey on project coordination and implementing the key tenants of the JDAI. The Juvenile Department continues to make progress in validating the Risk Assessment Instrument (RAI), which assist in objective decision-making with regard to risk thereby increasing the likelihood that decisions about detaining youth in secure detention will be made based upon risk as opposed to treatment or mental health needs. Additionally, the Department’s JDAI committees (Leadership, Ownership and Authority; Collecting and Analyzing Data; Alternatives to Detention; Objective Admissions Policies and Practices; Case Processing Analysis and Changes; Reductions in Special Detention Populations; Reductions in Racial/Ethnic Disparities and Disproportionate Minority Confinement; Conditions of Confinement; and Gender Specific Groups) which include community stakeholders, juvenile judges, attorneys, and juvenile department staff will continue to work in accordance to the development plan for year five.

2600 Lone Star Drive, Box 5      Dallas, Texas 75212      (214) 698-2200
With regard to the designation of the County Auditor, it is noted that the Auditor's Office generally signs as financial representative, and assumes responsibility for accuracy of the financial data for Dallas County. This designation will decrease any appearance that the Chairman of the Dallas County Juvenile Board will assume any unnecessary administrative duties.

The part-time staff will continue to assist in compiling qualitative and quantitative data required for the completion of the JDAI project.

**Strategic Plan Compliance:**

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is safe, secure, and prepared by synchronizing data collection systems and processes across local government entities and departments with the designation of the County Auditor as the Authorized Financial Personnel. In addition, the current proposal adheres to Vision 3 via convening local criminal justice partners to identify and expand detention and sentencing alternatives with regard to the professional services contract with Dr. Michael Lindsey as well as the coordination services offered by Joe Sims and Vernetta Kinnard.

**Legal Impact:**

The professional services contract with Dr. Michael Lindsey has been sent to the District Attorney’s Office for review. Virginia Porter, County Auditor, currently serves as the “Authorized Financial Personnel” for Dallas County.

**Financial Impact/Considerations:**

As a result of the prior year's $102,355 rollover to year five and the anticipated fifth year award of $15,000, the total budget amount for the fifth year of the grant is approximately $117,355. Funding for the two stipends for $200 per pay period and the funding for one part-time staff for the assistance with the statistical analysis was allocated and approved in the FY 2010 JDAI grant budget, and relatedly is requested in the FY 2011. The current professional services contract budget totals $30,000 for Dr. Michael Lindsey. All funds are available from the Annie E. Casey Foundation grant.

**Recommendation:**

It is recommended that Dallas County Commissioners Court approves the Juvenile Department's continued participation in the JDAI project sponsored by the AECF. It is also recommended that Commissioners Court approves the professional service contract with Dr. Michael Lindsey for coordination of the JDAI project, the $200 per pay period stipends to Joe Sims and Vernetta Kinnard, the appointment of Virginia Porter, County Auditor, as “Authorized Financial Personnel” for financial documents associated with the JDAI AECF grant, and continued employment of the part-time staff funded by the AECF grant to assist the Juvenile Department’s Statistics and Research Manager in compiling statistical information for year five of the JDAI project.

Recommended by: Randy Waitley, Interim Director
Date: July 26, 2010

To: Members of the Civil Service Commission

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

Subject: Deputy Constables - Job Qualifications and Hiring Process

Background
Earlier this year, Commissioners Court asked the Human Resources/Civil Service Department to review the job qualifications and hiring process for deputy constables. We have coordinated with the Constable Offices to complete this project. Coordinating with the Constable Offices was critical because our office (hr) has hiring responsibilities outlined by the Civil Service Commission and the Constable Offices have responsibilities as required by the Civil Service Commission and the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE). Therefore, some of the hiring responsibilities and maintenance of records for these two offices overlap and some of them clearly do not. This can and has caused confusion for all involved. In an effort to clarify and simplify this process, we have outlined the current steps involved in the hiring process:

Step I: The Civil Service Commission establishes the job description, job qualifications and pay grade as illustrated in Attachment A.

Step II: The Constable evaluates a deputy constable applicant based on the job qualifications outlined in Attachment A. In addition, the Constable must satisfy other requirements imposed by TCLEOSE. For instance, on the background investigation requirement, the Constable must conduct the following: (1) a review of previous employment which may very well exceed the County's requirement of ten years; (2) current proof of military service (if applicable); (3) a criminal history check (CCH) through TCIC-NCIC; (4) fingerprinting through the FBI; and (5) if a criminal record exists, a copy of certified record of disposition of all charges must be obtained. Once a decision is made to offer employment, the Constable then forwards the application and background release form to HR/Civil Service, along with educational documentation.

Step III: HR/Civil Service evaluates the applicant's qualifications and obtains background information from a third party vendor referencing the applicant's previous employment for the past ten years, criminal history check of seven years; reported residences; verification of social security number; and motor vehicle record check for the past three years. If the applicant's information is verified, the Constable is notified and all paperwork is then prepared to hire the successful candidate.
Step IV. Once the applicant is hired, the Constable is responsible for completing and maintaining all records required by TCLEOSE and for retaining all information gathered by the Constable’s Office during the hiring process. HR/Civil Service retains all information it has gathered on the employee during the hiring process.

Summary of Review
Each Constable Office worked with HR/Civil Service to provide information related to each of their current employees as shown in Attachments C1 - C5. Information provided included: date of hire; law enforcement experience; date of peace officer’s license; and date of psychological evaluations, if conducted. Information regarding employee physicals and drug screenings are retained by the Employee Health Center. The findings of the review are:

(1) The current hiring process has been utilized for over fifteen (15) years and compliance with TCLEOSE regulations has been handled by each elected constable. The HR/Civil Service Department’s verification process for deputy constables has been the same as for other employees. A third party vendor has been utilized to collect required information as outlined earlier in the memo.

(2) While a polygraph test is listed on the deputy constable job description, a polygraph has never been administered to deputy constables in Dallas County. It has now been implemented.

(3) On the psychological examination requirement, the Constable Offices have met TCLEOSE requirements. TCLEOSE requires psychological examinations for all new officers and for officers who have had more than 180 days break in service from TCLEOSE certified agency. This does not, however, necessarily comply with the Civil Service job requirements. Again, after clarification of this requirement, implementation of this clarification can occur almost immediately.

Recommendation(s)
In order to clarify job requirements and the hiring process for the deputy constable position, the Human Resources/Civil Service Department recommends the following:

- Align the requirements of a deputy constable position to those for a deputy sheriff position to include:
  - Background investigation conducted in accordance with all TCLOSE standards and requirements. For example: TCIC/NCIC.
  - Polygraph examination;
  - Psychological examination through county vendor with a minimum cut-off score to be approved by Civil Service Commission; and
  - Physical examination, which must include drug screening.
  - Scoring a minimum of 70 on an entry level test that assesses applicant’s skill level in the areas of reading comprehension, writing, memorization, and analytical ability.
  - Physical agility testing with minimum levels of performance required
Page 3 – Deputy Constable Hiring

- These requirements will apply to all deputy constable applicants, whether they are new to law enforcement or have law enforcement experience, unless it is an internal lateral transfer and all requirements have previously been satisfied and still meet TCLEOSE requirements.

- Once all required information has been gathered on the applicant, the Constable’s Office will submit it, unless prohibited by law, to the HR/Civil Service Department. The submitted information must comply with all TCLEOSE requirements and copies of the documents must be forwarded. If the law prohibits the actual distribution of the documents, then the Civil Service Commission will designate in its approval of these clarification/changes what document will substitute for the documentation. Human Resources must complete its process prior to the final offer is made to the applicant.

- Each Office will retain its file with applicable documentation – HR as required by Dallas County’s Civil Service Commission and the Constable Offices as required by Dallas County’s Civil Service Commission and TCLEOSE.

Impact on Operations
Approval of the recommendations will update and clarify the qualifications and hiring process for the Human Resources/Civil Department and the Constable Offices.

Financial Impact
There will be limited additional cost for the polygraph ($59.40 each) and psychological ($150.00 each) tests with total estimated cost under $5,000.00.

Strategic Plan Compliance
Recommendations in this briefing are consistent with Dallas County’s Strategic Plan Vision 1, Strategy 1.5: Dallas County should maintain a strong, motivated workforce.

Recommendation
The Human Resources/Civil Service Department requests the Commissioners Court approve the hiring recommendations set forth in this briefing and forward such to the Civil Service Commission for final approval.

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

Attachment A – Deputy Constable Job Description
Attachment B – TCLEOSE Hiring Requirement Checklist
Attachment C – Constable’s Overview

Copy: All Dallas County Constables
DALLAS COUNTY JOB DESCRIPTION

Job Title: Deputy Constable I  
Job Code: 901000  
Job Grade: 66

Reports To: Deputy Constable II or III  
Pos. No.: Various  
FLSA Code: N

Department: Constable  
Loc. Code: Various  
SIC Code: 9221  
WC Code: 7720

Division: Various Precincts  
CS Code: A  
EEO Code: D04

Summary of Functions: Performs licensed peace officer tasks in accordance with State and local laws and the policies and procedures of the Constable’s Office and performs bailiff tasks for the Justice of the Peace.

Management Scope: N/A

Duties and Responsibilities:

1. Delivers and executes civil papers to include citations, small claims notices, injunctions, subpoenas, summons and restraining orders.  
   % of Essential Time: 40 E

2. Delivers and executes writs involving garnishment, attachment, execution, habeas corpus, possession, sequestration, restitution and orders of sale.  
   % of Essential Time: 30 E

3. Delivers and executes warrants for bad checks and peace bonds.  
   % of Essential Time: 10 E

4. Performs arrests and set outs, when warranted.  
   % of Essential Time: 05 N

5. Transfers prisoners to and from jail and the courts.  
   % of Essential Time: 05 N

6. Performs Bailiff tasks for the Justice of the Peace, if needed.  
   % of Essential Time: 05 N

7. Performs other duties as required.  
   % of Essential Time: 05 N

Minimum Qualifications:

Education, Experience and Training:
TCLEOSE (Texas Commission on Law Enforcement Officer Standards and Education) and one of the following combinations: (1) thirty hours of college from an accredited college or university with a grade “C” or better and one year of law enforcement experience; OR (2) fifteen hours of college from an accredited college or university with a grade “C” or better and two years of law enforcement experience; OR (3) three years of law enforcement experience. A candidate may be considered for a Deputy Constable Recruit at a lower salary grade with one of the following: Certified Law Enforcement Officer OR one year of law enforcement experience OR thirty hours of college from an accredited college or university with a grade “C” or better.

Special Requirements/Knowledge, Skills & Abilities:
Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Must be at least 21 years of age and...
possess a valid Texas Driver’s License, with good driving record. This position requires successful completion of a polygraph exam, psychological exam, physical exam and extensive background investigation. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment. Also, if hire date is over 180 days from last appointment, must by law pass a criminal history check, physical and psychological exam and drug test.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases.

Supervisor Signature ___________________________ Date ______________

Reviewed by Human Resources/Civil Service on Date ______________

Approved by Civil Service Commission on Date ______________

This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. The percentage of time devoted to each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.
# Law Enforcement Agency Licensee Records Checklist

| 1. New licensee  
(217.1) | 2. 180 days or less break in service  
(217.7)(e) | 3. More than 180 day break in service  
(217.7)(f) | 4. Missing Documents  
(217.7) |
|--------------------------------|--------------------------------|--------------------------------|------------------|
| □ L-1 (copy)  
□ L-2  
□ L-3 (copy)  
□ accepted from academy  
□ CCH (TCIC-NCIC)  
□ Proof of Education  
□ Proof of Military, (if applicable)  
□ DPS & FBI/FP return  
□ Proof of Citizenship  
□ If criminal record exists, agency must have copy of certified record of disposition of all charges. | □ F-5R (copy)  
□ L-1 (copy)  
□ L-2  
□ L-3  
□ CCH (TCIC-NCIC)  
□ DPS & FBI FP return  
□ Weapons qualification within last 12 months. | □ F-5R (copy) (not required for licensees hired before 9.1.2005)  
□ L-1 (copy)  
□ L-2  
□ L-3  
□ CCH (TCIC-NCIC)  
□ DPS & FBI FP return  
□ Weapons qualification within last 12 months. | □ F-5R (copy) (not required for licensees hired before 9.1.2005)  
□ L-1 (copy)  
□ L-2  
□ L-3  
□ CCH (TCIC-NCIC)  
□ Proof of Education  
□ Proof of Military, (if applicable)  
□ DPS & FBI/FP return  
□ Proof of Citizenship  
□ Weapons Qualification  
□ If criminal record exists, agency must have copy of certified record of disposition of all charges. |

Annual Weapons Proficiency? YES ☐ NO ☐ Date Qualified: ___/___/___ (217.21)
## Constable Precinct 1

**Constable Evans**
**Took Office 4/3/2001**

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## CONSTABLE PRECINCT 1

**Constable Evans**
**Took Office 4/3/2001**

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# Constable Precinct 2

**Constable Mike Gothard**  
Took Office 1/16/2001

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## CONSTABLE PRECINCT 2

### Constable Mike Gothard

**Took Office 1/16/2001**

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### Took Office 1/16/2001

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**Constable Adamcik**  
**Took Office 1/1/2007**

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## Constable Precinct 4

**Constable Skinner**

*Took Office 1/1/1985*

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Constable Villareal
Took Office 7/13/2010

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7/28/2010

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# CONSTABLE PRECINCT 5

**Constable Villareal**  
Took Office 7/13/2010

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7/28/2010  
TAB NAME: PRECINCT 5  
Page 4 of 5 Pages
**CONSTABLE PRECINCT 5**
Constable Villareal
Took Office 7/13/2010

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<th>FIRST NAME</th>
<th>JOB NAME</th>
<th>LAST HIRE DATE</th>
<th>ORG. NAME</th>
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<th>L/E EXP.</th>
<th>TCLEOSE Cert. Dt.</th>
<th>Psych. Exam</th>
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7/28/2010

TAB NAME: PRECINCT 5
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: July 26, 2010

To: Members of the Civil Service Commission

From: Randy Wadley, Interim Director of Juvenile Services
       Mattye Mauldin Taylor, Director of Human Resources/Civil Service

Subject: Merging of the Juvenile Human Resources Division into Central Office of Human Resources

Background
The Juvenile Board/Management is requesting Commissioners Court’s approval to merge the Human Resources Division in the Juvenile Department into the County’s Central Human Resources/Civil Service Department. The goals are to consolidate services; improve organizational effectiveness; increase efficiencies; and adopt a service model more reflective of organizations seeking to streamline and become more cost effective.

There are currently twenty (20) employees in central hr and ten (10) employees in the juvenile hr department. In an effort to merge these two offices and accomplish the goals outlined above, the director of hr is requesting the Court’s approval to re-organize central HR. Each position would be reviewed for possible modification, addition or deletion. With the creation of new or modified positions, each employee will have the opportunity to apply and compete for the newly created positions. The director of hr will work closely with management at juvenile to facilitate a smooth transition.

In coordination with the Office of Budget and Evaluation, the re-organization proposal would be presented to Commissioners Court and then to the Dallas County Civil Service Commission for final approval.

Impact on Operations
The goals of the merger are to consolidate services; improve organizational effectiveness; increase efficiencies; and adopt a service model more reflective of organizations seeking to streamline and become more cost effective. Also, some positions would be eliminated which would negatively impact employees.

Financial Impact
The projected cost saving is currently estimated at approximately $100,000.00. A travel allowance for the hr director is requested as significant travel between the two offices will be required.

Strategic Plan Compliance
Recommendations in this briefing are consistent with Dallas County’s Strategic Plan Vision 1, Strategy 1.3 -Dallas County provides sound, financially responsible, and accountable governance.
Recommendation
The recommendation is for Commissioners Court to approve the merger of the human resources functions of the Juvenile Department into the Central Human Resources/Civil Service Department and the re-organization of the Central HR/Civil Service Department take place in accordance with County policies.

Recommended by:

Randy Wadley

Recommended by:

Martye Mauldin-Taylor, Ph.D.
August 3, 2010

TO: The Honorable Commissioners Court
FROM: Linda Boles, Assistant Purchasing Agent
SUBJECT: RFQ of Energy Service Companies for Performance Contracting

Background/Issue
A request for proposal has been written seeking solicitations from qualified Energy Service Companies to identify, design, guarantee, install, maintain, monitor, and potentially help arrange financing a comprehensive utility conservation program, (see attached).

The contract is based on a not-to-exceed period of ten (10) years. 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. Company Profile</td>
<td>15</td>
</tr>
<tr>
<td>II. Experience of Prime Firm</td>
<td>30</td>
</tr>
<tr>
<td>(including but not limited to: demonstrated previous experience, prior similar experience, financial stability, references, litigation, etc.)</td>
<td></td>
</tr>
<tr>
<td>III. Key Personnel Assigned to Project including any Subconsultants</td>
<td>30</td>
</tr>
<tr>
<td>IV. Financial Considerations</td>
<td>10</td>
</tr>
<tr>
<td>(including but not limited to: savings guarantees and financial incentives and financing options)</td>
<td></td>
</tr>
<tr>
<td>V. M/WBE Compliance and Participation</td>
<td>15</td>
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</tbody>
</table>

The proposals will be evaluated and scored by representatives from the following county departments; Commissioners Court, Operations, Facilities Management, County Auditor, Budget, Facilities Management, Communications/Central Services and Engineering and Project Management. The M/WBE Officer will solely review and score Category V: M/WBE Compliance and Participation.

The RFP process will consist of initial scoring based on the information contained within the RFP, clarifications and/or interviews. The committee will then submit a recommendation to the Commissioners Court recommending the highest rated firm deemed most qualified/susceptible for advancement to Step Two of the RFQ process. Upon approval, staff will enter into contract negotiations with the identified firm.

Recommendation
It is the recommendation of the Purchasing Department that the Commissioners Court approve the attached Request for Qualifications Proposal of Energy Service Companies for Performance Contracting in accordance with State and Local government laws.

Should the Court concur with this recommendation and Court Order will be scheduled for the next available Formal Agenda.
REQUEST FOR QUALIFICATIONS OF ENERGY SERVICE COMPANIES FOR PERFORMANCE CONTRACTING

Pre-Proposal Conference:
TBD

PROPOSAL DUE DATE:
[Enter Date]
Dallas County Purchasing Department
509 Main St., 6th Floor, Room 623
Dallas, Texas 75202
INTRODUCTION

INTENT/OVERVIEW
Dallas County, Texas (County) is currently accepting qualifications from Energy Service Companies (ESCOs) to identify, design, guarantee, install, maintain, monitor, and potentially help arrange financing a comprehensive utility conservation program. For the purpose of this RFQ, “ESCO” refers to any entity that is qualified to provide a turnkey utility conservation program that includes the services listed in this request and meets the requirements listed. The County intends to select an ESCO and to award a single contract to perform cost-effective utility conservation retrofits. The projects may take place in a comprehensive nature or may take place in multiple phases.

GENERAL COUNTY INFORMATION
Dallas County manages fifty-three (53) buildings totaling approximately 6.6 million square feet with an estimated value of $1 billion. The types of buildings include general office buildings, court buildings, and jail space. While a majority of the buildings reside on campuses composed of two to five buildings, there is a significant number of single buildings located throughout the county. A listing of County buildings is provided as an attachment to this document (Attachment A).

The selected company can look at other facilities or items within the County during the detailed “investment” grade audit including but not limited to water system operations.

SCOPE OF SERVICES
The County intends to address all significant utility costs in this conservation and cost reduction program. Additionally, the County intends to upgrade outdated and obsolete equipment and perform improvements through this program.

The County anticipates a major reduction in annual utility and operating costs through the implementation of this utility conservation program. The ESCO will provide a written guarantee of all utility reduction and provide a financing mechanism and plan for the project. As part of the process, any resulting contract must include provisions for monitoring and verification of utility and any guaranteed operating savings. If requested, the ESCO shall arrange financing or assist the County in procuring the most cost effective funding for the project. The term of the contract is not-to-exceed ten (10) years from the final date of installation and must meet all requirements as outlined under Local Government Code Chapter 302.

GENERAL CONDITIONS

COUNTY’S COMMITMENT
This RFQ is not a commitment by the County to fund any services from any Respondent. The County will not be liable for any direct or indirect costs that any Respondent may incur in the preparation or production of a response to this RFQ, or for any due diligence or negotiation costs.

The County reserves the right at its sole and exclusive discretion to cancel the selection process at any time, add, modify, or delete any items in this RFQ, negotiate additional items to be included in the Offer response or delete items from such response, or to award all or part of the
services to one or more Respondent.

The materials and information included in this RFQ are intended to assist the Respondent in the formulation of their response. The County’s desire is to provide the Respondent with relevant information known at the time of the production of this RFQ. However, the County makes no representation as to the accuracy and completeness of such materials and information. The Respondent understands and agrees that the County, nor any of its agents, advisors, or representatives make any representation as to the accuracy and completeness of such materials and information and shall have no liability to the Respondent resulting from the use of said materials and information.

The County reserves the right to reject any and all proposals received in response to this RFQ. A contract for the accepted proposal will be based upon factors described in this RFQ.

The County is aware that responses to the RFQ may contain information relevant for evaluation purposes but deemed confidential by the Respondent. As a result, it is the Respondent’s responsibility to specifically identify/properly mark all applicable page(s) of the response that contain such information. However, Dallas County shall not be bound by any language in the Respondent’s bid indicating confidentiality or any other restriction on its’ use or disclosure unless otherwise obligated by law. DALLAS COUNTY WILL NOT RECOGNIZE ANY RESPONDENT’S PROPOSAL THAT DESIGNATES ITS ENTIRE RESPONSE AS PROPRIETARY

SUBCONTRACTOR OR ASSIGNMENT OF THE CONTRACT
All Respondents must include the intent to utilize any subcontractor with their proposal submission for evaluation purposes. In the event, a contract is executed with a firm(s) that utilizes a subcontractor, any changes to the noted subcontract firm(s), must be approved in writing by the Dallas County Commissioners Court.

COMMUNICATIONS REGARDING THE RFQ
All questions regarding this RFQ are to be submitted, in writing, to Linda Boles, Assistant Purchasing Agent, via e-mail at lboles@dallascounty.org or by fax to (214) 655-7449 or via mail to Dallas County Purchasing, 509 Main Street Room 623 Dallas, TX 75202.
All questions, comments and requests for clarification must reference the RFQ number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

All addendums and/or any other correspondence (general information, question and responses) to this RFQ will be made available exclusively through the Dallas County website for retrieval. Vendors are solely responsible for frequently checking this website for updates to this RFQ. Addendums to this RFQ can be located at the following web address: http://www.dallascounty.org/department/purchasing/currentbids.html (go to the appropriate RFQ #, click on the appropriate hyperlink for viewing and/or downloading.)
Upon release of the proposal, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through the Dallas County Purchasing Department for this procurement.

PRE-PROPOSAL CONFERENCE
The County has scheduled a pre-proposal conference to be held in the on [Enter date] in the Human Resource Training Room – 509 Main Street, Rm. 634, Dallas, Texas 75202.

The County will hold one pre-proposal conference as detailed in this document. Attendance at the pre-proposal conference is encouraged but is not mandatory. The purpose of this conference is to outline the scope of work and give potential Respondents an opportunity to ask questions and obtain clarification regarding any aspect of the RFQ.

QUESTIONS
Initial questions are to be submitted, in writing, to Linda Boles [Enter date and time]. These questions will be addressed during the pre-proposal conference.

Firms will be required to submit, in writing, any additional questions presented at the pre-proposal and/or after the conference. Any/all additional questions must be received [Enter date and time]. All questions and responses will be posted to the County’s website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the stated deadline date.

RFQ RESPONSE DUE DATE
Unless otherwise posted, all Proposals to this RFQ will be due at [Enter date and time]. Offers will not be accepted after the due date and time specified and will be returned unopened.

LEGAL AUTHORITY
The County of Dallas Texas (“Dallas County” or the “County”) is soliciting this RFQ as authorized in the Texas Local Government Code 2254 and Texas Local Government Code Chapter 302. The County desires a service solution that will not only meet its minimum requirements, but will offer the County the most functionality within its budgetary limitations. The RFQ, in accordance with State of Texas guidelines, provides for a process where the most qualified firm is selected based on the evaluation criteria described herein. Dallas County and the selected firm will then attempt to negotiate appropriate fee schedules. All information will be kept confidential until a contract is formally executed or the RFQ is cancelled.

TERM OF CONTRACT
It is the intent of the County to enter into a contract with a firm with a term based on the final negotiated scope of work and anticipated projects. It is anticipated that the term of the contract will not exceed ten (10) years.

PRICE
As noted, this RFQ is being solicited in accordance with State of Texas Government Code 2254 to determine the most qualified Respondent.
CONFIDENTIALITY
The Respondent agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to the County, the Respondent agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Respondent's possession, to those employees on the Respondent's staff who must have the information on a need to know basis. The Respondent agrees to immediately notify, in writing, the County's authorized representative in the event the Respondent determines or has reason to suspect a breach of this requirement.

RESPONDENT'S SUBMITTAL
The following information is to be submitted for final selection of the ESCO. This is the total response required at this time; however, failure to provide all required information in the outline shown below may result in disqualification or reduction of points assigned. The submission document must be outlined and tabbed in the following order:

TABLE OF CONTENTS

TAB 1. EXECUTIVE SUMMARY
Provide a cover letter that states the title of this RFQ, include the following information;
- Primary contact for the submittal
- Street Address (post office boxes are not acceptable)
- Telephone and Fax numbers
- Email address
- Website address, if applicable
- a summary of the Respondent's ability to perform the services described in the RFQ
- a statement that the Respondent is willing to perform those services and enter into a contract with the County
- The cover letter must be signed by a person having the authority to commit the Respondent, firm, partnership, etc. to a contract.
- Acknowledgement receipt/understanding of any issued addendum(s)

TAB 2. CORPORATE BACKGROUND AND EXPERIENCE
- Describe your firm's organizational structure, including any limited partnerships and how they are applied to this proposed project.
- How many years has your firm been in business?
- Include the address of your firm's website, if applicable.
- Describe your firm's general approach to performance contracting.
- Describe methodology of multiple site project implementation.
- State you position regarding your selection and installation of any competitor's equipment (if applicable).
- List any past or present litigation or settlements (nationwide) regarding Performance Contracting in which your company is a party. Failure to accurately respond will result in immediate disqualification.
• List any contracts terminated prior to completion.
• Provide address of office from which this project would be managed.
• State any ongoing required annual costs that are not covered by savings generated under the Performance Contract (i.e. – Service/Maintenance Contracts). If so, what are they and approximately how much will the County pay on an annual basis.

TAB 3. KEY PROJECT PERSONNEL

Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

• Professional resumes for key personnel and their responsibilities for the duration of the contract.
• Indicate the education and professional licensing of each person as it relates to this project. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.
• Clearly identify who will be the primary contact person and who will have primary technical responsibility for utility analysis, engineering and design work, contract negotiations, construction management, training, and performance monitoring.

TAB 4. PERFORMANCE CONTRACTING EXPERIENCE

• State how many years your firm has been in the energy performance contracting business.
• Describe the complete range of utility services and capabilities your firm offers: such as utility billing accuracy verification, engineering, design, auditing, energy and water equipment selection and installation, operation and maintenance, continuous commissioning, measurement and verification, and training.
• List all services that your firm performs with your own employees.
• What types of services are usually subcontracted?
• Describe the process of subcontractor selection.
• Provide examples of installing competitor’s equipment if your firm manufactures the type of equipment that might be installed as a result of this RFQ. (The County reserves the right to disqualify any ESCO that will not install, maintain, and warrantee equipment manufactured by competitive firms.)

TAB 5. CORPORATE FINANCIAL INFORMATION

Provide audited financial statements including income statements, balance sheets, and statements of cash flow for the two (2) most recently completed years. If audited financial statements are not available, provide evidence of the level of third-party review of the financial statements. ESCOs shall also provide documenting source(s) and levels of financing (e.g., a letter from a financial institution describing a relationship with the ESCO). If ESCO work is performed through a subdivision of the corporation, provide annual sales of this subdivision for the last two years.

Provide a copy of any documentation (Dun and Bradstreet Report or similar financial
statement) which indicates your firm’s financial stability.

NOTE: The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the respondent is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided. The County also acknowledges that a respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the respondent has the financial capability of performing the contract to be issued pursuant to this RFQ. The respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the bidder itself. All documentation provided should be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

The Respondent should have a Dun & Bradstreet credit-worthiness summary indicating scores of between 1 and 3, or low to moderate, on all categories rated in regard to creditworthiness. The respondent shall provide the name for the entity that will be performing as the contractor. If the respondent is relying upon the creditworthiness of a parent corporation, to qualify under this criterion, the respondent shall also provide the name for the parent corporation. If relying on the Dun & Bradstreet rating of a parent corporation, the respondent shall provide an original signed letter of commitment from the parent corporation’s executive that is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent’s performance of the contract.

TAB 6. PERFORMANCE CONTRACTING REFERENCES

Discuss your project team’s experience with utility efficiency retrofit projects at similar facilities. List ten references indicating experience in conducting comprehensive utility efficiency and guaranteed savings programs of a similar nature to this project. Include the following specific information for each project:

- Project title and location
- Name, address, and phone number of Owner’s representative
- Nature of your firm’s responsibility
- Scope of work
- Total dollar contract amount and term in years
- Type of contract (guaranteed savings, shared savings, direct cost, etc.)
- Guaranteed annual utility savings
- If applicable, amount of operational & maintenance savings associated with each project
- If applicable, state what percentage was used as an annual escalating factor for the savings associated with the project (Energy/Water, Operation & Maintenance, etc.)

List all performance contracts completed or in progress in Texas.
Provide sample contract for (1) a detailed (investment grade) audit and (2) for design and implementation.

TAB 7.  UTILITY SAVINGS VERIFICATION & BASELINE

Changes to the estimated utility savings can occur as a result of installation of additional mechanical, natural gas, and lighting equipment, expansion of operating schedule, and weather fluctuations. Explain how you will account for this in terms of the guarantee.

TAB 8.  FINANCIAL GUARANTEES

Explain in detail how you will guarantee the savings associated with this project. Discuss the following areas in detail:

- Frequency of reconciliation
- Repayment of missed savings
- Treatment of "Operational" (non-utility) savings as they pertain to the guarantee
- Any situations that would void the guarantee
- If measured specific guarantees are or are not used, explain how and to what extent

List all occurrences where the respondent has financially reimbursed a customer for non-performance on savings. Include shortfall amount on yearly basis.

TAB 9.  EQUIPMENT AND TRAINING

Demonstrate expertise in building operations and maintenance training in terms of successfully completed projects. Specifically discuss the following areas:

- Types of training
- Location of training
- Frequency of training
- Training provided by your personnel
- Training provided by others

Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for this project.

TAB 10.  PROJECT FINANCING AND INCENTIVES

Identify alternate financing options or incentives that may be available to the County for funding this project and examples where they have been used.

Disclose any relationship, fee, or incentive that may relate to this project.
PROCUREMENT PROCESS
Given the nature of the services to be performed, it will be necessary to complete several steps to complete the entire project. For informational purposes, the following procurement process is provided.

- Solicit qualifications from ESCOs for evaluation.
- Negotiate a contract with the highest ranked ESCO to provide an investment-grade audit, a measurement and verification plan, a sample periodic savings report, and a proposal that includes a financial model which addresses all costs, expected and guaranteed savings, and annual cash flow over a payback period not-to-exceed ten (10) years.
- Negotiate a draft contract for the agreed-upon implementation work.
- Obtain third-party review for all savings associated with the project.
- Finalize and sign contract and implement approved program, including required training.
- Receive, review, and approve periodic savings reports provided by the ESCO that are based on the approved measurement and verification plan.

PROPOSAL EVALUATION
A County evaluation team will evaluate the information provided by the proposing firms in response to the criteria established herein. The award of the contract shall be made to the responsible Respondent, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of all evaluation factors set forth in the request for proposals as determined by the Commissioners Court. Award of contract will be made in the best interest of the County and shall, therefore, be considered final.

The following weighted criteria will be considered:

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<th>Factors</th>
<th>Point Range</th>
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<tr>
<td>I.</td>
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<tr>
<td>Company Profile</td>
<td>15</td>
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<td>II.</td>
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<td>Experience of Prime Firm</td>
<td>30</td>
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<td></td>
</tr>
<tr>
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<td>30</td>
</tr>
<tr>
<td>IV.</td>
<td></td>
</tr>
<tr>
<td>Financial Considerations</td>
<td>10</td>
</tr>
<tr>
<td>(including but not limited to savings guarantees and financial incentives and financing options)</td>
<td></td>
</tr>
<tr>
<td>V.</td>
<td></td>
</tr>
<tr>
<td>Compliance with Dallas County’s M/WBE Program (max 15)</td>
<td></td>
</tr>
<tr>
<td>a. Certified Firm</td>
<td>6</td>
</tr>
<tr>
<td>b. Certified Subcontractors</td>
<td>6</td>
</tr>
<tr>
<td>c. EEO/Good Faith Effort Compliance</td>
<td>3</td>
</tr>
</tbody>
</table>

MAXIMUM POINTS 100

Proposing firms are responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal. The evaluation committee will evaluate and score each proposal based on the data submitted.
SELECTION PROCESS

Step One: Proposals will be evaluated by a review panel consisting of representatives from the following Dallas County departments: Commissioners Court, Operations, Facilities Management, County Auditor, Budget Office and Engineering & Project Management. The County’s M/WBE Coordinator will solely score Section IV (M/WBE Participation/ Documents). For clarification purposes, additional information may be obtained and/or interviews may be scheduled with some or all responding firms. The committee will submit a recommendation to the Commissioners Court identifying the firm determined to be the most qualified based on their RFQ responses. The recommendation will be based on, but not necessarily limited to; the proposer’s experience, qualifications, MWBE participation, proposed strategy, and interview.

Step Two: Upon direction/approval of the Commissioners Court, the committee will enter into pricing negotiations with the most qualified firm.

In the event that the County cannot reach agreement with the selected firm(s) by negotiation of a contract, the County may formally end negotiations (by written notification to the selected firm). The County shall have the right, but not the obligation, to sequentially negotiate with the next most-qualified firm and will continue in this manner until either a contract is awarded or this Request for Qualifications is canceled.

Upon completion of negotiations, the results will be reduced to a written contract for the services to be rendered. Such contract may contain additional requirements from the County. All necessary contract documents will be prepared by the County District Attorney’s Office or other counsel representing the County and will be tailored specifically for this project. No contract shall be binding on County until it has been approved as to form by the District Attorney or other authorized counsel representing the County and executed by the Dallas County Commissioners Court.

Dallas County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.

The County has the sole authority to reject any/or all RFQ’s and to waive any minor irregularities as deemed in the best interest of the County.

All communications will be handled directly with the respective proposing firm(s) and closed to outside third parities and other proposing firms.

SUBMISSION OF OFFERS

Offers submitted via fax submission will not be accepted. Offers submitted other than as specified in this RFQ may not be considered. Offers submitted after due date and time will not be considered.

Submit the completed response(s) to:
Dallas County Purchasing Department
Attn: Linda Boles, Assistant Purchasing Agent
One (1) original (hard bound), and ten (10) electronic copies (CD) of the proposal shall be
delivered (sealed) by 2:00 P.M. (CDT) on __________, 2010 and shall be clearly marked
PROPOSAL NO. 2009-XXX-XXXX "REQUEST FOR QUALIFICATIONS OF ENERGY
SERVICE COMPANIES FOR PERFORMANCE CONTRACTING" on the outside of the
package.

Proposals will not be accepted after the due date and time. The County is not responsible for
sealing proposals, unmarked/improperly marked proposals or Proposals delivered to any other
location.

GENERAL REQUIREMENTS

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFQ
If a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, he
shall immediately notify the County of such error in writing and request modification or
clarification of the document. Any modification made to this RFQ will be issued as an
addendum. Written notice will be given to all parties who have been furnished with the RFQ
without divulging the source of the request for it.

If a Firm fails to notify the County prior to the date and time fixed for submission of Offers of
an error or ambiguity in the RFQ known to him, or an error or ambiguity that reasonably
should have been known to him, he shall not be entitled to additional time by reason of the
error/ambiguity or its late resolution.

The County may also modify the RFQ prior to the date and time fixed for submission of Offers
by issuance/posting of an addendum. All addenda will be numbered consecutively beginning
with 1.

OFFER PREPARATION COST
Dallas County shall not be responsible or liable for any costs associated with the preparation,
submittal, presentation, or other costs incurred by participating in this procurement process.

SIGNATURE OF OFFER
An individual who is authorized to bind the Firm contractually shall sign a transmittal letter,
which shall be considered an integral part of the Offer. If the Firm is a corporation, the legal
name of the corporation shall be provided together with the signature of the officer or officers
authorized to sign on behalf of the corporation.

ECONOMY OF PRESENTATION
Proposals are not to contain promotional or display materials, except as they may directly
answer, in whole or in part, questions contained in the RFQ. Such exhibits shall be clearly
marked with the applicable reference number of the questions in the RFQ. Proposals must
address the requirements since the RFQ must be answered concisely and clearly. Proposals
that do not address each criterion may be rejected and not considered.
OFFER OBLIGATION
The contents of the Proposal and any clarification/negotiation thereto submitted by the successful Firm shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

IMPLIED REQUIREMENTS
Products and services not specifically mentioned in this RFQ, but which are necessary to provide the functional capabilities described by the Firm, shall be included in the Proposal.

COMPLIANCE WITH RFQ SPECIFICATIONS
It is intended that this RFQ describe the requirements and response format in sufficient detail to secure comparable Offers. The Firm’s response must coincide with the format of the RFQ.

WITHDRAWAL OF PROPOSAL
A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the County Purchasing Representative assigned to this solicitation at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO process will not be considered.

CONFIDENTIALITY
The Respondent agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to the County, the Respondent agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Respondent’s possession, to those employees on the Respondent’s staff who must have the information on a need to know basis. The Respondent agrees to immediately notify, in writing, the County’s authorized representative in the event the Respondent determines or has reason to suspect a breach of this requirement.

INSURANCE
Proposer shall maintain liability insurance coverage and other necessary insurance coverage to address the indemnification requirements and to protect itself and the County of Dallas against all claims and/or actions including those by Proposer’s employees, agents or subcontractors, and those by others.

Proposer shall maintain liability insurance and other insurance coverage in full force and effect to protect itself and the County of Dallas against all claims and/or actions including, but not limited to, those relating to:

1. Worker’s compensation, disability benefits and other employee benefits;
   a. Bodily injury, occupational sickness or disease or death of proposer’s employees;
   b. Bodily injury, sickness, disease or death of any person other than proposer’s employees;
2. Commercial general liability insurance, including contractual liability insurance, in a minimum amount of One Million and 00/100 Dollars ($1,000,000) for bodily injury and property damage per occurrence with a general aggregate of Two Million and 00/100 Dollars ($2,000,000). Upon execution of the contract, this insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier’s right of recovery under subrogation or otherwise from the County of Dallas.

3. Professional Liability: Errors or Omissions Insurance. Proposer shall indemnify the County of Dallas for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the term of the contract and any subsequent extensions sufficient errors and omissions insurance in minimum amount of One Million and 00/100 Dollars ($1,000,000) single limit. Such certificates of insurance shall specifically name the County of Dallas as a loss payee.

Proposer shall deliver or have delivered to the County Auditor certificate(s) and/or policy(ies) of insurance upon execution of a contract. Any updates on certificate(s) and/or policy(ies) must also be delivered to the County Auditor.

**STATUS/DISCLOSURE OF PROPOSAL**

All submitted Proposals become the property of the County and will not be returned to the proposing Firm.

The content of all RFQ’s submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFQ deemed by the responding firm to be privileged and confidential must be marked “Privileged and Confidential Information.” The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

All Proposal information, including but not limited to: detail price and cost information, shall be held in confidence until a contract is formally executed and/or the RFQ is cancelled. Upon award, the Proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a Proposal, the proposing Firm acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated, by the Firm prior to submission of the Offer.

**CONTRACTUAL DEVELOPMENT**

The contents of the RFQ and selected Firm’s proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the proposing Firm must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFQ or subsequently during the selection process.
EXPENSE AND FEE REQUIREMENTS
The Firm shall be responsible for payment of expenses and fees associated with the Performance of this agreement, including but not limited to wages, salaries, labor, services, materials, supplies, transportation, communications, licensing and inspection, taxes, insurance, bonds, etc.

Dallas County will pay based on the negotiations rates determined in the contract with units to be determined upon task assignment and may include additional rates for work outside the scope of the contract. All fees are to include all travel and other expenses for performing the contract.

INVOICES
The awarded Firm will submit an itemized billing statement in accordance with the awarded contract requirements. Unless noted all invoices will be net 30 days upon receipt in the County Auditors Office.

The original invoice is to be sent to the County Auditor's Office 509 Main Ste. 407 Dallas, Texas 75202. Any disputes in billing must be resolved by the County Auditor's Office.

INDEMNIFICATION
The Vendor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney’s fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Vendor or any agent, servant, employee or sub-contractor of the Vendor in the execution or performance of this Contract. Vendor further agrees to protect, indemnify and hold County harmless against and from any and all loss, cost, damage, judgments or expense, including attorney’s fees arising out the breach of any of the requirements and provisions of this contract or any failure of Vendor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

COLLUSION
The successful Vendor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint Offer for the purpose of providing a complete Offer.

MONETARY RESTITUTION
In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the Vendor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the Vendor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Vendor’s rate...
and new company’s rate) beginning the date of Vendor’s termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney’s fees and cost of suit from the Vendor.

**FINANCIAL INTEREST**

No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of the County. It is the responsibility of the Bidder during all phases of the procurement process to notify the County in writing of any potential conflict of interest.

**LITIGATION**

Any Firm who is currently involved, either directly or indirectly with any litigation against or involving the County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

**RIGHT TO REJECTION**

The County reserves the right, at its sole discretion, to reject and any all Proposals or to cancel this RFQ in entirely as determined to be in the best interests of the County. Any Proposal received, which does not meet the requirements of this RFQ, may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable Federal, State and Local laws and regulations. The County reserves the right, at its sole discretion, to waive any technicality in Proposals provided such action is in the best interest of Dallas County. Where the County waives minor technicalities in Proposals, such waiver does not modify the RFQ requirements or excuse the proposing Firm from full compliance with the RFQ. Notwithstanding any minor technicalities, the County may hold any Firm to strict compliance with the RFQ.

**GOVERNING LAW VENUE**

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Dallas County, Texas.

**FISCAL FUNDING**

Any agreement resulting from this RFQ will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract agreement shall be subject to immediate modifications, reduction or termination on the expiration date or date in which the funds have been eliminated.

**ASSIGNMENT**

Firms shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Dallas County Commissioners Court. Should the County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous
Effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance. Should the County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract; and the original contractor will continue to be responsible for the performance of the secondary contractor.

INSURANCE LAPSES
In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm’s sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney’s fees relating to County’s attempt to cure such lapse in insurance coverage. Such costs and attorney’s fees, not to exceed fifteen hundred and 00/100 dollars ($1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County’s potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the Contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS’ FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM’S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL BIDDER(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY’S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF SUCCESSFUL FIRM’S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL BIDDER(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY’S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY’S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

DISCLOSURE FORM CLO
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the
Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

**USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS**

Proposers are advised that all resultant contracts may be extended, with the authorization of the proposer, to other political jurisdictions to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. Dallas County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

Dallas County shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.
<table>
<thead>
<tr>
<th>Bldg #</th>
<th>Bldg Name - if applicable</th>
<th>Address including street number</th>
<th>City</th>
<th>ZIP Code</th>
<th>Indicate if vacant or unoccupied</th>
<th>SQ FT</th>
<th>Number of stories</th>
<th>Year Built</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Administration</td>
<td>411 Elm St.</td>
<td>Dallas</td>
<td>75202</td>
<td>occupied</td>
<td>74,724</td>
<td>7</td>
<td>1910</td>
<td>$10,042,499</td>
</tr>
<tr>
<td>2</td>
<td>George Allen Courts</td>
<td>600 Commerce</td>
<td>Dallas</td>
<td>75202</td>
<td>occupied</td>
<td>654,704</td>
<td>12</td>
<td>1966/2006</td>
<td>$121,382,121</td>
</tr>
<tr>
<td>3</td>
<td>Underground Parking</td>
<td>Main Commerce/Market</td>
<td>Dallas</td>
<td>75202</td>
<td>occupied</td>
<td>376,500</td>
<td>4</td>
<td>1966</td>
<td>$18,976,000</td>
</tr>
<tr>
<td>4</td>
<td>Records Bldg</td>
<td>509 Main St.</td>
<td>Dallas</td>
<td>75202</td>
<td>occupied</td>
<td>323,232</td>
<td>7</td>
<td>1913</td>
<td>$39,618,546</td>
</tr>
<tr>
<td>5</td>
<td>Old Red Cthouse</td>
<td>100 S. Houston</td>
<td>Dallas</td>
<td>75202</td>
<td>occupied</td>
<td>70,580</td>
<td>4</td>
<td>1981</td>
<td>$33,404,400</td>
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<tr>
<td>6</td>
<td>Founders Plaza Parking</td>
<td>509 Main St.</td>
<td>Dallas</td>
<td>75202</td>
<td>occupied</td>
<td>200,318</td>
<td>4</td>
<td>2007</td>
<td>$10,015,900</td>
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<tr>
<td>7</td>
<td>Frank Crowley Courts</td>
<td>133 N. Industrial</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>765,509</td>
<td>11</td>
<td>1989</td>
<td>$119,648,089</td>
</tr>
<tr>
<td>8</td>
<td>Parking Gar C - FCCB</td>
<td>199 N. Industrial</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>313,750</td>
<td>5</td>
<td>1989</td>
<td>$15,887,500</td>
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<tr>
<td>9</td>
<td>Parking Gar D - FCCB</td>
<td>188 N. Industrial</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>373,906</td>
<td>7</td>
<td>1989</td>
<td>$18,856,300</td>
</tr>
<tr>
<td>10</td>
<td>Lew Sterrett Center - Jail Sp. A Bldg</td>
<td>111 Commerce St.</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>275,135</td>
<td>3</td>
<td>1983</td>
<td>$70,709,095</td>
</tr>
<tr>
<td>11</td>
<td>Lew Sterrett Center - Inmate B Bldg</td>
<td>111 Commerce St.</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>196,206</td>
<td>9</td>
<td>1983</td>
<td>$50,167,942</td>
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<tr>
<td>12</td>
<td>Lew Sterrett Ctr North Tower</td>
<td>111 Commerce St.</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>327,581</td>
<td>8</td>
<td>1993</td>
<td>$161,391,117</td>
</tr>
<tr>
<td>13</td>
<td>Lew Sterrett Justice Ctr</td>
<td>111 Commerce St.</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>3,898</td>
<td>1</td>
<td>1993</td>
<td>$1,773,590</td>
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<tr>
<td>14</td>
<td>Detention Center - Bill Decker Jail</td>
<td>899 Stemmons Fwy</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>152,600</td>
<td>10</td>
<td>1957</td>
<td>$46,979,600</td>
</tr>
<tr>
<td>14A</td>
<td>Bill Decker Jail Parking Garage</td>
<td>899 Stemmons Fwy</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>67,240</td>
<td>10</td>
<td>1957</td>
<td>$4,862,000</td>
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<tr>
<td>15</td>
<td>Juvenile - Henry Wade</td>
<td>2600 Lone Star Dr.</td>
<td>Dallas</td>
<td>75212</td>
<td>occupied</td>
<td>346,834</td>
<td>3</td>
<td>1994</td>
<td>$44,650,752</td>
</tr>
<tr>
<td>16</td>
<td>Central Kitchen - Cook Chill</td>
<td>2121 French Settlement</td>
<td>Dallas</td>
<td>75212</td>
<td>occupied</td>
<td>174,728</td>
<td>1</td>
<td>1991</td>
<td>$23,413,552</td>
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<tr>
<td>17</td>
<td>HHS Bldg</td>
<td>2377 Stemmons Fwy</td>
<td>Dallas</td>
<td>75207</td>
<td>occupied</td>
<td>250,360</td>
<td>12</td>
<td>1992</td>
<td>$38,057,760</td>
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<tr>
<td>18</td>
<td>Govt Center North Dallas</td>
<td>10056 Marsh Lane</td>
<td>Dallas</td>
<td>75229</td>
<td>occupied</td>
<td>50,000</td>
<td>3</td>
<td>1966</td>
<td>$7,600,000</td>
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<tr>
<td>19</td>
<td>Juvenile - Letot Center</td>
<td>10525 Denton Dr.</td>
<td>Dallas</td>
<td>75220</td>
<td>occupied</td>
<td>36,215</td>
<td>2</td>
<td>1991</td>
<td>$4,653,027</td>
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<tr>
<td>21</td>
<td>Cliff House</td>
<td>1545 S. Elwin</td>
<td>Dallas</td>
<td>75216</td>
<td>occupied</td>
<td>28,378</td>
<td>2</td>
<td>1982</td>
<td>$3,405,360</td>
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<tr>
<td>22</td>
<td>Sub Courthouse - Oak Cliff</td>
<td>412 S. Beckley</td>
<td>Dallas</td>
<td>75203</td>
<td>occupied</td>
<td>38,030</td>
<td>2</td>
<td>1962</td>
<td>$6,013,571</td>
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<tr>
<td>23</td>
<td>Govt Ctr - South Dallas</td>
<td>7201 S. Polk</td>
<td>Dallas</td>
<td>75232</td>
<td>occupied</td>
<td>29,646</td>
<td>1</td>
<td>1969</td>
<td>$4,794,054</td>
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<tr>
<td>24</td>
<td>Forensic Sciences</td>
<td>5230 Medical Center Dr.</td>
<td>Dallas</td>
<td>75235</td>
<td>occupied</td>
<td>44,790</td>
<td>1</td>
<td>1977</td>
<td>$8,868,420</td>
</tr>
<tr>
<td>Bldg #</td>
<td>Bldg Name and Address</td>
<td>City</td>
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## Attachment A

**RFQ 2010-XXX-XXXX**

**DALLAS COUNTY, TEXAS**

### 2010 Statement of Values

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<th>Bldg #</th>
<th>Bldg Name -if applicable</th>
<th>Address including street number</th>
<th>City</th>
<th>ZIP Code</th>
<th>Indicate if vacant or unoccupied</th>
<th>SQ FT</th>
<th>Number of stories</th>
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F: Building Info for Energy RFQ
### Attachment A

**RFQ 2010-XXX-XXXX**

**DALLAS COUNTY, TEXAS**

**2010 Statement of Values**

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<th>Address including street number</th>
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<tr>
<td>37</td>
<td>Sub-Courthouse - Lancaster</td>
<td>107 N, Texas St.</td>
<td>Lancaster</td>
<td>75146</td>
<td>occupied</td>
<td>5,700</td>
<td>1</td>
<td>1965/1995</td>
<td>$855,000</td>
</tr>
<tr>
<td>38</td>
<td>Road &amp; Bridge #1</td>
<td>2311 Joe Field Rd</td>
<td>Dallas</td>
<td>75228</td>
<td>occupied</td>
<td>22,741</td>
<td>1</td>
<td>1969</td>
<td>$1,501,000</td>
</tr>
<tr>
<td>39</td>
<td>Road &amp; Bridge #2</td>
<td>715 Rowlett Rd.</td>
<td>Garland</td>
<td>75043</td>
<td>occupied</td>
<td>26,388</td>
<td>1</td>
<td>1962</td>
<td>$2,058,000</td>
</tr>
<tr>
<td>40</td>
<td>Road &amp; Bridge #3</td>
<td>1506 E, Landon Rd.</td>
<td>Hutchins</td>
<td>75241</td>
<td>occupied</td>
<td>50,384</td>
<td>1</td>
<td>1961</td>
<td>$3,325,344</td>
</tr>
<tr>
<td>41</td>
<td>Road &amp; Bridge #4</td>
<td>4403 W, Illinois Ave.</td>
<td>Dallas</td>
<td>75211</td>
<td>occupied</td>
<td>22,870</td>
<td>1</td>
<td>1950</td>
<td>$1,516,020</td>
</tr>
<tr>
<td>42</td>
<td>Sub-Courthouse - Grand Prairie</td>
<td>650 W, Main St.</td>
<td>Grand Prairie</td>
<td>75050</td>
<td>occupied</td>
<td>5,504</td>
<td>1</td>
<td>1965</td>
<td>$990,720</td>
</tr>
<tr>
<td>43</td>
<td>Sub-Courthouse - Irving</td>
<td>841 W, Irving Blvd.</td>
<td>Irving</td>
<td>75060</td>
<td>occupied</td>
<td>5,504</td>
<td>1</td>
<td>1965</td>
<td>$990,720</td>
</tr>
<tr>
<td>44</td>
<td>Sub-Courthouse - Mesquite</td>
<td>823 N, Galloway</td>
<td>Mesquite</td>
<td>75149</td>
<td>occupied</td>
<td>7,301</td>
<td>1</td>
<td>1965</td>
<td>$1,314,160</td>
</tr>
<tr>
<td>45</td>
<td>Sub-Courthouse - Richardson</td>
<td>1411 W, Beltline Rd.</td>
<td>Richardson</td>
<td>75080</td>
<td>occupied</td>
<td>5,504</td>
<td>1</td>
<td>1965</td>
<td>$990,720</td>
</tr>
</tbody>
</table>
## Attachment A

**RFQ 2010-XXX-XXXX**

**DALLAS COUNTY, TEXAS**

**2010 Statement of Values**

<table>
<thead>
<tr>
<th>Bldg #</th>
<th>Bldg Name - If applicable</th>
<th>Address including street number</th>
<th>City</th>
<th>ZIP Code</th>
<th>Indicate if vacant or unoccupied</th>
<th>SQ FT</th>
<th>Number of stories</th>
<th>Year Built</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>Surplus/Public Service Program</td>
<td>4945 Harry Hines Blvd</td>
<td>Dallas</td>
<td>75241</td>
<td>occupied</td>
<td>1</td>
<td>1980</td>
<td>$460,800</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Tax -- Duncanville</td>
<td>100 E. Wheatland Rd</td>
<td>Duncanville</td>
<td>75241</td>
<td>occupied</td>
<td>3,915</td>
<td>1</td>
<td>1980</td>
<td>$460,800</td>
</tr>
<tr>
<td>49</td>
<td>Tax -- Irving</td>
<td>530 N O'Connor Rd</td>
<td>Irving</td>
<td>75061</td>
<td>occupied</td>
<td>4,000</td>
<td>1</td>
<td>1985</td>
<td>$480,000</td>
</tr>
<tr>
<td>49</td>
<td>Tax -- Mesquite</td>
<td>210 Grubb Dr.</td>
<td>Mesquite</td>
<td>75149</td>
<td>occupied</td>
<td>4,000</td>
<td>1</td>
<td>1986</td>
<td>$480,000</td>
</tr>
<tr>
<td>50</td>
<td>Tax -- Richardson</td>
<td>516 Twilight Trail</td>
<td>Richardson</td>
<td>75080</td>
<td>occupied</td>
<td>4,000</td>
<td>1</td>
<td>1984</td>
<td>$480,000</td>
</tr>
<tr>
<td>51</td>
<td>Fire Station, 2 bids</td>
<td>1937 Beltline</td>
<td>Dallas</td>
<td>75263</td>
<td>occupied</td>
<td>6,140</td>
<td>1</td>
<td>1970</td>
<td>$853,460</td>
</tr>
<tr>
<td>52</td>
<td>Beckley Ave</td>
<td>2020 Beckley Ave</td>
<td></td>
<td></td>
<td>unoccupied</td>
<td>25,000</td>
<td>2</td>
<td></td>
<td>$150,000</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,575,542</td>
<td></td>
<td></td>
<td>$1,064,117,782</td>
</tr>
</tbody>
</table>

**Note:** Vacant or unoccupied properties are indicated in the table.
August 3, 2010

TO: Commissioners Court

FROM: Linda S. Boles, Assistant Purchasing Agent

THROUGH: Gloria Torres, Senior Buyer

SUBJECT: Request for Proposal for Dallas County's Justice of the Peace Court Case Management System

Background
A request for proposal has been written seeking solicitations from firms or organizations to convert and update the mainframe court case management system for the Justice of the Peace Courts.

In accordance with County policy, the purpose of this briefing is to request authorization to proceed with soliciting requests for this service.

Operational Impact
The proposal seeks to solicit qualified vendors to convert and update the mainframe court case management system, in addition to communicating with the interfaces required to conduct the Justice of the Peace Court's daily business to provide a more efficiently integrated and technology based application. The rating criteria and points assigned are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I References/Experience/Company Profile (including but not limited to financial stability, references, resumes, subcontractors, years of experience in similar field)</td>
<td>20</td>
</tr>
<tr>
<td>II Cost</td>
<td>25</td>
</tr>
<tr>
<td>III Technical/Methodology Approach, Implementation Plan and Timeline to Deliver Required Services</td>
<td>40</td>
</tr>
<tr>
<td>IV M/WBE Compliance</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Evaluation of the proposals will be completed and scored by an Evaluation Committee consisting of representatives from the following county departments: Auditor (1), Budget (1), Commissioners Court (1), IT (2) and Justice of the Peace Courts (2). The M/WBE Officer will solely score the M/WBE participation forms.

The RFP process will consist of initial scoring based on the information contained within the RFP and clarifications, if needed. Upon conclusion of this step of the process, a briefing will be submitted to the Commissioners Court recommending the firms that scored a 70 or above to be rendered susceptible for advancement to Step Two of the RFP process. Step Two of the process will include; interviews/system demonstrations, Best and Final Offers and compliance with contract terms and conditions. Upon conclusion, a briefing will be submitted to the Commissioners Court requesting authorization to enter into contract negotiations with the firm deemed most susceptible for award consideration and final contract negotiations.

Recommendation
It is the recommendation of the Purchasing Department that the Commissioners Court approve the attached Request for Proposal for Dallas County’s Justice of the Peace Court Case Management System and authorize the Purchasing Department to advertise solicitations in accordance with local procurement laws.

Attachment
August 3, 2010

TO: The Honorable Commissioners Court

THROUGH: Rodney Christian, Interim Chief Information Officer

FROM: Bill Brown, Senior Project Manager

SUBJECT: Extended Funding for Personal Services Agreement for Craig Morrissey in Support of DCSO RMS and DCSO Projects

BACKGROUND
Craig Morrissey has demonstrated over the past five months his value to Dallas County by utilization of his background and knowledge of Indico's Records Management System and Dallas County Incident Module to help minimize the impact of the processing loss of AIS, RMS, DCIM, Accident Reporting, CAD, and numerous interfaces during the power outage in Records Building Data Center. He was also a key individual in moving production web services from a SQL 2005 to SQL 2008 platform. He has worked tirelessly with the AIS case filing focus group to help resolve AIS case filing issues. He continues to work well with many different organizations and project teams in Dallas County.

The Office of Information Technology is requesting the Commissioners' Court to approve another six month Personal Services Contract that will allow Mr. Morrissey to continue his work with the county by performing the following tasks:

- DCIM Roll-out Support,
- DCIM and RMS Training Support,
- DCIM and RMS Backup On-Call Support, Systems Administration, and Issue Resolution,
- DCIM/RMS Special Report Generation (as required),
- DCIM Roll-out and NIEM Interface Implementation Tasks and Team Member,
- DSCO DMU and Intake DA Internal Support of Electronic Booking and Case Filing.

OPERATIONAL IMPACT
Craig continued primary objective is to help ensure success for DCIM pilot agency NIEM interface roll-outs of DCIM Pilot Test Police Departments; SWRCC (De Soto, Duncanville, Cedar Hill), Irving, Farmers Branch, Garland, and Mesquite. He will provide supplemental user support to RMS, DCIM, DCIM/AIS Electronic Booking Interface, and DCIM/AIS Case Filing Interface. Craig is very familiar with county law enforcement systems, personnel, and processes. As a result, he continues to be very effective in support of law enforcement users, projects, and systems.
STRATEGIC PLAN
Vision 3: Dallas County is a safe, secure, and prepared. This proposed software license funding will continue law enforcement information sharing initiatives in support of a safe, secure, and prepared Dallas County.

LEGAL CONSIDERATIONS
Attached is the Personal Services Contract for Craig Morrissey. It has been reviewed and approved by Dallas County District Attorney’s Office, Dallas County Risk Manager, and Craig Morrissey.

FISCAL IMPACT
The contracted position is Contractor (knowledge area expert) at a cost of $80.00 per hour for a contract total not to exceed $83,200. Because of the short contract time frame and limited cost, asking Commissioners’ Court for a waiver of contract provision to maintain professional liability insurance for five years beyond the length of the contract.

RECOMMENDATION
It is recommended that Dallas County Commissioners Court authorize additional six months Personal Services Contract with Craig Morrissey for the aforementioned services in the amount not to exceed $83,200. This contract will begin upon funding expiration in amount of the current contract. This contract will be funded through JAG Grant in support of Dallas County law enforcement systems.

Recommended by:

Rodney Christian, Interim Chief Information Officer

Attachments
AMENDMENT NO. 1 ("Amendment 1")
TO PERSONAL SERVICES CONTRACT ("Contract")
BETWEEN DALLAS COUNTY, TEXAS ("County")
AND CRAIG MORRISSEY ("Contractor")
FOR
Functional Project and Administrative Support Services
Relating to DCIM Project Roll-Out, DCIM NIEM Standard Interfaces,
and DCSO RMS Administrative Support

Pursuant to the authority of Chapter 262 Texas Local Government Code and approval of the Dallas County Commissioners Court, County and Contractor hereby amend the Contract, which was effective February 24, 2010 and approved by County Commissioners Court Order No. 2010-0327 to extend the Term ending date and to increase the Not-to-Exceed Amount.

1. **Section 2. TERM** of the Contract is modified to extend the ending date as follow:

   Unless otherwise stated in this Contract, the Term of this Contract will be from February 24, 2010 through February 23, 2011.

2. **Section 4.E. PAYMENT FOR SERVICES** of the Contract is modified to add an additional Eighty-Three Thousand Two Hundred and 00/100 Dollars ($83,200.00) to the original Not-to-Exceed Amount as follow:

   **Not to Exceed Amount.** The maximum amount to be paid under this Contract is One Hundred Sixty-Six Thousand Four Hundred and 00/100 Dollars ($166,400.00).

3. This Amendment 1 shall be effective upon the date of execution below.

4. All provisions of the Contract and any written amendment that are not inconsistent with this Amendment 1, shall remain in full force and effect.

5. This Amendment 1 is incorporated by reference for all purposes to the Contract.

6. Each party represents that it has the full right, power and authority to enter and perform this Amendment 1 in accordance with all of the terms and conditions, and that the execution and delivery of the Amendment 1 have been made by authorized representatives of each party to validly and legally bind the respective party to all terms, performances and provisions set forth in this Amendment 1.

   Executed this _________ day of __________________ 2010.

COUNTY

By: Jim Foster
   County Judge

CONTRACTOR

By: 
   Title:

AMENDMENT 1
PERSONAL SERVICES CONTRACT BTW. DALLAS COUNTY AND CRAIG MORRISSEY – 2010
Recommended

By: Rodney Christian
Acting CIO
Management Information Syst.

*Approved as to Form

By: Gordon R. Hikel
Chief, Civil Division
Assistant District Attorney

*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).
Date: August 03, 2010

To: Commissioners Court

From: William Brown

Through: Rodney Christian, Interim CIO

Subject: Rational for Submitting Briefing and Court Order in the Same Week: Dallas County Incident Module (DCIM) Risk Mitigation Solutions

Request briefing and court order on the same day. This will ensure mitigation of roll-out risks before 4th quarter implementation of SWRCC automated NIEM/NDEEx/DC-DEx interface to DCIM/AIS. This briefing was prepared as soon as requirements and statement of work were approved by involved DCSO users, DCSO, project team, and Indico Corporation. It will provide the resolution needed in support of DCIM AIS interfaces, remote jail booking and release, electronic booking, and electronic case filing.

Incident Module Roll-out mitigation will minimize risks in rolling out DCIM to all law enforcement agencies in Dallas County. This will provide a solid web based application that supports county-wide collection and processing of incident information by all law enforcement agencies in Dallas County. It provides pre-booking interfaces AIS and will support detail inquiries and reporting that incorporates individual status information from AIS.
TO: The Honorable Commissioners Court

THROUGH: Rodney Christian
         Interim Chief Information Officer

FROM: William (Bill) Brown
       Senior Project Manager

SUBJECT: Request for funding for Dallas County Incident Module (DCIM) Roll-out Risk Mitigation Solutions

PURPOSE
Provide funding for additional functions and modification to mitigate the remaining risks associated with the roll-out of the Dallas County Incident Module (DCIM) to Dallas County law enforcement agencies. Risks to be mitigated are:

1. Inability of arresting agencies to obtain arrestee jail status and case dispositions that impacts immediate victim notification, agencies, and property release,
2. Inability of Dallas County Sheriff's Office to handle mis-raps in DCIM that would require linking invalid arrestee name information and reports to true name records that will reduce issues around invalid arrestee identifications before and after booking, and
3. Inability to support remote jail booking and release which impacts the ability to electronically file a case.

Based upon requirements generated by these risks, automated DCIM solutions have been defined. Attached with the Professional Services Contract for these services are the Statement of Works (SOWs) and quotes for these automated DCIM risk mitigation solutions. This brief is requesting immediate funding of these solutions for delivery and implementation of solution within eight to twelve week time frame.

BACKGROUND
On October 27, 2009 a list of DCIM roll-out risks was provided to the project implementation group for definition and mitigation. It was important to address these risks due to their potential negative impact on the AIS and RMS/DCIM electronic interfaces (booking and case filing). To-date, most risk items related to electronic case filing have been resolved. Work continues on some related case filing issues with DA Intake, but efforts are being focused on completing the remaining items on the roll-out risk list.

Three months ago AIS was modified to support video magistration and provide pre-booking capabilities from the remote agency jails. Therefore, DCIM must be able to process remote jail booking and release in support of electronic booking and electronic case filing.
Indico has committed to a parallel developed, testing, and implementation of these risk solutions. Therefore, they will be in place and functional when SWRCC is ready for production roll-out of DCIM automated Dallas County Data Exchange (DC-DEx) National Data Exchange (DOJ/FBI/NDE) interface roll-out.

**OPERATIONAL IMPACT**

Implementing these enhancements to DCIM will 1) enable remote jail electronic booking capabilities, 2) automate arrestee name consolidation and reduce name duplicates in the AIS and DCIM name databases; and 3) automate the status change notification of arrestees to arresting agencies in support of property management and victim notification.

**STRATEGIC PLAN**

Vision 3  Dallas County is a safe, secure, and prepared.
This proposed Indico professional services for DCIM ensures professional support required to continue law enforcement information sharing initiatives in support of a safe, secure, and prepared Dallas County.

**LEGAL CONSIDERATIONS**

Created a new Indico Professional Services Contract to specially track and fund mitigation solutions and to facilitate the aforementioned requirements. Reviewed and obtained approval from Civil DA. Request that this contract be excepted from bidding process because it requires modification and addition to Indico’s base Records Management System source code. Contract is attached.

**FISCAL IMPACT**

Recommend the automated risk mitigation solutions for a total of $37,250. Request that these professional services be funded through Justice Assistance Grant (JAG) Funding.

**RECOMMENDATION**

It is recommended that the Dallas County Commissioners Court authorize and approve this professional services agreement with Indico Corporation to develop, test, and implement AIS/DCIM risk management solutions and the utilization of $37,250 of JAG funds to satisfy funding requirements.

Recommended by:

Rodney Christian, Office of Information technology
BACKGROUND: The City of Rowlett wishes to contract with the Dallas County Tax Assessor/Collector to refuse to register or re-register certain motor vehicles when the County Tax Assessor-Collector receives information from the Texas Department of Motor Vehicles (the "Department") registration system that the owner of the vehicle has an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law under Section 702.001 of the Transportation Code. In addition, the Agreement addresses the circumstances in which the City may list debtors on Dallas County Wanted website ("DCW"). This will be the sixth city to enter into this contract. Garland, Dallas, Mesquite, Irving and DeSoto, are already partners in the scofflaw project.

OPERATIONAL IMPACT: At this time, the impact to the Tax Office is small. When identifying a "scofflaw" flag on the TxDMV system, the motor vehicle clerk in the tax office will give the customer an instruction sheet explaining the steps necessary to resolve their outstanding fines and/or fees, along with a map showing directions to the Municipal Court Offices.

FINANCIAL IMPACT: No additional staff is needed for the Tax Office at this time. Dallas County will gain revenue in the amount of $5.24 per vehicle record eligible for flagging as defined by TxDMV. If records are unable to be flagged by TxDMV, they will be listed on Dallas County Wanted for $1 per record.

STRATEGIC PLAN: This recommendation meets the County's Strategic Role #1, Traditional Service Provider – ensures the maintenance and delivery of programs and services for Dallas County stakeholders.

LEGAL: The Dallas County Judge’s signature is required on the contract after approval from Commissioner's Court. The contract has been reviewed and approved by the DA’s Civil Division.

RECOMMENDATION: The Dallas County Tax Office recommends that this contract with the City of Rowlett be approved and executed.
STATE OF TEXAS § INTERLOCAL AGREEMENT
COUNTY OF DALLAS §

This Agreement made and entered into this ______ day of ____________, 2010, by and between the County of Dallas, hereinafter referred to as "County", with the agreement, consent, and participation of the Dallas County Tax Assessor/Collector, hereinafter referred to as the "County or County Tax Assessor/Collector", and the City of Rowlett, a Texas home-rule municipal corporation hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code, and as authorized by Texas Transportation Code, Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Transportation Code §702.003 allows a county tax assessor/collector, upon receipt of information from a municipality by and through the Texas Department of Transportation motor vehicle registration system, to assist a municipality in the enforcement of outstanding warrants of arrest for the failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic offense by refusing to register or re-register a motor vehicle; and

WHEREAS, Transportation Code §702.003 further allows a municipality to contract with the County to provide the necessary information to a county for the above determination by the county tax assessor/collector to deny motor vehicle registration or re-registration to certain persons; and

WHEREAS, Transportation Code §707.017 allows a county assessor/collector to refuse to register a motor vehicle alleged to have been involved in a violation of Chapter 707 of the Transportation Code where the owner of the motor vehicle is delinquent in the payment of a civil penalty imposed under Chapter 707; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code, Chapter 702 and 707, are in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and
WHEREAS, both the City and County represent to one another that each respective party has the authority to enter into this agreement and perform the obligations and duties stated herein; and

WHEREAS, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party.

NOW THEREFORE, this contract is made and entered into by County and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("the Agreement"): 

1. PURPOSE OF AGREEMENT.

The purpose of the Agreement is to state the terms and conditions under which the County Tax Assessor/Collector will refuse to register or re-register certain motor vehicles when the County Tax Assessor/Collector receives information from the Texas Department of Transportation (the "Department") motor vehicle registration system that the owner of the vehicle has an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law, as defined by section 702.001 of the Transportation Code, as authorized and specifically set out under section 702.003 of the Texas Transportation Code, and/or the registered vehicle owner owes the City money for a civil penalty imposed under Chapter 707 of the Texas Transportation Code that is past due, as authorized and specifically set out under section 707.017 of the Texas Transportation Code. In addition, the Agreement addresses the circumstances in which the City may list debtors on Dallas County Wanted website ("DCW").

2. DUTIES OF THE CITY.

2.1 The City shall contract with the County to provide information to enable the County Tax Assessor/Collector to identify flagged vehicle owners to determine which vehicle owners have an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law pursuant to the Texas Transportation Code and/or the registered vehicle owner owes the City money for a civil penalty imposed under Chapter 707 of the Texas Transportation Code that is past due. The City will comply with all provisions of the Texas Transportation Code as well as all other applicable laws of the State of Texas while in the performance of its duties and obligations under the Agreement.

2.2 The City shall notify the County Tax Assessor/Collector within the next business day when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine or civil penalty and all court costs; or
2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or
2.2.3 Whose charge for which the arrest warrant was issued has been dismissed; or
2.2.4 Whose charge for which the arrest warrant was issued has been cleared through judicial action or clerical correction.

2.3 The City shall provide necessary notice forms that a traffic law matter is cleared for presentation to the County Tax Assessor/Collector pursuant to Section 2.2 above on a form that is acceptable to the County.

2.4 The City shall provide to the County instruction sheets in a form acceptable to the County and maps for the County to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement.

2.5 The City shall provide a telephone number or the location of an office where individual inquiries and complaints can be made regarding denial of registration by the County Tax Assessor/Collector due to outstanding City warrants and/or civil penalties that are past due, as well as to explain the procedures necessary to resolve the issues so as to obtain valid registration.

2.6 The City shall conduct a publicity campaign to explain when registration and re-registration will be denied and the procedures necessary to obtain valid registration. The publicity campaign shall include advertising by using at least three of the following:

2.6.1 Quarterly on the water bill; or
2.6.2 Sign in court room; or
2.6.3 Daily on the City’s website; or
2.6.4 Daily on the City’s cable channel; or
2.6.5 Quarterly on the City’s newsletter

2.7 The City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise the Agreement.

2.8 Pursuant to Texas Transportation Code Section 702.004, the City shall insure that each city peace officer shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality that states that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register or re-register a motor vehicle in this state. The warning may be printed on the citation.

2.9 The City shall immediately recall all warrants for each individual who pays his/her fines and all court costs.
2.10 The City must provide the County with the license plate number of each vehicle the City would like to prohibit motor vehicle registration.

2.11 The City shall provide all records in an electronic format when adding, updating, or deleting records. The County will provide an FTP location and format for these submissions.

2.12 The City has the sole discretion to provide the County with a vehicle record to prohibit motor vehicle registration. However, the City shall only include those vehicle records that involve a violation of a "traffic law", as defined by section 702.001 of the Texas Transportation Code.

3. **DUTIES OF THE COUNTY**

3.1 The County Tax Assessor/Collector, and his subcontractors, shall:

3.1.1 Enter into an interlocal agreement with the Department to transmit all necessary vehicle information received from the City to the Department which will enable the Department to flag eligible vehicle records in the Department motor vehicle registration system so that the County may withhold registration pursuant to the Agreement.

3.1.2 Transmit vehicle records received from the City to the Department to determine if vehicle records are eligible for flagging according to the ILA between the County and the Department.

3.1.3 Review the Department motor vehicle registration system for traffic violation flags for all individuals who attempt to register any vehicle without the three-part renewal form issued by the State of Texas.

3.1.4 Refuse to register or re-register all motor vehicles which are flagged in the Department of motor vehicle registration system as having outstanding City warrants for traffic violations or outstanding civil penalties imposed under chapter 707 of the Transportation Code.

3.1.5 Distribute the instruction sheet to flagged motor vehicle owners that will explain the steps necessary to resolve their outstanding traffic violations, including any Court fines and fees and to obtain vehicle registration, and a map showing directions to the Municipal Court Bond Offices, if said instructions and map are furnished by the City.

3.1.6 Distribute an instruction sheet with a telephone number and office address to individuals who want to complain about registration denial if said instructions and address are furnished by the City.
3.2 The County Tax Assessor/Collector, and his subcontractors, shall register or re-register a motor vehicle upon receipt of notice from the City that the motor vehicle owner’s traffic law matter is cleared pursuant to Section 2.2 above.

3.3 The County Tax Assessor/Collector shall at any time have the sole authority and prerogative to register or re-register a motor vehicle

4. CONSIDERATION AND PAYMENT.

The City shall pay to County the amount of five dollars and twenty four cents ($5.24) per vehicle record eligible for flagging as defined by the Department. Vehicle records that are unable to be flagged are listed on DCW. If other records are listed on DCW, the City shall pay to County the amount of one dollar and no cents ($1.00) per record listed on DCW. All vehicle records that are flagged are automatically listed on DCW with no additional charge. All payments shall be made payable to John R. Ames, Dallas County Tax Assessor/Collector to the following address:

Dallas County Tax Assessor/Collector  
500 Elm Street Records Building  
Dallas, Texas 75202

A deposit of at least Ten Thousand Dollars ($10,000) must be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account must be established with County prior to placing or removing “flags” from motor vehicle records for the City. Payment of the deposit shall be made by check, payable to the “Dallas County” and is due upon execution of this contract. The Ten Thousand Dollars ($10,000) minimum balance to be maintained in the escrow account may increase depending on established monthly usage by the City. The City may deposit additional funds into the escrow account in excess of the stated minimum balance. When it becomes necessary to increase the City’s escrow account minimum balance, as determined by County, the City agrees to pay the sum in increments of Ten Thousand Dollars ($10,000). This additional funding is payable within ten (10) days from receipt of notification from County.

County will provide a statement to the City which indicates the remaining balance in the City’s escrow account. A statement will be provided by County monthly. If the balance in the non-interest bearing escrow account falls below the Five Thousand Dollars ($5,000) minimum balance, County will suspend placing or removing “flags” from motor vehicle records for the City until such time as a deposit is made by the City, in an amount sufficient to increase the balance in the escrow account to the Ten Thousand Dollars ($10,000) minimum balance.

On or before April 1 of any year during the term of this Agreement, either party may request a modification in the consideration paid under the terms of this Agreement. Said modification, if any, shall take effect on the first day of the next contract year. If the County and the City cannot reach an agreement on the amount of consideration to be paid, then either party may terminate the agreement in accordance with Section 5.
5. **TERM AND TERMINATION.**

This Interlocal Agreement shall be effective upon its date of execution by the last party to execute the Agreement and shall terminate on December 31, 2010. The agreement shall automatically renew for successive one-year terms. This agreement may be terminated at any time by either party upon sixty (60) days written notice to the other parties.

6. **NOTICE.**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

**TO THE COUNTY TAX ASSESSOR-COLLECTOR:**

John R. Ames, CTA  
Dallas County Tax Assessor/Collector  
500 Elm St., Records Building  
Dallas, Texas 75202

Dallas County Auditor’s Office  
501 Main Street, Suite 407  
Dallas, Texas 75202

**TO THE CITY:**

The City of Rowlett C/O  
Office of the Mayor  
4000 Main Street  
Rowlett, TX 75088

The City of Rowlett  
City Manager’s Office  
4000 Main Street  
Rowlett, Texas 75088

7. **INDEMNIFICATION.**

County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City 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.
8. **FISCAL FUNDING.**

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County as regards this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this Agreement, specifically including any funding by City of this Agreement in the event that the City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

9. **VENUE.**

Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

10. **NONDISCRIMINATION.**

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

11. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.
12. **SEVERABILITY.**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. **DEFAULT/WAIVER/MITIGATION.**

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. **FEDERAL OR STATE OF TEXAS FUNDING.**

In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. **HEADINGS.**

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

16. **NUMBER AND GENDER.**

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

17. **COUNTERPARTS.**

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

18. **REMEDIES.**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.
19. **APPROVAL**

This agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the respective City Council.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Dallas and the City of Rowlett in the manner provided by law.

THE CITY OF ROWLETT

Lynda K. Humble, City Manager

Date: ________________

ATTEST:

Susie Quinn, City Secretary

THE COUNTY OF DALLAS

Jim Foster, County Judge

Date: ________________

RECOMMENDED BY:

John R. Ames, CTA, Tax Assessor/Collector

APPROVED AS TO FORM:

Rowlett City Attorney

Bob Schell, Chief, Civil Section

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

TO: COMMISSIONERS COURT
FROM: Virginia Porter 
County Auditor
DATE: August 3, 2010
RE: First Administrative Judicial Region - County Contribution

Background
Each year Dallas County contributes a portion of the expenses associated with the operations of the First Administrative Judicial Region, a body that assists with visiting judge assignments and general court administration for the county and district courts of 34 counties.

Legal Impact
AG opinion JC-0524- Under section 74.043 (c) of the Government Code, a county commissioners court must pay its county’s share of an administrative judicial region’s “salaries, compensation, and expenses” and has no authority to reduce the county’s share or to alter administrative judicial region’s budget.

Texas Government Code 74.051- “The presiding judge shall place each county’s payment of salary and other expenses in an administrative fund, from which the salary and other expenses shall be paid.”

Texas Government Code 75.051 (e) – each county compromising the administrative region shall pay annually to the presiding judge...the amount of salary apportioned to it as provided by this section and the other expenses authorized by this chapter that are not paid by state appropriations.”

Texas Government Code 74.043- “...expenses shall be paid through the county budget process of each in the region in proportion to the population of the counties comprising the region...” Dallas County’s portion approximates 51.87%.
Texas Government Code 311.008 (3) - “Population” means the populations shown by the most recent decennial census.

Texas Government Code 74.048- calls for a meeting among the “Council of Judges” (designated district and statutory county court judges). It is this meeting that the budget is created and “authorized.”

Texas Government Code sections 74.051 (c) - “A presiding judge who is a retired or former district judge or a retired appellate judge and who presides over an administrative region with 30 or more district courts statutory county courts... is entitled to an annual salary for each fiscal year as follows: “number of courts and judges salary 90 or more $50,000.”

**Fiscal Impact**

The County portion of the Region’s budget based on the latest decennial census is approximately 51.87%. Judge John Ovard, the presiding judge for the First Administrative Judicial Region has submitted Dallas County’s portion of the FY11 budget as $156,955.37 (FY10 portion was $153,584.00).

- The state contributes a sum to offset the “regional” conference costs for each judge in the region. FY11 conference budget is budgeted higher than the level for FY10.
- Office expense costs decreased over 21.2% while other costs remain consistent with the prior year.

**Summary**

The Auditors Office submits for filing the annual assessment of $156,955.37 due to the First Administrative Judicial Region in compliance with Texas Government Code 74.043 (c).

cc: Judge John Ovard
June 15, 2010

Ms. Virginia Porter  
Dallas County Auditor  
Dallas, Texas

Dear Virginia,

Enclosed you will find the assessment for Dallas County for 2010/2011. This assessment is based upon the budget passed by the Council of Judges at the Judicial Conference in September.

Please present this to the Commissioners Court for payment.

Thanks for your assistance in this matter.

Judge John Ovard  
Presiding Judge  
First Administrative Region
To the County Judge and Commissioner Court of Dallas County, Texas:

As provided by the Court Administration Act, Chapter 74 of the Texas Government Code, this assessment is based upon the 2000 Census.

Your 2010/2011 assessment is due, as follows:

2010/2011 assessment $156,955.37

Judge John Ovard
Presiding Judge
First Administration Judicial Region
APPROVED BUDGET FOR FISCAL YEAR 2010/2011

Approved by the Council of Judges at Annual Conference in September 2009

<table>
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<td><strong>CONFERENCE EXPENSE:</strong></td>
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<td><strong>SALARIES:</strong></td>
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<td>Presiding Judge</td>
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<td><strong>OFFICE EXPENSE:</strong></td>
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<td><strong>LIABILITY INSURANCE</strong></td>
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<td><strong>EMPLOYEE COSTS (Taxes, Insurance, etc.)</strong></td>
<td>$17,000.</td>
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</table>

$296,110.  $302,610.

* Also receives State salary of $31,699.79. plus State benefits.

2009/2010 Budget Committee

Corinne Mason (Collin County)
Tracy Holmes (Dallas County)
Jim Fallon (Grayson County)
Martin Lowy (Dallas County)
Jimmy White (Camp, Morris, Titus Counties)
Date: August 3, 2010
To: Commissioners Court
From: Darryl Martin, Administrator
Subject: Proposed 2011 Holiday Schedule

BACKGROUND
In 2010, Dallas County observed the following eleven-day schedule:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>2010 APPROVED SCHEDULE</th>
<th>PROPOSED 2011 SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Friday January 1st</td>
<td>Monday January 3rd</td>
</tr>
<tr>
<td>MLK Birthday</td>
<td>Monday January 18th</td>
<td>Monday January 17th</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday May 31st</td>
<td>Monday May 30th</td>
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<tr>
<td>Independence Day</td>
<td>Monday July 5th</td>
<td>Monday July 4th</td>
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<tr>
<td>Labor Day</td>
<td>Monday September 6th</td>
<td>Monday September 5th</td>
</tr>
<tr>
<td>Thanksgiving Holidays</td>
<td>Thursday/Friday November 25th &amp; 26th</td>
<td>Thursday/Friday November 24th &amp; 25th</td>
</tr>
<tr>
<td>Christmas Holidays</td>
<td>Friday/Monday December 24th &amp; 27th</td>
<td>Monday/Tuesday December 26th &amp; 27th</td>
</tr>
<tr>
<td>Personal Holiday</td>
<td></td>
<td>Open</td>
</tr>
<tr>
<td>Birthday Holiday</td>
<td></td>
<td>Open</td>
</tr>
</tbody>
</table>

TOTAL 11

TOTAL 10

RECOMMENDATION
It is recommended that the proposed 2011 Holiday Schedule be adopted.

Recommended by: Darryl Martin, Administrator
MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner Maurine Dickey, District 1

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

SUBJECT: Denton Drive/Harry Hines MCIP 10217
(Webb Chapel Rd to Dallas North City Limits)
ADVANCE FUNDING AGREEMENT FOR PROJECT
USING FUNDS HELD IN THE STATE HIGHWAY 121
SUBACCOUNT

BACKGROUND

The State of Texas has received money from the North Texas Tollway Authority for the right to develop, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County. The Texas Department of Transportation (TxDOT) has created a "SH 121 Subaccount" for surplus revenue funds from the SH 121 toll project which may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO)

Under a Memorandum Of Understanding (MOU) between the Texas Transportation Commission and the Regional Transportation Council (RTC), the RTC shall select projects to be financed using surplus revenue, subject to Texas Transportation Commission concurrence. Dallas County (LOCAL GOVERNMENT) requested money from the SH 121 Subaccount for Denton Drive/Harry Hines MCIP Project 10217 from Webb Chapel to Dallas North City Limits and the RTC selected each portion of this project from Northwest Highway to north of Royal Lane to be funded for Engineering from the SH 121 Subaccount with Commission concurrence. An Advance Funding Agreement For Project Using Funds Held In The State Highway 121 Subaccount between the TxDOT and Dallas County will designate Dallas County as the LEAD AGENCY and LOCAL GOVERNMENT, and provide funds for the project. The agreement has been reviewed and approved by the Dallas County District Attorney office.
FINANCIAL IMPACT

The project is being funded by the State of Texas (through TxDOT) in the amount of $550,000 and by the local government (through Dallas County) in the amount of $137,500 (20% local match requirement). The local government funding for engineering, will be provided by Dallas County. Any remaining funds will be reserved for construction.

IMPACT ON SCHEDULE AND OPERATIONS:

Engineering for the project should commence in late 2010 and be complete by 2012. Construction will be led by the State and is anticipated to commence in 2013 and be complete by early 2014.

DALLAS COUNTY STRATEGIC PLAN

The attached agreement is consistent with the Dallas County Strategic Plan in that the project will result in street improvements which can be credited to Visions 1: Dallas County is a model interagency partner, Vision 4: Dallas County proactively addresses critical regional issues, and, Vision 5: Dallas County is the destination of choice for residents and businesses.

RECOMMENDATION

It is recommended that the attached Advance Funding Agreement for Denton Drive/Harry Hines Project 10217 be executed. If Commissioners Court is in agreement, an order authorizing and directing the County Judge to execute the attached agreement will be placed on the next formal agenda.

RECOMMENDED BY:

Donald R. Holzwarth, P.E.
Director of Public Works
ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 121 SUBACCOUNT—
Engineering of improvement structures, to include sidewalks on Loop 354 from Loop 12 to North of Royal Lane and pedestrian connector(s) over Loop 354 (Harry Hines Boulevard)

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and Dallas County (Local Government), collectively, the "Parties."

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County ("SH 121 payments"); and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 121 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 112121, dated October 26, 2006, the Texas Transportation Commission (the "Commission") approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

WHEREAS, the Local Government has requested money from the SH 121 Subaccount for: the cost of engineering of improvement structures, to include sidewalks on Loop 354
(Harry Hines Boulevard) from Loop 12 (Northwest Highway) to North of Royal Lane and pedestrian connector(s) over Loop 354 (Harry Hines Boulevard) (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money in Minute Order No. 111335, dated January 31, 2008 OR Minute Order No. 111553, dated October 30, 2008;

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 121 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the SH 121 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 25 of the Texas Department of Transportation bill pattern in Senate Bill 1, 80th Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2009 Fiscal Year began September 1, 2008).

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local
Government’s use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

**Article 4. Shortfalls in Funding**

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 121 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 121 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

**Article 5. Return of Project Funding**

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed “Notification of Completion” document to the State acknowledging the Project’s completion. If at project end, or upon termination of this Agreement, excess SH 121 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

**Article 6. Local Match**

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government’s cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 121 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 121 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

**Article 7. Procurement and Contracting Process**

The State may review the Local Government’s procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the project files.
Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. Upon request by the State, the Local Governmental shall provide a certification showing that the Local Government has completed the adjustment of all utilities on the portion of the Project on the state highway system before the Local Government let the construction contract for the portion. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities only to the extent the utility has a property right as shown in a recorded deed or easement.

Article 11. Compliance with Laws; Environmental Review and Public Involvement (Not Applicable)

Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 T.A.C. Section 2.1(b)(3), the department’s environmental review requirements do not apply to the Project because the department is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the local government shall ensure that the Project complies with all environmental review and public involvement requirements applicable to the Local Government under state and federal law in connection with the Project. The Local Government shall ensure that the Local Government’s environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas
Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

**Article 13. Work Outside the Project Site**

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

**Article 14. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 15. Audit**

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

**Article 16. Maintenance**

The Local Government shall be responsible for maintenance of the Project. Not applicable.

**Article 17. Responsibilities of the Parties**

a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.

c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay
any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.

d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

e. The Local Government, by contract, shall require its contractor(s) and subcontractor(s), prior to doing any work on the Project, to: (1) secure an insurance policy in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) indemnify and hold harmless the Local Government and the State from all claims, liability, and damages resulting from the contractor's performance under the contract.

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<table>
<thead>
<tr>
<th>Local Government:</th>
<th>State:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas County</td>
<td>Texas Department of Transportation</td>
</tr>
<tr>
<td>Director of Public Works</td>
<td>Director of Contract Services</td>
</tr>
<tr>
<td>411 Elm Street</td>
<td>125 E. 11th St</td>
</tr>
<tr>
<td>Dallas, Texas 75202-3301</td>
<td>Austin, Texas 78701</td>
</tr>
</tbody>
</table>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 121 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.
Article 25. Termination

The Agreement may be terminated in the following manner:

• by mutual written agreement and consent of both parties;
• by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
• by the State if the Local Government does not let the construction contract for the Project within one year after the State first provides 121 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
• by the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement;
• by the State if it determines that the performance of the Project is not in the best interest of the State.

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.
IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By__________________________ Date__________________________
Janice Mullenix
Director, Contract Services

THE LOCAL GOVERNMENT
Dallas County

By__________________________ Date__________________________
Jim Foster
County Judge

Approved as to Legal Form:

By__________________________ Date__________________________
Chief, Civil Section
District Attorney's Office
ATTACHMENT A

Payment Provision and Work Responsibilities

For CSJ# 0196-06-028, the State will pay $550,000 from the SH 121 Subaccount for the cost of engineering of improvement structures, to include sidewalks on Loop 354 (Harry Hines Boulevard) from Loop 12 (Northwest Highway) to North of Royal Lane and pedestrian connector(s) over Loop 354 (Harry Hines Boulevard).

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Preliminary Engineering</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td></td>
</tr>
</tbody>
</table>

The Local Government shall pay a required local match of $137,500. The Local Government is responsible for all cost overruns.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic. Not applicable.
August 3, 2010

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Office of Budget and Evaluation Staff

SUBJECT: Hiring Freeze

The Dallas County Commissioners Court authorized a “rolling 90 day hiring freeze” for the Fiscal Years 2009 and 2010. Under the “rolling 90 day hiring freeze” any position that becomes vacant must be held vacant for 90 days in addition to the normal encumbrance (paid vacation and compensatory time). Any Elected Official wishing to fill a vacant position before the end of the “rolling 90 day hiring freeze” must notify Commissioners Court of their intent to fill the position. Any Department Head wishing to fill a vacant position before the end of the “rolling 90 day hiring freeze” they must receive Commissioners Court approval before they can fill the position.

In order to balance the remaining budgetary shortfall of $22 million for FY2011 Commissioners Court will need to discuss a combination of additional expenditure decreases with the first group being presented on August 10, 2010, employee pay decreases and tax rate increases. For FY2012 property values are projected to decrease an additional 3.5% for an additional budgetary shortfall of $12 million. Any funds saved by making departments hold positions vacant for the “rolling 90 day hiring freeze” will decrease the $22 million shortfall. As such, the Commissioners Court has requested that the Office of Budget and Evaluation not brief any exceptions to the hiring freeze unless mandated by law or determined to be cost effective.

For August 3, 2010 one Elected Officials and one Department Head desire to have their request related to the “rolling 90 day hiring freeze” be briefed to Commissioners Court.

Elected Officials notifying Commissioners Court of their intent to fill a position before the expiration of the “rolling 90 day hiring freeze”.

Justice of the Peace 3-1 (Judge Cercone) - Justice of the Peace Cercone desires to notify Commissioners Court that he will be filling the Chief Clerk position in the Court before the expiration of the “rolling 90 day hiring freeze”. The current Chief Clerk is retiring July 30, 2010. Filling this position before the expiration of the “rolling 90 day hiring freeze” will cost the County up to $12,316 in savings opportunity.
Department Heads requesting Commissioners Court approval to fill a position before the expiration of the “rolling 90 day hiring freeze.”

District Court Administration – The District Court Administrator has requested approval to fill an Executive Secretary prior to the expiration of the “rolling 90 day hiring freeze”.

The Executive Secretary authorized in the District Court Administration Department will transfer to another County Department effective August 21, 2010. Since the position will transfer to another County Department there is no encumbrance of the position so the 90 days will start immediately and the position may be filled on November 22, 2010 assuming the position is budgeted for FY2011. The department has requested to fill the position without waiting for the “rolling 90 day hiring freeze” to expire. The Executive Secretary is the only clerical position authorized to provide clerical support to the two employees of the District Court Administration Department and provides support to the Local Administrative Judge. The Office of Budget and Evaluation recognizes that operating without clerical support would result in the two employees of the District Court Administration Department being required to perform their own clerical activities. In addition, clerical support of the Local Administrative Judge can be performed by the Senior Secretary authorized for the Staff Attorney’s Office located in Frank Crowley the same building as the current Local Administrative Judge. The Office of Budget and Evaluation does not recommend that the Executive Secretary, grade 10, position #2835 be authorized to be filled until the rolling 90 day hiring freeze is up on November 22, 2010. This will result in a salary savings of $11,084.
July 28, 2010

To: Commissioners Court

Through: Ryan Brown
Budget Officer

From: Charles Reed
Budget and Policy Analyst

Subject: County Clerk Reorganization

BACKGROUND
The County Clerk has completed another staffing analysis of his office and requests approval to reorganize the department with changes primarily affecting operations within the Criminal, Civil, Collections and Administrative Divisions.

OPERATIONAL IMPACT
The County Clerk has reviewed staffing in the Criminal and Administrative sections and determined that he can continue to increase the efficiency of the offices’ daily operations by eliminating eight (8) positions and creating five (5) new positions. The requested personnel revisions will provide the County Clerk with the necessary resources to improve the department’s operations.

New positions:

1. Courts Business Analyst – This position will be responsible for providing work flow processes and technical (software applications) support to the County Clerk Court families on a daily basis. The position will be responsible for conducting analysis of County Clerk’s courts business processes and make recommendations regarding changes and or improvements for efficiencies. This position will be responsible for documenting those processes in the development of a new criminal courts case management system. The position will also, at the direction of the County Clerk, oversee any new software training for clerical staff as it pertains to the courts to ensure proper function of the technology up to and including scanning, indexing, digital microfilming and other functions. The position will assist with developing training procedures on new and current case management systems for new hires and existing staff as required. This position will interact with Dallas County’s IT department on current and future technology needs and issues that may have a direct or indirect impact on the County Clerks operation. This position anticipated to be a Grade E and will report to the Courts Operation Manager.
2. **Business Systems Analyst** – This position will be responsible for gathering user requirements and assist technical teams to enhance and create new systems as directed by the County Clerk. The Business Analyst will act as a liaison between Dallas County’s IT technical team, IT Service provider vendors and business areas to provide user requirements, attend technical team meetings to assist with implementing system enhancements. This position will also create documentation and provide technical training to various users for system enhancements or newly created systems. The Business Analyst will assist in system regression testing, system implementation and documentation testing as required on all new County Clerk IT projects. The position will monitor legislation and work closely with Dallas County’s IT staff on all issues that will directly impact technology services provided by the County Clerk’s operations. This position is anticipated to be a Grade F and will report to the County Clerk.

3. **Criminal Courts Process Support Supervisor** – This position will be responsible for providing daily supervision and support of the County Clerk’s Criminal Courts section. The position will directly supervise seven (7) full and part time employees in performance of daily duties. This position will be responsible for assigning work tasks and evaluating employee performance. The position will also be the technical expert, research and resolve the more complex issues, respond to inquiries and audit work processes. This position is anticipated to be a Grade A and will report to the Courts Operations Manager.

4. **Collections Process Support Supervisor** – This position will be responsible for providing daily supervision and support of the County Clerk’s Criminal Courts section. The position will directly supervise eight (8) full time employees in performance of daily duties. This position will be responsible for assigning work tasks and evaluating employee performance. The position will also be the technical expert, research and resolve the more complex issues, respond to inquiries and audit work processes. This position is anticipated to be a Grade A and will report to the Collections Manager.

5. **Business Operations / Contracts Manager** – This position will be responsible for absorbing the current duties of the Clerk III (Property and Procurement Clerk) as well as assisting with the overall daily administrative duties of all the County Clerk sections. The position will also be responsible for monitoring and assist with the management of all the County Clerk contracts totaling in excess of $5 million annually. Additionally the Business Operations / Contract Manager will serve as the overseer and manage certain long range projects and participate in a variety of special projects as identified by the County Clerk. This position is anticipated to be a Grade A and will report to the Chief Deputy.

**FINANCIAL IMPACT**

The annual savings of deleting the eight (8) identified positions is estimated at $249,240. The estimated cost for the five (5) new positions is estimated at $245,482 annually. The net savings as a result of this reorganization request is projected to be $3,758 annually.
Proposed Positions to be Eliminated

<table>
<thead>
<tr>
<th># of Positions</th>
<th>Position Title</th>
<th>Salary Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civil Process Support Supervisor</td>
<td>Grade 12</td>
</tr>
<tr>
<td>2</td>
<td>Clerk IV Supervisors</td>
<td>Grade 8</td>
</tr>
<tr>
<td>1</td>
<td>Clerk III (Property and Procurement)</td>
<td>Grade 7</td>
</tr>
<tr>
<td>2</td>
<td>Clerk I</td>
<td>Grade 5</td>
</tr>
<tr>
<td>1</td>
<td>Part Time Clerk II</td>
<td>Grade 6</td>
</tr>
<tr>
<td>1</td>
<td>Part Time Clerk I</td>
<td>Grade 5</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>$249,240</td>
</tr>
</tbody>
</table>

Proposed Positions to be Added

<table>
<thead>
<tr>
<th># of Positions</th>
<th>Position Title</th>
<th>Salary Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Courts Business Analyst</td>
<td>Grade E</td>
</tr>
<tr>
<td>1</td>
<td>Business Systems Analyst</td>
<td>Grade F</td>
</tr>
<tr>
<td>1</td>
<td>Criminal Courts Process Support Supervisor</td>
<td>Grade A</td>
</tr>
<tr>
<td>1</td>
<td>Collections Process Support Supervisor</td>
<td>Grade A</td>
</tr>
<tr>
<td>1</td>
<td>Business Office Operations / Contracts Manager</td>
<td>Grade A</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>$245,482</td>
</tr>
</tbody>
</table>

STRATEGIC PLAN COMPLIANCE

The reorganization of the County Clerk’s Office is consistent with Dallas County Strategic Plan, Vision 1: Dallas County assess and stream-lines the County’s workforce for efficiency and operation. The net result of this reorganization not only deletes positions but also returns funds back to the County’s General Fund.

RECOMMENDATION

The proposed County Clerk reorganization gives the Office of Budget and Evaluation pause since it is creating two positions (Courts Business Analyst and Business System Analyst) that are information technology related and it has been the direction of Dallas County to have a centralized Information Technology Department. In addition, there have been several reorganizations in the last couple of years by the County Clerk’s Office where they deleted lower level numerical graded positions with the creation of higher level middle management positions. However, the County Clerk has been cooperative with Dallas County by agreeing to fund $2.3 million in positions each of the last two fiscal years as well as FY2011 from the County Clerk’s Records Escrow that is jointly controlled by the County Clerk and Commissioners Court. As such, the Office of Budget and Evaluation recommends the County Clerk’s reorganization with the Office of Budget and Evaluation reviewing the County Clerk’s staffing levels and reporting relationships during FY2011.
County Clerk-Administration-Current

County Clerk
John F. Warren

Executive Assistant
Gr A

Chief Deputy
Ed Bailey

HR Administrator
Lane Weekley

Call Center
Supervisor
Renee Fisher

Lead Clerk
Venus Ramirez

Linda
Amanda Lee
Pilar Hagen
Carmenana Carmargo

Administrator Service
Coordinator
Gr G

Business Analyst
Gr FM

Records Administrator
Gr F

Comm. Ct. Clerk
Annie Coleman

Clerk
Karen Wavada

* Deleted Position
County Clerk/Administration—Proposed

County Clerk
John F. Warren

Chief Deputy
Ed Bailey

Executive Assistant
Gr A

Business Systems
Analyst
Gr F

Administrator Service
Coordinator
Gr G

Business Analyst
Gr FM

Records Administrator
Gr F

Comm. Ct. Clerk
Annie Coleman

HR Administrator
Lane Weekley

Call Center
Supervisor
Renee Fisher

Lead Clerk
Venus Ramirez

* Bus/Ops/Contracts Mgr
Gr A

Clerk
Karen Wavada

Linda
Amanda Lee
Pilar Hagen
Carmenana Carmargo

* New Position
County Clerk-Criminal-Proposed

- Courts Business Analyst Gr F
  - Court Ops Manager Gr K
    - Asst. Manager Gr E
      - Court 1
        - Lusa Barnes-A
        - Rosa Castillo-7
        - Jacqueline Lewis-7
        - Andrenette Edwards-6
      - Court 2
        - Beth Doyle-A
        - Susie Weir-7
        - Leticia Flores-7
        - Open-6
      - Court 3
        - Liizzie Fleetwood-A
        - Margaret Castilleja-7
        - Shelia Mathis-7
        - Dewayne Murphy-6
      - Court 4
        - Mary Jones-A
        - Mysia Coleman-7
        - Teddy Gilleylen-7
        - Belinda Rodriguez-6
      - Court 5
        - Vanessa Hardeman-A
        - Lupe Sendejas-7
        - Richard Nwachukwu-7
        - Jennifer Romero-6
      - Court 6
        - Diana Lema-A
        - Sabrina Bolden-7
        - Shante Bell-7
        - Jocelyn Carey-6
      - Court 7
        - Karen Mach-A
        - Janine Capetillo-7
        - Rozanne Ebert-7
        - Open-6
      - Court 8
        - Diane Hawkins-A
        - Alicia Walton-7
        - Naidja Taylor-7
        - Jennifer Skinner-6
      - Court 9
        - Nellie Wood-A
        - Danielle Reagor-7
        - Daquetter Freeman-7
        - Jocobe Graham-6
      - Court 10
        - Renae Seger-A
        - Norma Mendoza-7
        - Breanne Davis-7
        - Veronica Harris-6
      - Court 11
        - Fame Holloway-A
        - Jean Alexander-7
        - Esperanza Sabet-7
        - Alicia Slaughter-6
      - CCAP 1
        - Lisa Cedillo-A
        - Robyn Tally-7
        - Teresa Perez-7
        - Anita Elliott-6
        - Kathryn Kendrick-6
      - CCAP2
        - Mary Banda-A
        - Ghaziuddin Saleem-7
        - Reney Bucio-7
        - Julita Jamilo-6
    - Records Supervisor Gr A
      - Process Supv Gr A
        - Jeffery Reves-4
        - Glenda reed-4
        - James Johnson-4
        - Trent Carroll-4
      - Processing Clerks
        - Judy Arnwine-5
        - Sarah Becker-5
        - April Cano-5
        - Stella Bravo-5
        - Mary Smith-5
      - Appeals Clerk
        - Rowena Ramos-7
  - Bond Forfeiture Supervisor Gr A
    - Yolanda Dorsey-Miles-7
    - Lisa Coffey-5
    - Priscilla Nichols-5
    - Open-5
  - New Position
County Clerk-Collections-Current

Manager
Gr H

Asst. Manager
Gr C

Collector
Rhonda Pinson

Collector
Martha Martinez

Collector
Linda Ruiz

Collector
Harvey Elliott

Collector
Elizabeth Puga

*Supervisor
Gr 8

Data Entry Clerk II
Altonia Spencer

Data Entry Clerk II
Michelle Tompkins

Data Entry Clerk II
Regina Felwks

Clerk II
Rachel Rueda

Clerk II
Johanna Wordlaw

Clerk I
Brenda Moreno

* Deleted Position
July 21, 2010

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Ronica L. Watkins, Senior Budget & Policy Analyst

SUBJECT: Contract Renewal for Customer Service and State Case Registry

Background
Dallas County entered into a contract with the State of Texas for providing customer service and state case registry information regarding the State Disbursement Unit (SDU) in 2001. The contract was later renewed for one year in 2005 and in 2006 it was renewed for two years. The current contract ends August 31, 2010. The proposed renewal contract period is September 1, 2010 – August 31, 2012. The purpose of this briefing is to provide Commissioners Court with an update on the Customer Service Contract and provide a recommendation on renewing the contract.

Operational Impact
The Dallas County Child Support Office continues to be the main provider of customer service for cases monitored through the Child Support Office. While payments are processed at the SDU, the call center maintained by the SDU refers calls to the Child Support Office. The Child Support Office handles inquiries on and receives information about non-IV-D child support cases where child support payments are remitted to the SDU, and furnishes non-IV-D court order information relating to suits affecting the parent-child relationship for use in the State and Federal Case Registries. The County is reimbursed for all of these customer services and case registry activities under this contract.

Legal Impact
The District Attorney’s Civil Section is reviewing the Cooperative Agreement between The Office of Attorney General of the State of Texas and Dallas County.
Financial Impact
The reimbursement rates for the new contract have increased slightly as follows: $2.73 per customer service activity and $8.32 for each new and modified case for the State Case Registry. The projected revenue for the two year contract period is $50,000.

Recommendation
The Office of Budget and Evaluation recommends that the County Judge sign the renewal of the Customer Service Contract with the State of Texas.
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Dallas County, Texas

CONTRACT NO. 11-C0020

1. INTRODUCTION & PURPOSE

1.1. This document encompasses furnishing Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries ("State Case Registry") and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas State Disbursement Unit (TXSDU) ("Local Customer Service"). A County may contract to provide State Case Registry services only. However a county contracting to provide Local Customer Service must also contract to provide State Case Registry.

1.2. Dallas ("County") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the TXSDU.

1.3. This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.

1.4. The term "OAG Systems" when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES and TXCSES Web) and any applicable automated systems used by the OAG's Vendor for the TXSDU including all of their subsystems, functions, processes, and security requirements.

1.5. Unless specified otherwise in this Contract, all procedures required to be followed by the County will be made available to the County on the OAG child support portal at http://portal.cs.oag.state.tx.us.

2. CONTRACT PERIOD

2.1. This Contract shall commence on September 1, 2010 and shall terminate on August 31, 2012, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS OF THE OAG AND THE COUNTY

3.1. State Case Registry Activities

3.1.1. County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.

3.1.1.1. County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information.
3.1.1.2. County must provide, if available, the following data elements:

3.1.1.2.1. participant type (dependent, custodial parent, non-custodial parent)
3.1.1.2.2. family violence indicator, if applicable
3.1.1.2.3. name of each participant (last and first)
3.1.1.2.4. sex code for each participant
3.1.1.2.5. social security number for each custodial parent and non-custodial parent and/or date of birth for each participant
3.1.1.2.6. cause number
3.1.1.2.7. cause county code
3.1.1.2.8. start date of cause
3.1.1.2.9. order modification date
3.1.1.2.10. address lines 1, 2, and 3, City, State, Zip (custodial parent only).

3.1.1.3. County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.

3.1.1.4. County shall enter updates on OAG Systems for new case and/or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, court order terminations of all types, child emancipation, multiple payees or payors, case closure and order transfers.

3.1.1.5. County shall endeavor to provide all available new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of the "date received time stamp" indicating that the order was received by the District Clerk or Local Registry’s office. While this Timeliness Performance Standard is established as a goal for counties rather than a requirement, the OAG intends to monitor and report County performance toward meeting the Standard.

3.1.1.6. The provisions of 3.1.1.5 notwithstanding, County shall provide essential new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of notification by the Texas TXSDU that a payment was received.

3.1.1.7. County shall provide updated information on existing orders within three (3) working days of receipt.

3.1.1.8. County shall provide new and updated case information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager.

3.1.1.9. County shall ensure that payments on cases that have been redirected from the County registry to the TXSDU are paid to the TXSDU and that disbursements on such cases are no longer made by the County. The District Clerk or the Domestic Relations Office (as applicable) shall send all erroneously received child support payments to the TXSDU within one day of receipt.

3.1.1.10. County agrees that all court orders must direct child support payments to the (TXSDU) in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations. Where the County identifies a pattern of court orders from a
particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations, the County will notify the OAG of same.

3.1.1.1. County shall work with the TXSDU to perform the required due diligence to place child support payments into the hands of custodial parents.

3.2. LOCAL CUSTOMER SERVICE

3.2.1. County Customer Service Unit Resources and Services

3.2.1.1. The term “Child Support Cases” when used in this Section and its Subsections means: Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as “Full Service Cases”).

3.2.1.2. County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Confidentiality and Security Section below: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.2.1.2.1. These activities include but are not limited to:

3.2.1.2.1.1. Researching payments on Child Support Cases that should have been but were not received by the OAG.

3.2.1.2.1.2. Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.

3.2.1.2.1.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.2.1.2.1.4. Providing a certified copy of the court order timely to the OAG upon request.

3.2.1.2.2. The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.

3.2.2. Resources as used in this Customer Service Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.2.3. Customer Service Unit Documentation

3.2.3.1. County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information i.e., procedures to properly identify the caller.

3.2.3.2. County shall perform the Customer Service Unit services using the following guidelines:

3.2.3.2.1. Respond to written inquiries within five (5) County work days,

3.2.3.2.2. take action on information received within three (3) County work days,

3.2.3.2.3. document case record of action or information received at time of receipt,
3.2.3.2.4. follow up to a telephone inquiry within three (3) County work days.
3.2.3.2.5. return phone calls within three (3) County work days.
3.2.3.2.6. see a customer the same day or schedule appointment within three (3) County work days of request.

3.2.3.3. County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center (800-252-8014).

3.2.3.4. The electronic files associated with customer service activity that the County may receive and process are:

3.2.3.4.1. Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).
3.2.3.4.2. Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).
3.2.3.4.3. Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015).
3.2.3.4.4. Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).

3.2.4. The electronic file associated with customer service activity that the County may transmit is:

3.2.4.1. OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).

3.2.5. In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.

3.2.6. County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/ TXCSES payment history record, as available, from the OAG TXCSES Web application.

3.3. ACCESSING OAG SYSTEMS

3.3.1. County Responsibilities

3.3.1.1. Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own County network and for the cost associated therewith.

3.3.1.2. County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this Contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.

3.3.1.3. Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this, the County must demonstrate sufficient resources and
ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.

3.3.1.4. County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.

3.3.1.5. Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager.

3.3.1.6. The ICD050 computer file specifications and format will be made available to the County on the OAG child support portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG child support portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame.

3.3.1.7. To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.

3.3.1.8. County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.4. OAG Responsibilities

3.4.1. OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4. REIMBURSEMENT

4.1. OAG shall monitor County OAG Systems State Case Registry and, if applicable, Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.

4.2. OAG shall forward a Summary and Reimbursement Voucher for any particular month’s activities to the County for review and approval by the 25th day of the following month.

4.3. If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County’s signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.
4.3.1. County shall submit the invoice to:

Contract Manager, State Case Registry and Local Customer Service
Mail Code: 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

4.4. If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County work days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County’s favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County’s favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

4.4.1. OAG Rights Upon Loss of Funding

4.4.1.1. Legislative Appropriations

4.4.1.1.1. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by the United States, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively “Strategies”). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG’s continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.4.2. Provision of Funding by the United States

4.4.2.1. It is expressly understood that any and all of the OAG’s obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate
this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.5. Reimbursement Rates

4.5.1. State Case Registry

4.5.1.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of $12.61 plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of $4.01 per Registry Only Court Order updated. Thus: \[(\text{Calendar Month Registry Only Court Orders provided} \times $12.61) + \text{Calendar Month Registry Only Court Orders updated} \times $4.01\] \times \text{Federal Share} = \text{OAG Liability.}

4.5.2. Local Customer Service

4.5.2.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 3.2.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of $4.13 per inquiry. For purpose of reference only the Federal Disallowance Percentage for SFY 2009 annualized is 19%. Thus: \[(\text{Calendar Month IV-D Inquiries Handled by County Personnel}) + (\text{Calendar Month Registry Only Inquiries Handled by County Personnel) - Federal Disallowance Percentage} \times ($4.13) \times \text{Federal Share} = \text{OAG Liability.}

4.6. Limitation of OAG Liability

4.6.1. The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

4.6.2. The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.
4.6.3. County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

4.6.4. The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.

4.6.5. The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e.g. customer service related to cases in the same County’s Integrated Child Support System (“ICSS”) caseload, when the County has an ICSS contract with the OAG. Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County.

4.6.6. Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is One Hundred Seventy Two Thousand Dollars and No Cents ($172,000.00).

4.7. Assignment of Claims


5. CONTRACT MANAGEMENT

5.1. Written Notice Delivery

5.1.1. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient’s address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

5.1.1.1. County

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

Ms. Angela Igrisan (or his/her successor in office)
Dallas County Director, Domestic Relations Office
600 Commerce St. Suite 201
Dallas, TX 75202-6632
5.1.1.2. OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G. Key (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Joseph Fiore (or his successor in office)
Managing Attorney, Contracts Attorneys, Child Support Division
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

and

Allen Broussard (or his successor in office)
Manager, Government Contracts
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5.2. Controlled Correspondence

5.2.1. After execution of this Contract, for a communication between the County and the OAG to be considered authoritative and binding it must be in writing and generated in accordance with procedures mutually agreed to by the County and the OAG. The OAG has procedures in place to number and track such communications as Controlled Correspondence. Any communication not generated in accordance with such procedures and not signed out by a designated position shall not be binding upon the parties and shall be of no effect. The OAG IV-D Director and the Contract Manager are designated as authorized signatories for all Controlled Correspondence with the County on behalf of the OAG. Unless otherwise notified by the County, the OAG shall consider the District Clerk or Local Registry's office, as the County signatory to this Contract, as authorized signatories for all Controlled Correspondence on behalf of the County. In the case of any inconsistency or conflict between such procedures and a Contract provision, the Contract provision shall control. Controlled Correspondence shall not be used to change pricing or alter the provisions of this Contract. Any such change requires a Contract amendment. Controlled Correspondence may be used to document interpretations of the provisions of this Contract.

5.3. Inspections, Monitoring and Audits

5.3.1. The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall provide physical access without prior notice to all sites used for performance of service under this Contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. County shall cooperate fully with
5.4. Reimbursement of Audit Penalty

5.4.1. If funds are disallowed as a result of an audit finding contained in an audit (by County or County’s independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the 1V-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

5.5. Remedies for Non-Performance

5.5.1. Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager’s determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.

5.5.2. If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

5.5.3. If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective
action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

5.6. Training on OAG Systems

5.6.1. Any County staff performing functions under this Contract must be trained on OAG Systems. Classroom Training on OAG Systems will be scheduled upon request from the County, by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with the OAG and shall direct training requests to:

Larry Acevedo  
Office of the Attorney General  
Mail Code 053  
PO Box 12017  
Austin, TX 78711-2017  
email address: CSD-TRN@cs.oag.state.tx.us

5.7. Assignment

5.7.1. County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

5.8. Liaison

5.8.1. County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

5.9. Subcontracting

5.9.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.
5.10. Dispute Resolution Process for County Breach of Contract Claim

5.10.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.

5.10.2. County's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

5.10.3. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.

5.10.4. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

5.10.5. The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

5.10.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

5.11. Reporting Fraud, Waste or Abuse

5.11.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

5.11.1.1. the Contract Manager
5.11.1.2. the Deputy Director for Contract Operations, Child Support Division
5.11.1.3. the Director, Child Support Division the Deputy Director, Child Support Division
5.11.1.4. the OAG Ethics Advisor
5.11.1.5. the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us)
5.11.1.6. the State Auditor's Office hotline for fraud (1-800-892-8348).

5.11.2. The report of suspected misconduct shall include (if known):

5.11.2.1. the specific suspected misconduct
5.11.2.2. the names of the individual(s)/entity(ies) involved
5.11.2.3. the date(s)/location(s) of the alleged activity(ies)
5.11.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
5.11.2.5. any documents which tend to support the allegations.

5.11.3. The words fraud, waste or abuse as used in this Section have the following meanings:

5.11.3.1. Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
5.11.3.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
5.11.3.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6. CONFIDENTIALITY AND SECURITY


6.1.1. General

6.1.1.1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name, date of birth, home address, account number, and case status. Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.

6.1.1.2. OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.

6.1.1.3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES or TXCSES Web.

6.1.1.4. County acknowledges and agrees to protect OAG Data as confidential. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services. OAG Data does not include data and information originated by County in the performance of its duties. Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Agreement, and shall be perpetual. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.
6.1.5. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.

6.1.6. County shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual, authorized pursuant to County’s request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least quarterly, OAG shall send County a list of TXCSES Web users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG. County will immediately notify OAG when an individual’s access to OAG systems is no longer relevant. OAG, in its sole discretion, may deny or revoke an individual’s access to OAG Data and information and any of its systems.

6.1.7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County’s opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such an instance, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense.

6.1.8. All references to “Agreement Services” shall include activities within the scope of this Agreement.

6.1.9. County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 10-2007) and § 231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment F, entitled “United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information”). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements the County has with anyone performing Agreement Services on County’s behalf.

6.1.10. This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

6.2. OAG Data Usage and Storage

6.2.1. County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance. County shall ensure that all County personnel having access to OAG Data receive annual reorientation
sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall annually re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment B) and the Child Support online Login Policy (Attachment C).

6.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.10-2007) and Attachment F entitled “United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information”.

6.2.3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG’s approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services. However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement.

6.2.3.1. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel) both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges. Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external not-organization-controlled network [e.g. the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic authentication Guidance level 3 or 4, and shall be consistent with IRS Publication 1075 Section 4.7 Alternate Work Sites.

6.3. OAG Data Retention and Destruction, and Public Information Requests

6.3.1. Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations. Within ten (10) business days of destruction or purging, County will provide the OAG with a completed OAG-Child Support Division
"Certificate of Destruction for Contractors and Vendors" (Attachment H; a copy of which is attached hereto and included herein).

6.3.2. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

6.3.3. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County’s services under this Agreement. County shall forward via fax any information requests to:

Public Information Coordinator  
Office of the Attorney General  
Fax (512) 494-8017

6.4. Security Incidents

6.4.1. Response to Security Incidents

6.4.1.1. County shall respond to detected security incidents. The term “security incident” means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

6.4.1.1.1. Initial responders
6.4.1.1.2. Containment
6.4.1.1.3. Management Notification
6.4.1.1.4. Documentation of Response Actions
6.4.1.1.5. Expeditious confirmation of system integrity
6.4.1.1.6. Collection of audit trails and similar evidence
6.4.1.1.7. Cause analysis
6.4.1.1.8. Damage analysis and mitigation
6.4.1.1.9. Internal Reporting Responsibility
6.4.1.1.10. External Reporting Responsibility
6.4.1.1.11. OAG Contract Manager’s and OAG CISO’s name, phone number and email address.

6.4.2. Attachment G is County’s current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.
6.5. Notice

6.5.1. Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken. Current contact information shall be contained in the Plan.

6.5.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: time and nature of the incident (e.g., OAG data loss/corruption/ intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

6.5.3. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.

6.5.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

6.6. Final Report

6.6.1. Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

6.6.1.1. a detailed explanation of the cause(s) of the security incident;

6.6.1.2. a detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

6.6.1.3. a specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6.6.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6.6.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

6.7. Independent Right to Investigate

6.7.1. OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and
6.8. Security Audit


6.8.1.1. County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

6.8.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6.8.1.1.2. inspect its information system in order to access security at the operating system, network, and application levels; provided, however, that such access shall not interfere with the daily operations of managing and running the system; and

6.8.1.1.3. enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

6.8.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

6.8.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if an audit is being performed of a County's subcontractor, the County's subcontractor's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

6.8.1.4. County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's subcontractors, if such data or reports pertain, in whole or in part, to the Agreement Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Agreement.

6.9. Remedial Action

6.9.1. Remedies Not Exclusive and Injunctive Relief

6.9.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.
6.9.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

6.10. Notice to Third Parties

6.10.1. Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053’s “consumer reporting agency” notification requirements.

6.10.2. County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.

6.10.3. If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

6.11. Commencement of Legal Action

6.11.1. County shall not commence any legal proceeding on OAG’s behalf outside the scope of the Agreement Services without OAG’s express written consent. OAG shall not commence any legal proceedings on County’s behalf without County’s express written consent.

7. AMENDMENT

7.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

8. TERMINATION OF CONTRACT

8.1. Termination

8.1.1. Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of
such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

8.2. Survival of Terms

8.2.1. Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

9. TERMS AND CONDITIONS

9.1. Federal Terms and Conditions

9.1.1. Compliance with Law, Policy and Procedure

9.1.1.1. County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure. It shall also comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this Contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section above. OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

9.1.2. Civil Rights

9.1.2.1. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, “Equal Employment Opportunity” as amended by Executive Order 11375, “Amending Executive Order 11246 relating to Equal Employment Opportunity” and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” County shall ensure that all subcontracts comply with the above referenced provisions.

9.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00.

9.1.3.1. County certifies by entering into this Contract, that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

9.1.3.2. The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.
9.1.4. Environmental Protection (Contracts in Excess of $100,000.00)

9.1.4.1. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed $100,000.

9.1.5. Certain Disclosures Concerning Lobbying [Contracts in excess of $100,000]

9.1.5.1. Certain Counties shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

9.1.5.2. The requirements of this provision shall be included in all subcontracts exceeding $100,000.

9.2. News Releases or Pronouncements

9.2.1. News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this Contract by County, using any means or media, must be approved in writing by the OAG prior to public dissemination.

9.3. Date Standard

9.3.1. Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, “Data elements and interchange formats--Information interchange--Representation of dates and times.”

9.4. Headings

9.4.1. The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

9.5. Agreement Relating to Debts or Delinquencies Owed to the State

9.5.1. As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
9.6. Non-Waiver of Rights

9.6.1. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

9.7. No Waiver of Sovereign Immunity

9.7.1. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

9.8. Severability

9.8.1. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

9.9. Applicable Law and Venue

9.9.1. Applicable Law and Venue: County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Dallas County. All payments under this Contract shall be due and payable in Travis County, Texas.

9.10. Entire Contract

9.10.1. This instrument constitutes the entire Contract between the parties hereto, and all oral or written contracts between the parties relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

9.11. Counterparts

9.11.1. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9.12. Attachments

9.12.3. Attachment C: Child Support Online Login Policy
9.12.4. Attachment D: Data Integrity Procedures Changes to Case Information
9.12.5. Attachment E: Certification Regarding Lobbying

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

DALLAS COUNTY

Alicia G. Key
Deputy Attorney General for Child Support

The Honorable Jim Foster
County Judge, Dallas County
August 3, 2010

TO: Commissioners Court

FROM: Ryan Brown, Budget Officer

SUBJECT: Probate Investigator’s Office

BACKGROUND
On March 11, 2010 the Probate Courts requested implementation of several changes in their Courts. However, several of the requested changes were in violation of Dallas County policies and procedures. After lengthy discussion, all issues that were in violation of Dallas County polices and procedures were resolved satisfactorily. As such, the remaining issues are presented for Commissioners Court review and approval.

OPERATIONAL IMPACT
The Probate Courts are requesting the addition of a full-time attorney be authorized in the Probate Court Investigator’s Office. The Probate Courts currently have a part-time attorney position that serves all three courts with legal guardianship issues. With the increase in the number of guardianship cases in the Probate Courts there is a need to increase the part-time attorney to a full-time position. In addition, Probate Courts request the creation of a Probate Court Investigator supervisor position. The Probate Court Investigator Division of the Probate Courts is currently staffed with four Probate Court Investigator positions with one acting as a supervisor but all of the positions are the same grade. The creation of a Probate Court Investigator Supervisor position will allow a clear line of supervision and authority.

FINANCIAL IMPACT
The annual cost for a full-time attorney and Probate Court Investigator supervisory position are anticipated to be $185,773 annually including benefits. All costs for these additional positions will be funded by the Probate Escrow authorized under Government Code 25.00213 and with the funds under the complete control of the Probate Courts. The Probate Escrow has a balance of $727,806 as of May 2010.

RECOMMENDATION
The Office of Budget and Evaluation recommends the creation of a full-time attorney and a Probate Court Investigator Supervisor for the Probate Investigator’s Division of the Probate Courts with all costs for these additional positions funded by the Probate Escrow authorized under Government Code 25.00213. It is further recommended that the Human Resources/Civil Service Department review the positions for proper classification.
July 28, 2010

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Office of Budget and Evaluation Staff

SUBJECT: Conference/Travel/Training Requests

The following departments have requested approval for Conference/Travel/Training. Additional documentation is available for further reference.

**Elected Officials/Departments notifying Commissioners Court of Conference/Travel/Training fund requests that do not require Commissioners Court approval under State Statutes**

**TAX ASSESSOR/COLLECTOR** – notifies Commissioners Court that the listed Tax Office staff will attend Course #1 (Intro to the Texas Property Tax System) September 13th – 17th, 2010. The training course is offered locally at the Dallas Central Appraisal District (DCAD). Staff attending training includes the following:

- Norman Kasal, Process Initiatives Manager
- Candi Scarso, Customer Care Center Manager
- Jim Patterson, Refunds Supervisor
- Alex McGraw, Assistant Director of Motor V
- Rita Cathey, Collection Manager
- Tracy Hines, Branch Manager

This class will assist newly hired managers and directors with a better understanding of the property tax system which allows them to perform their duties more efficiently and provide our citizens with a better understanding of their concerns. This class is taught by a licensed instructor. Total cost of training is $1,560. Funds are available in VIT fund.
Elected Officials/Departments requesting Conference/Travel/Training approval for funds that have Commissioners Court authority

ROAD AND BRIDGE DISTRICT #1 – requests approval to utilize Road and Bridge, DDA funds for two staff, Chris Davis, and Phylis Vermillion to attend Crimes Against Children Conference at the Dallas Sheraton Hotel. The conference will be held on August 9th - 12th, 2010. Registration to attend the conference is $1,000 ($500 per person). Funding is available in DDA 105.2510.2230.2010.

Commissioner Dickey and her staff are actively involved in the development of the Prostitute Diversion Initiative Program. The Crimes Against Children conference will provide staff insight into the many phases of human trafficking of children into prostitution e.g. locally, internationally, and/or technology. The information gained from attending the conference will assist staff as they work with ladies that have been victims as children through child abuse, abduction, and rape.

Notifying Commissioners Court of Conference/Travel/Training funds used by Grant Funds

None requested
August 3, 2010

MISCELLANEOUS

1) **COMMISSIONERS COURT ADMINISTRATION** - is providing notification that the blood drives through Carter BloodCare at the Frank Crowley Courthouse scheduled for July 21-22, 2010 have been rescheduled to August 25-26, 2010 (original dates briefed June 29, 2010).

2) **IT SERVICES** – requests approval:
   a) to renew the annual maintenance and support for the Laboratory Information Management System (LIMS) from JusticTrax at a cost of $55,146. This annual fee will continue until such time the County replaces or terminates the use of the software. Funding to cover the cost of $55,146 is available in the Office of Information Technology budget for maintenance (00195.1090.06520). Recommended by the Office of Information Technology.
   b) to purchase one wireless network assessment for the Frank Crowley and George Allen Courts Buildings. The Senior Consultants, Inc. will work through Telecom to provide cabling routes, closet access, switching information, etc. for the Flair Data team. Funding is available in 532.4031.21386, County Clerk Time Payment Funds. The estimated cost is $2,368. Recommended by the Office of Information Technology.

3) **PARKLAND JAIL HEALTH SERVICES** – requests approval:
   a) to purchase two (2) data drops for the North Tower 4E Multi-Purpose Room to replace the previous two (2) drops that were pulled to the wrong data closet. The previous data drops need to be pulled to the correct closet at a cost of $187 per drop totaling $374. Recommended by the Office of Budget and Evaluation.
   b) to purchase two (2) data drops and a voice line for a fax machine in the Nurses room M104 at the Henry Wade facility at a cost of $187 each totaling $561. Recommended by the Office of Budget and Evaluation.
   c) to purchase a voice drop and a cortelco single line phone for the examination room at $187 and $43 respectively, totaling $230, to be installed at the Lew Sterrett Central Intake facility. Recommended by the Office of Budget and Evaluation.
for two data cable drops for the Pyxis machine. The machine is a secure medication dispenser that requires a network connection so it can reference the caregiver acquiring the medication, the medication itself, and the patient to whom it will be administered. The estimated cost is: $372 ($186 each) for 2 data cable drops. Recommended by the Office of Budget and Evaluation.

4) SHERIFF-VEHICLE CRIMES UNIT – requests approval to purchase Crash Data Retrieval software, equipment and training from Crash Data Group at a cost of $9,000. This is vendor is the sole source for this item. Funding is available in Federal Forfeiture funds 532.2093.91002. Recommended by the Office of Budget and Evaluation.

5) DISTRICT ATTORNEY – requests approval to reclassify a senior legal secretary, grade 09 (Position #6812) to a Clerk IV, grade 08. The department desires to match the job duties with the appropriate classification title. They are aware that the job classification may be lowered to comply with county policy. Also, if it is lowered, they would like to be given credit for the savings estimated at $4,398 annually. Recommended by the Office of Budget and Evaluation.

6) FACILITIES MANAGEMENT – requests funding to move telephone lines and data drops at $1,800 (6 voice/4 data @ $180 each) for the relocation of the Fire Marshal in the Records Building. Funding is available Emergency Reserves, Unallocated Reserves. Recommended by the Office of Budget and Evaluation.

TRAVEL REQUESTS

7) SHERIFF – requests approval for Sheriff Lupe Valdez and Chief Deputy Marlin Suell to attend the Texas Commission on Jail Standards Meeting in Austin, Texas on August 4-5, 2010, at no cost to Dallas County.

8) INSTITUTE OF FORENSIC SCIENCES – requests approval for Chris Heartsill to attend the ASCLD/LAB International Assessment of Arizona DPS in Phoenix, Arizona on August 24-27, 2010, at no cost to Dallas County.

9) IT SERVICES – requests approval for Brett Taylor, Ellease Francis, Sravanthi Bora and Quamrul Polash to review the Fleet Program (FAMIS) at San Angelo University in San Angelo, Texas on July 1, 2010: $1,048 is available in Major Technology Fund, IT Services Department, Business Travel Account, FY Budget 0000, (00195.1090.4010.0000) and $524 is available in General Fund, Business Travel Account, FY Budget 0000, (00120.1027.4010.0000). (Previously briefed and approved on June 29, 2010 with use of a County vehicle with gas credit cards. Rebriefing to delete the use of a County vehicle with gas credit cards)
10) **DISTRICT ATTORNEY** – requests approval for:
   
a) Felicia Oliphant, Art Garcia, Tomasz Nowak, Sarah Miles, Claudia Arnick, Flor De La Fuente, Harold Renfroe, John Warren, Carmen White, Crystal Phillips, Reynie Tinajero, Tammy Goodman, Sherre Sweet, Darrel Doty, Sandy Moreland, Douglas Millican, Oscar Escobar, Lauren Gaston, Kimberly Toynes, Shelley Fox, Amy Derrick, Marci Curry, Charles Rebstock, Rachel Vela, Meredith Behgooy, Michael Sandlin, Eren Price and Julius Whittier to attend the 22nd Annual Crimes Against Children Conference in Dallas, Texas on August 9-12, 2010, at no cost to Dallas County.

b) Craig Bonham to attend the Advanced Family Law Seminar in San Antonio, Texas on August 9-12, 2010, at no cost to Dallas County.

11) **HEALTH & HUMAN SERVICES** – requests approval for:
   
a) Bret Camp to attend the Ryan White Grantee Meeting in Washington, D.C. on August 22-26, 2010: $2,175 is available in Grant Fund, Part A Department, Conference Travel Account, FY Budget 2010, (00466.65502.004210.20).

b) Wendy Chung, MD to attend the 2010 Texas Immunization Summit in Fort Worth, Texas on September 30, 2010 through October 1, 2010, at no cost to Dallas County.

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

*Travel requests submitted for approval after travel had occurred:*

12) **DISTRICT ATTORNEY** – requests approval for Larry Green to attend classes at Tarrant County College for Insurance Case Review and Ethics Case Review in Dallas, Texas on August 3-4, 2010: $125 (registration fee) is available in Grant Fund, District Attorney’s Office, Business Travel Account, FY Budget 2010, (00541.4011.4010.2010).
Travel Request with reimbursements going over Dallas County Policy maximum reimbursement schedule:

13) **PROBATE COURT NO. 3 (Judge Michael E. Miller)** – requests approval to attend the 2010 Annual Judicial Education Conference in Corpus Christi, Texas on September 21-24, 2010: $1,026.35 ($250 registration fee) is available in Escrow Fund, Probate Court No. 3, Education Fund Account, FY Budget 2010, (00532.4703.21667.2010).

14) **HEALTH & HUMAN SERVICES** – requests approval for Darla Spencer, Armandina Medina and Michael Whitfield, Sr. to attend the 17th Annual Community Affairs Training Conference in Austin, Texas on August 25-27, 2010: $1,305 ($180 registration fee) is available in Grant Fund, CEAP Department, Training Fee Account, FY Budget 2010, (00466.08301.02460.2010).

**MISCELLANEOUS EQUIPMENT**

Actual invoiced amounts may deviate by up to $5 from the amounts listed without additional Commissioners Court Authorization.

<table>
<thead>
<tr>
<th>(1)</th>
<th>DEPARTMENT:</th>
<th>3230</th>
<th>Constable Precinct 3, Adamcik</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td>1 – Vehicle Repair Cost / Labor ($500)</td>
<td>1 - Vehicle Parts ($240)</td>
<td>1- Vehicle Tow ($95)</td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$835</td>
<td>FUNDING SOURCE: Federal Forfeiture</td>
<td></td>
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<tr>
<td>EXPENDITURE SOURCE:</td>
<td>$32.0.2590.0.0.91006 (Federal Forfeiture, Constable Precinct 3, County Auto Maintenance FY2010)</td>
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<tr>
<td>PROPOSED ACTION:</td>
<td>Constable Precinct 3 requests authorization to repair vehicle received from seizure. Recommended by the Office of Budget and the Evaluation.</td>
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<thead>
<tr>
<th>(2)</th>
<th>DEPARTMENT:</th>
<th>4145</th>
<th>160th Civil District Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM:</td>
<td>Black Toner Cartridge ($105)</td>
<td>FUNDING SOURCE: Within Budget</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$105</td>
<td>EXPENDITURE SOURCE: 120.4145.2160 (General Fund, 160th Civil District Court, Office Supplies)</td>
<td></td>
</tr>
</tbody>
</table>

08/03/10
PROPOSED ACTION: The 160th Civil District Court is requesting authorization to purchase an Office Depot 42X (HP 5942X) Remanufactured High-Yield Black Toner Cartridge at $105. This will be used by the Court Coordinator in the normal operations of the Court. Recommended by the Office of Budget and Evaluation.

(3) DEPARTMENT: 1028
ITEMS:
- Facility Quality Assurance Team
  - Timing Belt ($1,891)
  - Safety Switch ($112)
  - Belt ($133)

ESTIMATED COST: $2,136
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.1028.2670

PROPOSED ACTION: The Facility Quality Assurance Team is requesting authorization to purchase a timing belt at $1,891, a safety switch at $112 and a belt at $132 totaling $2,136. These parts are needed to perform maintenance on the wrapping machine which is used to seal the meal trays for the inmates at the Lew Sterrett Kitchen. Recommended by the Office of Budget and Evaluation.

(4) DEPARTMENT: Health and Human Services
ITEM:
- Clear Motorola WiMax Modern Series M ($150 x 3)

ESTIMATED COST: $450
FUNDING SOURCE: OPHP Bioterrorism Grant
EXPENDITURE SOURCE: 00466.0000.02093.2010.0000.
00000.08725.0000

PROPOSED ACTION: The Health and Human Services Department is requesting three (3) Clear Motorola WiMax Modern Series M at $150 each totaling $450. These will be used as backup modems to support the satellite communication system in the event of connectivity issues. Recommended by the Office of Budget and Evaluation.

(5) DEPARTMENT: Health and Human Services
ITEMS:
- 8' Table Cloth with County Logo & Seal ($117 x 6)
- Expedited / Shipping Charges ($218)

08/03/10
<table>
<thead>
<tr>
<th>#</th>
<th>DEPARTMENT</th>
<th>ITEMS</th>
<th>ESTIMATED COST</th>
<th>FUNDING SOURCE</th>
<th>PROPOSED ACTION</th>
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<tbody>
<tr>
<td>6</td>
<td>Office of Information Technology</td>
<td>2 - HP LaserJet M1319f Printers</td>
<td>$700</td>
<td>195.0.02093.0.0.92055 (Hardware Refresh)</td>
<td>The Office of Information Technology requests Commissioners Court approval to purchase two HP LaserJet all-in-one printers for the jail Quality Assurance team. Funding is available in 195.0.02093.0.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.</td>
</tr>
<tr>
<td>7</td>
<td>Office of Information Technology</td>
<td>2 - Dell Notebook Computers (E6500)</td>
<td>$3,300</td>
<td>532.4031.21386 (County Clerk Time Payment)</td>
<td>The Office of Information Technology requests Commissioners Court approval to purchase two notebook computers for the County Clerk's Office. The items will replace older equipment as well as provide computer hardware for the new Truancy Court Clerk Supervisor. Funding is available in the County Clerk's Time Payment Fund, 532.4031.21386. (Recommended by the Office of Information Technology.</td>
</tr>
<tr>
<td>8</td>
<td>Office of Information Technology</td>
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<tr>
<th>DEPARTMENT</th>
<th>ITEMS</th>
<th>ESTIMATED COST</th>
<th>FUNDING SOURCE</th>
<th>PROPOSED ACTION</th>
</tr>
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<tbody>
<tr>
<td>Office of Information Technology</td>
<td>24 – Dell Desktop Computers with Dual Video Cards</td>
<td>$46,000</td>
<td>195.0.02093.0.0.92055 (Hardware Refresh)</td>
<td>The Office of Information Technology requests Commissioners Court approval to purchase forty-two desktop computers for use in the Criminal Courts. The computers will be used to access court document images using the OnBase software. Funding is available in 195.0.02093.0.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.</td>
</tr>
<tr>
<td>Office of Information Technology</td>
<td>31 – Video Cards for Dell Computers</td>
<td>$6,200</td>
<td>District Clerk Records Management Fund</td>
<td>The Office of Information Technology requests Commissioners Court approval to purchase thirty-one video cards for Dell computers. The video cards will be added to existing desktop computers in the Criminal Courts providing the capability to attach a second monitor. The computers will be used to access court document images using the OnBase software. Funding is available in the District Clerk’s Record Management Fund. Recommended by the Office of Information Technology.</td>
</tr>
<tr>
<td>Office of Information Technology</td>
<td>1 – Flair Data Wireless Assessment for Frank Crowley Courts Bldg and George Allen Courts Bldg</td>
<td>$5,000</td>
<td>532.4031.21386, County Clerk Time Payment Funds</td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>The Office of Information Technology requests Commissioners Court approval to purchase one wireless network assessment for the Frank Crowley and George Allen Courts Buildings. The assessment will be used to provide information regarding location and number of wireless access points and switches required to provide wireless access to the County network. Funding is available in 532.4031.21386, County Clerk Time Payment Funds. Recommended by the Office of Information Technology.</td>
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<td>(11) DEPARTMENT:</td>
<td>Sheriff – Central Intake</td>
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<tr>
<td>ITEM:</td>
<td>LDC Industrial Computer Cabinet ($519 x 4)</td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$2,076</td>
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<tr>
<td>FUNDING SOURCE:</td>
<td>Federal Forfeiture</td>
<td></td>
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<tr>
<td>EXPENDITURE SOURCE:</td>
<td>532.0000.2090.0000.0000.91002 (Federal Forfeiture)</td>
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<tr>
<td>PROPOSED ACTION:</td>
<td>The Sheriff – Central Intake Department is requesting authorization to purchase four (4) LDC Industrial Computer Cabinets at $519 each totaling $2,076. Recommended by the Office of Budget and Evaluation.</td>
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<td>(12) DEPARTMENT:</td>
<td>Sheriff – Communications</td>
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<tr>
<td>ITEM:</td>
<td>Replacement Work Station Chair Mat ($100)</td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$100</td>
<td></td>
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<tr>
<td>FUNDING SOURCE:</td>
<td>Within Budget</td>
<td></td>
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<tr>
<td>EXPENDITURE SOURCE:</td>
<td>120.3124.2160 (General Fund, Communications, Office Supplies)</td>
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<tr>
<td>PROPOSED ACTION:</td>
<td>The Sheriff – Communications Department is requesting authorization to purchase a replacement work station chair mat (60&quot; x 64&quot;) at $100. Funding is currently available within budget. Recommended by the Office of Budget and Evaluation.</td>
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<td>(13) DEPARTMENT:</td>
<td>Sheriff – Commissary</td>
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<tr>
<td>ITEM:</td>
<td>Wahl Senior Premium Clippers ($60 x 5)</td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$300</td>
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<tr>
<td>FUNDING SOURCE:</td>
<td>Sheriff Commissary</td>
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<tr>
<td>EXPENDITURE SOURCE:</td>
<td>532.3151.2550.91046 (Sheriff Commissary)</td>
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<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>Sheriff - Commissary</td>
<td>Wahl Senior Premium Clippers</td>
<td>$300 each</td>
<td>Federal Forfeiture</td>
<td>$332,000.2090.0000.91002 (Federal Forfeiture)</td>
<td>The Sheriff – Commissary Department is requesting authorization to purchase five (5) Wahl Senior Premium Clippers at $60 each totaling $300. Recommended by the Office of Budget and Evaluation.</td>
</tr>
<tr>
<td>Sheriff - Training</td>
<td>Modula Assembly (Core Exchange)</td>
<td>$300</td>
<td>Federal Forfeiture</td>
<td>$332,000.2090.0000.91002 (Federal Forfeiture)</td>
<td>The Sheriff – Training Department is requesting authorization to purchase a Modula Assembly at $300, three (3) Taps Stand C-rods at $32 each, three (3) DTAPS Cylinder Assemblies at $113, five (5) Popper MAC Valves at $77 each, a Modula Backplane Circuit Board at $350, and funds to cover the shipping cost at $27 totaling $1,497. These items are parts needed for the target system. Recommended by the Office of Budget and Evaluation.</td>
</tr>
<tr>
<td>Sheriff - Gun Range</td>
<td>9mm Ammunition Cases</td>
<td>$139 each</td>
<td>Federal Forfeiture</td>
<td>$332,000.2510.0000.91002 (Federal Forfeiture)</td>
<td>The Sheriff – Training – Gun Range Department is requesting authorization to purchase ten (10) cases of 9mm ammunition at $139 each totaling $1,390. Recommended by the Office of Budget and Evaluation.</td>
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<tr>
<td>Sheriff - Writ Enforcement</td>
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08/03/10
ITEMS:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Estimated Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HP BT 500 Bluetooth USB 2.0 Wireless Adapter ($20 x 2)</td>
<td></td>
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<td></td>
<td>HP Mobile Printer Notebook Case ($90)</td>
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<tr>
<td></td>
<td>HP Printer Battery ($94 x 2)</td>
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<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$320</strong></td>
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</tbody>
</table>

FUNDING SOURCE: 532.0000.2093.0000.0000.91002 (Federal Forfeiture)

EXPERIMENT SOURCE: Federal Forfeiture

PROPOSED ACTION: The Sheriff – Writ Enforcement Department is requesting authorization to purchase two (2) HP BT 500 Bluetooth USB 2.0 Wireless Adapters at $20 each, a HP mobile printer notebook case at $90, and two (2) HP printer batteries at $94 each totaling $320. Recommended by the Office of Budget and Evaluation.

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(17) DEPARTMENT: 1024 Records Management

ITEM:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Estimated Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hand Pallet Jack</td>
<td></td>
<td><strong>$780</strong></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING SOURCE: Countywide

EXPERIMENT SOURCE: 120.1024.2090 (General Fund, Records Management, Property less than $5,000)

PROPOSED ACTION: Records Management requests to purchase the listed equipment for use at the Record Center due to the existing hand pallet jack is not repairable. All seals and bearings are bad and pivot point is missing. Recommended by the Office of Budget and Evaluation.

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TELECOMMUNICATIONS

**Communications & Central Svs.** - P-10070004 - requests to add Kays Tower and Youth Village to VoIP network corporate pool for IP licenses to allow sharing of licenses between sites. Equipment $1615.00; Installation $0.00; Recurring Cost $0.00 - **Recommended**

**HHS Administration** - P-1007005 - requests 6 multiline, hands-free, caller id phones for conference calling capabilities for 6 employees. Equipment $543.60; Installation $0.00; Recurring Cost $0.00 - **Recommended**  Grant BT 8723 07/31/11 Fund 00466

08/03/10
**IT Services** - requests:

**D-1007008** installation of a data line. Equipment $0.00; Installation $200.00; Recurring Cost $0.00 - **Recommended**

**D-1007009** installation of a data line. Equipment $0.00; Installation $200.00; Recurring Cost $0.00 - **Recommended**

**D-1007010** installation of a data line. Equipment $0.00; Installation $200.00; Recurring Cost $0.00 - **Recommended**

**PMH-NT** - requests:

**D-1007011** installation of a data line. Equipment $0.00; Installation $186; Recurring Cost $0.00 - **Recommended**

**D-1007012** installation of a data line. Equipment $0.00; Installation $186; Recurring Cost $0.00 - **Recommended**

**Sheriff - Baliff** - **P-1004002A** - requests installation of 40 voice drops and single line phones for the Bailiffs in each courtroom on floors 3, 4, 5, 6, 7. Equipment $2000.00; Installation $4675.00; Recurring Cost $0.00 - Recommended  **Fund 532 Project 91002**

**Sheriff - Personnel** - requests:

**M-1005032** installation of a voice line with single line phone. Equipment $43.00; Installation $115.43; Recurring Cost $0.00 - **Recommended**

**D-1005003** installation of a data line. Equipment $0.00; Installation $115.43 Recurring Cost $0.00 - **Recommended**

- Funding for the above requests are available from countywide department 1023, line item 7210 telecom equipment and department 1023, line item 6250 cable contract, if otherwise it will be stated in brief.

- Projects are funded by requesting department, if otherwise it will be stated in brief.

- Cell Phone funding is provided by the requesting department and is stated.

- Pagers are funded from department 1023, line item 7214.