

DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

March 22, 2011

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Legislative Briefing - Friday, March 25, 2011



DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION

ZACHARY THOMPSON, M.A.
DIRECTOR

DALLAS COUNTY
COMMISSIONERS COURT
11 MAR 16 AM 9:31

TO: COMMISSIONERS COURT
FROM: ZACHARY THOMPSON, DIRECTOR
DATE: MARCH 22, 2011
**SUBJECT: DOE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
WEATHERIZATION ASSISTANCE PROGRAM AMENDMENTS**

BACKGROUND

The Texas Department of Housing and Community Affairs (TDHCA) has notified the Dallas County Health and Human Services of amendments to the nine (9) Weatherization Assistance Program contracts (see Exhibit 1) through the American Recovery and Reinvestment Act (ARRA) under which weatherization services are provided within Dallas County and eight (8) specific cities within Dallas County. These cities include Balch Springs/Hutchins, Carrollton, Dallas, Garland, Grand Prairie, Irving, Mesquite, and Richardson.

The amended contracts are deleting the current Attachment A - Budget and Performance Document in its entirety and substituting in lieu thereof the amended Attachment A - Budget and Performance Document as included in each Amendment. The amended funding schedule for each contractual city is outlined in Exhibit I attached.

OPERATIONAL IMPACT

The program will utilize Dallas County's temporary staffing agency to obtain and employ the temporary personnel for performing additional work. Administrative funds earned through the program may be utilized to purchase special equipment and vehicles as needed to further objectives of the program. There is no operational impact to Dallas County.

FINANCIAL IMPACT

Funding for these contracts remains unchanged. There is no financial impact to Dallas County.

LEGAL IMPACT

The amended contracts from TDHCA require the approval of the Commissioners Court and the electronic signature of the County Judge.

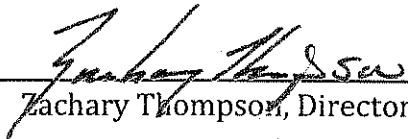
STRATEGIC PLAN COMPLIANCE

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 2; *Dallas County is a health community*. Weatherization services are provided to low-income homes in Dallas County and referenced said cities, and include caulking, weather stripping, insulation, replacing & repairing doors and windows, patching holes in building envelopes, roof repair, duct work, and insulating effective water heaters. The program also funds tune-ups or replacement of unhealthy heating and inefficient heating and cooling appliances.

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court approve the amended DOE TDHCA ARRA Weatherization Assistance Program contracts for Dallas County and the cities of Balch Springs/Hutchins, Carrollton, Dallas, Garland, Grand Prairie, Irving, Mesquite, and Richardson, approve the DOE ARRA WAP Contracts Amended Funding Schedule as reflected in Exhibit I, and authorize the County Judge to electronically sign all related documents on behalf of Dallas County.

RECOMMENDED BY:


Zachary Thompson, Director

Attachments

C: Darryl Martin, Court Administrator
Virginia Porter, County Auditor

EXHIBIT I

DOE ARRA WAP CONTRACTS AMENDED FUNDING SCHEDULE

FUNDING BREAKDOWN

CONTRACT FOR:	CONTRACT NUMBER	ADMIN.	LIABILITY/ POLLUTION	FISCAL AUDIT	MATERIAL/ P.S./LABOR	HEALTH AND SAFETY	TRAINING & TECH. ASST.	TOTAL CONTRACT
DALLAS COUNTY	16090000661	\$667,621.00	\$20,666.00	\$2,000.00	\$11,186,499.00	\$1,475,625.00	\$123,805.00	\$13,476,216.00
CITIES OF BALCH SPRINGS/HUTCHINS	16090000782	\$50,000.00	\$0.00	\$2,000.00	\$889,959.00	\$58,041.00	\$0.00	\$1,000,000.00
CITY OF CARROLLTON	16090000761	\$15,242.00	\$0.00	\$2,000.00	\$336,198.00	\$31,395.00	\$0.00	\$384,835.00
CITY OF DALLAS	16090001150	\$300,000.00	\$0.00	\$0.00	\$5,514,979.00	\$185,021.00	\$0.00	\$6,000,000.00
CITY OF GARLAND	16090000754	\$49,632.00	\$0.00	\$2,000.00	\$1,056,736.00	\$100,584.00	\$0.00	\$1,208,954.00
CITY OF GRAND PRAIRIE	16090000762	\$39,532.00	\$0.00	\$2,000.00	\$681,763.00	\$167,346.00	\$0.00	\$890,641.00
CITY OF IRVING	16090000748	\$49,069.00	\$0.00	\$2,000.00	\$1,142,271.00	\$92,048.00	\$0.00	\$1,285,388.00
CITY OF MESQUITE	16090000763	\$26,609.00	\$0.00	\$2,000.00	\$449,113.00	\$54,452.00	\$0.00	\$532,174.00
CITY OF RICHARDSON	16090000764	\$18,070.00	\$0.00	\$2,000.00	\$301,528.00	\$39,792.00	\$0.00	\$361,390.00
TOTAL		\$1,215,775.00	\$20,666.00	\$16,000.00	\$21,559,048.00	\$2,204,304.00	\$123,805.00	\$25,139,598.00

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000661 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 4

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County Department of Health and Human Services (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000661 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A – Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A – Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County Department of Health and Human Services

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000661 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 4

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County Department of Health and Human Services

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 13,352,411.00	ARRA FUNDS CURRENTLY AVAILABLE
\$ 123,805.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 13,352,411.00	TOTAL ANTICIPATED ARRA FUNDS
\$ 123,805.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 667,621.00
³ Liability / Pollution Occurrence Insurance	\$ 20,666.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 11,186,499.00
⁴ Health and Safety	\$ 1,475,625.00
SUB-TOTAL	\$ 13,352,411.00
⁵ Training and Technical Assistance	\$ 123,805.00
TOTAL	\$ 13,476,216.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009

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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000782 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County Department of Health and Human Services (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000782 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A – Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A – Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County Department of Health and Human Services

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000782 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County Department of Health and Human Services

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 1,000,000.00	ARRA FUNDS CURRENTLY AVAILABLE
\$ 0.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 1,000,000.00	TOTAL ANTICIPATED ARRA FUNDS
\$ 0.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS ¹

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 50,000.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 889,959.00
⁴ Health and Safety	\$ 58,041.00
SUB-TOTAL	\$ 1,000,000.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 1,000,000.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes **\$4,000** for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient's service area consists of the following Texas cities:

BALCH SPRINGS, HUTCHINS

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000761 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County - DCHHS - for City of Carrollton (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000761 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A – Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A – Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County - DCHHS - for City of Carrollton

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000761 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County - DCHHS - for City of Carrollton

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 384,835.00</u>	ARRA FUNDS CURRENTLY AVAILABLE
<u>\$ 0.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 384,835.00</u>	TOTAL ANTICIPATED ARRA FUNDS
<u>\$ 0.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 15,242.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 336,198.00
⁴ Health and Safety	\$ 31,395.00
SUB-TOTAL	\$ 384,835.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 384,835.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient's service area consists of the following Texas cities:

CARROLLTON

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090001150 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 1

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County Department of Health and Human Services (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090001150 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is January 01, 2011 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A - Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A - Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County Department of Health and Human Services

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090001150 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 1

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County Department of Health and Human Services

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 6,000,000.00</u>	ARRA FUNDS CURRENTLY AVAILABLE
<u>\$ 0.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 6,000,000.00</u>	TOTAL ANTICIPATED ARRA FUNDS
<u>\$ 0.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 300,000.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 0.00
Materials / Program Support / Labor	\$ 5,514,979.00
⁴ Health and Safety	\$ 185,021.00
SUB-TOTAL	\$ 6,000,000.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 6,000,000.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient's service area consists of the following Texas cities:

DALLAS

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 01/01/2011

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000754 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County - DCHHS - for City of Garland (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000754 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A – Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A – Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County - DCHHS - for City of Garland

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000754 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County - DCHHS - for City of Garland

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 1,208,954.00	ARRA FUNDS CURRENTLY AVAILABLE
\$ 0.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 1,208,954.00	TOTAL ANTICIPATED ARRA FUNDS
\$ 0.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 49,632.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 1,056,738.00
⁴ Health and Safety	\$ 100,584.00
SUB-TOTAL	\$ 1,208,954.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 1,208,954.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient's service area consists of the following Texas cities:

GARLAND

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000762 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County - DCHHS - for City of Grand Prairie (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000762 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A - Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A - Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County - DCHHS - for City of Grand Prairie

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000762 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County - DCHHS - for City of Grand Prairie

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 890,641.00</u>	ARRA FUNDS CURRENTLY AVAILABLE
<u>\$ 0.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 890,641.00</u>	TOTAL ANTICIPATED ARRA FUNDS
<u>\$ 0.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 39,532.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 681,763.00
⁴ Health and Safety	\$ 167,346.00
SUB-TOTAL	\$ 890,641.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 890,641.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient's service area consists of the following Texas cities:

GRAND PRAIRIE

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000748 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 4

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County - DCHHS - for City of Irving (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000748 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A – Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A – Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County - DCHHS - for City of Irving

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000748 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 4

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County - DCHHS - for City of Irving

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 1,285,388.00</u>	ARRA FUNDS CURRENTLY AVAILABLE
<u>\$ 0.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 1,285,388.00</u>	TOTAL ANTICIPATED ARRA FUNDS
<u>\$ 0.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 49,069.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 1,142,271.00
⁴ Health and Safety	\$ 92,048.00
SUB-TOTAL	\$ 1,285,388.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 1,285,388.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed.** TDHCA may decline to review written requests received during the final 90 days of the contract term.

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient's service area consists of the following Texas cities:

IRVING

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000763 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County - DCHHS - for City of Mesquite (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000763 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A - Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A - Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County - DCHHS - for City of Mesquite

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000763 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County - DCHHS - for City of Mesquite

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 532,174.00</u>	ARRA FUNDS CURRENTLY AVAILABLE
<u>\$ 0.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 532,174.00</u>	TOTAL ANTICIPATED ARRA FUNDS
<u>\$ 0.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 26,609.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 449,113.00
⁴ Health and Safety	\$ 54,452.00
SUB-TOTAL	\$ 532,174.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 532,174.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient's service area consists of the following Texas cities:

MESQUITE

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000764 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Dallas County - DCHHS - for City of Richardson (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000764 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current **Attachment A - Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A - Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Dallas County - DCHHS - for City of Richardson

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000764 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 3

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Dallas County - DCHHS - for City of Richardson

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 361,390.00</u>	ARRA FUNDS CURRENTLY AVAILABLE
<u>\$ 0.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 361,390.00</u>	TOTAL ANTICIPATED ARRA FUNDS
<u>\$ 0.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 18,070.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 301,528.00
⁴ Health and Safety	\$ 39,792.00
SUB-TOTAL	\$ 361,390.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 361,390.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

DALLAS

Subrecipient's service area consists of the following Texas cities:

RICHARDSON

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009



Zachary Thompson
Director

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Zachary Thompson, Director
DATE: March 22, 2011
SUBJECT: **AGREEMENT WITH THE UNIVERSITY OF TEXAS AT ARLINGTON SCHOOL OF NURSING AND DALLAS COUNTY HEALTH AND HUMAN SERVICES**

DALLAS COUNTY
COMMISSIONERS COURT
11 MAR 16 PM 2:49

BACKGROUND

The University of Texas at Arlington School of Nursing ("University") desires to enter into an agreement with Dallas County Health and Human Services ("DCHHS"), to offer its nursing students clinical experience in the field of public health. Dallas County Health and Human Services will provide the University nursing students the opportunity to obtain practical clinical and field experience by working with a public health nurse and disease intervention specialist in the County's various "clinics or facilities," including but not limited to the HIV Early Intervention Clinic, Tuberculosis Elimination Program, STD/HIV Program and the Communicable Disease Program.

OPERATIONAL IMPACT

This Agreement will have no impact on operations.

LEGAL IMPACT

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

STRATEGIC PLAN COMPLIANCE

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision2: Dallas County is a healthy community. The agreement is included under the strategy for the provision of disease prevention, health promotion and human service programs to County residents.

FINANCIAL IMPACT

There is no cost to the County for providing these services.

PROJECT SCHEDULE

This Agreement will be effective by both parties for the period of April 1, 2011, through April 30, 2012.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Agreement with the University of Texas at Arlington School of Nursing, and authorizes the County Judge to sign the Agreement on behalf of Dallas County.

Recommended by: 
Zachary Thompson, Director

c: Darryl Martin, Court Administrator
Virginia Porter, County Auditor

**EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT**

UTS Form No. 100-A

THIS AGREEMENT is between The University of Texas at Arlington School of Nursing ("University"), a component institution of The University of Texas System, ("System"), and Dallas County ("Facility"), a governmental entity having its principal office at 411 Elm St., 2nd Floor, Dallas, Texas 75202.

WHEREAS, Facility operates facilities, namely the Dallas County Health and Human Services ("DCHHS"), which is located at 2377 Stemmons Freeway, Suite 604 in the City of Dallas, State of Texas 75207, and therein provides public health services;

WHEREAS, University provides academic courses relating to Nursing and periodically desires to provide its nursing students ("Students") in such courses with observational educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more observational Programs involving the Students of University and the facilities and personnel of Facility;

NOW, THEREFORE, in consideration of the mutual promises herein, and pursuant to the authorities granted under Texas Local Government Code Chapter 791 "Interlocal Cooperation Act" and Texas Health and Safety Code Chapter 121, University and Facility agree that any Program established and implemented by Facility and University during the Term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.
2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
4. **Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:
 - (a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University; and
 - (b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience.
5. **Responsibilities of University:** University will:
 - (a) Clearly communicate to Students the requirement that Students shall only **observe** the activities

at Facility;

- (b) Comply with all applicable federal, state, and municipal laws, ordinances, rules, regulations, and applicable requirements of any accreditation authority; and certify such compliance upon request by Facility;
- (c) Plan, implement, and administer the observational curriculum in conjunction with DCHHS;
- (d) Provide information concerning rotation dates, and numbers of Students, beginning on the date requested by Facility;
- (e) Furnish the names of Students assigned to Facility;
- (f) Provide an Academic Coordinator for the observational clinical training to assist with instruction and evaluation;
- (g) Provide information, advice and consultation on the observational clinical training/education
- (h) Maintain close contact with relevant Facility personnel during observational clinical rotations to evaluate the Students and determine that Facility is fulfilling its obligations to the Students;
- (i) Cooperate and see that Students abide by all Facility and DCHHS rules, regulations, policies and procedures;
- (j) Provide an appropriate instrument for evaluation of the observational clinical experience, and familiarize both Students and clinical instructors in the use of this instrument;
- (k) Require each Student to read, sign and submit to Facility prior to starting his/her rotation at DCHHS a copy of the "Workforce Confidentiality Agreement," attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and
- (l) Require each Student to complete and submit to Facility prior to starting Student's rotation at DCHHS a copy of the "Release and Waiver of Claims," attached as Exhibit B, and incorporated by reference herein for all purposes.

6. Mutual Commitment

- a) The number of Students assigned to the clinical rotation shall accommodate the administrative needs and schedules of the Program and Facility's programs;
- b) Except as stated otherwise in this Agreement, there shall be no compensation or financial obligation between University and Facility;
- c) The parties shall inform each other of changes in personnel actively involved in the clinical training/education;
- d) Students will be assigned without regard to race, religion, sex, creed or national origin;
- e) Facility retains exclusive control of Facility's premises, operations, and all aspects of patient services;
- f) University shall provide to Facility satisfactory evidence that each Student is free from contagious disease prior to Student's placement at DCHHS;

- g) Each Student shall be required to pass any health examination required and administered by Facility, including drug and alcohol screening tests;
 - h) Student shall immediately notify his or her Supervisor at DCHHS if the Student is exposed to blood or body fluids during training at DCHHS through a needle stick, splash, laceration or other high-risk exposure;
 - i) In the event of a notification by Student of his or her exposure to blood or body fluids during training at DCHHS through a needle stick, splash, laceration or other high-risk exposure, DCHHS shall:
 - 1) Complete an occurrence report in accordance with Facility policy;
 - 2) Send a copy of the occurrence report to Rusty Ward, CPA;
 - 3) Provide or arrange for the provision of immediate evaluation and treatment for such exposure as recommended in accordance with the Center for Disease Control guidelines. Student shall be responsible for the cost and follow-up treatment involving Student.
7. **Oral Representations:** No oral representations of any officer, agent, or employee of Facility, University, or System, shall affect or modify any obligations of either party under this Agreement or any Program Agreement.
 8. **Amendment to Agreement:** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
 9. **Assignment:** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.
 10. **Performance:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
 11. **Term and Termination:** This Agreement shall be in effect from April 1, 2011 through April 30, 2012 ("Term"). Either party may terminate this Agreement upon providing the other party with a sixty (60) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such sixty (60) days; or (b) when all Students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs first.
 12. **Applicable Law:** The validity, interpretation, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.
 13. **Notice:** Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

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

Rusty Ward, VP Business Affairs & Controller
 University of Texas at Arlington
 PO Box 19136
 Arlington, TX 76019

14. **Insurance:** University agrees that it will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each party's obligations hereunder and in accordance with sound accounting practices. University will be responsible for costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

It is the intent of these provisions that insurance cover all cost allowed by Texas law so that Facility will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement and that the Students' liabilities are similarly covered at the DCHHS site as they would be at any of the other University's training sites. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire Term of this Agreement, including any renewals or extensions.

University shall additionally maintain or shall require of Student, and Student shall have and maintain, during the full Term of any participation under this Agreement (either through Student's own policy or added onto University's policy):

- (a) Student's Professional Liability or Errors and Omissions Insurance. Such insurance shall cover for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the Term of this Agreement and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence with certificates of insurance evidencing such coverage to be provided to the County.
- (b) Student Health Coverage & General Liability Coverage: adequate coverage for expenses incurred as a result of any injury or illness to the Student under this Agreement, as well as for damage to the property owned or leased by County resulting from Student's actions.
- (c) Comprehensive Automotive Liability Insurance. Any liability associated with the operation of a vehicle by Student or University, including its agents or employees, in connection with the performance of services under this Agreement shall not be the responsibility of the County.
15. **Responsibilities:** To the fullest extent allowed by law, Facility and University, including its respective employees, agents, elected officers, volunteers, and Students, agree that each entity shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to Facility or University 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.
16. **Confidentiality:** University, including, without limitation, the Students, shall safeguard and adhere to all confidentiality, privacy and security requirements according to the applicable federal, State and local rules and regulations for all information, including without limitation HIV/AIDS-related information, accessed while performing under this Agreement. University and

its Students shall become familiar with and shall adhere to DCHHS' policies and procedures regarding information confidentiality, privacy and security. The Student shall not be permitted or allowed to participate in this Agreement unless such "Workforce Confidentiality Agreement" has been received and approved by Facility.

17. **Sovereign Immunity:** This Agreement is expressly made subject to Facility's and University's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that University or Facility has by operation of law. Nothing in this Agreement is intended to benefit any third party.
18. **Default/ Cumulative rights:** It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained.
19. **Independent Contractor:** University, including its Students, interns, agents, volunteers, elected officers, and employees, are independent contractors and not agents, servants, Students, volunteers, joint enterprisers, joint venturers, or employees of Facility. University and Facility agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents, interns, Students, volunteers, elected officers, and employees in conjunction with the performance of work covered under this Agreement.
20. **Severability:** If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
21. **Venue:** This Agreement and all pertinent matters shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.
22. **Signatory Warranty:** Each party represents that it has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement has been made by authorized representatives of that party to validly and legally bind the same party to all terms, performances and provisions set forth in this Agreement.

FACILITY

UNIVERSITY OF TEXAS AT ARLINGTON

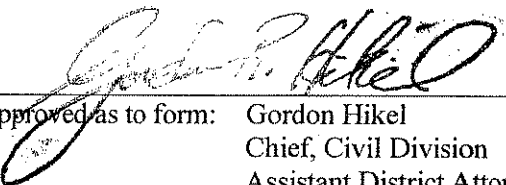
Clay Lewis Jenkins
Dallas County Judge

Kelly Davis
Interim VP for Business Affairs & Controller

Date _____

Date _____

Recommended by: _____
Zachary Thompson
Director, DCHHS



*Approved as to form: Gordon Hikel
Chief, Civil Division
Assistant District Attorney

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

EXHIBIT A: WORKFORCE CONFIDENTIALITY AGREEMENT (AGREEMENT)

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

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

- I am familiar, or shall become familiar within a reasonable time period, with DCHHS' policies and procedures.
- I shall maintain and *safeguard* the confidentiality of my personal access code(s), user identification(s), access key(s) and/or password(s) used to access computer systems or other equipment. Should I discover that the confidentiality of my access code(s), user identification(s), access key(s), and/or password(s) has been compromised, I will immediately change it as well as notify my supervisor.
- I shall *not* access or view any information other than what is required to do my job. If I have any question about whether access to certain information is required for me to do my job, I shall immediately consult the DCHHS policies and procedures and/or ask my supervisor for clarification.
- I shall *not* use or disclose, *orally, in writing, electronically or otherwise*, any individual information, PHI, or information related to or held by DCHHS unless such use or disclosure complies with DCHHS' policies and procedures, the federal and State laws, and is required for the performance of my job. I understand the possible methods of unauthorized use and disclosure include, but are not limited to, unauthorized transmissions, electronic or manual removals or transfers, copies (on any medium), inquiries, modifications, or purging of information.
- I shall *not* discuss or reveal any individual information, PHI, or information related to or held by DCHHS in an area where unauthorized individuals may hear or see such information, even if specifics, such as an individual's name, are not used. I understand that possible areas to keep in mind include, but are not limited to, hallways, elevators, cafeteria, public transportation, restaurants, and social events.
- I shall *not* make inquiries about any information for any person or party, including, but not limited to, any family member, a friend, a third party, an employee or associate of DCHHS, who does not have proper authorization to access such information.
- I shall immediately return all property, including, but not limited to, keys, documents, and ID badges to DCHHS upon termination (with or without cause) of my employment/assignment/affiliation with DCHHS.
- My obligations under this Agreement regarding individual information, PHI, or information related to or held by DCHHS shall *survive or continue* after the termination (with or without cause) of my employment/assignment/affiliation with DCHHS.
- Any violation by me of this Agreement may result in disciplinary action, up to and including termination of my employment/assignment/affiliation with DCHHS and/or suspension, restriction or loss of privileges, in accordance with DCHHS' policies, as well as *potential personal civil and criminal legal liabilities*.
- Any individual information, PHI, or information and records related to or held by DCHHS that I access or view at DCHHS do *not* belong to me.

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

Signature of Employee/Physician/Student/Volunteer/Affiliate

Date

Printed Name

Title

EXHIBIT B: RELEASE AND WAIVER OF CLAIMS

Background. Dallas County ("County" or "Facility"), on behalf of the Dallas County Health and Human Services Department ("DCHHS"), and the University of Texas at Arlington ("University"), on behalf of its School of Nursing, have entered into an Agreement ("Agreement") to provide a setting for the undersigned registered eligible nursing students of University ("Students"), to gain clinical experience by observation in the field of public health ("Program").

Release and Waiver of Claims. The undersigned Student, to the fullest extent allowed by law, agrees to waive, release, and hold harmless County, including its elected officers and employees, against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), whether known or unknown, including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Agreement and/or the performance of, attempted performance of, or failure to perform, operation or work by Student, or by County, its contractors, or its subcontractors, and/or any other person or entity. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty.

Resident's Warranty and Certification. The Resident, or Resident's Legal Guardian (in the event that Resident is under the age of 18 years), warrants and certifies by his/her signature below that:

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

Printed Name of Resident

Signature of Resident (Legal Guardian for Student)

Sworn to and Subscribed before me, the undersigned Notary, by Resident/Legal Guardian on this

_____ day of _____ 20_____.

Notary Public in and for the State of Texas

My Commission Expires (SEAL)



Dallas County

JUVENILE DEPARTMENT

DALLAS COUNTY
COMMISSIONERS COURT

11 MAR 16 AM 11:13

MEMORANDUM

Date: March 22, 2011

To: Dallas County Commissioners Court

From: Terry Smith, Ph.D., Director

Subject: Approval to Conduct 11th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems

Background:

The Psychological Services Division of the Juvenile Department is a leader in the treatment of juveniles with sexual behavior problems, having delivered training and presentations to professional associations and giving testimony before the State Legislature regarding specialized treatment. In order to provide quality professional development to our Psychology Division, probation staff, and the community, as well as remaining abreast of the most recent research and developments in the field of juvenile sex offenders, the Department began offering an annual conference on the treatment and supervision of juvenile sex offenders in 1998. These annual conferences are highly successful and draw participation from throughout the state. The Commissioners Court has previously allowed the department to charge a minimal registration fee to attend this conference. These conferences were each attended by approximately 100 or more participants and all costs associated with the conferences were covered by the registration fees.

The Juvenile Department is requesting permission to conduct its 11th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems.

Impact on Operations:

The 2011 workshop is scheduled for May 5-6, 2011, and will be held at the Henry Wade Juvenile Justice Center. The Juvenile Department's Training Unit will coordinate the logistical arrangements and the Psychological Services staff will determine the content of the conference and the recruitment of speakers. Participants will receive 14 continuing education units (CEUs) for the two day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, TYC Parole Officers, and Juvenile Probation Officers.

Strategic Plan Compliance

This request conforms with Dallas County Strategic Plan, Vision 3.1: *Synergize public safety programs and services across the County.*

Financial Impact:

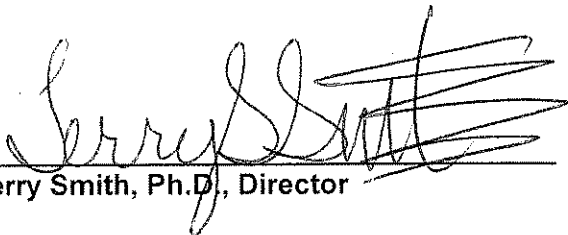
The Juvenile Department will charge external workshop attendees a \$260.00 registration fee for both days and a \$130.00 registration fee for one day. There will be a discount for early registration as well as group discounts. The early registration fee for one day is \$110, and is \$220 for two days. Group discounts range from a \$10 to \$40 discount depending on the number of individuals in the group and how early they register. Approximately 100 participants are expected to attend, which includes 50 internal Juvenile Department employees that will not be charged a fee to attend. Registration fees will be deposited into project account (#94022) maintained by the County Auditor's Office. Expenses related to this event will be dispersed from this account and will have no adverse fiscal impact on Dallas County. Any proceeds remaining after expenses will be utilized to pay costs associated with staff development, training, or the purchase of supplies, materials, or equipment for the department's Training or Psychological Services Units.

Legal Impact:

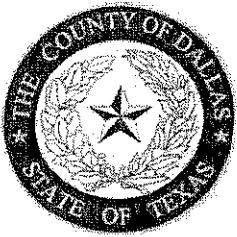
Dallas County internal control system and local government code require Juvenile Board authorization or Commissioners Court authorization in order to engage in account payable or account receivable transactions associated with this event. Additionally, future utilization of surplus revenue associated with this event requires the same approval.

Recommendation:

It is recommended that the Dallas County Commissioners Court approve the Juvenile Department's request to host the 11th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for May 5-6, 2011, and to charge attendees other than the internal Juvenile Department staff a \$260.00 registration fee for both days and \$130.00 registration fee for one day or a discounted rate for early registration as well as group registrations. It is also recommended that the Dallas County Auditor be authorized to utilize project account No. 94022 for accepting registration fees and paying expenses associated with the conference. Further, it is requested that the Dallas County Juvenile Department be allowed to utilize any funds remaining after payment of all expenses to pay for further staff development and training, or the purchase of supplies, materials or equipment for the department's Training or Psychological Services Units.

Recommended by:

Terry Smith, Ph.D., Director



DALLAS COUNTY
JUVENILE DEPARTMENT

46
DALLAS COUNTY
COMMISSIONERS COURT

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

11 MAR 16 AM 11:13

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: March 15, 2011
To: Dallas County Commissioners Court
From: Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer
Re: Request to release final payment to Heartline Ministries Restore Hope Program

Background of Issue

The Juvenile Department historically contracts with community-based programs for the provision of non-residential services for the youth/families that we serve. The non-residential services contract includes language that requires that commercial/business auto liability insurance coverage be maintained in full force/effect for the duration of the contract at the contractor's expense.

Under Court Order No: 2010-1493, the Dallas County Commissioners Court authorized the Juvenile Department to contract with Heartline Ministries, Restore Hope program for alternative education/GED services for FY2011.

On January 12, 2011, Heartline Ministries provided the Juvenile Department with written notification that effective January 31, 2011 it would no longer be able to provide transportation to program participants due to new requirements of its commercial/business auto liability insurance carrier. In that same correspondence, the contractor requested that the non-residential services contract be amended to waive the requirement for commercial/business auto liability insurance. The contractor's insurance policy was scheduled to expire at 12:01a.m. on February 11, 2011.

Subsequent to that request, on January 25, 2011, Heartline Ministries notified the Juvenile Department in writing of its decision to close its operation and terminate the non-residential services contract, effective February 25, 2011.

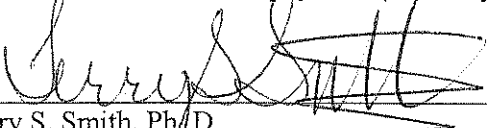
The Juvenile Department started the contract amendment process. However, the contractor's notice to terminate the contract was received before the process was completed. Therefore, the contract requirement for commercial/business auto liability insurance remained in effect through the contract termination date. Thus, a gap in the required coverage existed from February 11, 2011 thru February 25, 2011. The contractor was in compliance with all other contract requirements through the end of the contract.

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

Recommendation

It is recommended by the Juvenile Department that the Dallas County Commissioners Court waive the requirement for commercial/business auto liability insurance for Heartline Ministries for the month of February 2011 and approve the release of the final payment (February 2011) to Heartline Ministries.

Recommended by:



Terry S. Smith, Ph.D.
Director of Juvenile Services
Chief Juvenile Probation Officer

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

March 15, 2011

BRIEFING MEMORANDUM

TO: Honorable Commissioners Court

FROM: Duane Allen Gallup
Dallas County ADR Coordinator

SUBJECT: **BRIEFING TO REPLACE MEMBER OF DISPUTE RESOLUTION BOARD
(DRS) FOR 2011**

BACKGROUND

Dallas County has established, and there is in place, an alternative resolution system, also known as a "dispute resolution system" (hereafter "DRS") for the peaceable and expeditious resolution of citizen disputes pursuant to the provisions of Chapter 152, Texas Civil Practice & Remedies Code ("T.C.P. & R.C.").

On November 10, 2009, The Dallas County Commissioners Court created a DRS Board to be comprised of fourteen (14) persons: 1) the Dallas County ADR Coordinator, 2) The Dallas County Budget officer or designee, 3) the current Chair of the Dallas Bar Association ("DBA") ADR Section; 4) a representative of the Vendor; 5) one (1) active, experienced mediator who is a member of the State Bar of Texas; 6) five (5) active judges from the courts serving Dallas County contemplated by Section 152.003 of the T.C.P. & R.C., namely the family district, civil district, county courts at law, probate, and justices of the peace; 7) one (1) member of the State Bar of Texas who is not a mediator but is an experienced advocate and consumer alternative dispute resolution services; 8) three (3) public members who are a consumers of services of the DRS. The persons selected shall represent a diverse cross-section of the population of Dallas County. With the exception of the Dallas County ADR Coordinator, the Chair of the DBA ADR Section and the Vendor Representative, all Board members shall serve two (2) year terms with the option to be reappointed at the pleasure of the DCCC. The five (5) court representatives are to be selected by their respective court colleagues.

The Dallas Bar Associations Chair of the ADR section for 2011 is now Mel Wolovits.

RECOMMENDATION

Dallas County's ADR Coordinator recommends replacing DRSB member Melodee Armstrong (2010 DBA/ADR Chair) with Mel Wolovits (2011 DBA/ADR Chair).

OPERATIONAL IMPACT

This recommendation complies with the original intent whereby the Dallas Bar Associations, Alternative Dispute Resolution Chair shall be a member of the DRSB.

FINANCIAL IMPACT/CONSIDERATIONS

The board is comprised of volunteers; thus, no financial impact to Dallas County.

STRATEGIC PLAN

These recommendations fit Dallas County's Strategic Plan by helping maintain programs and services to improve Quality of Life.

RECOMMENDED BY:

Duane Gallup 3/16/11

Duane Gallup – ADR Coordinator

DALLAS COUNTY
COMMISSIONERS COURT

11 MAR 16 PM 2:45



DALLAS COUNTY
DISTRICT COURTS ADMINISTRATION

March 16, 2011

TO: Dallas County Commissioners Court

FROM: Martin Lowy, Local Administrative District Judge *[Signature]*

THROUGH: Lori Ann Bodino, District Courts Administrator/Jury Services Manager

SUBJECT: Approval of Revised Jury Plan Adopted by Dallas County District Judges

BACKGROUND

As authorized by Section 62.011, Texas Government Code, Dallas County has provided for the selection and summoning of prospective jurors under a plan adopted by a majority of the county's district judges and approved by the Commissioners Court. The jury plan is in need of updating and revision to reflect the county's current policies and procedures, particularly in light of the implementation of a new Jury Management System in August 2009. A substantial majority of the county's 39 district judges have adopted the attached March 2011 Jury Plan, as evidenced by the signatures on the accompanying Order Approving Jury Plan. The purpose of this briefing is to present the revised jury plan for Commissioners Court approval.

OPERATIONAL IMPACT

Approval of the March 2011 Jury Plan will have no direct operational impact, since the primary purpose of the revisions to the plan is to conform it to the County's actual operating processes as implemented in 2009. As required by statute, the plan designates the District Clerk as the official responsible for ensuring that the selection of prospective jurors is carried out in accordance with the law. By incorporating the actual process flows developed by I.T. Services to document the operation of the Jury Management System, the revised plan provides more meaningful information about the operations of the process with considerably less verbiage.

It should be noted that the revised plan continues to provide for the Jury Services Department to be managed by a Jury Room Bailiff/Jury Services Manager. The district judges consider it essential to retain this position in light of the recent retirement of the Jury Coordinator at the Allen courthouse and the pending retirement of the Chief Clerk at Crowley. However, in light of current budget constraints, District Courts Administration proposes to fill the Jury Services Manager position at the same salary grade as the former Jury Coordinator, and to leave the Jury Coordinator position vacant until such time as funding may be available to fill it. The County Budget Officer has no objection to this proposal.

FINANCIAL IMPACT

Approval of the revised Jury Plan will have no direct financial impact.

Commissioners Court
March 16, 2011
Approval of Revised Jury Plan
Page 2

STRATEGIC PLAN IMPACT:

This project supports Strategic Plan Objective 1.4 by improving the customer experience by implementing standards of operation, innovation, and technology.

REQUEST FOR APPROVAL:

It is recommended by a majority of the district judges of Dallas County that Commissioners Court approve the March 2011 Jury Plan as presented.

IN RE:


SELECTION OF
PROSPECTIVE JURORS

§ IN THE 101ST
§
§
§ DISTRICT COURT
§
§
§ DALLAS COUNTY, TEXAS

ORDER ADOPTING JURY PLAN

The undersigned judges of the District Courts and Criminal District Courts of Dallas County, in accordance with Section 62.011, Texas Government Code, hereby adopt the attached Plan for Selection of Prospective Jurors – 2011 and request its approval by the Commissioners Court of Dallas County.

SIGNED this 16th day of March, 2011.

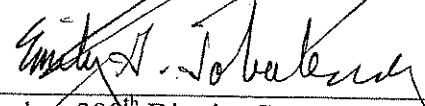

MARTIN LOWY, JUDGE
101ST JUDICIAL DISTRICT COURT

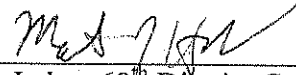
LOCAL ADMINISTRATIVE
DISTRICT JUDGE FOR DALLAS
COUNTY, TEXAS


Judge, 14th District Court


Judge, 193rd District Court

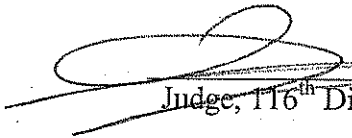
Judge, 44th District Court


Judge, 298th District Court

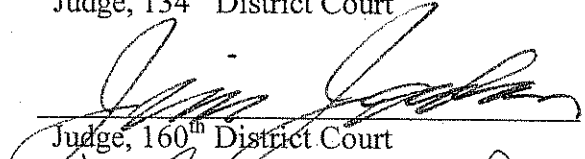

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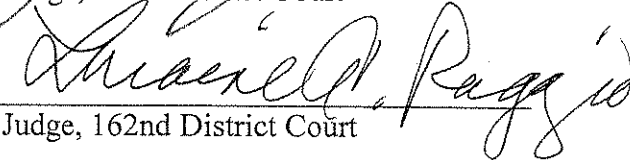

Judge, 95th District Court


Judge, 101st District Court


Judge, 116th District Court

Judge, 134th District Court


Judge, 160th District Court



Judge, 162nd District Court

Judge, 191st District Court

Judge, 192nd District Court

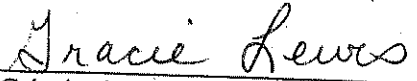


Judge, 194th District Court

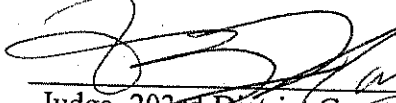


Judge, Criminal District Court #2

Judge, 195th District Court



Gracie Lewis
Judge, Criminal District Court #3



Judge, 203rd District Court



Judge, Criminal District Court #4

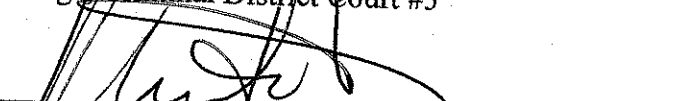
Judge, 204th District Court



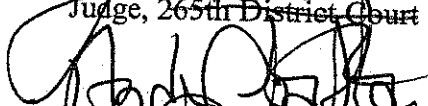
Judge, Criminal District Court #5



Judge, 265th District Court



Judge, Criminal District Court #6




Judge, 282nd District Court



Judge, Criminal District Court #7

Judge, 283rd District Court

Judge, 291st District Court



Judge, 292nd District Court



Judge, 363rd District Court

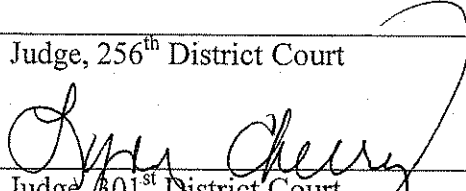


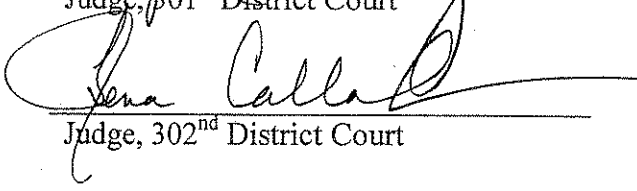
Judge, Criminal District Court #1


Judge, 254th District Court

Judge, 255th District Court


Judge, 256th District Court


Judge, 301st District Court

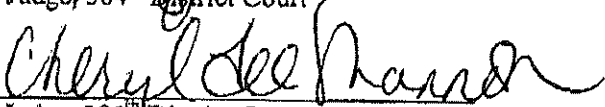

Judge, 302nd District Court

Judge, 303rd District Court

Judge, 330th District Court



 Judge, 304th District Court



 Judge, 305th District Court

ORDER ADOPTING JURY PLAN – Page 5

**PLAN FOR THE SELECTION OF PROSPECTIVE JURORS
DALLAS COUNTY, TEXAS
MARCH, 2011**

WHEREAS, it is necessary to revise the current plan for the selection of prospective jurors for Dallas County, Texas to incorporate prior amendments to the plan, and to provide for new procedures;

IT IS THEREFORE RECOMMENDED to the Commissioners Court of Dallas County, Texas by a majority of the Judges of the District and Criminal District Courts of Dallas County that the following plan for the selection of prospective jurors be adopted:

Section 1. Authority

1.1 Statutes

This plan is established in accordance with the provisions contained in Section 62.011 of the Texas Government Code providing for an electronic or mechanical method of selection of names of persons for jury service, as well as all other statutes that govern the selection of names of persons for jury service.

1.2 Court Rules

The most recent court rules, civil and criminal, adopted by the District Judges in Dallas County, shall also govern the jury system where applicable.

1.3 Applicability

This jury plan shall be used to select the names of persons for jury service in Dallas County in all courts of general and limited jurisdiction which conduct jury trials.

1.4 Officer in Charge

The District Clerk of Dallas County, Texas is designated as the officer in charge of the selection process and shall have the duties as hereinafter set out in this Plan. The district clerk shall oversee the selection process to ensure its randomness and integrity, and shall either personally or through one or more deputies supervise the selection of names of prospective jurors. The district clerk shall also recommend any amendments to the plan which may be required to conform the plan to changes in technology, the law, or county procedures.

The jury room bailiff (also referred to as the Jury Services Manager) shall be hired by majority vote of the district court and criminal district court judges. The jury room bailiff shall be responsible for hiring the jury room staff. The jury room bailiff and jury room staff shall manage the day to day operation of the central jury rooms. The jury room bailiff and jury room staff may be sworn as deputy district clerks as deemed necessary by the district clerk. The district clerk may delegate his duties under this plan to the jury room bailiff or the jury room staff as he sees fit.

Section 2. Selection Process

2.1 Source List

The source list of names of persons potentially eligible for jury service shall be prepared by the Secretary of State as provided in Section 62.001 of the Texas Government Code. The district clerk shall receive the list of persons eligible for jury service from the secretary of state which shall constitute the master list from which prospective jurors will be summoned. The district clerk and/or the Dallas County Elections Department shall provide information to the secretary of state for use in updating the secretary of state's records of persons eligible for jury service at such times and in such manner as the secretary of state may require under the law.

The district clerk shall direct that the selection of persons for jury service be accomplished electronically by means of computer programs and equipment in accordance with the attached Process Flow Chart which is hereby incorporated by reference for all purposes. The Process Flow Chart may be revised from time to time as may be required to conform it to the actual practices and procedures approved by the District Clerk in accordance with this plan. The district clerk shall ensure that the names are selected at random and in a manner that is fair, impartial, and objective.

The list containing the names and addresses of prospective jurors selected by the computer for the purpose of preparing jury summonses may be delivered to a private vendor with which Dallas County has entered into a contract with for the preparation and mailing of jury summonses. The vendor shall prepare and mail the jury summonses in accordance with the contract. The vendor shall also print a list containing the names and addresses of those summoned to begin jury service on a particular date. All copies of the list shall be returned to the District Clerk of Dallas County after the summonses have been prepared. A copy of the list shall also be returned to the jury room bailiff (Jury Services Manager) for Dallas County.

Information contained on the list of prospective jurors and the juror lists is to remain confidential. Any vendor contracting with Dallas County to create the computerized list of prospective jurors or prepare and mail jury summonses shall enter into an agreement with Dallas County to keep juror information confidential and shall not sell or otherwise disclose any information on the juror tapes or lists without prior approval of Dallas County. In

addition, any vendor so contracting with Dallas County shall not add or delete any names to or from the juror lists except as may be directed by the district clerk.

The name of a prospective juror who has been summoned for jury service may not be added back on the prospective juror list until the list is reconstituted. A person may not be required to appear for jury service if the person was previously summoned and appeared for jury service within the 24 month period preceding the date the person is summoned to appear.

The district clerk may approve a processing system that maintains a permanent computer record of all prospective juror lists, juror service, and any changes made to the list. Said computer record shall be accessible to the district clerk at any time upon request. A back-up record shall be maintained in a secure and readily restorable format at all times. If a system maintaining a permanent record of prospective juror lists is approved by the district clerk, the master list shall be deemed to be reconstituted each time updated information from the secretary of state is incorporated into the system.

If a summons for jury service is returned as undeliverable, the district clerk may direct that the person's name be removed from the prospective juror list. If a summons is returned with a notation from the United States Postal Service of a change of address for the person summoned, the district clerk may direct that the prospective juror list be updated to reflect the new address.

2.2 Duration

The list of prospective jurors shall be reconstituted every 12 months or when the list is exhausted, whichever occurs first. The jury room bailiff shall keep the district clerk apprised of the number of prospective jurors used, and the number of names remaining on the list. The district clerk in his or her discretion may order the reconstitution of the jury list prior to, or after, the one year period in order to accommodate the use of updated lists due to the purging of names of disqualified or exempt persons from the voter registration list or the Department of Public Safety list, and the addition of new names to the lists.

Section 3. Jury Service

3.1 Juror Summons

The jury summons will notify prospective jurors to report to the Central Jury Room of the Frank Crowley Courts Building or the George L. Allen, Sr. Courts Building at a specified time, either in the morning or in the afternoon, on a specified date. Jurors may also be summoned to report to any of the Justice of the Peace courts located within Dallas County. Jurors summoned to appear in the afternoon (hereinafter referred to as "standby jurors") need to appear for service only if instructed to do so upon calling in to jury services after

11:00 a.m. on the date for which they are summoned. Standby jurors who are not required to appear in person shall be considered to have completed their jury service if they have responded to their summons, and their names shall not be placed back on the list of prospective jurors until it is next reconstituted. No person shall be required to appear for jury service more than one time in a 24 month period.

Prospective jurors summoned to appear at the Frank Crowley Courts Building may be drawn upon for use at the George L. Allen, Sr. Courts Building, and prospective jurors summoned to appear at the George L. Allen, Sr. Courts Building may be drawn upon for use at the Frank Crowley Courts Building when, in the discretion of the jury room bailiff, such is necessary.

Jurors shall be summoned for service in courts located at the Henry Wade Juvenile Justice Center or any other courts buildings or courthouses designated by Dallas County, in accordance with this plan, the applicable laws, and in the same manner as jurors summoned for service at the Crowley Courts building and the Allen Courts Building. Any juror summoned to appear for service at a particular Dallas County courts building or courthouse may be used interchangeably in any of the Dallas County courts buildings or courthouses when, in the discretion of the jury room bailiff, such is necessary.

3.2 Disqualifications and Exemptions

Disqualifications and exemptions shall be as provided by law. The names of persons listed in a register of persons exempt from jury service may not be used in preparing the record of names from which a jury is selected, as provided in Sections 62.108 and 62.109 of the Government Code.

3.3 Jury Orientation

The designated presiding judge of the central jury room, or a judge designated by the presiding judge, may conduct the central jury room orientation. In lieu of having juror orientation conducted by a judge, the district and criminal district judges by majority vote may authorize the central jury room juror orientation to be conducted in whole or in part by the jury room staff, by video presentation, or by other appropriate means.

3.4 Excuses and Postponements

The jury room bailiff and the jury room staff under the supervision of the jury room bailiff are designated as the court's designee pursuant to Section 62.110 of the Texas Government Code. Reasonable grounds for postponement or excuse from jury service are left to the discretion of the court or court's designee and shall be as provided by law. The court's designee shall follow the guidelines adopted by the district and criminal district court judges for the consideration of juror excuses. If the court or court's designee deems the excuse sufficient, the prospective juror may be discharged or have his or her jury service

postponed to a specified date.

A record of postponements shall be maintained by the jury room staff. To insure the randomness of the selection process, the jury room bailiff shall limit the number of prospective jurors reassigned to appear for jury service on any particular date so that the number of prospective jurors serving on a particular date due to a postponement of jury service does not exceed a predetermined limit set by the jury room bailiff and approved by the district clerk.

3.5 Computer or Telephone Response to Summons

In addition to responding to a juror summons in person, the district court and criminal district court judges, with the approval of the district clerk, may authorize the jury room bailiff and jury room staff to accept responses to juror summonses by means of an automated telephone system or by computer, in accordance with the provisions of Article 62.0111 of the Texas Government Code.

3.6 Challenged Jurors

Any prospective juror removed from a jury panel for cause, by peremptory challenge, or for any other reason must be dismissed from jury service, and the person may not be placed on another jury panel until his or her name is again drawn for jury service.

3.7 Impaneling the Jury

Procedures for requesting jury panels and the impaneling of jurors shall be as provided by law and in accordance with the policies and procedures of the Jury Services Department as approved by the presiding district judges of the central jury rooms and the Local Administrative District Judge.

3.8 Defaulting Jurors

Penalties for failure to comply with a jury summons or filing a false claim of exemption from jury service shall be as provided by law.

Section 4. Amendments

This plan may be amended at any time upon the recommendation of a majority of the district and criminal district court judges of Dallas County and approval by the Commissioners Court of Dallas County, Texas. Should any change in the law render any portion of this plan invalid, unlawful, or otherwise in conflict with the new law, this plan shall automatically be amended to conform the affected provision of this plan to the law as


amended without further action of the district judges or the commissioners court.

Not later than every three years from the date this plan is adopted by order of the commissioners court the Local Administrative District Judge shall call a meeting for the purpose of reviewing this plan. The Local Administrative District Judge shall appoint a committee consisting of persons involved in the jury selection process to attend said meeting and evaluate the jury plan.

CERTIFICATION

I hereby certify that the foregoing recommendation has been adopted by a majority of the District and Criminal District Court Judges of Dallas County as evidenced by their signatures on the accompanying Order Adopting Jury Plan.

SIGNED on March 16, 2011.

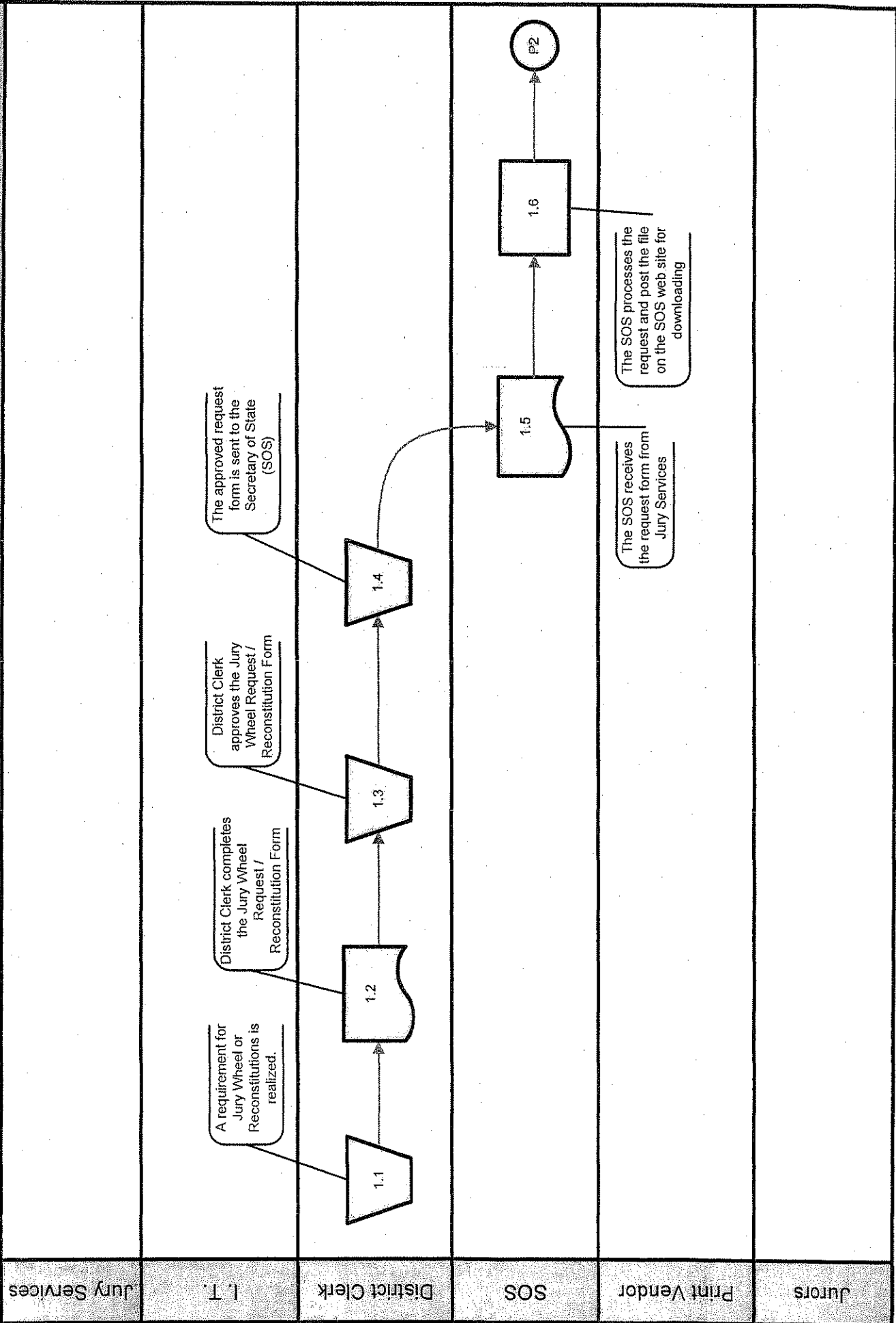


Martin Lowy, Judge
101st Judicial District Court
Dallas County, Texas

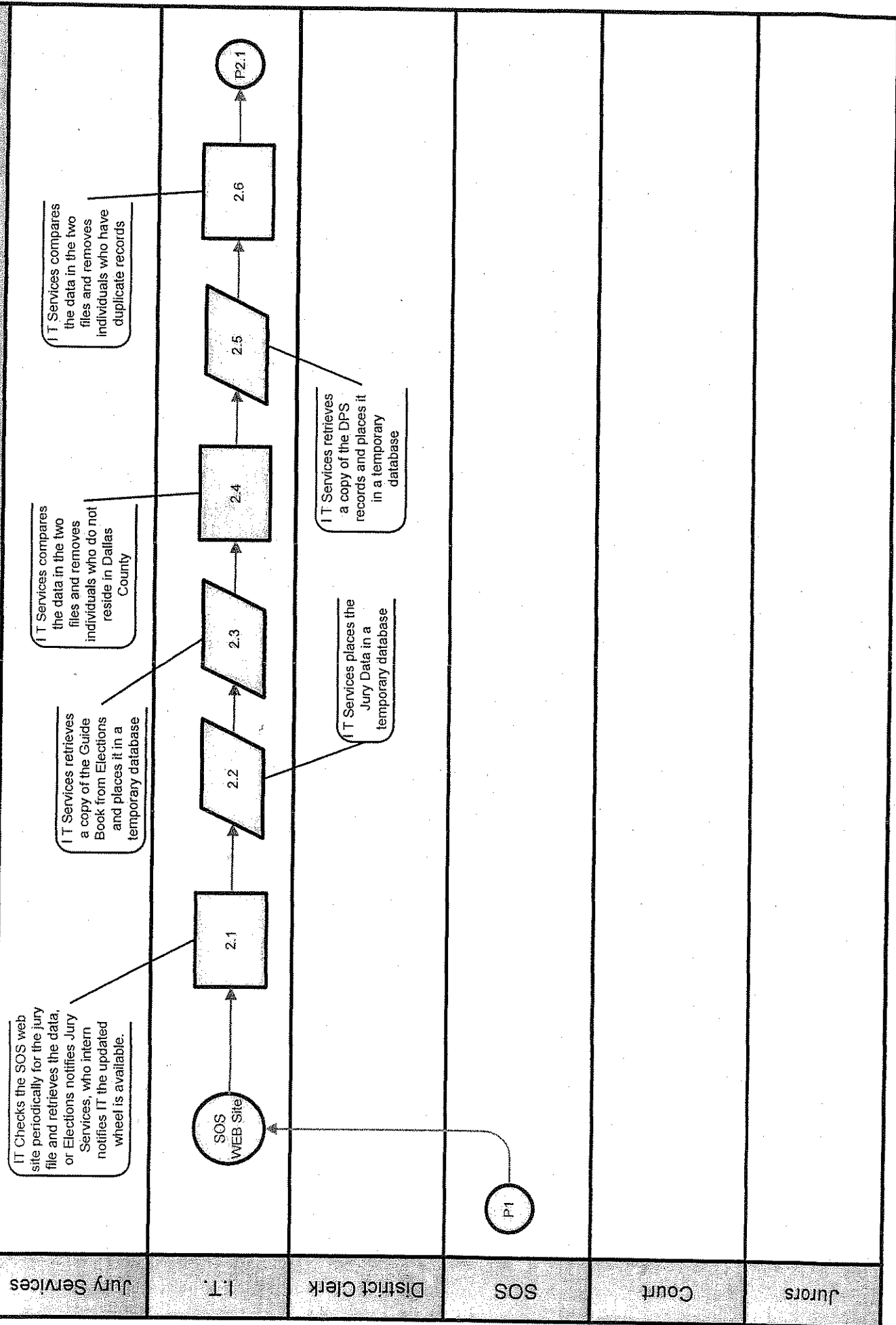
Presiding Local Administrative District Judge

Jury Services Process Flow Diagrams

Jury Services -- Jury Wheel Request -- 1.0 (Jury Services)

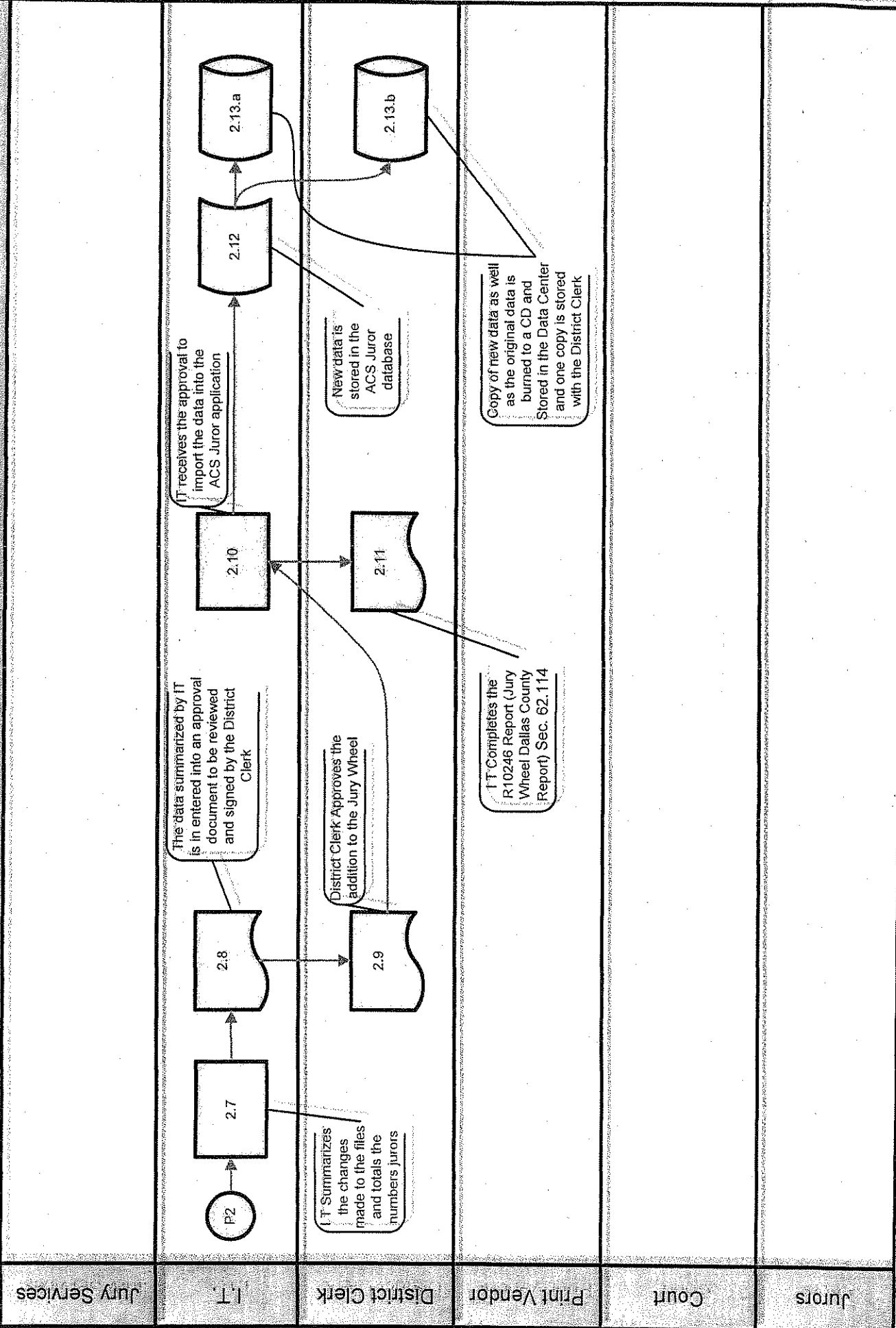


Jury Services – Data Processing – 2.0 (Dallas County IT)

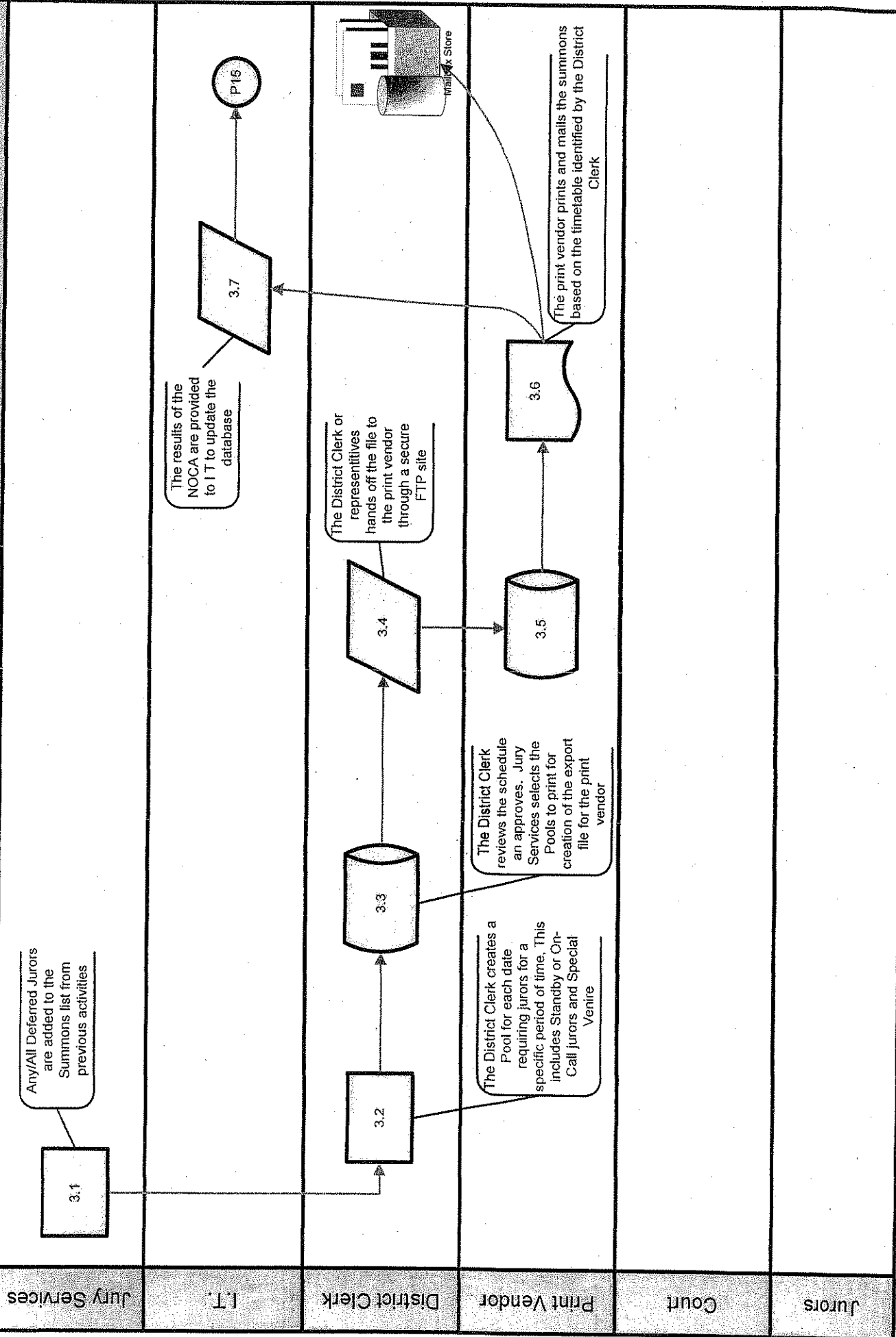


Jury Services	
Jury Services	
IT	
District Clerk	
SOS	
Court	
Jurors	

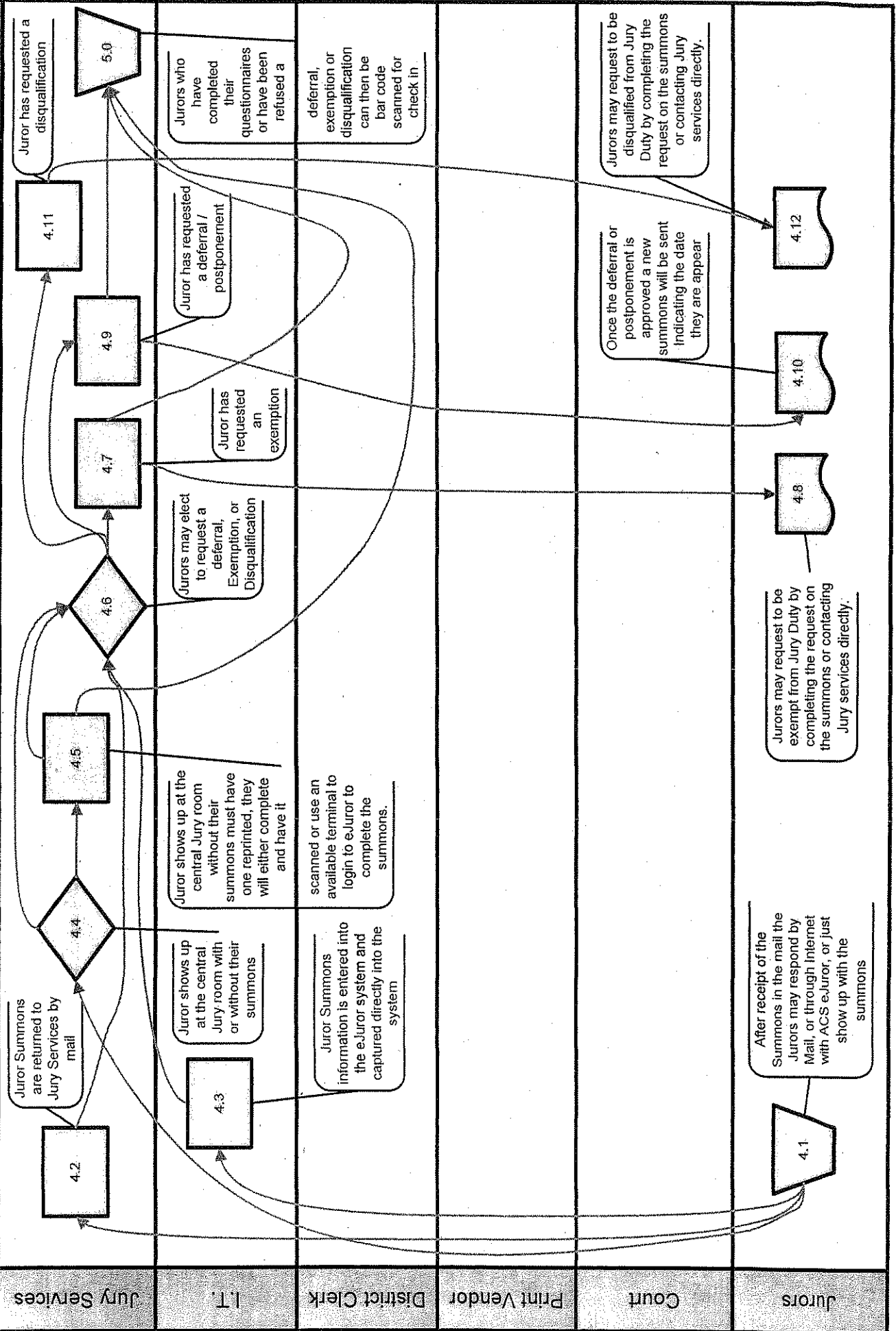
Jury Services – Data Processing – 2.0 (Dallas County IT)



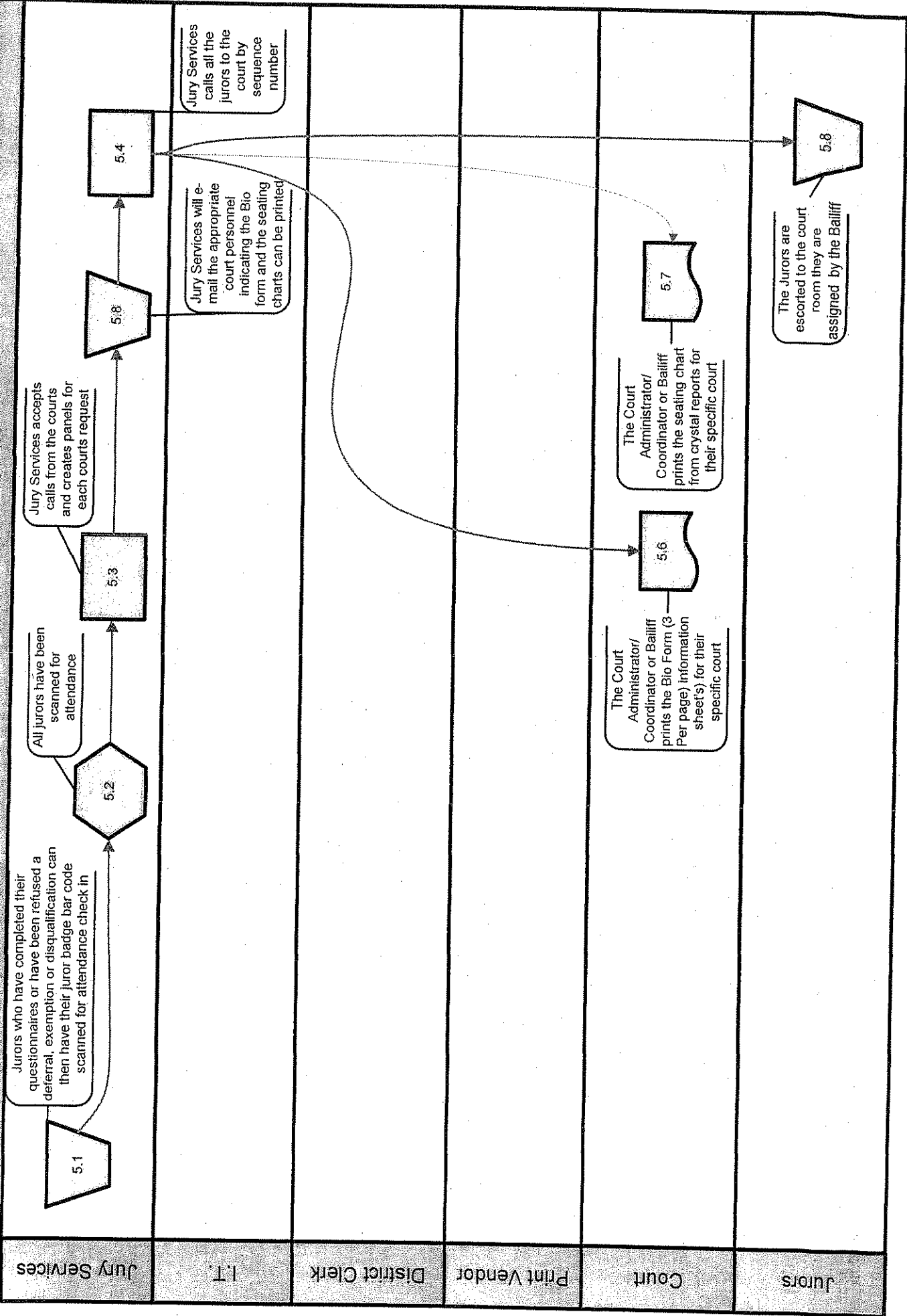
Jury Services	IT	District Clerk	Print Vendor	Court	Jurors
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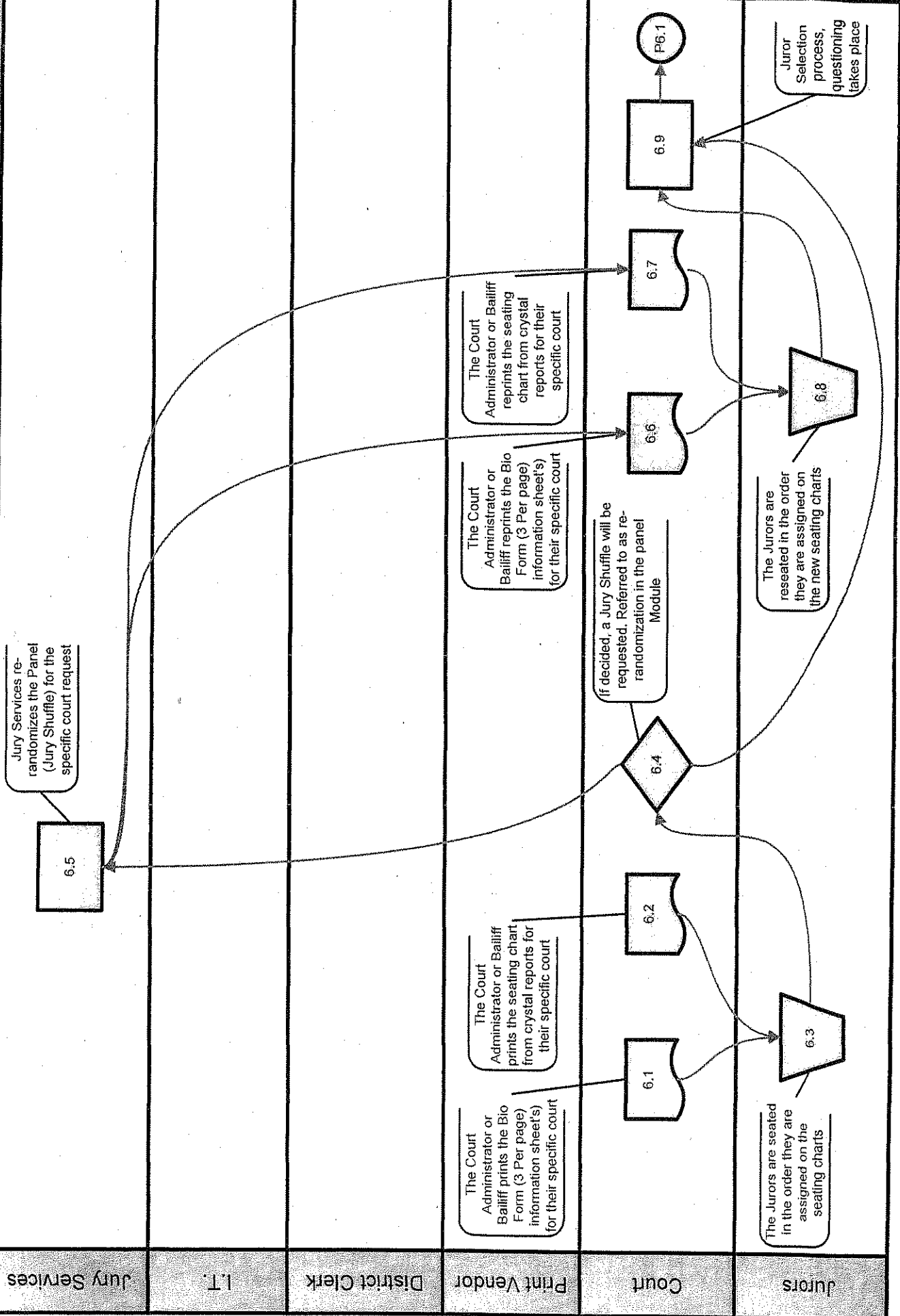
Jury Services – Juror Processing – 4.0 (Pool & Scantron Modules)

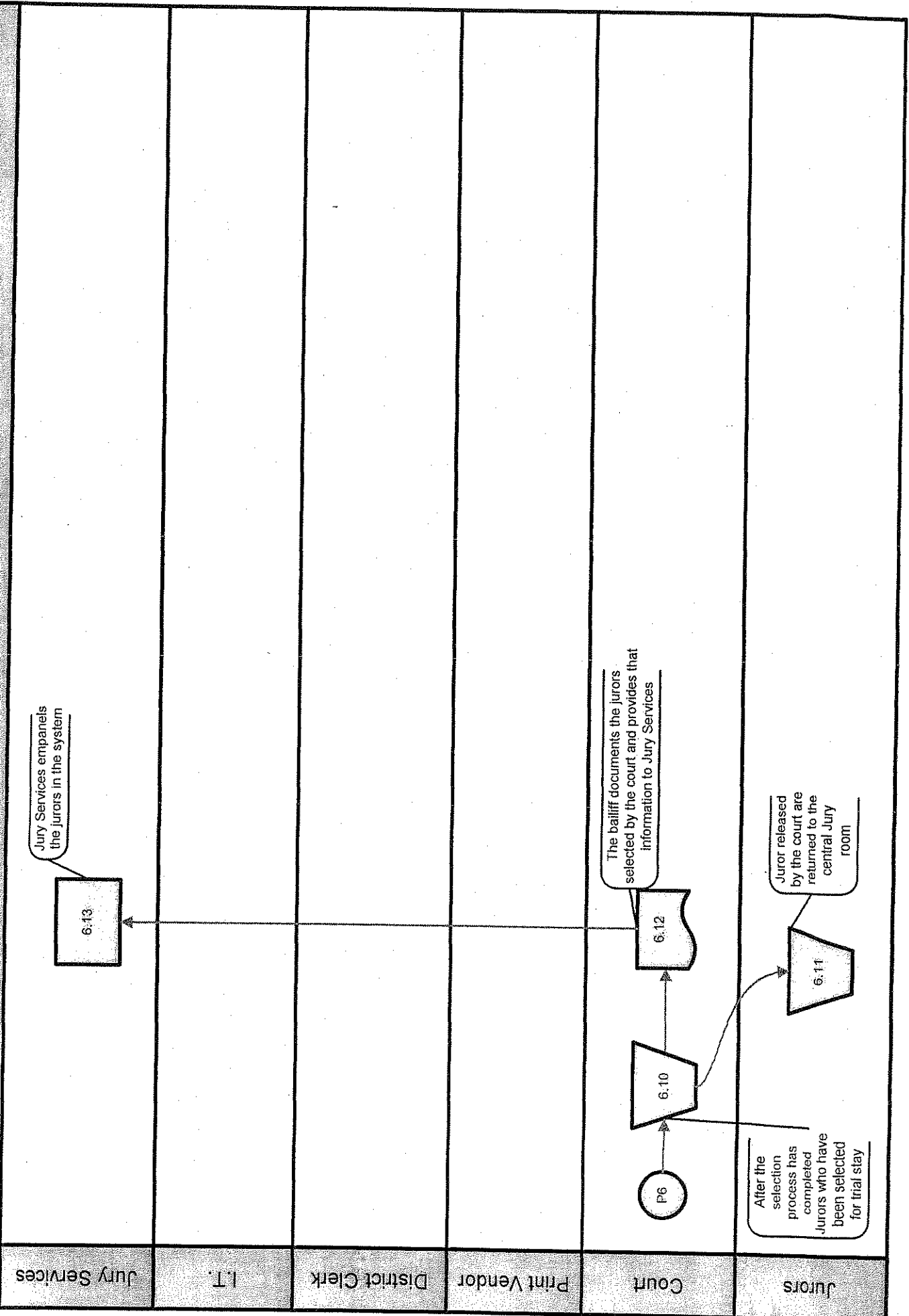


Jury Services – Juror Processing – 5.0 (Panel & Scantron Modules)

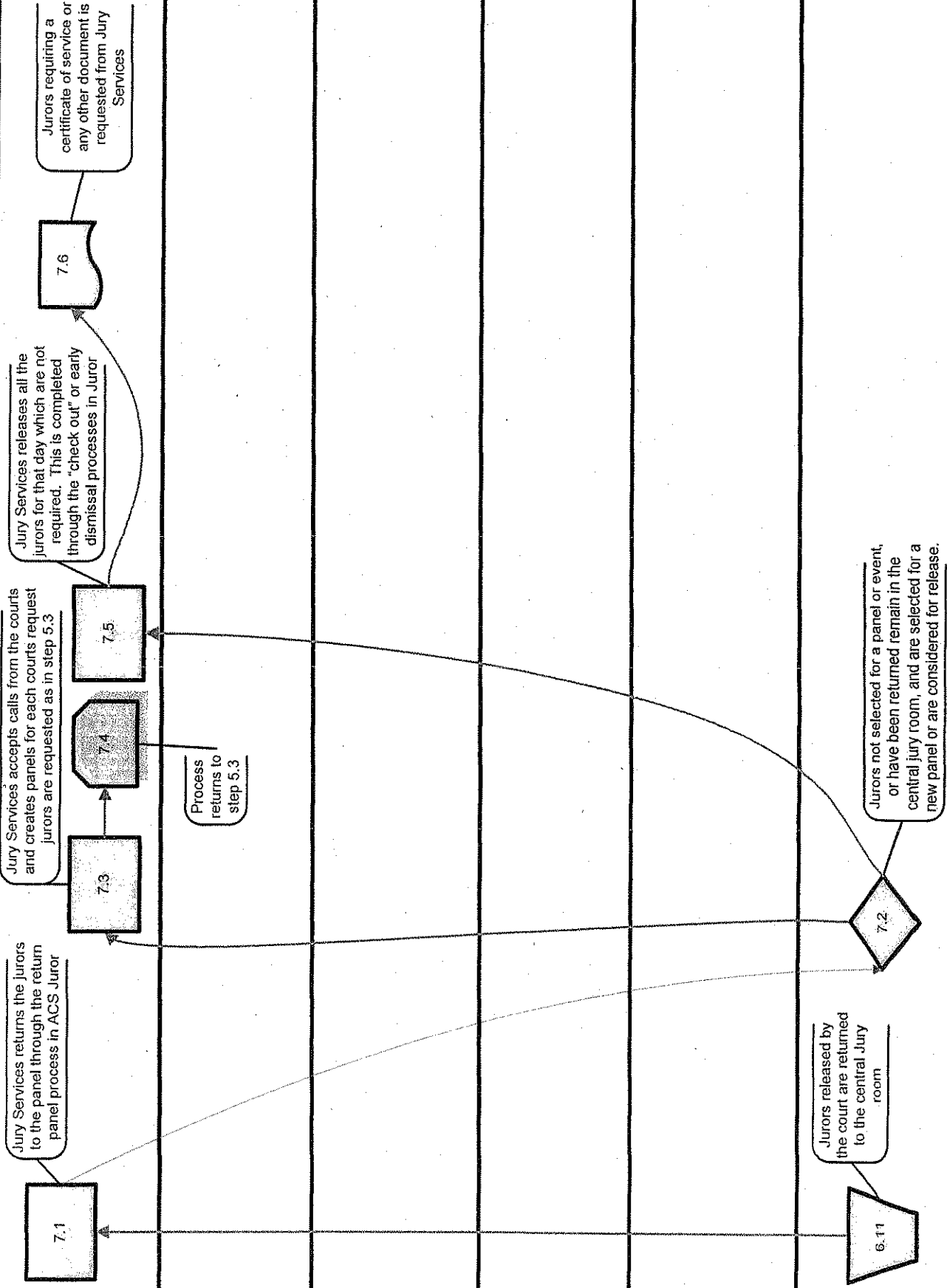


Jury Services – Voir Dire Process – 6.0 (Panel Module)



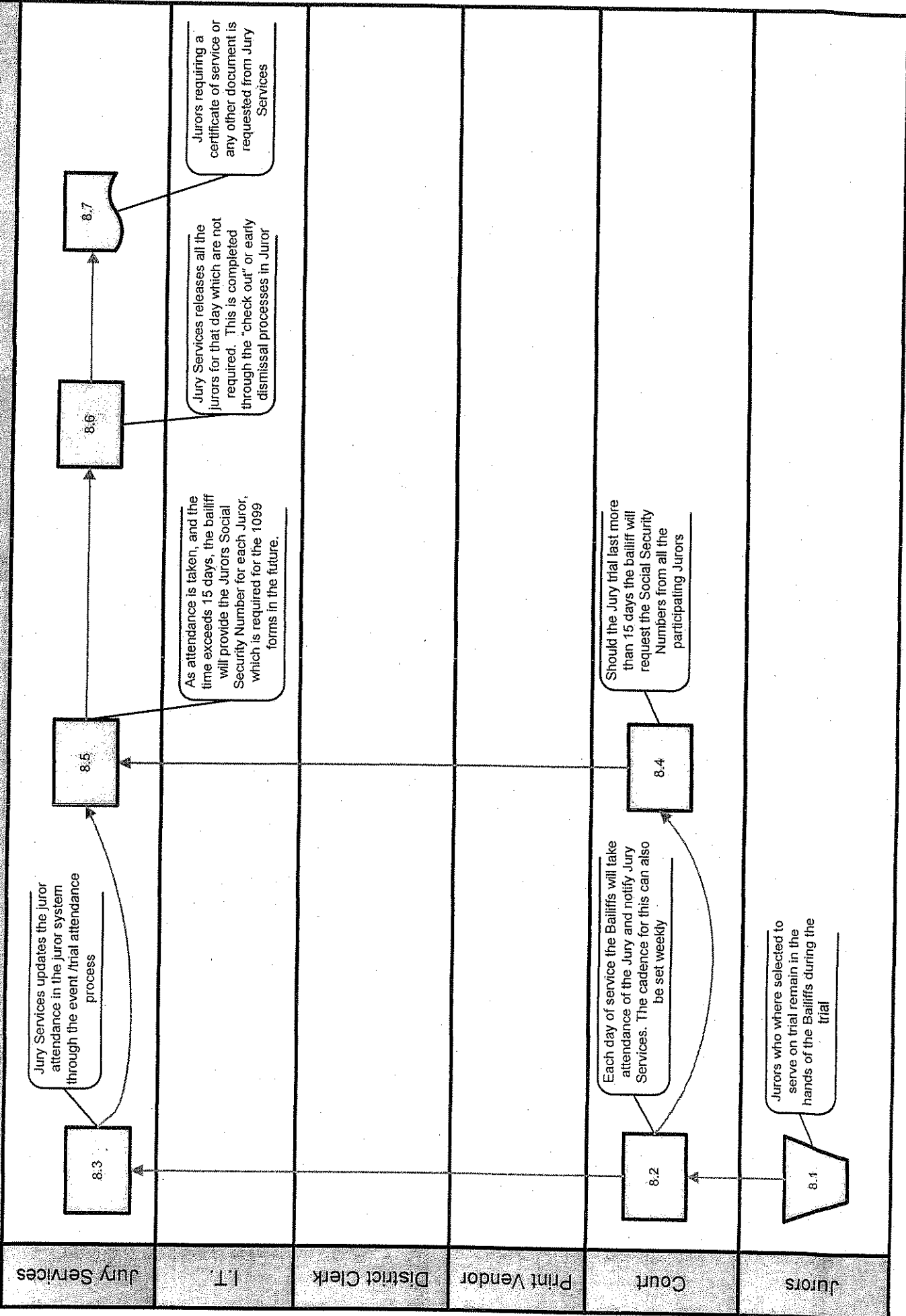


Jury Services – Reassign/Release Jurors – 7.0 (Panel & Attendance Modules)

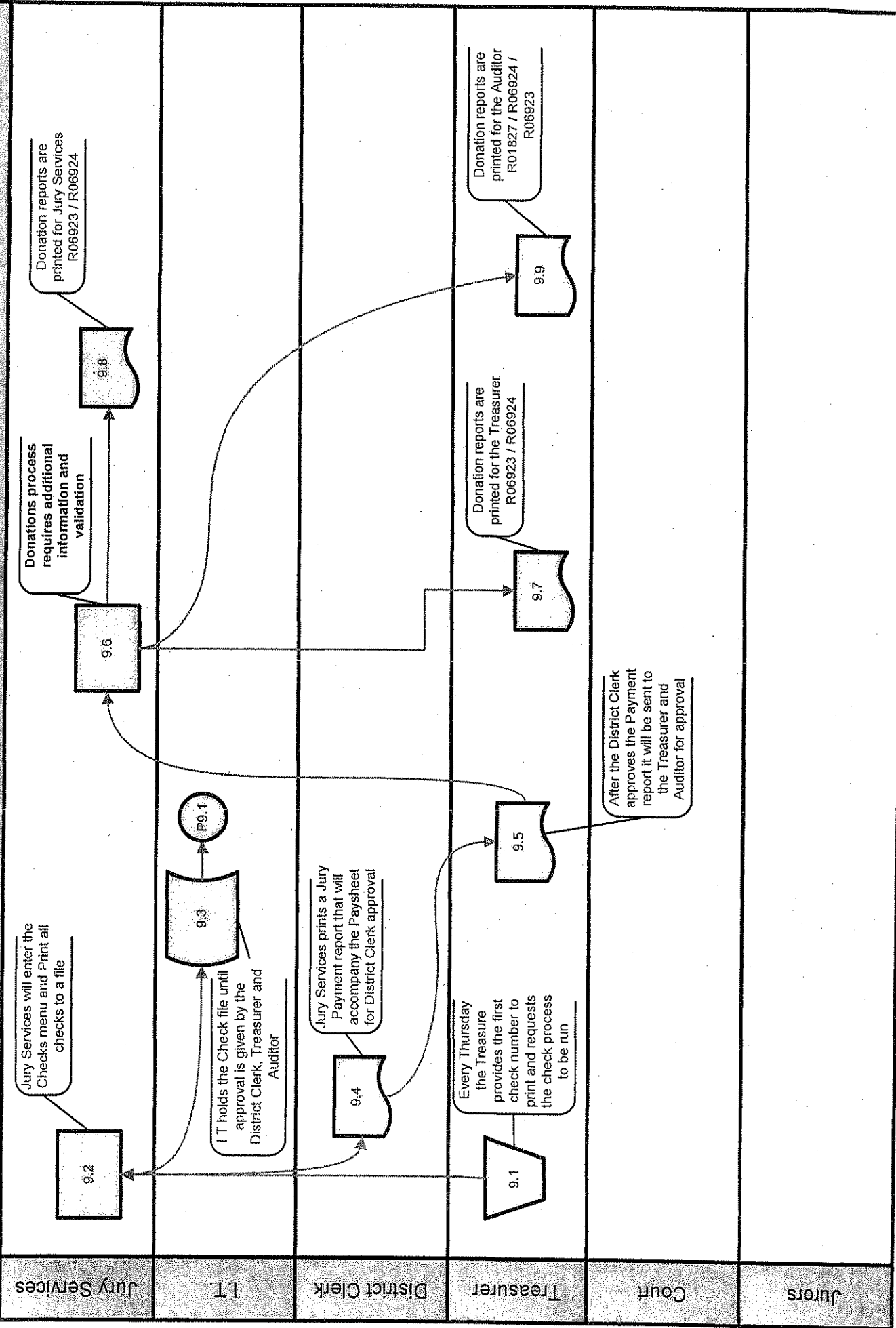


Jury Services						
Jury Services						
J.T.						
District Clerk						
Print Vendor						
Court						
Jurors						

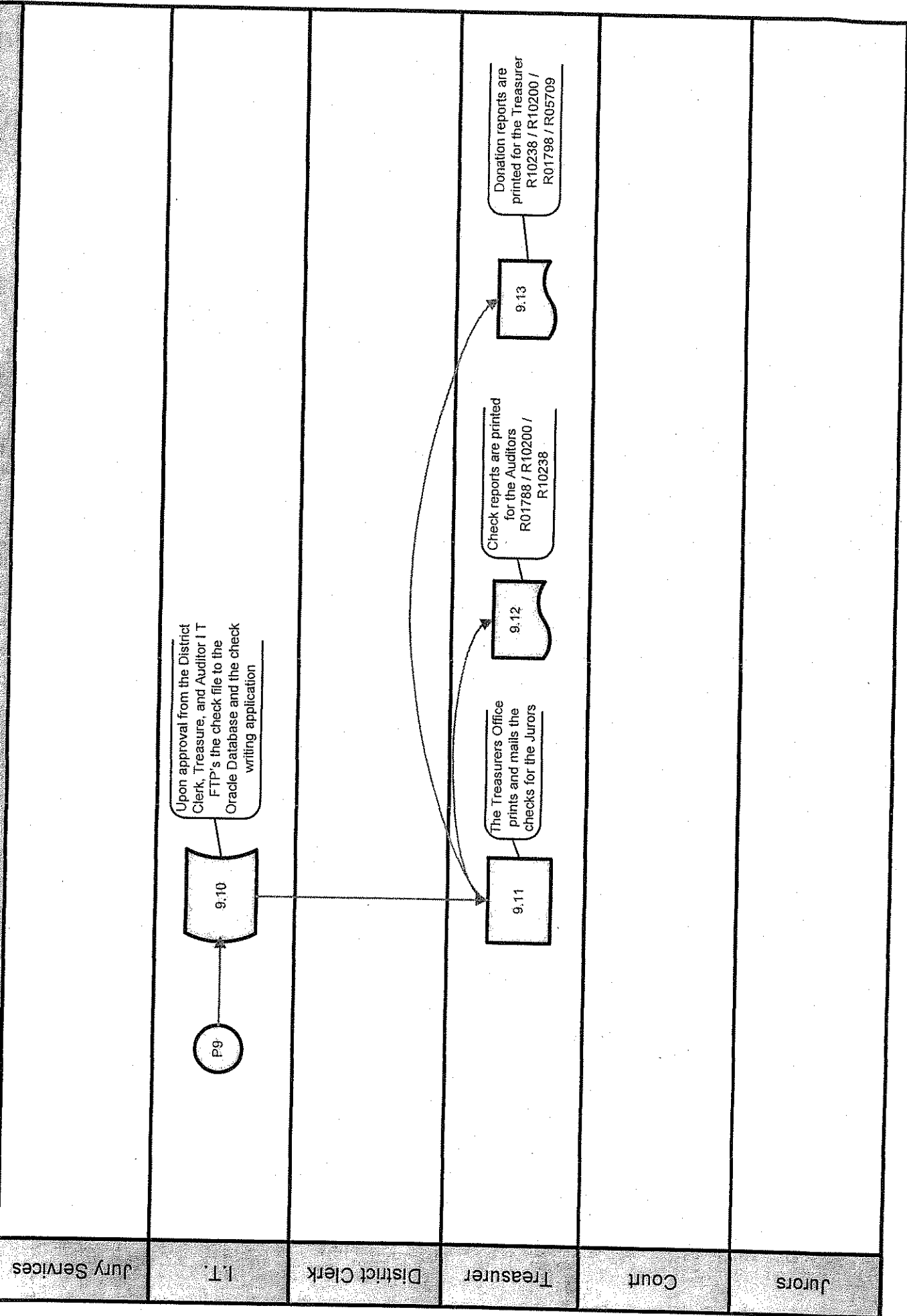
Jury Services - Trial Process - 8.0 (Panel & Attendance Modules)



Jury Services – Juror Payment and Donations – 9.0 (Check Writer Module)



Jury Services – Juror Payment and Donations – 9.0 (Check Writer Module)



Jury Services

I.T.

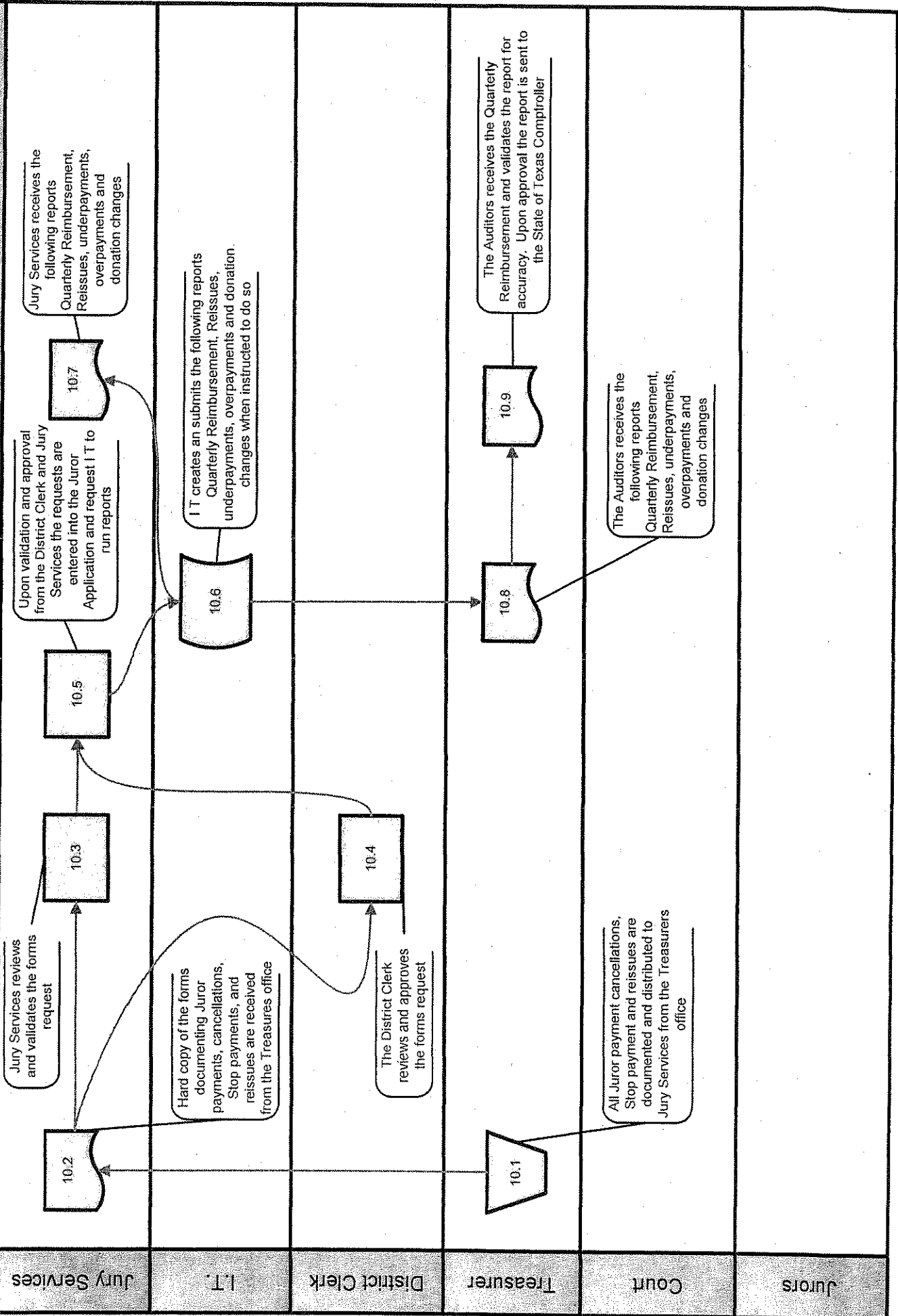
District Clerk

Treasurer

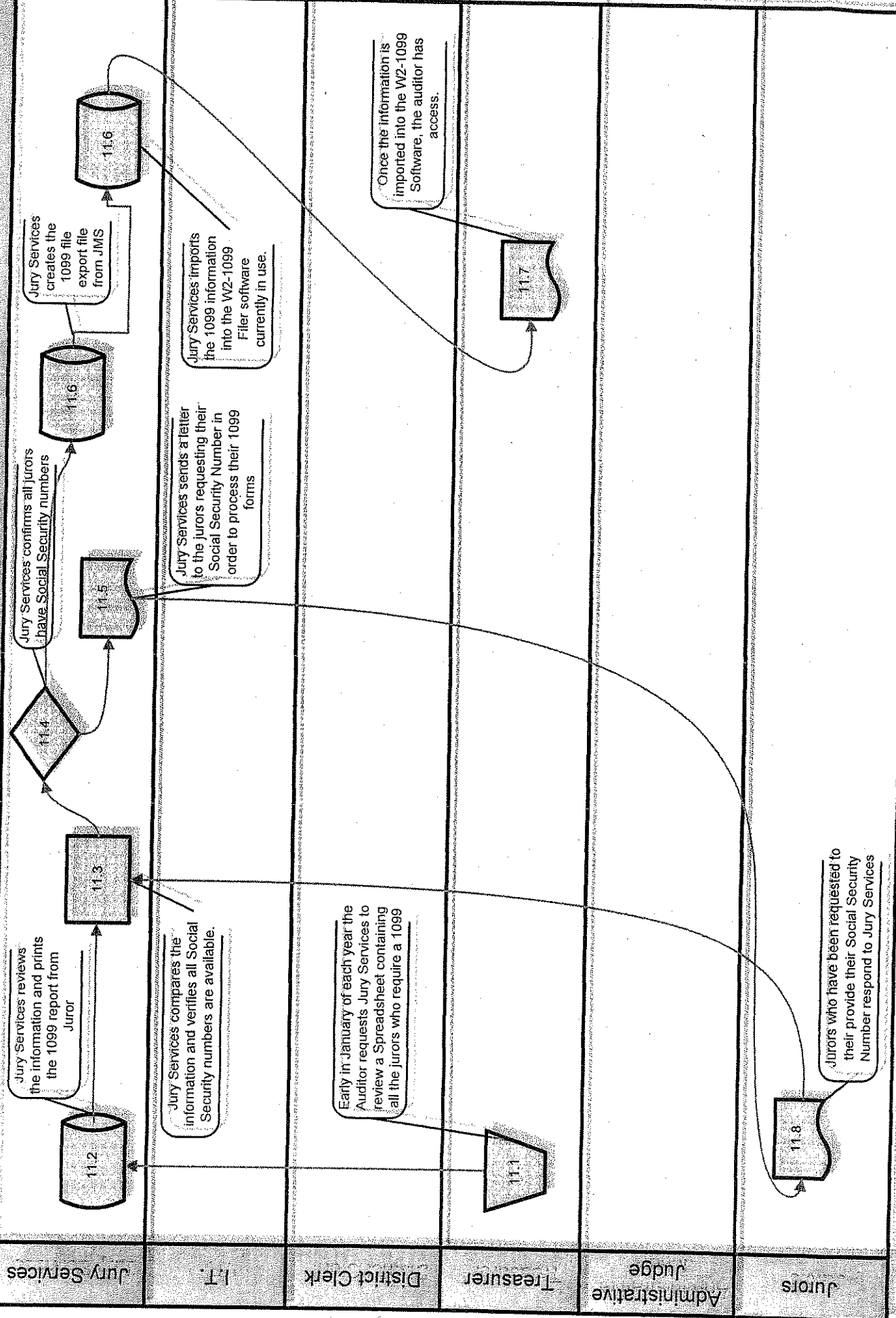
Court

Jurors

Jury Services – Juror Payment Cancellations, Stop Payment & Reissues – 10.0 (Check Writer Module)



Jury Services – 1099 Process – 11.0 (Check Writer Module)



Jury Services – Reporting – 12.0 (Utility Module)

Jury Services	<p>12.1</p> <p>Once a year Jury Services request an Appearance report R07818, this will be printed by Jury Services from the reporting tool in the utility module</p>	<p>12.2</p> <p>A daily report for the Frank Crowley Courts building R08810 is requested, this will be printed by Jury Services from the reporting tool in the utility module</p>	<p>12.3</p> <p>A daily report for the George Allen Courts building R08809 is requested, this will be printed by Jury Services from the reporting tool in the utility module</p>			
I.T.						
District Clerk						
Treasurer						
Administrative Judge						
Jurors						

Jury Services – Standby “On-Call” Juror Process – 13.0 (Pool Module)

Jury Services

13.1

As indicated in step 3.1 jurors are selected for service as Standby Jurors, this translates to On-Call Jurors in the ACS application. 25% of the Jurors selected are identified as On Call Jurors.

13.3

As the jurors report, Jury Services will check them in and change their specific attendance date, from this point they will follow the same processes starting at step 4.4

I.T.

District Clerk

Treasurer

Administrative Judge

Jurors

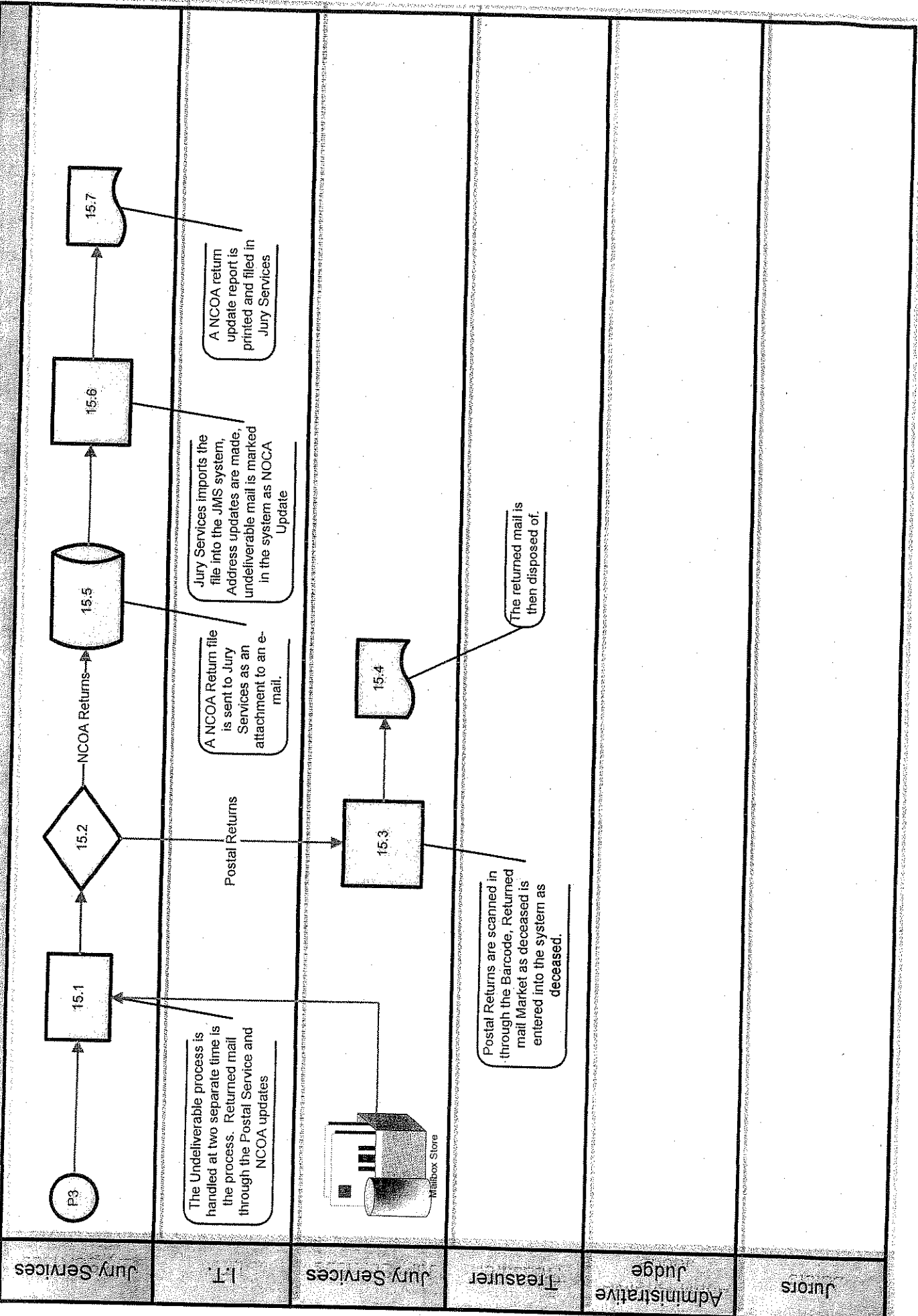
13.2

Based on the instructions given to the jurors on the summons they will call their respective court locations to determine if they are required to report for service

Jury Services – Special Voir Nire Juror Process -14.0 (Pool Module)

Jury Services	<p>14.1</p> <p>As indicated in step 3.1 jurors are selected for service as a Special Voir Nire (usually on Fridays) and is identified in the ACS systems as a special pool.</p> <p>14.3</p> <p>As the jurors report for service, Jury Services will check them in, from this point they will follow the same processes starting at step 4.4</p>
I.T.	
District Clerk	
Treasurer	
Administrative Judge	
Jurors	<p>14.2</p> <p>Based on the instructions given to the jurors on the summons they will report for service as required.</p>

Jury Services – Undeliverable Process – 15.0 (Pool Module)



Jury Services	Jury Services	Jury Services	Treasurer	Administrative Judge	Jurors
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DALLAS COUNTY
COMMISSIONERS COURT

11 MAR 15 AM 11:16

Date: March 22, 2011

~ BRIEFING ~

To: Darryl Martin
Commissioners Court

From: Virginia Porter
County Auditor

Re: KPMG – Annual Grant Audit

Background

KPMG, LLP was awarded the contract to perform required annual financial audits of Dallas County through RFQ# 2010-072-5146 and C.O. 210-1580. The scope of work and fee structure delineated eight separate projects each with a not to exceed amount. One audit project is the Single Audit.

The Single Audit of combined federal and state financial assistance was approved at \$105,000 for six programs and allowed an increase (based upon required federal and state thresholds) of up to four additional programs at \$10,500 each.

Analysis of the County's grant activity for FY2010 determined 11 programs must be considered to be compliant with federal guidelines. See attached explanation from KPMG.

Legal

A contract amendment to authorize an audit of one additional program is needed.

Recommendation

Approve a contract amendment authorizing fees for one additional program. Additional fees are \$10,500. (Services are currently contracted for completion with report issuance no later than April 29, 2011.



KPMG LLP
210 Park Avenue, Suite 2850
Oklahoma City, OK 73102-5883

Telephone +1 405 930 8411
Fax +1 405 562 8845
Internet www.us.kpmg.com

March 9, 2011

Ms. Virginia Porter, County Auditor
County of Dallas
407 Records Building
509 Main Street
Dallas, TX 75202

Ms. Porter:

This letter is to request approval for an increase in scope of the Federal OMB Circular A-133 audit from 10 major programs to 11 major programs. This increase in scope would result in additional fees of \$10,500.

In accordance with the requirements of OMB Circular A-133, the auditor must take a risk-based approach in determining which federal programs are classified as major programs. This risk-based approach is designed to focus the audit on higher-risk programs and includes consideration of current and prior experience with the auditee, oversight by federal agencies and pass-through entities, and the inherent risk of the federal programs. Once the program expenditures reach a certain level, the following factors will cause the program to be higher risk and require audit: (a) program should be audited every three years; (b) findings in recent audit; and (c) ARRA funds are included in the program.

The County is experiencing an increase in the number of major programs to be audited due to the spending of the ARRA funding. Do not hesitate to contact me with any questions or concerns and advice as to next steps.

Sincerely,

Dee A. Niles
Partner



DALLAS COUNTY

Date: March 22, 2011

~ BRIEFING ~

To: Commissioners Court

From: Virginia Porter, County Auditor
Honorable Joe Wells, County Treasurer

Virginia Porter
Joe Wells

Re: Consolidation of Payroll Functions

Background

In October 2000, Dallas County implemented the Oracle HRMS and payroll modules as Phase III of the Oracle Financial implementation. At that time, duties related to system maintenance and employee specific data entry was divided amongst the County Auditor's office, County Treasurer, and Human Resource\Civil Service (HR/CS) based on each office's current process. Effective January 2006, Oracle Advanced Benefits was added moving data entry for employee health insurance from the County Auditor's office to HRCS. Limited employee self-service functionality was also implemented during 2006.

Oracle provides employee self-service functions which the County is not fully using to leverage data entry. The added functionality would enable employee completed direct deposit information, health insurance enrollment (other than open enrollment), and W-4 deductions (tax withholding).

Currently, employee files are maintained by the various departments. Utilization of an imaging system would significantly reduce duplication relevant to data entry, reconciliation and filing that exists within the three departments.

Operation Impact

Payroll deadlines are very short and require concise, accurate, and constant communication between departments. Communication between departments would be improved by combining staff involved in the direct functions related to payroll into one department. Additionally, implementation of expanded self-service functionality would further reduce the need for staff data entry, ultimately reducing the number of staff needed.

Employees use ESS for open enrollment but data entry of other information is made by either County Treasurer or County Auditor.

The County Treasurer's office has two (2) employees handling W-4 tax information, deferred compensation deductions, direct deposit information, and retirement counseling. The County Auditor's office has 10 employees performing the remainder of the necessary deductions, employee setup, reconciliation, and processing as well as audits of attendance, compensation, actuarial studies, and insurance contracts.

Currently, separate employee files are maintained by various departments. Some of the duplication could be prevented by using a single entry point and inquiry. Oracle System access and inquiry rights are customizable and intended to support a control database, allowing entry by one office and open inquiry access by all offices.

Proposed

Current combined payroll processing staff of twelve (12) [10 County Auditor, 2 County Treasurer], can be reduced by two (2) positions, with one additional part-time position required until after the complete implementation of Oracle self-service functionality. One RIF'd employee from County Treasurer is transferring to Grade G in County Auditor's office. One full-time position in County Auditor's office would be converted to part-time allowing transfer of one Grade 8 RIF'd from County Treasurer. Those job duties remain essentially the same albeit more elements will be added for entry and format of output documents may change. However, a review of proposed job duties for County Auditor Benefits Supervisor who is responsible for preparing/reviewing actuarial reports and backing up all payroll functions may result in a grade adjustment.

County Treasurer would delete two (2) positions (Grade F and Grade 8) responsible for data entry, research, filing of payroll deductions, and processing, transferring several duties to the County Auditor. Employees (through ESS) would become responsible for entry of W-4 and bank account information. County Treasurer's office would continue as liaison with TCDRS and employees for retirement, sign off on all reconciliations of subsidiary accounts, reconcile bank accounts, and distribute payments using remaining staff. County Treasurer would retain ability to generate reports as needed.

County Auditor would consolidate functions, control/edit system interface of employee files, and accept full responsibility for direct entry to the payroll module and processing functions generating all requisite files relevant to payroll.

Restructure of positions reporting to the Payroll Manager except Accountant I in County Auditor's office will improve workflow, provide appropriate leadership, and generate efficiencies. One Audit Supervisor position assuming full backup responsibility should be considered for upgrade to Assistant Manager.

Consolidation of Payroll Functions

March 22, 2011

Page 3

Consolidating tasks will diminish the need for duplicate employee files, reducing staff filing time, purchase of folders, and space requirements. At the completion of the Countywide Imaging project all Payroll related files should be imaged in one central system. At that time, reduction of paper files should result in additional saving of ½ FTE.

Financial Impact

The proposed reorganization will result in approximate net savings of \$142,079. The full savings is dependent on full self-service implementation.

County Treasurer	Net (Savings) / Cost	(\$159,375)
County Auditor	Net (Savings) / Cost	<u>17,296</u>
		(\$142,079)

Strategic Plan Impact

This reorganization request supports strategy 1.3 providing sound financially responsible and accountable governance by streamlining Dallas County departments for efficiency and operations.

Legal Impact

None

Recommendation

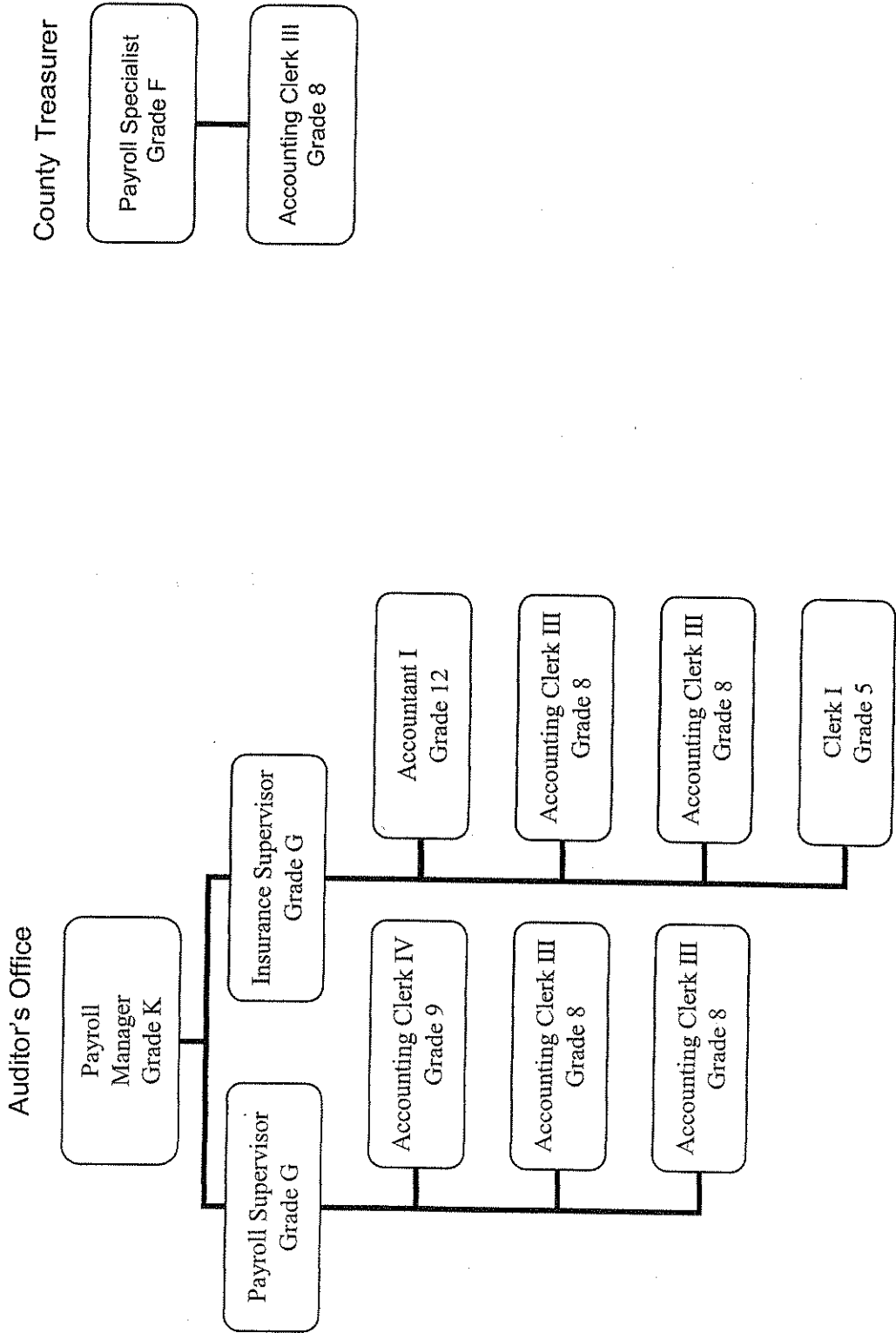
The offices of the County Treasurer and County Auditor support the approval of this reorganization plan.

Cost\Savings Breakdown
w\Benefits

Office	Category	Additional Cost – Full Year	FY12 Savings – Full Year	FY11 (mos) (Savings) / Cost	FY11 & FY12 Net (Savings) / Cost
Immediate					
County Auditor	Part-time – 8 *	25,000		(3) 6,250	31,250
County Auditor	Audit Supervisor II – G Asst. Manager – Payroll - H	74,957	(70,161)	0	4,796
County Treasurer	Payroll Specialist – F		(65,583)	(6) (32,791)	(98,374)
County Treasurer	Accounting Clerk III - 8		(48,801)	(3) (12,200)	(61,001)
After Self-Service					
County Auditor	Part-time – 8 *		(18,750)	-	(18,750)
	Totals	99,957	(203,295)	(38,741)	(142,079)

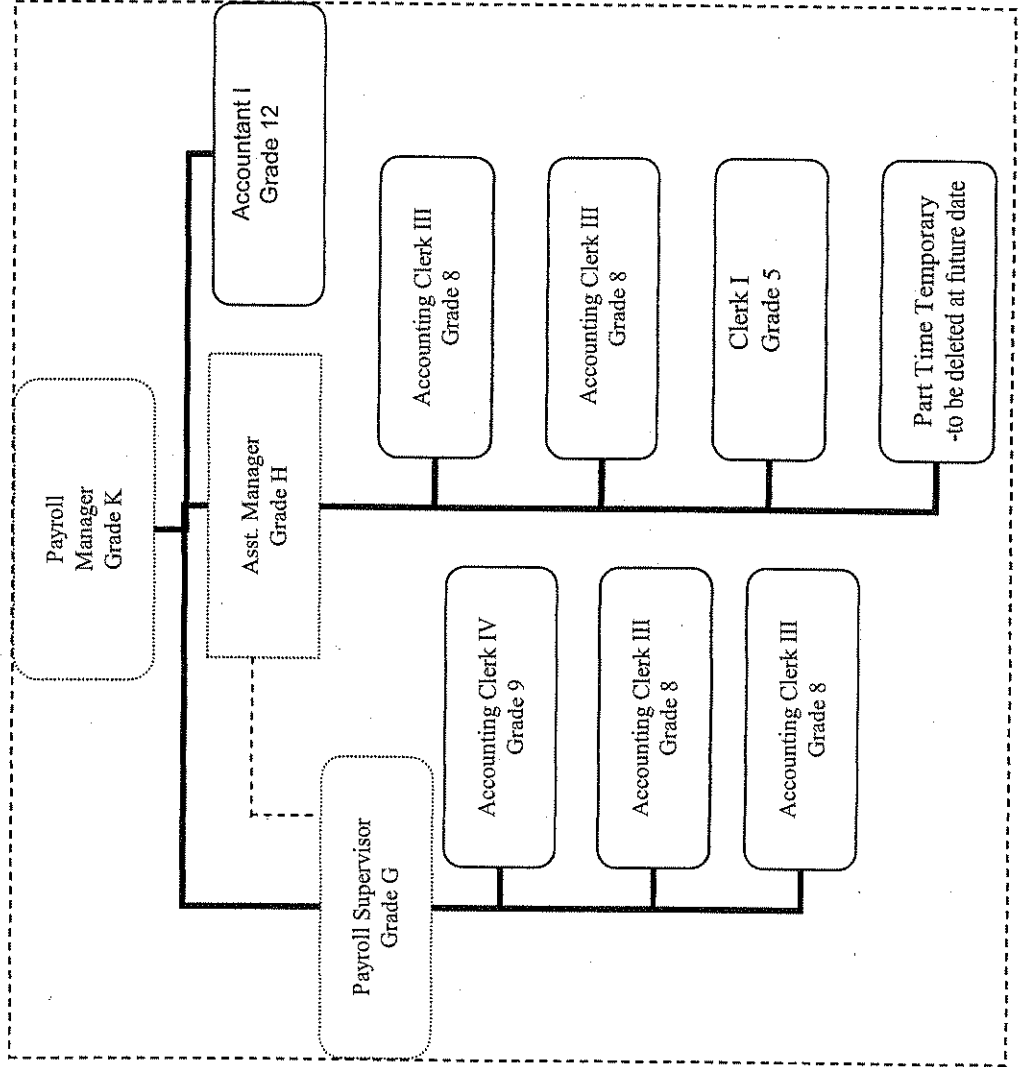
* Part-time position required until ESS updates by employee fully functional and file imaging of payroll files designed/implemented. Anticipate position start date July 2011 and completion December 2011.

Dallas County Payroll (Current)



Dallas County Payroll (Proposed)

Auditor's Office





DALLAS COUNTY JOB DESCRIPTION

Job Title:	Assistant Manager - Payroll	Job Code:	TBD	Job Grade:	H
Reports To:	Manager - Payroll	Pos. No:	TBD	SIC Code:	9311
Department:	County Auditor	Loc. Code:	5012074	FLSA Code:	E
				WC Code:	8810
Division:	Payroll	CS Code:	A	EEO Code:	B01

Summary of Functions: Manages the disbursements of Payroll and payroll related payments in accordance with the approved budget ensuring availability of funds and conformance to the laws both federal and state, policies of Commissioner's Court, and the County Auditor.

Management Scope: Assumes management of payroll section in absence of Payroll Manager. Direct management of three (3) non-exempt staff. Indirect management of (1) supervisor and four (4) non-exempt staff.

Duties and Responsibilities:	% of Time	Essential Non-essential
1. Ascertains the availability of payroll and payroll related funds for all departments as allocated by Commissioner's Court; resolves problems associated with payroll, insurance vendor payments, and workers compensation.	25	E
2. Audits and processes payments for health insurance ensuring compliance with contracts, court orders and other legal documents.	25	E
3. Directs the processing of assigned work and maintains weekly schedules.	10	E
4. Approves transfer of funds for payroll related activities.	10	E
5. Performs actuarial analysis of worker compensation and health insurance analysis for CAFR presentation.	10	E
6. Hires and trains staff, evaluates performance and initiates disciplinary action.	10	E
7. Maintains up-to-date knowledge of transactions by the County and changes in County policies and procedures, State, and Federal Laws .	05	N
8. Performs other duties as assigned.	05	N

Minimum Qualifications:

Education, Experience and Training:

Education and experience equivalent to a Bachelor's degree from an accredited college or university in Business, Accounting or in a job related field of study. Three (3) years of work related experience.

Special Requirements/Knowledge, Skills & Abilities:

Skilled in the use of standard software applications. Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public.

Physical/Environmental Requirements:

Standard Office environment.

Hay Points/Point Factor:

KH: EI3 230, PS: D4 (38%) 87 pts, AC: D1P 100 pts, KH/PS/AC: 55-21-24, Profile: +1

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. Any percentage of time included on 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.



DALLAS COUNTY
COMMISSIONERS COURT ADMINISTRATION

DALLAS COUNTY
COMMISSIONERS COURT
11 MAR 16 PM 2:58

Date: March 22, 2011

To: Commissioners Court

Through: Rodney Christian –Interim CIO

From: Michael Webb – Software Support Manager

Subject: Rational for Submitting Briefing and Court Order in the Same Week:
Lilax Technologies Inc. for the services of Poonam Mishra- Senior Developer

This briefing and Court Order were submitted on the same day to stabilize our existing workload and to ensure that the support/ development efforts of mission critical mainframe applications and projects are not adversely impacted.



**DALLAS COUNTY
OFFICE OF INFORMATION TECHNOLOGY**

DALLAS COUNTY
COMMISSIONERS COURT
11 MAR 16 PM 2:58

March 22, 2011

TO: Commissioners Court

THROUGH: Rodney Christian, Interim Chief Information Officer

FROM: Michael Webb, Software Support Manager

SUBJECT: Poonam Mishra, Senior Developer (.Net)

BACKGROUND

The Office of Information Technology is pursuing candidates to fill the Senior .Net Developer position associated with requisition number IRC28338. Since the position requires familiarity with specific Microsoft technologies, IT Services solicited assistance from technical recruiters to assist in locating qualified candidates. After interviewing the potential candidates we have chosen Poonam Mishra to fill the position of Senior Developer. Poonam will provide development and support to county criminal justice systems and custom 3rd party applications developed using Microsoft technologies. In addition to production support responsibilities, Poonam will assist with the following critical initiatives:

- Public Defender Case Management System (CMS)
- Mainframe financials migration
- AIS Grand Jury enhancements
- AIS jail visitation enhancements

OPERATIONAL IMPACT

This position will ensure that system maintenance, support and development activities for criminal justice applications and projects will continue without a negative impact to the users.

FISCAL IMPACT

The Personal Services Contract-to-hire position with Lilax Technologies Inc. for the services of Poonam Mishra will not exceed \$81,000. The contract will cover the period of March 23, 2011 through September 16, 2011.

LEGAL IMPACT

The County Judge is required to sign the contract after approval by the Commissioners Court. The contract has been sent to the District Attorney's Office, Civil Division for review.


STRATEGIC VISION


This contract is aligned with Strategic Vision 1: Dallas County government models interagency partnership and collaboration.

RECOMMENDATION:

It is recommended that the Dallas County Commissioners Court approve the Personal Services Contract with Lilax Technologies Inc. for the services of Poonam Mishra for a total cost not to exceed \$81,000.

Recommended by:

 3/16/11

Rodney Christian
Interim Chief Information Officer




DALLAS COUNTY OFFICE OF INFORMATION TECHNOLOGY

Date: March 22, 2011
To: Commissioners Court
From: Rodney Christian
Subject: Office of Information Technology Disaster Recovery Plan Proposal

BACKGROUND

The purpose of this briefing is to provide an IT Disaster Recovery Plan to the Commissioners Court. Based on the direction of the Court, additional detail will be provided on the implementation steps and as well as the detailed schedule for the implementation.

OPERATIONAL IMPACT

There are more than 80 computer applications supporting the business functions of Dallas County. These applications run on a number of processing platforms and range from the oldest applications running on the mainframe to the latest purchased software running in virtualized environments on servers.

Recovery Processes in Place Today

Historically, the Office of Information Technology has taken basic steps to protect the County's data and technology resources. These include:

- Redundant electrical feeds to the building
- Uninterruptible Power Supplies (UPS), to provide clean, steady power and to prevent short-term power outages
- A generator to provide power for long term outages of commercial power
- Servers with redundant components
- Data disk configurations designed to provide basic protection in the event of a single disk failure
- Tape back-ups of data sent to off-site storage

These steps have provided a measure of security in the case of minor instances of data and power

loss. However, these steps do not address the case of a major loss of computing capability as was experienced in May 2010. Because the County's applications have become critical to ongoing County business operations and expanded use by non-County entities, a more encompassing Disaster Recovery Plan is required.

PROPOSED DISASTER RECOVERY PLAN

Step 1 - Determining What Is To Be Included In The Plan

The initial step is to identify which applications and supporting services should be included in the Disaster Recovery Plan. Each is assessed to determine its importance to the County for maintaining its normal business activities. A priority ranking and a Recovery Time Objective (RTO, the maximum amount of time the system can be unavailable) is determined and documented.

An initial assessment to identify the most critical applications was performed by the Office of Information Technology. The list was then referred to the various Community meetings and further refined. The following applications have been identified as the most critical to the ongoing business of Dallas County and will be the initial applications addressed in the first phases of the Disaster Recovery Plan. It is recommended that the first applications shown below be addressed in Phase 1 as an initial pilot roll-out in FY2011. The remaining priority 1 applications should be rolled out in Phase 2 during FY2012. Phase 3 will address additional applications with higher recovery time objectives in FY 2013.

Priority	Phase	Application	Dept. / Community	Platform	Recovery Time
1	1	AIS - Adult Information System	Sheriff, Criminal Justice	Server - Windows	2 Hours
1	1	DCIM - Dallas County Incident Module / RMS	Sheriff	Server - Windows	2 Hours
1	1	Outlook / Exchange Email	All	Server - Windows	2 Hours
1	1	LIMS Lab Information Mgmt System	Forensics	Server - Windows	2 Hours
1	2	OnBase Imaging	Civil Criminal Sheriff All	Server - Windows	2 Hours
1	2	Elections	Elections	Server - Windows	2 Hours
1	2	JIS - Juvenile Information System	Juvenile	Server - Windows	2 Hours
1	2	JCMS - Juvenile Case Management System	Juvenile	Server - Windows (Rackspace)	2 Hours
1	2	CAD Computer Aided Dispatch	Sheriff	Server - Windows (Physical per CJIS)	2 Hours
1	2	Crossmatch / AFIX	Sheriff	Server - Windows (Physical per CJIS)	2 Hours
1	2	OMNIXX	Sheriff	Server - Windows (Physical per CJIS)	2 Hours

Please see Attachment A for the complete list of applications.

Step 2 - Preparing a Disaster Recovery Environment

The initial task for the Disaster Recovery Plan will be to provide redundant network and internet connections. While the County network is well engineered and has served the County well, there is still a single point-of-failure for the internet connection located in the downtown core facilities. In addition, a circuit with sufficient bandwidth will be required for connection to the Disaster Recovery site. This circuit will be essential for keeping data current at the recovery site. Should the primary network and internet connection be unavailable, the County's users will have the necessary connectivity to continue their business processes using the recovery site capabilities.

The second task will be to establish the Disaster Recovery computer environment, including the computing hardware, software and data storage. Dallas County currently has more than 190 physical servers housed in multiple facilities. To minimize hardware costs and space requirements, it is proposed that the Disaster Recovery Plan use a virtual server environment whenever possible. Server operating system software and database licenses will be required as well. Finally, sufficient Storage Area Network (SAN) disk storage must be purchased for the Disaster Recovery environment.

The above items will provide an environment where critical application software and data are replicated such that any failure of the primary system will allow recovery of key systems within the accepted timeframes established as part of the Disaster Recovery Plan.

Step 3 – Selecting a Disaster Recovering Environment Hosting Site

There are several key factors to consider when determining the best site for hosting a Disaster Recovery site. Factors such as distance from the primary site, quality of the facility (includes redundancy of electrical power, telecom connectivity, dual circuit air conditioning capability, backup power and site security), available space, ability to scale up for future growth and cost are the important when evaluating potential sites.

The following table summarizes the comparison of two County facilities with a 3rd party vendor that specializes in providing computer floor space and the hardened services that will be required.

	Distance	Quality	Available Space	Ability to Scale	Cost	Total	Comments
Garland Government Center	3	1	5	2	3	14	Will require buildout; no generator; telecom switching charges
Forensics Building	1	3	5	2	4	15	New facility; has a computer room; generator; only 2 miles from core; HHS / SWIFS buildings may be center of activity in event of major disaster.
3rd Party Site	4	5	5	5	2	21	Hardened, Level 4 DR facility; located away from core facilities; recurring monthly cost

1 = Lowest; 5 = Highest

LEGAL IMPACT

If a third-party vendor site is determined to be the best option for Dallas County, the contract will be reviewed by the County's District Attorney, Civil Division.

STRATEGIC PLAN COMPLIANCE

The approval of the Disaster Recovery Plan and subsequent purchase and implementation of the requested hardware, software, licenses and services is consistent with Strategy 1.4 of the County's strategic plan: Improve the Customer Experience by implementing Standards of Operation, Innovation and Technology.

The Office of Information Technology has also shared this plan with the Homeland Security and Emergency Management office as is actively participating in the Continuity of Operations Planning

(COOP) sessions currently underway.

FISCAL IMPACT

Cost to implement the Disaster Recovery Plan will vary based upon the number of applications recovered, the location of the recovery site and the amount of down-time that is acceptable for the applications. Phase 1 consists of the basic infrastructure work as well as the phase 1 priority 1 applications shown above. Phase 2 consists of the remainder of the priority 1 applications shown above. Phase 3 consists of additional applications, such as the Oracle financial systems, that were identified as being critical but with a greater recovery time objective. The cost for all three phases of the Disaster Recovery Plan is **estimated** to be between \$2,340,000 and \$2,730,000.

<u>Estimated</u>	Lower	Higher
Costs for Phase 1	\$1,404,627	\$1,514,627 (August 2011)
Costs for Phase 2	\$185,443	\$320,443 (May 2012)
Costs for Phase 3	\$757,663	\$892,663 (December 2013)
DR Costs Thru FY2013	\$2,347,733	\$2,727,733

Considering the total cost of Disaster Recovery and other possible project efforts for 2011 and 2012, the impact to the Major Technology Fund must be considered. If Disaster Recovery and the other critical projects are to be addressed, the cost exceeds expected MTF Unallocated Reserves. Therefore, the phased approach to Disaster Recovery is recommended.

RECOMMENDATION

The Office of Information Technology recommends that Commissioners Court approve the proposed Disaster Recovery Plan and authorize the technology related purchases and project efforts necessary to implement Phase 1 of the Disaster Recovery Plan for critical systems by August 2011. This will lay the foundation for additional applications and services to be added to the plan over the next two years, spreading costs over multiple fiscal periods.

If, for budgetary reasons, the Commissioners Court prefers to reduce cost as much as possible, one of the County facilities should be considered for the initial roll-out, with plans to move to a third party site in the future. However, from an IT Disaster Recovery point of view, the third-party option is strongly recommended.

Funding for the efforts is expected to come from the Major Technology Fund, Unallocated Reserves through 2013 and will be determined with the support of the Budget Office prior to the approval of all necessary Court Orders.

Recommended by:

Rodney Christian, Asst. Chief, IT Operations

ATTACHMENT A

Priority	Phase	Application	Department/Community	Platform	Recovery Time
1	1	AIS - Adult Information System	Sheriff, Criminal Justice	Server - Windows	2 Hours
1	1	OnBase - Imaging System	Civil, Criminal, Sheriff	Server - Windows	2 Hours
1	1	Outlook / Exchange (e-mail)	All	Server - Windows	2 Hours
1	2	CAD - Sheriff Computer Aided Dispatch	Sheriff	Server - Windows	2 Hours
1	2	Crossmatch	Sheriff	Server - Windows	2 Hours
1	2	DCIM - Dallas County Incident Module	Sheriff	Server - Windows	2 Hours
1	2	Elections	Elections	Server - Windows	2 Hours
1	2	Indico RMS	Sheriff	Server - Windows	2 Hours
1	2	JCMS - Juvenile Case Management System	Juvenile	Server - Windows	2 Hours
1	2	JIS - Juvenile Information System	Juvenile	Server - Windows	2 Hours
1	2	LIMS (Lab Information Mgmt System)	Forensics	Server - Windows	2 Hours
1	2	OMNIX	Sheriff	Server - Windows	2 Hours
2	3	AI - AIS Interfaces	Sheriff, Criminal Justice	Mainframe	24 Hours
2	3	BA - Booking Jail Mgmt Online (CP Pgms)	Sheriff, Criminal Justice	Mainframe	24 Hours
2	3	Biztalk - Data Exchange	Sheriff, Criminal Justice	Server - Windows	8 Hours
2	3	CB - CJIS Judicial Tracking system	Criminal Justice	Mainframe	8 Hours
2	3	Dallas County Web Site	All	Server - AIX	48 Hours
2	3	FA - Felony Court Case assignment	Criminal Justice	Mainframe	24 Hours
2	3	Jury Systems	Civil, Criminal Justice	Server - Windows	24 Hours
2	3	KRONOS	Finance	Server - Windows	24 Hours
2	3	Odyssey - Civil Courts System	Civil, Truancy	Server - Windows	24 Hours
2	3	Oracle Financials (Includes Payroll)	Finance	Server - AIX	24 Hours
2	3	Positive Pay	Finance	Server - Windows	24 Hours
2	3	RT Lawrence - Tax Office Check Capture	Finance	Server - Windows	48 Hours
3	4	BK - Booking Jail Mgmt	Sheriff, Criminal Justice	Mainframe	24 Hours
3	4	BN - Bond Tracking		Mainframe	24 Hours
3	4	CD - Link system Criminal related systems		Mainframe	24 Hours
3	4	CX - Criminal Warrants		Mainframe	24 Hours
3	4	WX - Civil/Criminal Link system		Mainframe	24 Hours
4	4	AJ - Adoption/Juvenile Docketing		Mainframe	72 Hours
4	4	AP - Adult Probation Online (CP Pgms)		Mainframe	72 Hours
4	4	AR - Data Services Cost Distribution		Mainframe	72 Hours
4	4	AS - Assembly Call Routines		Mainframe	72 Hours
4	4	AT - Attorney Bar File		Mainframe	72 Hours
4	4	CF - Forensics		Mainframe	72 Hours
4	4	CJ - Jury Selection (Grand Jury)		Mainframe	72 Hours
4	4	CJS - Switcher Support Online (CP Pgms)		Mainframe	72 Hours
4	4	CM - Child Support (non-CICS FC programs)		Mainframe	72 Hours
4	4	CN - Sheriff's Name Index		Mainframe	72 Hours
4	4	County-Wide Receipting		Server - Windows	72 Hours
4	4	CP - Adult Probation		Mainframe	72 Hours
4	4	CR - CJIS Cash Receipts mgmt.		Mainframe	72 Hours
4	4	CS - County Supply Inventory		Mainframe	72 Hours
4	4	CT - Civil Court Assignment		Mainframe	72 Hours
4	4	CV - Civil Case Tracking		Mainframe	72 Hours
4	4	CW - Civil Papers		Mainframe	72 Hours
4	4	DF - Civil Court Fee Docket		Mainframe	72 Hours
4	4	DG - Precinct guide book		Mainframe	72 Hours
4	4	DI - Civil Court Index		Mainframe	72 Hours
4	4	DJ - Treasurer Bail Bond General Ledger		Mainframe	72 Hours
4	4	DM - Jury Payment System		Mainframe	72 Hours
4	4	DV - Voter Registration / History		Mainframe	72 Hours
4	4	DX - Welfare Property Nutrition food stamps		Mainframe	72 Hours
4	4	EM - Electronic Mail		Mainframe	72 Hours
4	4	ET - Employee TB Tracking System (CICS)		Mainframe	72 Hours
4	4	EV - CJIS County Clerk Evidence Tracking		Mainframe	72 Hours
4	4	FAMIS - Work Order		Server - Windows	72 Hours
4	4	FI - Deposit Management		Mainframe	72 Hours
4	4	FJ - CJIS Fugitive Case Tracking		Mainframe	72 Hours
4	4	IT - Inmate TB Tracking System (CICS)		Mainframe	72 Hours
4	4	JC - Jail Chain		Mainframe	72 Hours
4	4	JD - CJIS Judicial Scheduling System		Mainframe	72 Hours
4	4	JH - Jury History (CICS)		Mainframe	72 Hours
4	4	JP - Justice of the Peace Accounting		Mainframe	72 Hours
4	4	JS - Justice Security Terminal		Mainframe	72 Hours
4	4	KY - Payroll Benefits (CICS)		Mainframe	72 Hours
4	4	MC - Justice Technical Support		Mainframe	72 Hours
4	4	MF - Misdemeanor Case assignment		Mainframe	72 Hours
4	4	MS - Data Support Mgmt System		Mainframe	72 Hours
4	4	NL - 911 system		Mainframe	72 Hours
4	4	OF - Offense		Mainframe	72 Hours
4	4	PA - Passport system		Mainframe	72 Hours
4	4	PB - Probate system		Mainframe	72 Hours
4	4	PD - Public Defender Tracking System		Mainframe	72 Hours
4	4	PG - Program Generator		Mainframe	72 Hours
4	4	PT - Pretrial Release		Mainframe	72 Hours
4	4	PW - Civil Papers Personnel Statistics		Mainframe	72 Hours
4	4	RC - Civil Cash System		Mainframe	72 Hours
4	4	SA - ADABAS Backup		Mainframe	72 Hours
4	4	ST - Teleprocessing Maintenance		Mainframe	72 Hours
4	4	TA - Time and Attendance		Mainframe	72 Hours
4	4	TE - TP Effectiveness		Mainframe	72 Hours
4	4	TR - CJIS State Electronic Reporting (CICS)		Mainframe	72 Hours
4	4	WR - Work Release Accounting		Mainframe	72 Hours
5	4	MT - Switcher Support		Mainframe	72 Hours
5	4	OP - Data Services Operations Support		Mainframe	72 Hours
5	4	SL - Tape Library Maintenance		Mainframe	72 Hours
5	4	SY - Systems Support		Mainframe	72 Hours
5	4	ZK - ZEKE Backup / Utilities		Mainframe	72 Hours

ATTACHMENT B

The data below does not include any allocations for space or power expense for County options but these are real costs that would be incurred and will reduce the difference between the options. In addition, build-out of any County facilities not currently set up for computer operations such as the Garland Government Center will require more expense than the minor changes shown below.

	COUNTY FACILITY	THIRD PARTY FACILITY	
Phase 1 (August 2011)			
ONE-TIME COSTS	COST	COST	NOTES
Redundant network	\$254,184	\$254,184	If primary Data Center network connections are disrupted, allows remainder of county to maintain network access. Includes a redundant internet connection.
Disk storage for critical data	\$500,000	\$500,000	NetApp SAN storage for DR site
Server environment for critical MS Windows applications	\$320,000	\$320,000	Physical hardware, VMware licenses, OS, SQL Clusters
Miscellaneous hardware, software, licensing and professional services to complete DR	\$250,000	\$250,000	Estimate for support items and unknown items that become apparent during the effort.
Construction / make ready cost for County Facility *	\$25,000	\$0	Estimated costs based upon using available space with minor changes to accommodate basic DR needs (320 sq ft).
	\$1,349,184	\$1,324,184	
RECURRING ANNUAL COSTS	COST	COST	NOTES
Network Costs	\$55,443	\$55,443	Recurring line charges and internet usage
Third Party Off-Site DR Facility	\$0	\$135,000	Based on initial 25KW
	\$55,443	\$190,443	
Total Costs for Phase 1	\$1,404,627	\$1,514,627	
Phase 2 (May 2012)			
ONE-TIME COSTS	COST	COST	NOTES
Disk storage for critical data	\$60,000	\$60,000	NetApp SAN storage for DR site
	\$60,000	\$60,000	
RECURRING ANNUAL COSTS	COST	COST	NOTES
Network Costs	\$55,443	\$55,443	Recurring line charges and internet usage
Third Party Off-Site DR Facility	\$0	\$135,000	Based on initial 25KW
DR / Server Administrator	\$70,000	\$70,000	
	\$125,443	\$260,443	
Total Costs for Phase 2	\$185,443	\$320,443	
Phase 3 (December 2013)			
ONE-TIME COSTS	COST	COST	NOTES
Disk storage for critical data	\$110,000	\$110,000	NetApp SAN storage for DR site
Server environment for critical MS Windows applications	\$42,000	\$42,000	Physical hardware, VMware licenses, OS, SQL Clusters
Server environment for critical AIX applications (Oracle)	\$430,220	\$430,220	Physical hardware, AIX, Oracle Licenses, Storage
Miscellaneous hardware, software, licensing and professional services to complete DR	\$50,000	\$50,000	Estimate for support items and unknown items that become apparent during the effort.
	\$632,220	\$632,220	
RECURRING ANNUAL COSTS	COST	COST	NOTES
Network Costs	\$55,443	\$55,443	Recurring line charges and internet usage
Third Party Off-Site DR Facility	\$0	\$135,000	Based on initial 25KW
DR / Server Administrator	\$70,000	\$70,000	
	\$125,443	\$260,443	
Total Costs for Phase 3	\$757,663	\$892,663	
Costs for Phase 1	\$1,404,627	\$1,514,627	
Costs for Phase 2	\$185,443	\$320,443	
Costs for Phase 3	\$757,663	\$892,663	
DR Costs thru FY2013 (3 yrs)	\$2,347,733	\$2,727,733	



DALLAS COUNTY
Office of Information Technology

Date: March 22, 2011
To: Dallas County Commissioners Court
From: Dave Manigold, Tatum
Through: Darryl Martin, Administrator
Subject: Dallas County IT Reorganization

BACKGROUND

The Tatum Change Leadership team first completed a realignment of reporting relationships for the DCIT staff effective December 1, 2010. The Tatum Change Leadership team then reorganized the IT Project Management Office, eliminating a quality assurance group that was no longer needed, while adding needed project managers and business analysts. Subsequently, the Tatum Change Leadership team was asked to perform a "structural" reorganization, focusing on job descriptions, compensation, authorized positions, performance of incumbents and other processes whose improvement would benefit the management of the DCIT organization.

This set of recommendations has been reviewed and approved by the Dallas County Administrator, Dallas County Budget Director, and Dallas County Human Resources Director.

The purpose of this briefing is to present recommendations regarding structural reorganization of DCIT and to seek Commissioners Court approval for DCIT to work through Dallas County Human Resources and the Dallas Civil Service Commission as appropriate to implement these recommendations.

OPERATIONAL IMPACT

The structural recommendations contained in this briefing will operationally impact the DCIT organization positively. Jobs descriptions will be redefined at appropriate levels promoting increased responsibility and career pathing opportunities. In addition, eliminating authorized positions that are not being used and replacing them with others that are more critical will positively impact DCIT's ability to respond to its customers. Finally, changes to the process that govern the daily management of the DCIT staff will make the staff more accountable for their performance and DCIT management team more able to enforce that accountability.

Specifically the recommendations are:

1. Re-title the Assistant Chief, IT Customer Service job description to Manager, IT Customer Service
2. Re-grade the Software Support Manager from level NM to level OM to reflect increased responsibilities
3. Re-grade the IT Enterprise Security Officer job description from OM to NM
4. Add Business Analyst job description
5. Combine Senior Programmer and Senior Developer job descriptions (duplicate)
6. End "interim" salary increases for senior DCIT management positions
7. Adjust compensation for individuals demonstrating high performance once a Human Resources salary review determines eligibility
8. Substitute recommended new authorized positions in place of positions not to be filled
9. Remove high level DCIT positions (job grade JM and higher) from Civil Service

STRATEGIC PLAN COMPLIANCE

The approval to proceed with this reorganization is consistent with Strategy 1.2: Elected Officials reach alignment and consensus on roles, responsibilities and functions of Dallas County Government.

LEGAL IMPACT

There is no legal impact.

FINANCIAL IMPACT

This reorganization will result in an annual savings **\$9,168** to the DCIT budget. The detailed financial impact of the fully implemented steps is shown below in Appendix A.

M/WBE

N/A

RECOMMENDATION

The Office of Information Technology recommends that the Commissioners Court approve the proposed recommendations and direct the Dallas County Human Resources department to work with DCIT management on their implementation.

Recommended by:

Dave Manigold, Tatum

Darryl Martin, County Administrator

Attachment A: Financial Impact

Attachment B: Recommendation Detail

Attachment A – Financial Impact

<i>Action:</i>	<i>Additional</i>	<i>Savings</i>	<i>Net</i>
Re-Grade Software Support Managers	\$2,500	\$0	\$2,500
Revoke "interim" pay increases	\$0	\$3,606	(\$3,606)
Salary adjustments	\$3,538	\$0	\$3,538
Open positions not to be filled	\$0	\$28,680	(\$28,680)
Recommended positions addition	\$25,484	\$0	\$25,484
Monthly Change Subtotal	\$31,522	\$32,286	(\$764)

Attachment B – Recommendation Detail

Recommendation 1 - Re-title the Assistant Chief, IT Customer Service job description to Manager, IT Customer Service

- Job Title Change
 - Assistant Chief, IT Customer Service
 - Currently reports to Assistant Chief, Operations
 - See DCIT Organization Chart
 - Previously reported to the CIO
 - **Recommendation**
 - Change job title to Manager, IT Customer Service
 - Retain job grade MM
 - **No monthly personnel expense impact**

Recommendation 2 - Re-grade the Software Support Manager from level NM to level OM to reflect increased responsibilities

- Job Description Re-Grading
 - Software Support Manager
 - Currently reports to Chief Information Officer
 - Previously reported to Assistant Chief, IT Application Support and Development (position eliminated)
 - **Recommendations**
 - Increased responsibilities for community/dept. service, partnership, communications
 - Direct reports will range from 8 to 16 professionals
 - Rewrite job description to reflect increased responsibilities
 - Raise job grade from NM to OM, 3 of 4 incumbents to mid-point of salary range
 - **Monthly personnel expense increase - \$2,500**

Recommendation 3 - Re-grade the IT Enterprise Security Officer job description from OM to NM

- Job Description Re-Grading
 - IT Enterprise Security Officer
 - Currently reports to Assistant Chief, Operations
 - Previously reported to CIO
 - **Recommendations**
 - Rewrite job description to reflect realistic responsibilities
 - Reduce job grade from OM to NM
 - Position job properly
 - **No monthly personnel expense impact**

Recommendation 4 - Add Business Analyst job description

- Short Term Job Description Additions
 - Add Business Analyst job description
 - Senior Business Analyst job description (existing) is too much of a jump for a viable career path from other existing job grades
 - **Recommendation**
 - Add job description at job grade IM or JM
 - **No monthly personnel expense impact**

Recommendation 5 - Combine Senior Programmer and Senior Developer job descriptions (duplicate)

- Short Term Job Description Additions/Changes
 - Combine Senior Programmer and Senior Developer
 - Duplicate job descriptions
 - **Recommendation**
 - Combine into single Senior Programmer in current job grade (LM)
 - **No monthly personnel expense impact**

Recommendation 6 - End “interim” salary increases for interim senior DCIT management positions

- Rescind “Interim” salary increases for acting positions no longer in effect
 - Acting CIO
 - Acting Assistant Chief, IT Application Support and Development
 - Salaries increased during interim period after departure of previous incumbents
 - **Recommendations**
 - Return to prior compensation as Assistant Chief, Operations
 - Return to prior compensation as Software Support Manager
 - **Monthly personnel expense reduction - \$3,606**

Recommendation 7 - Adjust compensation for individuals demonstrating high performance once a Human Resources salary review determines eligibility based on their qualifications

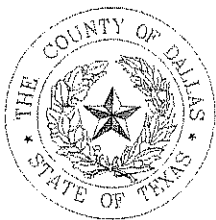
- Analysis of salary compared to performance
 - Criteria for identifying people who should be considered for adjustment
 - People in lower 40% of pay within job grade who are also above the DCIT staff median performance appraisal rating (currently 3.3)
 - Longer than 2 years in current job description
 - Validated through management discussions
 - Demonstrated value in DCIT Change Leadership environment
 - **Recommendation**
 - We request HR's salary review of employees meeting the above criteria, to determine salary adjustment eligibility based on current qualifications
 - It is recognized that this is appropriate only within the context of this overall reorganization that achieves a net neutral expense impact
 - Increase salaries to max in-hire for eligible individuals (expect 5, to job grade mid-point)
 - **Monthly personnel expense increase - \$3,538**

Recommendation 8 - Substitute recommended new authorized positions in place of positions not planned to be filled

- Analysis of alternative uses for open positions not needed
 - Current open positions not planned to be filled
 - Assistant Chief, Application Support and Development (job grade PM)
 - IT Enterprise Architect (job grade OM)
 - Software Support Manager (mainframe applications) (job grade NM)
 - IT Technology Buyer (job grade E)
 - Additional positions recommended
 - Senior Project Manager (job grade NM)
 - Senior Server Administrator (job grade JM)
 - Senior Network Engineer (job grade NM)
 - Technical Support Analyst (job grade GM)
 - **Recommendation**
 - Approve additional recommended positions in lieu of existing open positions
 - **Monthly personnel expense reduction - \$3,196**

Recommendation 9 - Remove high level (job grade JM and higher) from Civil Service

- Civil Service regulations make it very difficult to deal on a timely basis with poor performance, especially for senior technical staff and management personnel whose positions require a level of expertise that brings a corresponding expectation of delivered results.
 - **Recommendation**
 - Remove all job grades JM and above from Civil Service
 - 59 of 76 authorized positions



DALLAS COUNTY
COMMISSIONERS COURT ADMINISTRATION

DATE: March 22, 2011
 TO: Commissioners Court
 THROUGH: Darryl Martin, Court Administrator
 FROM: Patrece S. Richardson, Project/Policy Analyst
 SUBJECT: Dallas County Code Chapters 82 and 86 Policy Revisions--Comments Received

11 MAR 16 PM 2:48

DALLAS COUNTY
COMMISSIONERS COURT

Background

The recommended policy revisions are being submitted for same day briefing and court order approval by Commissioners Court. This submission is due to unforeseen circumstances surrounding the resolution of legal's review of the policy revisions.

On January 18, 2011, recommended revisions to various sections of the Dallas County Code Chapters 82 and 86 were briefed to Commissioners Court by Human Resources/Civil Service. These sections included:

Section 82-313.	Change in Family
Section 82-388.	Termination Benefits
Section 82-471.	Administrative discretion; guidelines
Section 82-502.	Jury Duty
Section 82-521.	Definition of Special Duty
Section 86-95.	Recruitment Process—Recruiting strategy (3) other factors to be considered
Section 86-97.	Interview/Selection Process (4) Verification of educational/certification/license qualifications.

The Department requested the Court review the proposed revisions and approve the distribution of the information for a 30 day review/comment period. Inasmuch, the comments and questions received are shown below.

Review 1: Tax Assessor/Collector's Office

John Ames/Candi Scarso has the following comments as related to the following:

Sec. 86-95. Recruitment process - Recruiting strategy.

j. Other outstanding/unresolved issues – An applicant with outstanding and/or unresolved issues, e.g., taxes, liens, lawsuits, parking and/or speeding tickets or in any way owes money to the county should cause an applicant to be ineligible for employment until each is resolved.

k. Current employees – Current employees are not eligible for personnel actions of any type.

e.g. promotions, transfers, reassignments, until such time as all pending litigation, outstanding warrants and other outstanding/unresolved issues have been resolved to the County's satisfaction.

I like that this has been addressed in the code; however, "County's satisfaction" is vague... are we talking County Auditor, Treasurer, Commissioner's Court, Department Head or all of the above. Should there be some verbiage here regarding consequences if issues are not resolved?

Human Resources/Civil Service Response:

The Human Resources/Civil Service Department has modified the policy language identified by the Tax Assessor/Collector to better clarify how the resolution of criminal charges/outstanding warrants will be recognized. Additionally, revisions have been made in accordance with March 8, 2011 Court Order No. 2011-474, repealing Court Order No. 2009-1246.

- i. Criminal charges/Outstanding warrants. An applicant with outstanding warrants of any kind should cause the applicant to be ineligible for employment until the warrant is resolved. An applicant or current employee (e.g., seeking a promotional, transfer, or reassignment opportunity) who has criminal charges pending or who has any outstanding warrants is ineligible for the employment action with Dallas County. For the purpose of this policy intent, minor traffic violations are not considered a misdemeanor criminal charge; however, an outstanding warrant resulting from a minor traffic violation shall cause the individual to be ineligible for employment consideration until the pending criminal charges/outstanding warrants have been resolved through the applicable court system. The department must provide proof of payment of the fines for the violation(s) to the human resources/civil service department.
- j. Other outstanding/unresolved issues. An applicant under consideration for hire or current employee (e.g., seeking a promotional, transfer, or reassignment opportunity) who owes any unpaid fees, fines and/or taxes (e.g., delinquent property taxes) to the county may cause the individual to be ineligible until he/she has paid the fees and/or fines, or has entered into a payment agreement and/or is current with the payments. The department must provide proof of payment or payment arrangements to the human resources/civil service department.
- k. Employees returning to work for Dallas County. Employees returning to work for the county after voluntarily or involuntarily leaving will be treated as a new hire subject to all requirements and new hire processes, unless other specific policies apply. Retired employees wishing to return to work for the county must sign a Re-employment of Retiree Affidavit form. (See Section 86-572 – Reemployment Policy).

Impact on Operations

The policy revisions provide clarification and guidance to supervisors, managers, and employees when addressing these issues.

Legal Review

The Civil Section of the District Attorney's Office reviewed the policies.

Strategic Plan Compliance

Recommendations in this briefing are consistent with Dallas County's Strategic Plan Vision 1: Dallas County is a model interagency partner.

Recommendation

The Court Administration recommends Commissioners Court approve the revised sections of the county code as shown in the attachment for inclusion in the Dallas County Code.

ARTICLE III. EMPLOYMENT PRACTICES*

*State law references: County employment authority, V.T.C.A., Local Government Code § 151.001 et seq

DIVISION 1. HIRING POLICY

*Editor's note: Court Order No. 2001-655, adopted April 3, 2001, amended the employment hiring policy in its entirety, in effect superseding provisions formerly set out as art. III, div. 1, §§ 86-91--86-106, of this chapter, which derived from the Administrative Policy Manual, § A(5.01--5.18). See the Code Comparative Table for a detailed analysis of inclusion of Ord. No. 2001-655.

Sec. 86-90. Policy of Dallas County.

Dallas County values the diverse backgrounds, experiences, knowledge and skills of all individuals, including applicants and employees. Treating individuals with dignity and respect is one of our core values. Our goal is to create and foster a work environment that offers equal employment opportunities and fair treatment to all applicants and employees without regard to race, religion, color, national origin, sex (including pregnancy), age, disability, sexual orientation or political affiliation. This policy includes, but is not limited to, all decisions relating to the employment process (recruiting and hiring), employment actions, compensation, benefits, disciplinary actions, application of policies and procedures and any other terms or conditions of employment.

(Ord. No. 2009-0241, 2-3-2009)

Sec. 86-91. Purpose.

The purpose of this policy is to ensure that hiring departments utilize sound, consistent and effective personnel selection methods to identify the best suited applicant to fill vacant positions in the county. This policy complies with applicable federal, state and local laws and statutes.

(Ord. No. 2001-655, §§ 5.00, 5.01, 4-3-2001; Ord. No. 2001-1889, 10-2-2001; Ord. No. 2009-0241, 2-3-2009)

Sec. 86-92. Creation of a position.

- (a) There are two legal county entities involved in the creation of a position in Dallas County. They are:
 - (1) Dallas County Commissioners Court – approves departmental request for new positions; and

- (2) Dallas County Civil Service Commission – approves the classification, compensation and job description of positions for their inclusion in the County's Compensation System.
- (b) The county defines its organizational structure by positions and employees carry out the functions and duties of the position, therefore:
- (1) Every full-time, part-time and temporary employee in the county must be assigned to a position with an assigned position number;
 - (2) There must be at least one funding source for each position and if there is more than one funding source that is used, the sum of the proportions of all funding sources must total 100 percent; and
 - (3) The county uses an integrated HR/payroll/finance system as a mechanism for position control and in the system, each position has a job title, job code, location and an assigned position number.
- (c) When creating a county position, the requesting elected official/department head should follow this process:
- (1) Initiate a position request with the office of budget and evaluation (OBE);
 - (2) OBE reviews and makes recommendation to commissioners court;
 - (3) If commissioners court approves recommendation, OBE then forwards to human resources/civil service department (HR);
 - (4) HR works with requesting department and forwards recommendation on job description, compensation and placement in the county's job classification system to the civil service commission; and
 - (5) If approved by the Civil Service Commission, the auditor's office assigns a position number to the position allowing the requesting department to post and/or hire applicants.

(Ord. No. 2001-655, § 5.02, 4-3-2001; Ord. No. 2001-1889, 10-2-2001; Ord. No. 2009-0241, 2-3-2009)

Sec. 86-93. Job posting.*

Once a position has been created in the county's classification system, all positions (except those defined as category A positions) must be posted or announced through the Dallas County iRecruitment System. The hiring process, a completely automated process (iRecruitment), is designed to provide managers/supervisors or designees the ability to post their vacant positions and receive applications utilizing a paperless process with limited external intervention. Effective January 1, 2009, all departments are

required to utilize this hiring system or will work with HR to implement as soon as feasible.

The type of recruiting strategy will determine the length of time a position will be posted. The following guidelines shall apply:

- (1) If the hiring department is interested in recruiting internal and external applicants, the hiring department shall:
 - a. Post non-exempt and exempt positions for the standard posting minimum period of ten or fifteen working days, respectively; or
 - b. Request a reduced number of posting days from HR with the minimum being five working days; or
 - c. Post hard-to-fill and/or other professional positions until filled (typically up to 30 days);

- (2) If the department is only interested in recruiting county employees, the position vacancy will be posted on the iRecruitment Internal Site only for:
 - a. in-house applicants for a minimum of five working days or
 - b. intra-departmental applicants for a minimum of ~~five~~ or three working days, respectively.

(Ord. No. 2001-655, § 5.03, 4-3-2001; Ord. No. 2001-1889, 10-2-2001; Ord. No. 2009-0241, 2-3-2009)

Sec. 86-94. Request to post.

To post a position, the hiring department must create and submit a job posting through the iRecruitment System. After submission, the following process shall take place:

- (1) Auditor's Office verifies the availability of funds, existence of the position number and termination status of last incumbent.
- (2) Human resources/civil service department reviews the job title, salary range, location, and closing date. Only job duties and job qualifications approved by the civil service commission shall be included in the job posting as a requirement.

(Ord. No. 2001-655, § 5.04, 4-3-2001; Ord. No. 2001-1889, 10-2-2001; Ord. No. 2009-0241, 2-3-2009)

Sec. 86-95. Recruitment process - Recruiting strategy.

The human resources/civil service department and the hiring department shall recruit qualified applicants through a variety of sources such as local newspapers and other publications, job fairs and career days. The hiring department may request additional

recruiting efforts by contacting the human resources/civil service department's recruiter. In addition:

- (1) Hiring departments are encouraged to recruit for their positions. When discussing career opportunities with potential applicants, the hiring department shall direct applicants to apply via the county's online recruitment system (iRecruitment).
- (2) HR will work directly with departments requiring documents with an original signature (For example, the Sheriff's Department).
- (3) Other factors to be considered:
 - a. Americans with Disabilities Act (ADA). The county's employment and selection process will provide reasonable accommodations to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990 (ADA). Requests for employment accommodation may be made to the employee relations specialist in the human resources/civil service department.
 - b. Minimum age requirements. Persons 16 to 18 years of age may be hired in non-hazardous positions. Occupations declared to be hazardous to persons between 16 and 18 years of age by the Department of Labor include: motor vehicle driver and outside helper, operating power-driven machines, elevators and power-driven hoisting equipment, chain saws, circular saws and guillotine shears, and roofing, and excavation labor. Persons under the age of 16 years will not be employed by the county, unless they are hired through programs approved by commissioners court (i.e., summer youth, work study, etc.). All appointees shall have attained the minimum age of 16 years and must be able to provide a proof of age certificate (either state issued driver's license or identification card, or birth certificate).
 - c. Selective service. Every male who is 18 years old, but has not yet attained the age of 26 years old, seeking employment with the county, shall submit documentation verifying his registration or exemption from registration with the Federal Selective Service System.
 - d. Residency requirements. All department heads appointed by and reporting directly to commissioners court and have a full-time employment date of May 1, 1991, or after, must reside in Dallas County. (See section 86-191 for specific details.)

- e. Nepotism. Applicants who have immediate family members presently working in a department will not be allowed to work in the same department. (See section 86-241 for specific details.)
- f. Verification of employment eligibility. Dallas County employs only U.S. citizens and lawfully authorized non-U.S. citizens. All new employees must show employment eligibility verification and complete the Employment Eligibility Verification Form I-9, as required by U.S. Citizenship and Immigration Services, to be in compliance with the Immigration Reform and Control Act of 1986. Original documents from either list A, or list B and C must be reviewed in the presence of the employee. Photocopies of the documents cannot be accepted. For a list of acceptable documents (as indicated on Form I-9) please visit <http://www.uscis.gov/i-9>.
- g. Employment Eligibility Verification. An I-9 Form must be completed within three business days of the employee's hire date. In the event an employee is unable to provide evidence of employment eligibility within the time limits required by law, the employee either will not be hired or will be terminated. Employees who are not eligible to continue employment due to an expired work authorization date will be terminated.
- ~~h. With the elected officials concurrence, no applicant for employment with Dallas County can be hired who has civil litigation pending against Dallas County and/or its elected officials, directors, managers, supervisors or employees or who has been found by the Texas Workforce Commission to have been discharged for misconduct.~~
- h. Criminal charges/Outstanding warrants. An applicant with outstanding warrants of any kind should cause the applicant to be ineligible for employment until the warrant is resolved. An applicant or current employee (e.g., seeking a promotional, transfer, or reassignment opportunity) who has criminal charges pending or who has any outstanding warrants is ineligible for the employment action with Dallas County. For the purpose of this policy intent, minor traffic violations are not considered a misdemeanor criminal charge; however, an outstanding warrant resulting from a minor traffic violation shall cause the individual to be ineligible for employment consideration until the pending criminal charges/outstanding warrants have been resolved through the applicable court system. The department must provide proof of payment of the fines for the violation(s) to the human resources/civil service department.

- i. Other outstanding/unresolved issues. An applicant under consideration for hire or current employee (e.g., seeking a promotional, transfer, or reassignment opportunity) who owes any unpaid fees, fines and/or taxes (e.g., delinquent property taxes) to the county may cause the individual to be ineligible until he/she has paid the fees and/or fines, or has entered into a payment agreement and/or is current with the payments. The department must provide proof of payment or payment arrangements to the human resources/civil service department.
- i. Employees returning to work for Dallas County. Employees returning to work for the county after voluntarily or involuntarily leaving will be treated as a new hire subject to all requirements and new hire processes, unless other specific policies apply. Retired employees wishing to return to work for the county must sign a Re-employment of Retiree Affidavit form. (See Section 86-572 – Reemployment Policy).

(Ord. No. 2001-655, § 5.05, 4-3-2001; Ord. No. 2001-1889, 10-2-2001; Ord. No. 2009-0241, 2-3-2009)

ARTICLE VII. PAYROLL DEDUCTIONS DURING LEAVE WITHOUT PAY*

***State law references:** Deductions from compensation, V.T.C.A., Local Government Code § 155.001 et seq.

DIVISION 1. GENERALLY

Secs. 82-291--82-310. Reserved.

DIVISION 2. LEAVE*

***State law references:** Leave of absence for military service, V.T.C.A., Government Code § 431.005.

Subdivision I. In General

Sec. 82-311. Notification of absence.

Regular attendance is important to the overall operation of the department. If, for any reason, an employee is unable to report for work, notification shall be made to the employee's immediate supervisor at the earliest time possible in accordance with the notification or call-in procedures established by the department. Based on prior or timely notification, the department shall determine an employee's eligibility to receive paid leave.

(Admin. Policy Manual, § B(3.00))

Sec. 82-312. General policies.

- (a) Effective date of employment shall mean the day from which an employee's time in grade and length of service is calculated in order to accumulate leave.
- (b) Effective date of an employee's termination will be the last actual day the employee worked for the county or the last day of any authorized leave time approved by commissioners court. The leave time must be court ordered through commissioners court. Any accrued leave benefits that are eligible for payment as of the employee's termination date will be paid on the employee's last paycheck.
- (c) For employees who commence employment on the first through the 15th, their effective date of employment will be the first of that month. For employees who commence employment after the 15th of the month, their effective date of employment will be the first of the following month. Employees' effective date of employment for accrual purposes is the first day the employee works full time.

- (d) Vacation and sick leave accrual will be calculated from the start of the employee's first full pay period as a full time regular employee.
- (e) Regular, part-time; temporary, full-time; and temporary, part-time employees do not receive paid sick leave or vacation leave benefits.
- (f) Employees will accrue vacation and sick leave benefits for all or a prorated part of any pay period for which they are in a paid assignment status after they become an eligible employee (see subsection (d) of this section). In no case does an employee accrue benefits while on workers compensation.

(Admin. Policy Manual, § B(3.01--3.06); Ord. No. 2001-1506, 8-14-2001)

Sec. 82-313. Change in family status.

- (a) The act of going out on leave and the act of returning from leave constitutes a change in family status under section 125 of the IRS code. Employees will be required to complete a family status change form (Exhibit BB) upon return to work.
- (b) In order to reenter the cafeteria plan (pre-tax funding) upon return to work, the employee must have completed and filed with the personnel/civil service department, a family status change form (Exhibit BB).
- (c) Terminated employees who reenter the plan during the same plan year must reenter exactly the same coverage they had at the time of termination or enter the plan on a post-tax basis.
- (d) For the purpose of insurance premiums and dependent care spending accounts, upon taking the leave without pay, the employee can make changes to his elections as a result of lifestyle change event. Upon resumption of full-time work, the employee can make another change to his elections as a result of a lifestyle change event.
- (e) The following are considered changes in family status under section 125 of the IRS code:

- (1) Legal marital status;
- (2) Number of dependents;
- (3) Employment status;
- (4) Residence or work site;
- (5) Unmarried dependent status;

(Admin. Policy Manual, § B(2.40--2.43))

Secs. 82-314--82-330. Reserved.

Subdivision II. Family and Medical Leave*

*Federal law reference--Family and Medical Leave Act, 29 USC 2601 et seq.

Sec. 82-331. Benefits while out on Family and Medical Leave Act (FMLA).

Medical coverage and other benefit options (dental coverage, life, AD&D, dependent life) will continue during FMLA leave unless an employee chooses not to retain dependent health coverage, if any, and other optional benefits during FMLA leave. In such case, coverage will be reinstated at the same benefit levels as prior to taking leave when the employee returns from leave without any qualifying period, physical examination, exclusion of preexisting conditions, etc.

For a full review of the FMLA, see Secs 82-601 through 82-607.

(Admin. Policy Manual, § B(2.26))

Sec. 82-332. Decision deadline.

Employees who qualify for entitlement under FMLA must make a decision to maintain medical coverage and other benefit options (dental coverage, life, AD&D, dependent life) within 30 days prior to the onset of leave when the leave is foreseeable or within 30 days of the onset of the actual FMLA leave. While out on a leave, employees have options from which they can choose to elect.

(Admin. Policy Manual, § B(2.27))

Sec. 82-333. Payment of monthly premiums.

Employees will be required to pay their share of the monthly premiums ~~in the following manner based on their election:~~

- (1) Through payroll deduction when the FMLA leave is substituted paid leave;
- (2) Prepayment payroll deduction at the employee's option (pre-tax); or
- (3) By making biweekly ~~monthly~~ premium payments payable to the county on payday ~~the first day of each month on the same schedule as payments are made under COBRA.~~

(Admin. Policy Manual, § B(2.28))

Sec. 82-334. Coverage to cease upon late payment.

If an employee chooses to make monthly premium payments and the employee's premium payment is more than 30 days late, coverage will cease as of the last day for which premiums were paid. In such case, coverage will be reinstated at the same benefit levels as prior to taking leave when the employee returns from leave without any qualifying period, physical examination, exclusion of preexisting conditions, etc.

(Admin. Policy Manual, § B(2.29))

Sec. 82-335. Failure to return from leave.

If an employee notifies the county of his intent not to return from FMLA leave or fails to return from leave, coverage will cease and the employee will be notified of his rights under COBRA. The COBRA event does not occur until the employee in a FMLA status fails to return to work at the appointed time. Therefore, any coverage not continued during FMLA status will

not be eligible to be continued under COBRA. COBRA requires continuation of coverage that is in effect on the day of the COBRA event.

(Admin. Policy Manual, § B(2.30))

Sec. 82-336. Recovery of premiums.

The county will recover premiums it paid for maintaining group health plan coverage during FMLA leave when circumstances allow for their recovery as provided under the FMLA entitlement provisions.

(Admin. Policy Manual, § B(2.31))

Sec. 82-337. County's continuation of contribution.

Although the FMLA mandates only continued group health plan coverage, the county will continue its contribution, if any, to the Flexible Spending Accounts (FSA) during the period of FMLA leave since the county's contribution is provided as paid medical coverage.

(Admin. Policy Manual, § B(2.32))

Sec. 82-338. Suspended flexible Unreimbursed healthcare spending accounts guidelines.

The following guidelines apply to the ~~reimbursed healthcare~~ suspended flexible spending accounts while on FMLA:

- (1) If the employee chooses to stop his contribution during the period of leave, contributions will begin again when the employee returns from leave.
- (2) No changes in the amount contributed can be allowed.
- (3) Reimbursements will be made only for expenses incurred during the time contributions are made. Advance payments can continue to be made.
- (4) If an employee chooses to continue to make contributions during the leave without pay on a post-tax basis, the pre-tax election will be continued upon resumption of full-time work.
- (5) If an employee chooses, a prepayment payroll deduction (pre-tax) can be arranged.

(Admin. Policy Manual, § B(2.33))

Secs. 82-339--82-360. Reserved.

Subdivision III. Sick Leave* (This section reflects recent court approved policy language: Court Order# 2009 1225-July 7, 2009.)

*State law references: Sick leave, V.T.C.A., Local Government Code § 157.071 et seq.

Sec. 82-361. Purpose.

(a) Paid sick leave is provided to continue the salary of eligible employees who are absent from work because of illness, injury, disability, or medical appointments. Eligible employees may use sick leave for illness of, injury to, or need to obtain medical or dental consultation for the employee and/or other eligible family members. Employees are encouraged to conserve sick leave usage in the event of long-term or catastrophic illness.

(b) This policy provides uniform guidelines for the accrual and use of sick leave. Employees are encouraged to review the Family and Medical Leave Policy and the Leave of Absence Policy for guidelines related to the use of sick leave while off work on these programs.

Sec. 82-362. Eligibility for Sick Leave Accruals.

(a) Dallas county provides sick leave for all regular, full-time employees as follows.

- (1) Sick leave accrues at the rate of 3.692 hours per pay period or 96 hours per year and is calculated from the start of the employee's first full pay period as a regular, full-time employee. Sick leave will accrue while the employee is on paid leave for sick leave, vacation, compensatory time taken, or paid leave of absence. Sick leave does not accrue while the employee is on Workers Compensation or Leave of Absence without pay.
- (2) Sick leave may accrue to an employee without limitation.

(Admin. Policy Manual, § B(3.07, 3.09); Ord. No. 2001-1506, 8-14-2001)

Sec. 82-363. Notification of absence due to illness.

- (a) Attendance is important to all departmental operations. All employees must notify their immediate supervisor on **each** day of absence or in accordance with the notification or call-in procedures established by the department. Payment of sick leave may be denied and/or disciplinary action taken if proper notification is not received by the specified time.
- (b) Each department reserves the right to require employees to provide a note from the treating physician anytime abuse is suspected and if there is a pattern or history of absenteeism or after more than three consecutive days absence to support the use of sick leave whether it is for the employee or other eligible family member, See the Family and Medical Leave Policy found at section 82-601 to 82-607 for more details regarding extended absences due to illness.
- (c) Paid sick leave may be denied if sufficient medical documentation is not provided as requested. Physician statements found to be false shall be grounds **for disciplinary action. Failure to report for work for three (3) consecutive days of absence without notice to the supervisor is considered job abandonment and is grounds for immediate termination at the discretion of the supervisor.**

Sec. Sec. 82-364. Utilization of Sick Leave.

Sick leave must be accrued before it can be taken and may be authorized when:

- (a) an employee is physically unable to perform job duties because of an illness or injury.
- (b) an employee is the primary caregiver for a member of the immediate family who is ill or incapacitated. For purposes of this policy, immediate family members are defined as husband, wife, child, stepchild, brother, sister, nephew, niece, stepbrother, stepsister, parent, stepparent, grandparent, grandchild, uncle, aunt, or any person serving as parent/guardian; or any relative living in the same household.
- (c) medical, dental, and optical appointments cannot be scheduled outside of normal work hours. Employees are encouraged to schedule planned medical appointments outside normal work hours, if possible, or in a manner that minimizes disruption of work operations such as early morning or late afternoon.
- (d) an employee is not eligible for salary continuation under the workers' compensation program; sick leave may be used in an amount to supplement workers' compensation. In no instance shall the combination of sick leave and workers' compensation benefits exceed the employee's gross pay.
- (e) an employee has exhausted all salary continuation under the workers' compensation program; sick leave may be used in an amount to supplement workers' compensation. In no instance shall the combination of sick leave and workers' compensation benefits exceed the employee's gross pay.
- (f) An employee who has completed six months or more service from effective date of employment and who is sick, injured or has a major operation may, with the approval of the employee's elected official/department head, borrow sick leave not to exceed three days. Upon termination (except in the case of death) a deduction for unearned sick leave will be made from the employee's last pay check.

(Admin. Policy Manual, § B(3.10--3.18); Ord. No. 2001-1506, 8-14-2001)

Sec. 82-365. Extended Sick Leave.

- (a) **Family and Medical Leave.** Employees who are absent from work due to personal illness, the illness or injury of a covered military service member, or the illness of a minor child, parent or spouse for more than three (3) consecutive days or three (3) days over a three month period may be eligible for family and medical leave. To initiate protections afforded by family and medical leave, employees are required to provide satisfactory documentation of a serious health condition by submitting medical certification from the treating health care provider (FMLA) and the family and medical leave request form. Sick leave shall be used concurrently with family and medical leave. Other forms of paid leave (vacation, holiday credit, personal day) shall be used concurrently as well. **For example, the employee takes family and medical leave due to the chronic illness of a parent. If paid leave accruals are available, the employee would be required to exhaust all sick leave, vacation leave, holiday credit and personal day before moving to a without pay status.** Under no circumstances shall an employee be placed in a leave of absence without pay status while paid time is available. See Family and Medical Leave Policy found at Section 82-601 to 82-607 for more details.

- (b) **Leave of Absence.** If approved for leave of absence, sick leave may be used if the employee is out due to his or a qualifying family member's illness. Sick leave shall run concurrently with leave of absence in this case. A leave of absence up to 90 continuous days may be granted at the discretion of the elected official/department head. See the Leave of Absence and Return to Work Policy found at Section 82-471 to 82-478 for more information.
- (c) **Long Term Disability.** The county provides long-term disability coverage for regular, full-time employees who are absent from work for more than six months. Employees who have long term illnesses should contact the benefits section of the human resources/civil service department for specific details.
- (d) **Termination.** Employees who are absent from work for any reason for more than six (6) months in a twelve month period shall be terminated unless exceptions have been granted by commissioners court or the Sheriff's Department Civil Service Commission.

Sec. 82-366. Exclusions.

- (a) Any periods of incapacity that result from involvement in illegal activities, the excessive use of alcohol or drugs, or use of illegal substances will not be allowable for sick leave purposes, unless the employee is under the treatment of a licensed physician or on an inpatient basis in a medically approved hospital/treatment facility.
- (b) Illness occurring while on vacation shall not be paid as sick leave unless the illness is a qualifying event as provided in the Family and Medical Leave Policy.
- (c) Sick leave shall not be used in conjunction with a disciplinary suspension without pay.

Sec. 82-367. Payroll and Recordkeeping.

Accruals and expenditures of sick leave are calculated and maintained by the county auditor's office. For payroll purposes, sick leave shall be expended in no less than one-tenth hour increments. (Language retained but moved from former Expending, Section). Usage of sick leave shall be reported via the county time and attendance tracking system as designated by the elected official/department head. Under no circumstances shall an employee be placed in a leave of absence without pay status while paid time is available. Supervisors are responsible for approving all sick leave reporting for their departments. However, the supervisors' approval does not excuse the absence unless the absence is related to family and medical leave.

Sec. 82-368. Employee Status Changes.

(a) Regular full-time employees who transfer to designated part-time positions shall be allowed to retain their sick leave accruals in the time and attendance system and utilize such leave consistent with the sick leave policy.

(b) This policy does not apply to employees who retire and who are re-employed. There can be no break in service.

Sec. 82-369. Sick leave termination benefits.

Employees who leave county employment are subject to sick leave termination benefits as follows:

- (a) Any employee who leaves the employment of the county for any reason other than reduction-in-force shall lose all right to accrued sick leave, except as provided in subsection (b) of this section.
- (b) Employees who terminate their employment after five complete years of continuous service with the county shall be paid a percentage of the balance of their accrued, but unused, sick leave as follows:

At Least (Years)	But Less Than (Years)	Percent of Final Daily Rate To Be Used
5	10	5
10	15	10
15	20	15
20	25	20
25	30	25
30	35	30
35	40	35
40	45	40
45	50	45
50	51 Plus	50

- (c) An employee who dies as a direct result of an on-the-job injury or illness will have his total accumulated sick leave paid to his beneficiary or estate. Beneficiary will be the same as that stated on the employee's county life insurance enrollment form on file in the auditor's office.

(Ord. No. 2000-1464, §§ 3.19--3.21, 7-25-2000)

Sec. 82-370. Abuse of Sick Leave.

(a) Extensive and/or questionable use of sick leave shall be reviewed by the employee's supervisor and/or department head in a timely manner. If the finding of the review indicates misuse, disciplinary action or termination of employment may be recommended. See the Attendance Policy found at Section 86-391 to 86-400 for more information.

(b) Each department reserves the right to substitute other forms of paid leave (vacation, compensatory time, personal day) in lieu of sick leave in cases of questionable use of sick leave or when sick leave accruals have been exhausted.

(c) Other than family and medical leave, sick leave is granted at the discretion of the

department head and no employee may demand such leave.

Secs. 82-364--82-380. Reserved.

(This section reflects recent court approved policy language: Court Order# 2009 1225-July 7, 2009.)

Subdivision IV. Vacation Leave provides periodic leave to ensure employees are energized and motivated to perform their job duties at an optimal level. While the main purpose of vacation leave is for rest and relaxation, the leave may also be used for personal business or obligations that promote work/life balance.

***State law references:** Vacation leave, V.T.C.A., Local Government Code § 157.072.

Sec. 82-381. Eligibility.

The county provides vacation leave for all regular, full-time employees. Vacation leave is accrued but cannot be used during the first six months of employment.

Sec. 82-382. Vacation leave accruals.

The following guidelines apply to vacation leave accruals:

(a) Accrual is based on the number of years of continuous service. The most recent hire date for continuous unbroken service will be used to calculate the length of service.

(b) Employees are not required to use all vacation leave and may carry over or retain a maximum of two weeks in addition to their normal annual accrual. Regular, full-time employees shall be entitled to vacation leave as follows:

Years of Service	Bi-weekly Accrual	Annual Accrual	Maximum Accrued Hours
0 to 6 years	3.077 hours	80 hours	160 hours
7 years to 15 years	4.615 hours	120 hours	200 hours
16 years and over	6.154 hours	160 hours	240 hours

Sec. 82-383. Scheduling and Usage of Vacation Leave.

(a) All vacation leave must be requested and scheduled in advance according to departmental procedures. Departments are encouraged to make every effort to accommodate the employee's leave request. However, vacation leave is subject to the approval of the employee's supervisor based upon the operational needs of the workgroup or department. The supervisor's approval of unplanned vacation leave or vacation leave taken in lieu of sick leave accruals does not excuse the absence and may be considered in the employee's attendance record.

(b) Employees of more than six months of employment will be eligible to expend only the amount of vacation leave they have accumulated as of the last day of the preceding pay period. Additionally, vacation leave may be used for the following purposes:

- (1) absences due to inclement weather conditions;
- (2) in conjunction with family and medical leave;
- (3) in conjunction with approved bereavement leave;
- (4) in conjunction with approved military leave;
- (5) other periods of absence for personal reasons;
- (6) vacation leave up to a maximum of 40 hour per week may be used to supplement workers' compensation.
- (7) non-family and medical leave personal illness when there are no available sick leave accruals. However, the department reserves the right to deny such usage where excessive tardiness and absenteeism are present.

(c) Other than family and medical leave, the department reserves the right to deny such use.

(d) Employees of more than six months will be eligible to expend only the amount of vacation leave they have accumulated as of the last day of the preceding pay period that they are requesting leave; however, vacation time may be advanced to the employee not to exceed three days upon approval of the elected official/department head. Should the employee leave the employment of the county before earning credit for the advanced vacation time, appropriate deductions for the time will be made from the employee's final county paycheck.

Sec. 82-384. Exclusions.

(a) Vacation leave shall not be used in conjunction with a disciplinary suspension without pay.

(b) Holidays occurring while on vacation leave shall not be counted as part of the vacation leave.

(c) Illnesses occurring while on vacation leave shall be paid as vacation leave unless the illness is a qualifying event as provided in the Family and Medical Leave Policy. To be charged to family and medical leave, medical documentation shall be required and the leave paid as sick leave provided sick leave accruals are available.

Sec. 82-385. Payroll and Recordkeeping.

Accruals and expenditures of vacation leave are calculated and maintained by the county auditor's office. Usage of vacation leave shall be reported by the county time and attendance tracking system as designated by the elected official/department head. Supervisors are responsible for approving all vacation leave reporting for their department and must ensure

accruals are available.

Sec. 82-386. Coordination with Other Leave.

(a) Employees are required to use vacation leave concurrent with family and medical leave and leave of absence, *For example, the employee requests to take family and medical leave due to the serious health condition of a spouse. If paid vacation or sick leave accruals are available, the employee will be required to use these accruals while on leave before moving to without pay status.*

(b) The department may require employees who accrue compensatory time to use available compensatory time rather than accrued vacation leave.

(c) See the Workers' Compensation Policy, Family and Medical Leave Policy, Leave of Absence Policy, and the Military Leave Policy for specific information regarding the use of vacation leave under these respective policies.

Sec. 82-387. Employee Status Changes.

(a) Regular, full-time county employees who transfer to designated part-time positions will be allowed to retain their vacation leave balances in the time and attendance system and to utilize such leave consistent with leave policy for time taken off during their regularly scheduled work hours.

(b) This policy does not apply to county employees who retire and then return to county employment. There can be no break in service.

(Admin. Policy Manual, § B(3.22--3.24); Ord. No. 2001-1506, 8-14-2001; Ord. No. 2004-2252, 12-14-2004)

Sec. 82-388. Termination benefits.

- (a) Regular, full-time county employees (non-probationary employees) shall be entitled to payment for vacation that has accrued as outlined in section 82-382(b),
- (b) Regular, full-time, category "A" employees (for definition see section 86-1) shall not be entitled to vacation pay upon termination if such payment will cause the encumbrances of the category "A" position into the term of office of an incoming elected official.
- (c) A county employee who is a successful candidate for an elected county office must exhaust all accrued annual and compensatory leave, where applicable, prior to assuming the duties of office or forfeit all unused accrued leave.
- (d) Probationary employees will not be paid accrued vacation if they are terminated during the probationary period.

(Ord. No. 2000-1464, §§ 3.36--3.38, 7-25-2000)

Secs. 82-384--82-420. Reserved.

Subdivision V. Military Leave*

*State law references: Military leave of absence, V.T.C.A., Government Code § 431.005.

Sec. 82-421. Policy.

- (a) *Generally.* In compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), any regular, full-time employee of the county who is a member of a reserve unit of the armed forces, and who is called for temporary active duty, shall be granted up to 15 working days per federal fiscal year (October through September) without loss of salary or reduction in vacation or sick leave. In all cases, a copy of the military orders must be submitted for approval by the elected official/department head, unless the employee is prevented by military necessity. Paid leave will not be granted for voluntary services. If military leave is granted to category D employees, it will not extend beyond the funding source.
- (b) *Covered employees.* The following regular, full-time employees are covered by the USERRA:
- (1) Those engaged in voluntary or involuntary duty in a uniformed service, which includes the U.S. Army, Navy, Air Force, Marines, Coast Guard, Army National Guard, and Air National Guard;
 - (2) Those called to active duty, active duty for training, inactive duty training, or full-time National Guard duty, those absent from work for a medical examination to determine eligibility for duty; and funeral honors; or
 - (3) Any other category of persons deemed covered by the President of the United States.

(Admin. Policy Manual, § B(3.35); Ord. No. 2001-1989, 10-16-2001; Ord. No. 2001-2182, 11-13-2001)

Sec. 82-422. Armed forces active duty.

- (a) Every regular, full-time employee of the county who is a member of a reserve unit of the armed forces called to active duty, is entitled to the following additional benefits:
- (1) If the employee will be absent for 30 days or less, the employee's insurance cost for employee and/or dependent coverage cannot exceed the amount paid prior to the scheduled leave;
 - (2) If 31 or more days, the employee may elect to:
 - a. Use all accrued vacation and compensatory time to remain on the payroll until such leave is exhausted. Only non-exempt employees are eligible to utilize accrued compensatory time.
 - b. Use a pre-determined amount of accrued vacation leave and

compensatory time to fund their health insurance premiums and/or bridge the gap between their military and county salary. Only non-exempt employees are eligible to utilize accrued compensatory time.

- c. Maintain health insurance coverage for their dependents through COBRA at active employees rates up to 24 months after the absence begins or for the period of service, if less.

(b) In addition:

- (1) Active duty time will count as time in grade and position as though there was no break in service for eligibility for step increases or merit increases.
- (2) Vacation and sick leave will not accrue during the employee's absence; however, upon the employee's return, vacation and sick leave, which are based on length of employment with the county, will be calculated for future accruals as though the employee had not been on military leave.
- (3) Employee may apply for retirement credit for the time spent on active duty, provided the employee is eligible for re-employment rights and he/she returns to work within the prescribed time limits.
- (4) No waiting period or pre-existing clause if coverage would have been provided had the employee not been on military leave. Exception: may exclude any illness incurred in or aggravated during performance of military services.
- (5) Employees should carefully review their summary plan documents for health, life, and all disability coverage for all exclusions based on the act of war clauses.

(Ord. No. 2001-1989, 10-16-2001; Ord. No. 2001-2182, 11-13-2001; Ord. No. 2005-070, 1-11-2005)

Sec. 82-423. Actions required to receive additional benefits.

In order to receive the additional benefits described in section 832-422, the employee must:

- (1) Present a copy of the military orders, along with the military leave request form to their departmental personnel representative or the auditor's office, prior to the employee's departure unless prevented by military necessity;
- (2) Notify the county auditor's office immediately if there are changes; and
- (3) Comply with all applicable county policies and guidelines of the Uniformed Services Employment and Reemployment Act.

(Ord. No. 2001-1989, 10-16-2001; Ord. No. 2001-2182, 11-13-2001)

Sec. 82-424. Military service re-employment.

(a) *Generally.*

- (1) An employee returning from military service must meet the following criteria to be eligible for reinstatement:
 - a. The employee or appropriate military officer must have provided the notification of military service as outlined in the military leave policy.

- b. At the time of military discharge, the employee generally has no more than five years of total absences from the county for all military service.
 - c. The employee was honorably discharged from military service.
 - d. The employee complies with the requests for documentation to establish any of the above criteria. However, re-employment may not be denied if documentation is not readily available. If later documentation is received that shows re-employment requirements were not met, the department may terminate, although the termination may not be retroactive.
 - e. The employee returns to employment or applies for re-employment within the time frames specified below or circumstances beyond the employee's control made it impossible to report back to work within the time frames specified herein.
- (2) The length of an employee's military service determines the time period for seeking re-employment following military discharge. If military service was for:
- a. Less than 31 days, the employee must return to work on the first regularly scheduled workday that begins within eight hours after returning home, unless other arrangements are approved by the elected official/department head.
 - b. 31 days to 180 days, the employee must submit an application for re-employment no later than 14 days after discharge. An application for re-employment may be a written or verbal notice to the elected official/department head or their designee.
 - c. 181 days or more, the employee must submit an application for re-employment within 90 days after military discharge.
- (3) An employee who is hospitalized or convalescing from a service-related injury or illness may report back to work or apply (depending on their length of service) at the end of the period of hospitalization or convalescing, not to exceed two years.
- (b) *Position upon re-employment.*
- (1) Generally, if the period of military service was for:
- a. Less than 91 days, the employee must be placed in the position that he/she would have held if continuous employment had not been interrupted by military service, provided he/she is qualified for that position. If the employee is not qualified to perform the duties of the position after reasonable efforts by the department to qualify the employee, the employee must be reinstated into the position he/she held when military leave began.
 - b. 91 days or more, the employee must be placed in the position that he/she would have held if continuous employment had not been interrupted by military service, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform. If the employee is not qualified to perform the duties of the position, reasonable efforts will be made by the department to qualify the employee. If the employee is still not able to qualify for the position, he/she must be reinstated into the position held at the time military leave began, or to an alternative position

in the department that he/she is qualified to perform with similar seniority, status and pay.

- (2) When an employee incurs or aggravates a disability during the period of military service, reasonable efforts will be made by the department to accommodate the disability. However, if the disability renders the employee unable to return to the position they would have held if their continuous employment had not been interrupted by military service, they will be placed in any other position in the department equivalent in seniority, status and pay. The employee must be qualified to perform or become qualified to perform with reasonable efforts by the department, or the nearest approximation to such a position in terms of seniority, status, and pay consistent with circumstances of the employee's case.
 - (3) The department is not required to reinstate an employee if circumstances have changed and re-employment would be impossible, unreasonable or present an undue hardship. Please contact the human resources/civil service department for review if the option to not re-employ is being considered.
- (c) *Benefits after re-employment.*
- (1) An employee who is re-employed following military leave is entitled to the seniority and other rights and benefits determined by seniority that he/she would have had if employment had not been interrupted by military service. Thus, in determining the employee's wage, leave accrual or retirement credits, the department should contact the auditor's and treasurer's offices for specific information. Any employee who is considering drawing down his or her retirement should be counseled by a retirement representative in the treasurer's office concerning the repercussions of this decision.
 - (2) Health insurance benefits discontinued during military leave for an employee and his/her eligible dependents must be reinstated as if employment had not been interrupted. There will be no lapse in coverage, no waiting periods or exclusions for pre-existing conditions, other than waiting periods or exclusions that would have applied if there had been no absence for military service. Returning employees will have their insurance eligibility reinstated the first of the month of their return. While returning employees will be reinstated beginning the first of the month of their return, the employees will begin paying for their benefits beginning with the first paycheck of the month following their return.

Returning employees who do not apply for reinstatement with the 120-day period following their date of release from active duty will be re-enrolled and begin paying for insurance on the first of the month following their application. They will be subject to all applicable policy requirements and exclusions.
 - (3) An employee who returns to work after a military leave that is more than 30 days but less than 180 days, may not be discharged without cause for six months following re-employment. If the military leave was for more than 180 days, the protection against discharge other than for cause, is increased to one year.

(Ord. No. 2002-110, 1-15-2002; Ord. No. 2005-1006, 5-24-2005)

Secs. 82-425--82-440. Reserved.

Subdivision VI. Other Nonpaid Leave*

*Federal law reference--Family medical leave, 29 USC 2801 et seq.

Sec. 82-441. Payment of premiums.

The county full-time, regular employees who are on nonpaid status (other than entitlement under the Family and Medical Leave Act) must pay for their premiums as well as their dependent's premiums to maintain medical coverage and other benefit options: dental coverage, life, AD&D and dependent life.

(Admin. Policy Manual, § B(2.34))

Sec. 82-442. Decision deadline.

Employees who go on a nonpaid status must make a decision within 60 calendar days of the onset of their unpaid status, and no medical coverage will be provided until written authorization is granted by the employee and the first month's premium is paid. These employees will be required to elect continuation of health coverage under COBRA. The COBRA benefit period will run concurrently with the individual's leave without pay (LWOP) status period.

(Admin. Policy Manual, § B(2.35))

Sec. 82-443. Life, AD&D and dependent life.

Life, AD&D and dependent life will cease as of the end of the month in which the nonpaid status begins. Employees who wish to maintain life insurance will need to contact the insurance carrier regarding conversion to an individual policy. Employees must contact the insurance carrier within 30 calendar days of the onset of their unpaid status.

(Admin. Policy Manual, § B(2.36))

Sec. 82-444. Discontinuance of coverage.

If an employee chooses to discontinue health coverage during the nonpaid status, upon return to work, he will be subject to plan provisions including the exclusion for preexisting conditions.

(Admin. Policy Manual, § B(2.37))

Sec. 82-445. Benefit elections.

Upon return to work, the benefit elections which were in place at the onset of leave will continue for the remainder of the plan year. Coverage will begin on the first of the month following 30 days back at work.

(Admin. Policy Manual, § B(2.38))

Sec. 82-446. Flexible Unreimbursed healthcare spending accounts; guidelines.

The following guidelines apply to ~~unreimbursed healthcare~~ flexible spending accounts while on leave:

- (1) Once contributions have stopped, the eligibility to participate in this program for the remainder of the year ceases. A new election can be made at the next plan year.
- (2) If an employee continues to make the contributions during the leave without pay on a post-tax basis, the pre-tax election can be continued upon resumption of full-time work.
- (3) No changes in the amount contributed can be allowed. The plan document allows changes to the unreimbursed healthcare spending account only in the event of termination or death. Leave without pay is neither.
- (4) Reimbursement will be made only for expenses incurred during the time contributions are made. Advance payments can continue to be made.

(Admin. Policy Manual, § B(2.39))

Secs. 82-447--82-470. Reserved.

Subdivision VII. Leave of Absence* (This section reflects recent court approved policy language: Court Order# 2009 2090.)

***Editor's note:** Ord. No. 2004-2097, adopted Nov. 16, 2004, amended art. VII, div. 2, subdiv. VII in its entirety to read as herein set out. Prior to amendment, art. VII, div. 2, subdiv. VII, §§ 82-471--82-474, pertained to certain leave without pay and derived from the Administrative Policy Manual, § B(3.31--3.34); and Ord. No. 2002-1977, adopted Oct. 29, 2002.

Federal law reference-- Family and Medical Leave Act, 29 USC 2601 et seq.

Sec. 82-471. Administrative discretion; guidelines.

A leave of absence (LOA) is an officially approved temporary suspension of employment designed to allow the county to meet its critical business functions while assisting employees who encounter special circumstances that necessitate a limited period of time away from the job, excluding Family and Medical Leave (FMLA) and Military Leave.

- A. It is generally discouraged because it deprives a department of needed staffing. However, a reasonable request for such leave will be carefully considered:
- B. It shall not extend beyond 90 continuous days;
- C. An authorized LOA leave of absence is a matter of administrative discretion and no employee may demand that such leave be granted; and
- D. Elected official/department heads may grant such leave however, notification to commissioners court via court order (New Employee and Position Change Form) is required.
- E. All approved LOAs shall be for a maximum period of 90 days. Usage of all or

any number of the 90 days exhausts the employee's LOA possibilities for the next 24 months.

Sec. 82-472. Employee eligibility.

Only full-time regular, non-grant funded employees with more than 6 months of continuous service are eligible to request a leave of absence.

- A. If the elected official/department head elects to grant a leave of absence to employees in their first six months of regular, full-time employment or to grant funded employees, the elected official/department head must submit a request for an exception to commissioners court for authorization.
- B. The elected official/department head should forward the written request to human resources/civil service department for briefing to the commissioners court.

(Ord. No. 2004-2097, 11-16-2004)

Sec. 82-473. Reasons for granting.

An employee may be granted a leave of absence for the following reasons:

- (1) For the recovery from an illness or disability not believed to be of a permanent or disqualifying nature, after the exhaustion of family and medical leave;
- (2) When return to work would threaten the health of others;
- (3) When the service to be performed would contribute to the public welfare;
- (4) To provide necessary care for a family member as defined in the county's sick leave policy who is ill or incapacitated; or
- (5) To participate in a training program or obtain educational achievement that will increase job ability or qualify an employee for advancement within the county.

(Ord. No. 2004-2097, 11-16-2004)

Sec. 82-474. Time limitations.

The following time limitation guidelines shall apply to an authorized leave of absence:

- A. Such leave granted by the elected official/department head shall not exceed 90 continuous calendar days and can only be granted every 24 months from the date the last leave ended. **For example,**

Employee A's Family and Medical Leave ended on May 1st and she requested an additional 90 days to complete her recuperation. The department head approved the additional 90 days which began on May 1st and ended on August 1st. Once the 90 days leave period was exhausted on August 1st, the employee will not be eligible for leave of absence for 24 months from the August 1st date.

- B. The time period of 90 days of leave of absence is continuous and is counted as a single period of time whether the employee is out continuously all 90 days or is

out for any period of time during the 90 day period. The emphasis is on the time period and not the number of days utilized by the employee. **For example,**

Employee B's Family and Medical Leave ended on May 1st and the employee requested additional leave for medical treatments that would require him to be absent from work for one day per week from May 1st to July 15th. The department head approves the leave of absence for this period. However, if the employee needs additional time after July 15th, the department head has the authority to extend the leave of absence through August 1st. On August 1st, the leave of absence will end even though the employee may have only used 13 days during the 90-day period.

Sec. 82-475. Leave of Absence Terms and Conditions.

The following terms and conditions shall apply :

- A. It may be paid or unpaid, depending on the employee's leave accrual balances, compensatory time balance, workers' compensation and 52e status, etc.
 - (1) Paid leave continues to accrue while employees are on paid leave due to vacation, sick leave, and compensatory time.
 - (2) Paid leave does not accrue while on workers compensation or unpaid leave.
- B. Employees shall be required to use appropriate accrued leave balance(s) including compensatory time during the leave and the time shall run concurrently. For example, if the employee is out due to his, or a qualifying dependent's, illness (see sick leave policy), then the employee shall utilize sick, holiday credit, vacation leave, and compensatory time. However, if the employee takes a leave of absence to attend college, the employee shall only utilize vacation and compensatory time accruals.
- C. Medical coverage and other benefit options elected by the employee will continue as long as the employee is on paid leave of absence. If on unpaid leave of absence, employees must pay their premiums as well as their dependent's premiums to maintain medical coverage and other benefit options such as dental, life, AD&D, and dependent life. See Section 82-441 through Section 82-446 for more information.
- D. Unpaid leave of absence will result in a "break in service" for purposes of participation and vesting under the Texas County and District Retirement System (TCDRS).
- E. A leave of absence must be taken after Family and Medical Leave (if applicable);
- F. Employees are not allowed to work another job while on a leave of absence, unless specifically approved by the elected official/department head;
- G. Employees are subject to the same code of conduct and can be terminated for violation of the codes or departmental policies;
- H. Employees must work cooperatively with the department;
- I. Employees must provide all required documentation, and

- J. Employees must return to county employment within 48 hours or two working days should the circumstances for which they were granted the leave of absence change.

(Ord. No. 2004-2097, 11-16-2004)

Sec. 82-476. Submitting a request; authorization. To request a leave of absence the following procedures shall be followed:

- A. The employee must timely complete and submit the "Request for Leave of Absence Form, (HR/CS #30) to the elected official or department head for consideration as soon as he knows of the need for the leave or within 48 hours after learning of the need for the leave. If there is an emergency, the employee shall notify the supervisor on the next working day or follow the notification rules of his department.
- B. The elected official/department head has the right to initiate a leave of absence for an employee when in its sole judgment, such a leave is appropriate.
- C. If the leave of absence is not approved by the elected official or department head, the absence may subject the employee to disciplinary action, up to and including termination for violation of the county attendance policy.

Sec. 82-477. Department's response to request.

The elected official/department head shall:

- A. Respond in writing to the employee via the Request for Leave of Absence Form (HR/CS #30) indicating whether the leave request is granted or denied.
- B. Complete and submit a personnel court order to the Auditor's Office for processing to human resources/civil service and commissioners court if the employee's request for leave of absence is approved. Leave of absence is not authorized until a personnel court order has been submitted to and approved by commissioners court. Requests to commissioners court for a leave of absence of 90 days will be processed as routine county business.
- C. Place the employee on leave effective the first day of the absence if the leave request is approved.
- D. If a leave request is denied by the elected official/department head, a copy of the request and the proposed response to the employee indicating why the leave request is being denied must be forwarded to the director of human resources/civil service for review to ensure compliance and consistency with county policies and procedures.

Sec. 82-478. Status of position while on leave of absence.

- A. A position will be held open for an employee during an authorized leave of absence; however, if the position is eliminated due to a reduction in force or other significant business reasons, the county cannot guarantee reinstatement at the end of the leave period.
- B. A leave of absence, paid or unpaid, as well as any and all unpaid time, will not be counted as time worked for purposes of merit increases, step increases, promotional

increases, etc. This provision also applies to employees who are on workers' compensation and/or 52e. However, if the county makes salary/benefit modifications to all employees or to employees in the injured or absent employee's specific job category, then the employee may be impacted by these changes, if all specified requirements are met.

Sec. 82-479. Payroll and recordkeeping.

- A. The payroll division of the auditor's office will monitor all leave time and notify the human resources/civil service department of possible non-compliance with policy. The human resources/civil service department will work with the department to resolve any non-compliance issues; however, if it is unable to do so, commissioners court will be briefed for final resolution.
- B. Due to the inability of the auditor's office to pay employees without a court order for extended periods of time away from the job, (even those with accrual balances), a department's failure to process a personnel court order may result in the employees not being paid timely.

(Ord. No. 2004-2097, 11-16-2004)

Sec. 82-480. Return from leave of absence.

At the end or expiration of the approved leave of absence, the employee has the following options:

- A. Return to work as scheduled on or before the end of the 90-day leave of absence period. When returning to work after a leave of absence, the following guidelines shall apply:
 - (1) Employee shall provide the supervisor two business days notice of intent to return to work, if feasible;
 - (2) Employee must provide fitness for duty certification from his physician stating the employee is able to return to work and perform all job duties with or without accommodations, if the leave was due to the employee's own illness;
 - (3) Employee must receive medical clearance from the county's employee health center, if the employee (excludes Sheriff's Department law enforcement employee) has been absent from work more than 45 days due to an illness or injury.

If a **law enforcement** employee of the Sheriff's Department has been absent from work more than 30 days due to an illness or injury, then the employee must receive medical clearance from the county's employee health center.
 - (4) If an employee is injured on the job, and at the end of the leave of absence the employee is unable to perform the essential functions of his position with or without accommodations but is able to perform "light duty assignments"; then:
 - a. at the discretion of the elected official/department head, "light duty assignments" may be provided for up to 45 days; however,

- b. at the end of the 45 days, if the employee is still not able to perform the essential functions of his position with or without accommodations, the employee will be terminated, unless the elected official/department requests and receive approval for an extension of the leave from commissioners court.

For example, employee "A" was injured on the job while restraining a youth in the detention center. The employee was released to return to work with restrictions that prevent him from working in detention. The department head may assign the employee to a clerical position for up to 45 days.

Once the 45 day light duty assignment has ended, if the employee remains unable to perform the essential functions of his position with or without accommodations, he will be terminated unless additional leave time has been requested by the department head and approved by commissioners court.

- c. All decisions to terminate at the end of a leave of absence when an employee is unable to return to work and perform the essential functions of his position must be reviewed by the human resources/civil service director for compliance with the Americans with Disabilities Act (ADA).

- B. If an employee is unable to return to work at the end of the leave of absence and requires additional leave, the employee may request an exception to policy to the elected official/department head and commissioners court. If the employee's injury or illness is not an on-the-job injury/illness, and the employee is not able to perform the essential functions of his position with or without accommodations, the following guidelines shall apply:

- a. "Light duty assignments" are not available to employees for non-work related illnesses or injuries;
- b. the elected official/department head chooses not to request an extension of the leave, or if requested, commissioners court does not approve an extension of the leave of absence, the employee will be terminated; and
- c. Employees who are unable to return to work and perform the essential functions of their positions with or without accommodations are encouraged to contact their departmental HR representative or the county's HR/civil service department to apply for other positions within their department or the county and/or the county's long-term disability insurance program. For example,

Employee "B" was injured while off-duty while playing football. The employee was released to return to work with restrictions that prevent him from working as a Building Mechanic. Light duty assignments are not available for non-work related illnesses or injuries. The employee must receive approval for an extension of leave from the elected official and commissioners court or be terminated.

- d. Under no circumstances shall the leave granted as an exception to this policy by commissioners court and/or the sheriff's department civil service commission exceed an additional 90 days or until the end of grant funding (if applicable), whichever comes first.
- C. If the employee does not return to work on or before the end of the 90-day leave of absence period and does not request a leave of absence extension, the employee's termination will be considered a voluntary resignation with no right to appeal, if covered under the civil service system. The following guidelines shall apply to resignations.
- (1) Ensure the employee has resigned with no intent to seek an exception to policy and request a written resignation letter from the employee;
 - (2) Forward a general notice of separation along with a copy of the separation notice to the employee with a written request to return all county equipment, keys, etc. in the employee's possession; and
 - (3) Process the Notice of Separation form via the human resources/civil service department, payroll hotline, and county treasurer's office.

(Ord. No. 2004-2097, 11-16-2004)

Sec. 82-481. Right of appeal.

If a nonprobationary, civil service covered employee is terminated under this policy, he may utilize the grievance process, provided that he meets the filing deadline. Such appeals should be filed with the secretary to the civil service commission. Sheriff's department employee appeals should be filed with the sheriff's department legal advisor.

(Ord. No. 2004-2257, 12-14-2004)

Secs. 82-482--82-500. Reserved.

Subdivision VIII. Other Approved Time Off

Sec. 82-501. With pay.

- (a) Time off, in reasonable amounts, is only authorized for the following reasons:
 - (1) Jury duty;
 - (2) Commissioners court approved closings; and
 - (3) Whereas it is the desire of the commissioners court to provide quality and immediate health care services to employees, approved time off with pay will be granted in reasonable amount for regular, full-time employees to attend the county employee health center.
- (b) Each elected official/department head will be responsible for developing departmental policies consistent with the intent of the court in conjunction with policies which will not interfere with the daily, efficient operation of the department.

(Admin. Policy Manual, § B(3.29, 3.30); Ord. No. 2002-299, 2-12-2002)

Sec. 82-502. Jury duty and Grand Jury Duty.

- (a) Serving on a jury is a civic duty and as such is fully recognized and supported by the county. Therefore, leave time for jury duty will be granted in reasonable amounts as approved time off with pay (coded as jury duty in the time and attendance system). When employees are summoned for jury duty, the following guidelines shall apply:
- (1) The employee shall immediately notify the supervisor and provide a copy of the jury summons notice.
 - (2) If selected to serve on the jury, the employee shall verbally notify the supervisor.
 - (3) The employee shall report for jury duty each day as instructed by the court.
 - (4) At the completion of the process, the employee will provide the supervisor with documentation from jury services that he/she participated/served in the jury process.
- (b) If the employee is released from jury service during normal working hours, the employee should either report to work immediately or contact his/her supervisor for further instructions. When requesting an employee to return to work, the supervisor should consider the number of work hours remaining in the day and the amount of travel time required. Failure to return to work or to contact the supervisor may result in the employee being required to utilize accrued leave time and disciplinary action, up to and including termination.
- (c) Serving on a grand jury is only recognized and supported by the county if the summons is for a federal court. Serving on a county grand jury is voluntary and if an employee chooses to do so then the department has the option to:
- (1) Allow the employee to use accrued vacation leave;
 - (2) Work with the employee to make up any lost hours while serving on the grand jury; or
 - (3) Request a leave of absence through commissioners court.

(Ord. No. 2002-299, 2-12-2002)

Sec. 82-503. Witness duty.

- (a) Testifying as a witness is a civic duty and is supported by the county. Reasonable leave time for witness duty will be granted as approved time off with pay, not to exceed eight hours or one work day per calendar year.
- (b) When an employee is summoned as a witness, the employee shall immediately notify the supervisor and provide a copy of the court order, subpoena, or summons. The following guidelines shall apply:
- (1) Witness leave is appropriate for duty with a federal, state, or local court.
 - (2) Leave for witness duty must be requested in advance as soon as the employee receives the summons or subpoena.

- (3) Time to appear in court when the appearance is part of the employee's regular job duties will be approved as regular time worked.
 - (4) Time spent by employees testifying as expert witnesses will be governed by their department's procedures. Employees who receive compensation from their court for their appearance shall in no instance receive dual compensation from the county.
 - (5) Time to appear in court when the employee is a party to the action is the individual employee's responsibility and will not be covered under this policy. However, employees may use accrued vacation or compensatory time for this purpose if time is available.
- (c) The person responsible for time and attendance entry in the department will enter the pay code for jury duty with a comment code of "Witness."
 - (d) The employee should contact his/her supervisor for instructions regarding return to work when court is adjourned or when excused during normal working hours. Employees may be required to submit proof of attendance from the court to the supervisor upon completion of the witness duty. Failure to return to work or contact the supervisor may result in the employee being required to utilize other accrued leave time and disciplinary action, up to and including termination.
 - (e) All other witness duty not specifically addressed in this policy must be done on the employee's own time or must be charged to vacation, compensatory time, or leave without pay.

(Ord. No. 2004-206, 2-3-2004)

Sec. 82-504. Bereavement Leave. (This section reflects court approved policy language: Court Order #2008 0157-January 22, 2008 and Court Order #2008 1128-June 10, 2008).

The County recognizes that a death in the family creates some very difficult times for an employee. In an effort to support the employee during this time and to specify the guidelines involved with granting leave to an employee during this time, the following policy guidelines shall apply:

- (a) An elected official/department head may grant a regular, full-time employee up to the following number of days off, depending on family ties:
 - (1) Up to 5 working days (40 hours) of leave time off for bereavement leave if the relative who dies is a: mother, father, spouse, child, sister, brother, grandchild, grandparent, or someone who has acted as the employee's parent(s);
 - (2) up to 3 working days (24 hours) of leave time off for aunts, uncles, nieces, nephews, step-parents, stepchild, step-brother/sister, in-laws or for any relative living in the same household;
 - (3) One day of leave for cousins; and
 - (4) For funerals of other relatives, friends, and acquaintances not included above, the employee shall utilize county time, compensatory time or vacation time accruals.
- (b) The guidelines specify up to the maximum number of days or hours; however, due to business necessity, the elected official/department head may require the employee to return sooner;

- (c) Such leave shall be charged to the employee's sick leave accruals;
- (d) If additional time off is requested, the elected official/department head or their designee, at their discretion, may grant additional time off; however, this additional time off must be charged to the employee's vacation, compensatory, and county time accruals or taken off as leave without pay if the employee's has no such accruals; and
- (e) An elected official/department head may, at their discretion, request verification of the absence (i.e., death certificate, newspaper article, etc.).

Secs. 82-505--82-520. Reserved.

DIVISION 3. SPECIAL DUTY PAY

Sec. 82-521. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Direct contact means immediate, proximate, without circuitry, operating by an immediate connection, instead of operating through a medium.

Regular means consistent, normal and/or routine.

Secured or detention facility means a location that relieves a person of their rights of freedom including, but not limited to, jails and detention facilities.

Service means the act or function of serving; or incidental service.

Special Duty Pay is given when an employee has regular direct contact with confined individuals or provide a service to or for confined individuals in the regular course of a work day. Detention, security and supervisory positions are excluded from receiving special duty pay.

(Admin. Policy Manual, § B(2.45))

Cross references: Definitions generally, § 1-2.

Sec. 82-522. Effective date.

In an effort to retain competent staffing in certain work environments, the county will provide special duty pay effective November 1, 1998, to eligible employees in designated positions.

(Admin. Policy Manual, § B(2.44); Ord. No. 2006-1222, 7-11-2006)

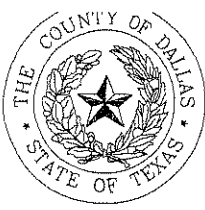
Sec. 82-523. Eligibility criteria.

- (a) A position must meet the following criteria to be certified as eligible to receive special duty pay:
 - (1) It must be a regular, full-time clerical position located in a secured or detention facility; and

- (2) The position must require the employee to have regular direct contact with confined individuals or provide a service to or for confined individuals in the regular course of a work day.
- (b) Detention, security and supervisory positions are excluded from receiving special duty pay.
 - (c) An employee must physically work a full pay period to receive special duty pay for the month.
 - (d) If an employee leaves a position which is eligible to receive special duty pay and moves to a position not eligible to receive special duty pay (which includes transfers, demotions or promotions), the employee's special duty pay terminates.
 - (e) If a position identified as eligible to receive special duty pay is transferred out of one secured or detention facility to another or to a different location (cost center, department, etc.), the position must be recertified by the human resources/civil service department as eligible to receive special duty pay.
 - (f) Regular, full-time employees temporarily assigned to a designated special duty pay position must work a full pay period to receive special duty pay.
 - (g) Employees become eligible to receive this additional compensation when the new hire personnel action is effective or the first day of a pay period for any payroll not distributed when not part of the new hire process (with no retroactive adjustments). The special duty pay will be paid after each eligible pay period.
 - (h) For purposes of calculating salaries, special duty pay is added or subtracted after the applicable calculations have been completed. (For example, if an employee is promoted from a grade five non-special duty pay position to a grade six position which is eligible to receive special duty pay, the promotional increase is first calculated and then the \$50.00 special duty pay is added to the new promotional salary.)
 - (i) Effective October 1, 2000, the biweekly compensation will be \$23.08. As with all compensation matters, the provisions of and the amount is subject to the commissioners' court appropriating funds for this purpose during the budgetary process each year.
 - (j) If a department identifies a position that may be eligible to receive special duty pay, the department will submit a special duty request form to the human resources/civil service department who will complete a review and notify the requesting department of the findings. If the position is certified as eligible to receive special duty pay, the requesting department submits a new employee and position change (personnel court order) form no. 6-1 to the county auditor.

(Ord. No. 2000-1341, §§ 2.46--2.55, 7-11-2000; Ord. No. 2006-1222, 7-11-2006)

Secs. 82-524--82-550. Reserved.



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DALLAS COUNTY
OFFICE OF BUDGET AND EVALUATION

March 15, 2011

TO: Commissioners Court
THROUGH: Ryan Brown, Budget Officer *R. Brown*
FROM: Office of Budget and Evaluation Staff
SUBJECT: Conference/Travel/Training Requests

DALLAS COUNTY
COMMISSIONERS COURT
11 MAR 16 PM 3:09

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 Statues

Probate Court No. 2 – notifies Commissioner Court of Chris Wilmoth’s attendance at the Texas College of Probate Judge Conference in Austin, Texas from March 23 -25, 2011. The total estimated cost to attend is \$775 (\$204 – mileage reimbursement; \$170 – hotel; \$80 – meals; and \$325 – registration fees). Funding is available in the Probate Escrow Funds 532.21667.

Elected Officials/Departments requesting Conference/Travel/Training approval for funds that have Commissioners Court authority

363rd Judicial District Court (Holmes) - Judge Holmes, Sean O’Connell (Public Defender), and Kristin Laughlin (CATS Evaluator) request approval to attend the NADCP 17th Annual Drug Court Training Conference from July 17 - 20, 2011 in Washington, D. C. Judge Holmes of the 363rd Judicial District Court runs the Felony DWI Program. Judge Holmes requests that her travel expenses as well as Sean O'Connell, Public Defender, and Kristin Laughlin, CATS Evaluator for the 363rd DWI Specialty Court, travel expenses be paid from 532.4020.21393 funds. The total cost to attend per person is \$3,250 (\$700 – airfare; \$100 – baggage check; \$1,200 – hotel; \$75 – airport parking; \$400 – meals; \$150 – ground transportation; and \$650 – conference fees)

District Clerk – requests the following:

- a) Gary Fitzsimmons attended the Region V Conference in Glen Rose, Texas from March 10 – 11, 2011. The total actual cost to attend is \$218.72 (\$75.72 – mileage reimbursement; \$108 – hotel; \$20 – food; and \$15 – registration). Funding is available in the District Clerk's Records Management Fund.
- b) Brittney Owens attended the Region V Conference in Glen Rose, Texas on March 11, 2011. The total actual cost is \$203.72 (\$75.72 mileage reimbursement; and \$108 – hotel; \$20 – food). Funding will be used from the department's DDA Account.

County Clerk - requests the following:

- a) John Warren, Tracy Powers, Kathleen Norton, Vicki Dean, Mitz Abraham, Emily Glidewell, and Tonya Walker to attend the Odyssey 2011 Courts and Justice User Conference in San Antonio, Texas on May 10 – 12, 2011. The total estimated cost to attend is \$4,597.03 (\$559.46 – mileage reimbursement for 2 vehicles; \$1,732.57 – hotel; \$630 – food; \$225 – registration; and \$100 parking for 2 cars). Funding is available in the County Clerks Escrow Records Management Fund.
- b) John Warren and Lane Weekley to attend the Texas Association of Counties - County Management Institute in Austin, Texas from April 6 -8, 2011. The total estimated cost to attend is \$1,359.83 (\$194.83 – mileage reimbursement; \$529 – hotel; \$180 – food; \$440 - \$220 registration; and parking for \$16). Funding is available in the County Clerks Escrow Records Management Fund.

Sheriff's Office– requests approval for the following:

- a) Netora Harley to attend the HK Armorer School MP – 5 in Daly City, California from April 3 – 7, 2011. There is no cost to Dallas County for staff to attend.
- b) Barbara Blackshear and Gwendolyn Johnson to attend the Recruiting Detention Service Officers Training in Live Oak, Texas on March 23 - 25, 2011. The staff will use a County vehicle with gas credit cards. The estimated cost to attend is \$481. Funding is available in 532.3151.91046 for any additional costs.
- c) Jennifer Valencia and Josie Reyes to attend the Recruiting Detention Service Officers Training on March 30, 2011 in Killeen, Texas. The staff will use a County vehicle with gas credit cards. The estimated cost to attend is \$535. Funding is available in 532.3151.91046.

Office of Information Technology – notifies Commissioners Court of Michael Webb and Peju Aromolaran attendance at the ACMS Technical Court Proposal Workshop on February 18, 2011 in Fort Worth, Texas. The actual cost to attend is \$76 (Michael Webb \$33 mileage reimbursement and Peju Aromolaran \$43 - \$33 mileage reimbursement and \$10 parking). Funding is available in Fund 195.1090.4010.

95th Civil District Court (Molberg) –requests approval for Judge Ken Molberg to travel to El

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Paso, Texas on April 1, 2011 to observe the Juror Contempt Courts system process. The total estimated cost to attend is \$358.40 (\$323.40 – airfare and \$35- food). Funding is available in the Department's DDA Account 120.4125.2230

101st Civil District Court (Lowy) –requests approval for Judge Martin Lowy to travel to El Paso, Texas on April 1, 2011 to observe the Juror Contempt Courts system process. The total estimated cost to attend is \$358.40 (\$323.40 – airfare and \$35- food). Funding is available in the Department's DDA Account 120.4130.2230

Jury Services - requests approval for Lori Ann Bodino to travel to El Paso, Texas on April 1, 2011 to observe the Juror Contempt Courts system process. The total estimated cost to attend is \$358.40 (\$323.40 – airfare and \$35 – food). Funding is available in the Department's DDA Account 120.4060.2230.

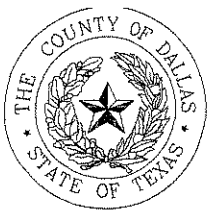
Veterans Services – requests approval for Tracy Little, Yolanda Williams, and James Henderson to attend the Texas Veterans Commission Annual 2011 Spring Training Conference from April 11 – 14, 2011 in Austin, Texas. The purpose of the training is for certification which is an annual requirement for County Veteran Service Officers mandated by the State of Texas. The total estimated cost to attend is \$1,810.41 (\$60 – dues \$20 per person; \$150 - \$50 per person; \$450 – meals reimbursement for 3 staff for 4 days; \$197.6 mileage reimbursement; and \$983.25 – hotel). Funding is required from Unallocated Reserves.

Constable Precinct 5 (Villareal) - requests approval for Sgt. Larry Byers, Deputy J. Esquibel and Deputy V. Cardoso to attend the following Arresting Communication Seminar at Bill J. Priest Institute on March 22-23, 2011. The cost is \$139 per person. Funding is available in TCLEOSE officer training.

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

Health and Human Services – requests approval for the following:

- a) Aurora Inumberable and Tianjiao McPherson attended a Cost Principles: Uniform Administrative Requirements in Fort Worth, Texas from February 22 -23, 2011. The total actual cost of the trip is \$216.11 (\$134.80 mileage reimbursement; \$55.33 meals; and \$25.98 parking). Funding is available in Ryan White grant #65502.
- b) Marisa Gonzales and Jacqueline Spencer to conduct STD/HIV testing in Commerce, Texas on April 13, 2011. There is no cost to Dallas County for staff to participate. Funding is available in the VD Epidemiology grant #8706 for any incidental costs associated with performing this activity.
- c) Chasity Lovely and Kenya Kemp to attend the Pilot Project Site Facilitator Training in Atlanta, Georgia from April 18 – 20, 2011. There is no cost to Dallas County. All travel related expenses will be charged to the African American Studies grant #8713.
- d) Laura Lane to attend the CDC SNS Preparedness Course in Atlanta, Georgia from April 10 -15, 2011. There is no cost to Dallas County for staff to attend. All travel related expenses will be charged to the DCHHS/Public Health grant #8723.



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DALLAS COUNTY
OFFICE OF BUDGET AND EVALUATION

March 15, 2011

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Office of Budget and Evaluation Staff

SUBJECT: Conference/Travel/Training Requests

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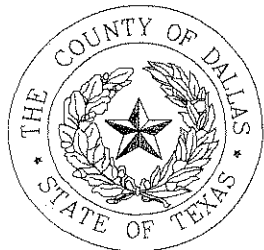
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DALLAS COUNTY
OFFICE OF BUDGET AND EVALUATION

DALLAS COUNTY
COMMISSIONERS COURT

11 MAR 10 PM 12:50

March 22, 2011

TO: Commissioners Court
FROM: Ryan Brown, Budget Officer
SUBJECT: Hiring Freeze

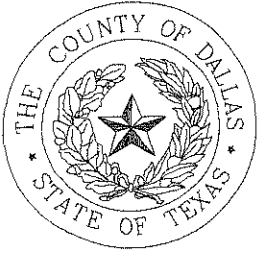
The Dallas County Commissioners Court authorized a "rolling 90 day hiring freeze" for the Fiscal Years 2009 through 2011. Under the "rolling 90 day hiring freeze" any position that becomes vacant must be held vacant for 90 days in addition to the normal encumbrance (paid vacation and compensatory time). 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" must receive Commissioners Court approval before they can fill the position.

For March 22, 2011 two (2) Elected Officials desired to have their requests 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".

District Attorney – The District Attorney's Office desires to notify Commissioners Court of their intent to fill an Investigator II, grade 68, position #5911 working in the Child Abuse Division due to the resignation of the incumbent before the expiration of the "rolling 90 day hiring freeze". Filling this position before the expiration of the "rolling 90 day hiring freeze" will cost the County up to \$15,691 in savings opportunity.

County Clerk – The County Clerk's Office desires to notify Commissioners Court of their intent to fill a Data Entry Clerk I, grade 5, position #639 working in the Criminal Section before the expiration of the "rolling 90 day hiring freeze". Filling this position before the expiration of the "rolling 90 day hiring freeze" will cost the County up to \$7,797 in savings opportunity.



DALLAS COUNTY
OFFICE OF BUDGET AND EVALUATION

DALLAS COUNTY
COMMISSIONERS COURT

11 MAR 10 PM 12:50

March 22, 2011

TO: Commissioners Court

FROM: Ryan Brown
Budget Officer

SUBJECT: Emissions Enforcement Program Grant

BACKGROUND

In FY2008 the Dallas County Commissioners Court authorized the creation of the Dallas County Clean Air Emissions Advisory Board to provide management of the Emissions Enforcement Program grant including the Clean Air Taskforce covert and on-road enforcement components. In January, Commissioners Court authorized the elimination of the Dallas County Clean Air Emissions Advisory Board and its bylaws and moved the management and supervision of the Emissions Enforcement Program grant to the Sheriff's Office. The purpose of this briefing is to recommend an adjustment the authorized staffing of the Emissions Enforcement Program Grant by deleting two of the nine deputy positions and creation of a Deputy V, Captain and part-time administrative assistant.

OPERATIONAL IMPACT

The grantor has approved the Sheriff's Office request to delete two of the nine deputy positions with the creation of a Captain and a part-time administrative assistant. The addition of a Captain will allow the Sheriff's Office to provide the same managerial and supervisory oversight to the Emissions Enforcement Program Grant as there is with the Sheriff's Auto Theft Taskforce. With the approval of these changes the authorized Emissions Enforcement Program Grant staffing will be: a) Deputy V, Captain; b) Deputy III, Sergeant; c) Deputy II, Corporal; d) seven (7) Deputies; and e) part-time administrative assistant.

FINANCIAL IMPACT

There is no financial impact to these changes as the total grant funding in the amount of \$986,021 stays the same and the match requirement continues to be 20% or \$246,505.

RECOMMENDATION

The Office of Budget and Evaluation recommends the elimination of two deputy positions and addition of a Deputy V, Captain and part-time administrative assistant with the new positions being reviewed by the Human Resources/Civil Service Department for proper classification.



DALLAS COUNTY
OFFICE OF BUDGET AND EVALUATION

March 16, 2011

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer *RSB*

FROM: Ronica L. Watkins, Senior Budget and Policy Analyst *RLW*

SUBJECT: **FY2012 Criminal Justice Division Grant Applications**
 DIVERT Program Grant Applications (Female Offender Program, Felony DWI Court, SAFFP, Misdemeanor DWI Court, STAC, and Veterans Court)

DALLAS COUNTY
 COMMISSIONERS COURT
 11 MAR 16 PM 3:09

BACKGROUND

The Criminal Justice Division, Office of the Governor, is accepting applications for FY2011-2012 Drug Court Intervention funding. Drug courts are designed to reduce the impact of crime on individuals, families, community and the criminal justice system by using the power of the courts to engage nonviolent drug offenders in appropriate treatment as an alternative to traditional criminal justice processing. The purpose of this briefing is to provide Commissioners Court with a recommendation for the submission of the grant applications. The applications are due on March 31, 2011. Dallas County is planning to submit five (7) Divert Program *continuation* applications for FY2012 funding. The Veterans Court grant application will be submitted to three different funding sources.

Department	Current Funding Source	Title	Match Requirement
Judge Patterson	CJD - Drug Intervention	Misdemeanor Court	No County Match Required
Judge Holmes	CJD - Drug Intervention	Female Offender Program	
Judge Levaro	CJD - Drug Intervention	STAR	
Judge Snipes	Veterans Administration	Veterans Court	
Judge Snipes	Texas Bar Association	Veterans Court	
Judge Snipes	CJD - Drug Intervention	Veterans Court	
Judge Mays	CJD - Drug Intervention	Successful Treatment of Addiction through Collaboration (STAC)	

OPERATIONAL IMPACT

Felony Female Offender Program

This project is designed to address the quality of life issues that prostitution brings to Dallas. Incarceration alone does not stop the continuing cycle of physical and mental health issues, intense drug abuse, malnutrition, homelessness, or the absence of medical care. The project recognizes and addresses the special needs and challenges that prostitute's face during rehabilitation by providing them with services to assist them in their transition.

The goal of the program is to engage prostitutes in substance abuse treatment, education and life skills training and provide safe drug-free housing; therefore increasing abstinence from alcohol & drugs, improving mental and social well-being (such as less depression), improve their economic status and return them to the community as law-abiding, productive, drug free citizens. The target audience is female offenders charged with felony prostitution or felony drug possession. Grant activities will consist of intensive case management services, substance abuse counseling aimed at promoting behavioral changes necessary to lead a clean and sober lifestyle; housing in a clean, safe, drug free-living environment and training for court staff. There is no cash match required.

Budget Summary	Amount
Personnel (2 Probation Officers)	\$ 136,822
Supplies and operating	\$ 17,400
Total	\$ 154,222

FELONY DWI

The goal of this program is to engage offenders in substance abuse treatment, education and life skills training; therefore increasing abstinence from alcohol & drugs, improving mental and social well-being (such as less depression), improve their economic status and return them to the community as law-abiding, productive, drug free citizens. Dallas is ranked 3rd of all U.S. counties in the number of DWI fatalities by MADD. Punishment, unaccompanied by treatment and accountability, is an ineffective deterrent for the repeat DWI offender. The outcome for the offender is continued dependence on alcohol; for the community, continued peril. To date, it has been left to the traditional courts and criminal justice system to deal with DWI cases, and it has become clear that the traditional process is not working for repeat offenders. Grant activities will include intensive case management services, transitional housing services to support a clean and sober life style. There is no cash match required.

Budget Summary	Amount
Personnel (2 Probation Officer Positions)	\$ 135,411
Supplies and Operating	\$ 18,900
 Total	 \$ 154,311

SAFPF

The Dallas County SAFPF Re-entry court Program began operation in February 2001 and is based on the drug court model. Drug courts are designed to reduce the impact of crime on individual, families, community and the criminal justice system by using the power of the court to engage drug offenders in appropriate treatment as an alternative to traditional criminal justice processing. Governor Rick Perry signed, House Bill 1287, which codified the U.S. Department of Justices Ten Key Components of drug court (below) and required counties with populations over 550,000 to commence a drug court by September 2, 2002. A Drug Court is defined as having the following ten characteristics.

1. Integration of alcohol and other drug treatment services with justice system case processing;
2. Use of a non-adversarial approach, involving prosecution and defense counsel to promote public safety while protecting participants due process rights;
3. Early identification and prompt placement of eligible participant into the drug court program;
4. Access to a continuum of alcohol, drug, and other related treatment and rehabilitation services;
5. Frequent alcohol and other drug testing to monitor abstinence;
6. A coordinated strategy to govern program responses to participant compliance;
7. Ongoing judicial interaction with each drug court participant;
8. Monitoring and evaluation of the program goals to gauge effectiveness;
9. Continuing interdisciplinary education to promote effective drug court planning, implementation, and operations.
10. Forging partnerships among other drug courts, public agencies, and community organizations.

These traits differentiate drug courts from other types of judicial programs involving drug cases. This grant seeks funding for one full-time case manager to provided case management services. There is no cash match required.

Budget Summary	Amount
Personnel - 1 Probation Officer	\$ 55,521
Travel and Training	\$ 3,000
Office Supplies	\$ 1,500
 Total	 \$ 60,021

Misdemeanor DWI

The number of misdemeanor DWI cases handled by the Dallas County Court System increased from 6,200 to 8,800. An additional 675 cases were felonies. The goal of the Dallas County DWI Court is to extend the work of the DWI Task Force through a partnership between the courts, district attorney's office, the defense bar, probation officials, the Legislature, and treatment providers, through a model that focuses on rehabilitation. Dallas is ranked 3rd of all U.S. counties in the number of DWI fatalities by MADD. In the past 6 years, Dallas has averaged more than 570 Felony DWI arrests. Reducing the number of repeat DWI Felony offenders within the population of Dallas County is the goal of this Court. There is no cash match required.

Budget Summary	Amount
Personnel (2 Probation Officer Positions)	\$ 136,822
Supplies and Operating	\$ 9,700
 Total	 \$ 146,522

Successful Treatment of Addiction through Collaboration (STAC)

Between 2005 and 2007, the number of clients released from the Dallas County Judicial Treatment program had a very high rate of relapse and recidivism. This program is a six month inpatient treatment program with 214 beds. They had a very high rate of continued alcohol / drug use when they were released. Statistics show that up to 60% relapsed and many ended up back in jail. In 2007 the S.T.A.C. (Successful Treatment of Addiction through Collaboration) program was formed. It is a drug court that uses the ten key components to a drug court. The Court began with about fifteen clients and at its highest peak had over 375 clients in the drug court. Currently, Dallas County has 325 clients participating in the S.T.A.C. Program. This program has reduced the amount of recidivism by almost 30%. In 2009 this program graduated 213 clients. Each client completed a minimum of eighteen months in the program that included extensive outpatient treatment, full time employment and an education level of at least a G.E.D. Dallas County Plan Offender Substance Abuse (SA) Services: Problem: Demand for SA far exceeds present criminal justice system capacity. Relevance: This project provides SA treatment for indigent offenders. Drug courts are defined as having the following ten characteristics.

1. Integration of alcohol and other drug treatment services with justice system case processing;
2. Use of a non-adversarial approach, involving prosecution and defense counsel to promote public safety while protecting participant's due process rights;
3. Early identification and prompt placement of eligible participant into the drug court program;
4. Access to a continuum of alcohol, drug, and other related treatment and rehabilitation services;
5. Frequent alcohol and other drug testing to monitor abstinence;
6. A coordinated strategy to govern program responses to participant compliance;
7. Ongoing judicial interaction with each drug court participant;
8. Monitoring and evaluation of the program goals to gauge effectiveness;
9. Continuing interdisciplinary education to promote effective drug court planning, implementation, and operations.
10. Forging partnerships among other drug courts, public agencies, and community organizations.

Currently, the STAC program is the best option available to Dallas County district judges to manage non-violent addicted offenders. The Re-entry court program has shown great success in addressing this problem. There is no cash match required.

Budget Summary	Amount
Personnel (2 Counselors and 2 Probation Officer Positions)	\$ 223,800
Supplies and Operating	\$ 12,100
Total	\$ 235,900

Veterans Court

Drug courts are designed to reduce the impact of crime on individual, families, community and the criminal justice system by using the power of the court to engage drug offenders in appropriate treatment as an alternative to traditional criminal justice processing. Governor Rick Perry signed, House Bill 1287, which codified the U.S. Department of Justices' Ten Key Components of drug court (below) and required counties with populations over 550,000 to commence a drug court by September 2, 2002. Drug court is defined as having the following ten characteristics.

1. Integration of alcohol and other drug treatment services with justice system case processing;
2. Use of a non-adversarial approach, involving prosecution and defense counsel to promote public safety while protecting participant's due process rights;
3. Early identification and prompt placement of eligible participant into the drug court program;
4. Access to a continuum of alcohol, drug, and other related treatment and rehabilitation services;
5. Frequent alcohol and other drug testing to monitor abstinence;
6. A coordinated strategy to govern program responses to participant compliance;
7. Ongoing judicial interaction with each drug court participant;
8. Monitoring and evaluation of the program goals to gauge effectiveness;
9. Continuing interdisciplinary education to promote effective drug court planning,

10. implementation, and operations.

11. Forging partnerships among other drug courts, public agencies, and community organizations.

These traits differentiate drug courts from other types of judicial programs involving drug cases. This grant seeks funding for one full-time case manager to provide case management services.

During fiscal year 2008, 1,196 offenders in Dallas County participated in some phase of the inpatient drug treatment program. Approximately 1,000 offenders re-enter the community after completing the institutional phase of drug treatment program each year. However, research has shown from 40% to 65% of these offenders fail to complete all phases of the program before re-offending. Two-thirds of these offenders were repeat offenders with severe addiction problems when they began the program. Research has consistently shown imprisonment does little to reduce the cycle of drug use and criminal behavior of severely addicted offenders. With Dallas County CSCD having 13 specialty courts, all using the ten key components there were over 650 successful graduates from re-entry court or divert courts.

Currently, drug courts in Dallas County Divert Program are the best option available to Dallas County district judges to manage severely addicted offenders. The VA court is another court that will be used as a specialty court to assist the Veterans in Drug Courts. The Re-entry court program has shown great success in addressing this problem. Within the first year following re-entry into the community, 4% of the re-entry court participant recidivate compared to 24% of the comparison group. These results show the addition of re-entry court to the drug court programs resulted in an 83% reduction in recidivism for Dallas county drug treatment programs program participants.

Judge Snipes is submitting the Veterans Court grant application to three different funding sources (Criminal Justice Division, Veterans Administration, and Texas Bar Association). There is no cash match required.

Budget Summary	Amount
Personnel (2 Probation Officer Positions)	\$136,822
Supplies and Operating	\$ 3,545
 Total	 \$140,367

STRATEGIC PLAN COMPLIANCE

The continuation grants are consistent with the County's newly approved Strategic Plan and specifically impacts the Vision 3) Dallas County is safe, secure and prepared. The proposed continuation grant program will assist defendants in stabilizing their lives.

RECOMMENDATION

The Office of Budget and Evaluation recommends submission of the grant applications to the Criminal Justice Division, Office of the Governor, Texas Bar Association, and the Veterans Administration.

March 22, 2011

MISCELLANEOUS

- 1) **PURCHASING** – requests approval to amend Bid # 2010-032-4395 Annual Contract for the Purchase of Commercially Prepared Media Reagents and Stains with Fisher Scientific, Inc., to include service/administrative charges as it relates to iodine based products. All iodine and iodine based products have been put on the DEA's Class I list of controlled substances. As a result, suppliers are required to file paperwork with the DEA when releasing/selling products containing this chemical. The charge is a federally required fee for the filing of paperwork with the DEA.
- 2) **HEALTH & HUMAN SERVICES** – requests approval for Esi Acquisition, Inc to provide WebEOC training for DCHHS, Public Health Preparedness staff, at a cost not to exceed \$10,955 with funding available from the CPS-Cities Readiness Initiative (CRI) Grant.
(COURT ORDER ON FORMAL AGENDA)
- 3) **363RD CRIMINAL DISTRICT COURT** - requests approval for reimbursement from the department's DDA in the amount of \$140. The funds were used for gifts and food purchased for the graduates of the specialty court. Funds are available in 120.4455.2230. Recommended by the Office of Budget and Evaluation.
- 4) **IT SERVICES** – requests approval:
 - a) to obtain support and maintenance for additional OnBase licenses purchased in 2010 from Hyland Software at a cost of \$24,690. This will cover maintenance through December 31, 2011 and is coterminous with other OnBase support. The renewal will combine the maintenance into a single invoice. Funding is available in the Office of Information Technology budget 195.1090.6520 (Major Technology Fund, Data Services, Maintenance Contracts). Recommended by the Office of Budget and Evaluation.
 - b) to purchase Firehouse Software for the Fire Marshal's Office. The software is needed to produce required reports. Funding to cover the one-time cost of \$1,065 is available in the Major Technology Fund 195.1090.2095 (Major Technology Fund, Data Services, Computer Software). Recommended by the Office of Budget and Evaluation.

- 5) **ELECTIONS** - on September 28, 2010, through Court Order 2010-1629 Commissioners Court approved the loan of 500 Gemini voting booths to the Harris County Clerk (Elections Division) for the November 2, 2010 General Election. The Harris County Elections Warehouse suffered a catastrophic loss due to a fire that occurred in August 2010. When the voting booths were returned to Dallas County, staff discovered that 14 of the Gemini booth curtains were missing. The vendor provided a replacement cost for the curtains of \$503.40 (14 @ \$35.95) and Harris County sent Dallas County Elections a check for this amount. The Elections Department requests approval to deposit the check into to HAVA program income account. Recommended by the Office of Budget and Evaluation.

MISCELLANEOUS EQUIPMENT

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

- | | | |
|-----|---------------------|--|
| (1) | DEPARTMENT: | Public Works |
| | ITEM: | 1 – ACI Handbook (\$70) |
| | ESTIMATED COST: | \$70 |
| | FUNDING SOURCE: | Within Budget |
| | EXPENDITURE SOURCE: | <u>195.2010.2950 (Major Capital Development Fund, Public Works, Books and Supplements)</u> |
| | PROPOSED ACTION: | Public Works is requesting authorization to purchase the above listed item(s) at a total cost of \$70. The American Concrete Institute Handbook is needed to stay up-to-date on the standard practices for selecting proportions for concrete chemical mixtures. Recommended by the Office of Budget and Evaluation. |
| | | |
| (2) | DEPARTMENT: | Public Works |
| | ITEM: | 1 – CompuLink Subscription (\$1,000) |
| | ESTIMATED COST: | \$1,000 |
| | FUNDING SOURCE: | Within Budget |
| | EXPENDITURE SOURCE: | <u>195.2010.2080 (Major Capital Development Fund, Public Works, Dues and Subscriptions)</u> |
| | PROPOSED ACTION: | Public Works is requesting authorization to purchase the above listed item(s) at a total cost of \$1,000. The CompuLink subscription is needed to maintain the Road and Bridge Integrated Management software. Recommended by the Office of Budget and Evaluation. |

- (3) DEPARTMENT: Facility Quality Assurance Team
 ITEMS: 1 – Compressor (\$753)
 ESTIMATED COST: \$753
 FUNDING SOURCE: Within Budget
 EXPENDITURE SOURCE: 120.1028.2670 (General Fund, Facility Quality Assurance Team, Maintenance)
 PROPOSED ACTION: Facility Quality Assurance Team is requesting authorization to purchase the above listed item(s) at a total cost of \$753. The Compressor is needed for the fire sprinkler system in Garage C of the Frank Crowley Courts Building. Recommended by the Office of Budget and Evaluation.
- (4) DEPARTMENT: Facilities Management
 ITEMS: 2 – Compression Crimp Tool (\$111 each)
 2 – Compression Connector (\$60 each)
 2 – Coax Stripper (\$40 each)
 2 – Crimper (\$71 each)
 2 – Modular Plug (\$15 each)
 2 – Modular Plug (\$10 each)
 1 – Key Control Cabinet (\$97)
 4 – Supco Humidity Recorder (\$139 each)
 2 – Supco Dual Probe Recorder (\$179 each)
 ESTIMATED COST: \$1,625
 FUNDING SOURCE: Within Budget
 EXPENDITURE SOURCE: 120.1022.2730 (General Fund, Facilities, Small Tools)
 PROPOSED ACTION: Facilities Management is requesting authorization to purchase the above listed item(s) at a total cost of \$1,625. The four (4) humidity recorders and the two (2) dual probe recorders are needed for use at outlining County buildings to troubleshoot cooling problems. The rest of the items are replacement tools that are needed for repairs of County buildings. Recommended by the Office of Budget and Evaluation.
- (5) DEPARTMENT: Facilities Management
 ITEMS: 1 – Detention Key Machine (\$480)
 4 – 2x2 Audio Processor (\$580 each)
 2 – 8 Channel Microphone Mixer (\$1,300 each)
 1 – Digital Level Lock w/ Freight (\$390)
 3 – Pelco Spectra Camera (\$1,529 each)
 ESTIMATED COST: \$10,377

FUNDING SOURCE: Within Budget
 EXPENDITURE SOURCE: 120.1022.2670 (General Fund, Facilities, Maintenance)
 PROPOSED ACTION: Facilities Management is requesting authorization to purchase the above listed item(s) at a total cost of \$5,790. The detention key machine is needed for duplication of Mogal & Paracentric Jail Keys. The four (4) audio processors and the two (2) microphone mixers are needed as replacements in various courtrooms and stock inventory. The digital lever is needed as a security lock for the cashier area on the ground floor of the Tax Office in the Records Building. The three (3) spectra cameras are needed to replace bad cameras at the Henry Wade Juvenile Justice Center. Recommended by the Office of Budget and Evaluation.

(6) DEPARTMENT:
 ITEMS:

Facility Quality Assurance Team
 1 – 8” Flex Duct Hi-Velocity (\$135)
 1 – 10” Flex Duct Hi-Velocity (\$163)
 1 – 12” Flex Duct Hi-Velocity (\$197)
 1 – 14” Flex Duct Hi-Velocity (\$230)
 1 – AC/DC Capacitor (\$2,718)
 2 – Safety Hi-Limit (\$232 each)
 16 – Dual Thermocouple (\$81 each)
 19 – Single Thermocouple (\$72 each)
 20 – 250v Switch (\$172 each)
 8 – Elements for Retherm Ovens (\$163 each)
 2 – Motor (\$510 each)
 15 – Overlay Member for Controller (\$42 each)
 1 – Motor Starter for Compressor (\$550)
 6 – Mercury Contactor (\$160 each)
 20 – ISE Hot Water Dispensers (\$160 each)
 10 – 9” B/W Monitors (\$168 each)
 17 – Magnetic Door Latch (\$90 each)

ESTIMATED COST: \$20,885
 FUNDING SOURCE: Within Budget
 EXPENDITURE SOURCE: 120.1028.2670 (General Fund, Facility Quality Assurance Team, Maintenance)

PROPOSED ACTION:

Facility Quality Assurance Team is requesting authorization to purchase the above listed item(s) at a total cost of \$20,885. The 8", 10", 12", and 14" flex ducts are needed for HVAC duct work repairs in the Lew Sterrett facility. The two (2) Safety Hi-Limits, the twenty (20) 250v switches, the sixteen (16) dual thermocouples, the nineteen (19) single thermocouples, the eight (8) elements, the two (2) motors, the six (6) mercury contactors and the fifteen (15) overlay members are needed as replacement rethermilizer oven parts, used to heat the food for the jails, in the Lew Sterrett, Susan Kays, and George Allen facilities. The two (2) motor starter contactors are needed at the Lew Sterrett facility for the compressors that serves pneumatics in the basement for house air. The AC/DC adapter is needed at the Frank Crowley building as a 911 back up battery to provide uninterrupted power supply. The twenty (20) hot water dispensers are needed as replacements in the Kays facility. The ten (10) monitors are needed as replacement CRT monitors in all jail control centers. Recommended by the Office of Budget and Evaluation.

- (7) DEPARTMENT: Office of Information Technology
 ITEM: 1 – Dell Standard Notebook Computer (\$1,400)
 ESTIMATED COST: \$1,400
 FUNDING SOURCE: Within Budget
 EXPENDITURE SOURCE: 195.2093.92055 (Major Technology Fund, Computer Hardware Less than \$5,000, Hardware Refresh)
- PROPOSED ACTION: Office of Information Technology is requesting authorization to purchase the above listed item(s) at a total cost of \$1,400. The notebook is needed to replace an existing notebook with a filed motherboard. Recommended by the Office of Budget and Evaluation.
- (8) DEPARTMENT: Office of Information Technology
 ITEM: 1 – Dell Server and Microsoft Software (\$25,000)
 ESTIMATED COST: \$25,000
 FUNDING SOURCE: Within Budget

- EXPENDITURE SOURCE: 195.8630.92055 (Major Technology Fund, Computer Hardware, Hardware Refresh)
- PROPOSED ACTION: Office of Information Technology is requesting authorization to purchase the above listed item(s) at a total cost of \$25,000. The server will perform as a multifunction utility server, including back-up for critical chain of evidence data, until the Forensics Department applications and data are included in the overall County disaster recovery effort. Recommended by the Office of Budget and Evaluation.
- (9) DEPARTMENT: Health & Human Service – CPS Laboratory
Response Network - PH
- ITEM: 1 – Digital Camera
- ESTIMATED COST: \$339
- FUNDING SOURCE: Within Budget
- EXPENDITURE SOURCE: 466.0000.02090.2011 (Grant Fund, Health & Human Services, Property less than \$5,000, FY2011)
- PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the CPS Laboratory Network - PH - Grant #8720, which was court, ordered on December 14, 2010, and assigned court order number 2010 – 2061. Recommended by the Office of Budget and Evaluation.
- (10) DEPARTMENT: Health & Human Service – Cities Readiness Initiative
- ITEM: 6 – Caravan Canopy Weight Bags
- ESTIMATED COST: \$570
- FUNDING SOURCE: Within Budget
- EXPENDITURE SOURCE: 466.0000.02090.2010 (Grant Fund, Health & Human Services, Property less than \$5,000, FY2011)
- PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the Cities Readiness Initiative - Grant #8725, which was court, ordered on July 13, 2010, and assigned court order number 2010 – 1167. Recommended by the Office of Budget and Evaluation.
- (11) DEPARTMENT: Health & Human Service – CPS Bioterrorism Preparedness
- ITEMS: 5 – Lateral File Cabinets

ESTIMATED COST: \$2,800
 FUNDING SOURCE: Within Budget
 EXPENDITURE SOURCE: 466.0000.02090.2011 (Grant Fund, Health & Human Services, Property less than \$5,000, FY2011)
 PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the CPS Bioterrorism Preparedness - Grant #8723, which was court, ordered on July 13, 2010, and assigned court order number 2010 – 1170. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS

Probate Court #2 - M1101027 - requests 1 voice drop for court room Non-standard job \$137.00. Equipment \$0.00; Installation \$252.43; Recurring Cost \$0.00 - **Recommended**

Juvenile Detention - M1103017 - requests Long Distance Codes for new employee. Equipment \$0.00; Installation \$0.00; Recurring Cost \$0.00 - **Recommended**

Sheriff's Dept- GA Jail - D1103003 - requests 1 data drop to replace damaged and exposed cable. Equipment \$0.00; Installation \$200.00; Recurring Cost \$0.00 - **Recommended**

JP 2-2 - D1103004 - requests 1 data line drop, at Judge bench. Equipment \$0.00; Installation \$200.00; Recurring Cost \$0.00 - **Recommended**

Telecommunication and Central Services - P1103005 - requests Microsoft license needed for servers upgrading the HHS (2) and GA (2) call center system. Equipment \$2964.16; Installation \$0.00; Recurring Cost \$0.00 - **Recommended**

Tax Office - P1103006 - requests 3 voice line drops, 2 data line drop & 1 repair of data line drop 3 new employees. Equipment \$0.00; Installation \$1200.00; Recurring Cost \$0.00 - **Recommended**

Forensics- SWIFS – requests:

M1103018 – extend voice drop from main telecom room to Firearms Lab, for NIBIN system. Equipment \$0.00; Installation \$200.00; Recurring Cost \$0.00 - **Recommended**

M1103019 - extend voice drop from main telecom room to the Death & Investigation Room for emergency/back up line for SWIFS. Equipment \$0.00; Installation \$200.00; 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.