

Richard L. Tettamant,  
Administrator

Brian F. Blake,  
Assistant Administrator

Donald C. Rohan,  
Assistant Administrator



D A L L A S  
**POLICE & FIRE**  
PENSION SYSTEM



**Board of Trustees**

Gerald Brown, Chairman  
Gary W. Edge  
Donald W. Hill  
John M. Mays  
Rector McCollum  
Steven G. Shaw  
Maxine Thornton-Reese  
George J. Tomasovic  
Steven H. Umlor  
Richard H. Wachsman

**CERTIFIED MAIL**  
**7000-1530-0005-5022-7409**

October 29, 2004

Dallas Public Fraud Prevention Services  
P.O. Box 455  
Addison, Texas 75001-0455

<b>Re: Open Records Request</b>	<b>ID# 0301-024</b>	<b>ID# 0301-076</b>
	<b>ID# 0301-075</b>	<b>ID# 0301-093</b>
	<b>ID# 0301-092</b>	<b>ID# 0301-091</b>
	<b>ID# 0301-090</b>	<b>ID# 0301-033</b>

To Whom it May Concern:

On this date we received the attachments to the above-referenced requests.

ID# 0301-024 First contract for legal services between the Pension System and its outside legal counsel, Lawson, Fields and Calhoun or any of its member attorneys. See **Exhibit A**, attached.

ID# 0301-076 All vendor invoices supporting a distribution made in 2002. Any such materials are off-site. We will complete our search as quickly as possible, but no later than November 26, 2004.

ID# 0301-075 All vendor invoices supporting a distribution made in 2002. Any such materials are off-site. We will complete our search as quickly as possible, but no later than November 26, 2004.

ID# 0301-093 Pension System policy regarding competitive bids for legal services. We have no documents responsive to this inquiry for the reasons stated in my letter to you of December 15, 2003 and quoted in your request.

ID# 0301-092 If your request for an explanation of a perceived ambiguity is somehow a request for records, we have no documents responsive to it.

ID# 0301-091 Documents authorizing creation of PFP Akard Place as a corporation. See **Exhibit B**, from the minutes of Board meeting December 9, 1999

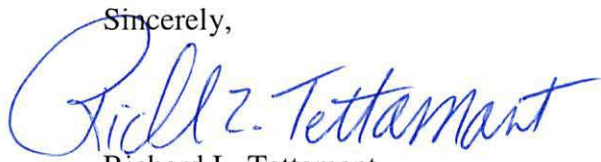
ID# 0301-090 If your request for an explanation of a perceived ambiguity is somehow a request for records, we have no documents responsive to it.

ID# 0301-033 As I explained to you in my letter of June 4, 2004, we are unable to locate our executed agreement with Ms. Cox that underlay the distribution about which you asked. We have printed from a computer file and attached as **Exhibit C** what we believe to be the final agreement, but we cannot certify its accuracy.

Form 1099 for our distribution to Katherine Cox in calendar year 2000 in the net amount of \$21,600 is attached as **Exhibit D**.

We have no record of any other distributions by the System to or on behalf of Ms. Cox in 2000 other than the routine reimbursements described in the attachment to my letter of January 16, 2004. The City of Dallas paid her normal salary through its payroll system, but we have no record of any other payments it made to her.

Sincerely,



Richard L. Tettamant  
Administrator

c: Mary Suhm  
Interim City Manager  
City of Dallas

Jennifer E. Berry  
Office of the Attorney General  
(via fax)

**EXHIBIT A**

CONTRACT - Legal Advisor  
February 12, 1988  
Page 2 of 6

4. TERM

The term of this Contract shall begin on February 12, 1988 \_\_\_\_\_

## EXHIBIT B

**Regular Board Meeting  
Thursday, December 9, 1999****2. Discussion and possible action regarding Alliance Capital Management portfolio review. (continued)**

After discussion, a motion was made by Mr. Edge to receive and file the portfolio review of Alliance Capital Management. The motion was seconded by Mr. Tomasovic and unanimously approved by the Board.

\* \* \* \* \*

The meeting recessed at 10:22 a.m.

The meeting reconvened at 10:26 a.m.

\* \* \* \* \*

**3. Discussion and possible action regarding potential office property purchase through L&B Realty Advisors.**

In accordance with the provisions of Section 551.072, Texas Government Code, the Board went into a closed executive real estate session at 12:48 p.m.

The meeting was reopened at 1:20 p.m.

At the System's workshop in October 1999, the Board authorized the Administrative Advisory Committee to proceed with the review of possible pension office space to be utilized after the current lease expiration in August 2001.

L&B Realty Advisors representatives, Jon Donahue and Alex Fitzenhagen, discussed a potential office property for future office space for the System.

→ After discussion, a motion was made by Mr. Walker to authorize L&B to purchase the office property, including the expenditure of up to \$55,000 for due diligence and legal work and execution of the contract. The motion was seconded by Mr. Tomasovic and unanimously approved by the Board.

After discussion, a motion was made by Mr. Walker to approve a contract with L&B Realty Advisors for asset management of the above property, subject to successful negotiation by the Administrator. The motion was seconded by Mr. Edge and unanimously approved by the Board.

\* \* \* \* \*

**EXHIBIT C**

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of March, 2000 is being entered into between Dallas Police and Fire Pension System (the "System") and Kathryn A. Cox ("Cox"). For purposes of this Agreement, the System and Cox may collectively be referred as "the Parties".

**WHEREAS**, the System desires for Cox to remain employed by the System and to continue to perform all job duties she historically performed through a date mutually agreeable to the System and Cox but not later than July 1, 2000.

**WHEREAS**, the Parties expressly understand and agree that this Agreement is entered into for the benefit of the System and does not constitute a termination of Cox employment.

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Employment.** Between the date of this Agreement and such date as is mutually agreeable to the System and Cox, but in no event later than July 1, 2000 (the "Separation Date") you agree in consideration of the promises of the System set forth in this Agreement to satisfactorily perform all the duties that you have historically performed for the System, as well as any other duties that may reasonably be requested by the System.

2. **Payment.** You will continue to receive your current salary and be eligible for all benefits in which you currently participate. In addition to the payment of current salary as set forth in the preceding sentence, solely if you continue to work through May 31, 2000 then the System will also pay you a severance payment of Thirty Thousand Dollars (\$30,000.00), payable eight (8) days after the close of business on the Separation Date. Such severance payment will be reported on an IRS Form 1099, with an appropriate copy of said form filed with the IRS.

3. **Covenant Not to Sue.** The Parties covenant and agree not to sue, institute, file or process, or assist or cooperate in suing, instituting, filing or processing, any administrative or other claims, charges, litigation, grievances and suits against the other party as well as the City of Dallas and any related or affiliated entities, successors, assigns, trustees, officers, agents, representatives and employees based upon any claims being released in this Agreement, or any claims that are in any way related to or arising out of Cox's employment at the System. Cox further covenants that she has neither filed nor authorized any other person or entity to file on her behalf any administrative actions, claims, or lawsuits of any type against the System, the City of Dallas and any related or affiliated entities, successors, assigns, trustees, officers, agents, representatives and employees with respect to her employment, this Agreement, her separation or otherwise. If any person or entity

should file a claim or lawsuit on Cox's behalf with respect to any claims being released herein, this Agreement shall constitute a complete bar to any recovery in connection with the assertion of such a claim or lawsuit.

4. **Release by the System.** The System, its trustees, successors, assigns, representatives, employees and agents hereby release and forever discharge Cox and her successors, assigns and representatives together with any and all persons, firms, affiliates or entities who are or may be liable for any and all claims, demands, judgments, damages, expenses, actions and causes of action, known or unknown, from any act or omission occurring prior to the date hereof as described above.

5. **Release by Cox.** Cox, for herself, her representatives, heirs, successors and assigns hereby releases and forever discharges the System and its trustees the City of Dallas and their successors, assigns, officers, agents, employees and representatives together with any and all persons, firms, affiliates or entities who are or may be liable from any and all claims, demands, judgments, damages, expenses, actions and causes of action, known or unknown, from any act or omission occurring prior to the date of this Agreement. This release includes, but is not limited to, claims arising under federal, state, or local laws, ordinances, and/ or regulations prohibiting employment discrimination based on age, sex, race, color, national origin, religion, or disability, including but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, and the Texas Discrimination in Employment Act.

6. **OWBPA Compliance.** The waiver provisions of this Agreement are acknowledged and conclusively deemed to be in compliance with the requirements of the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f)(1)(A)-(E). Cox has knowingly and voluntarily agreed, for the consideration set forth herein to waive, among other things, any and all rights and claims Cox may have against the System, the City of Dallas and any related or affiliated entities, successors, assigns, trustees, officers, agents, representatives and employees under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq. ("ADEA"). Cox specifically acknowledges that the waiver of rights under the ADEA has been written in a manner that Cox understood, that the waiver specifically refers to claims arising under ADEA, that Cox has not waived any rights or claims under ADEA that arise after the date this Agreement is executed, that the waiver of rights or claims under ADEA has been in exchange for consideration in addition to anything of value that Cox is otherwise entitled to receive from the System, that Cox has been advised in writing to consult with an attorney before signing this Agreement and Cox further warrants that she has been given a reasonable period of not less than twenty-one (21) days within which to consider this Agreement and that she has entered into this Agreement knowingly and voluntarily.

7. **Revocation.** Further, in addition to the 21 day period set out in Section 6 immediately above, Cox may revoke this Agreement for a period of seven (7) days following the day this Agreement is signed. Any revocation within this period must be submitted, in writing, to the System and state, "I hereby revoke my

acceptance of the release provisions of my Settlement Agreement." Revocation must be personally delivered to the System, or express overnight mailed to the System and postmarked within seven (7) days of execution of this Agreement. If the last day of the revocation period is a Saturday, Sunday, or legal holiday in Texas, then the revocation period will not expire until the next following day which is not a Saturday, Sunday, or legal holiday. This Agreement does not take effect until those seven days have ended without Cox having revoked it.

8. **Effective Date and Enforceability of Release and Covenants.** The release and covenant not to sue provisions of this Agreement will become effective and enforceable on the first day after the revocation period has expired, provided that Cox has not revoked acceptance of this Agreement. Once effective, such releases and covenants shall remain in effect and shall not thereafter be affected by the failure of Cox to work through the Separation Date unless such failure is occasioned by the System's breach of this Agreement or its discharge of Cox without cause prior to such Separation Date.

9. **Scope of Release.** The effect of this Agreement is to waive and release any and all claims, demands, actions or causes of action that any party may have against another party for any liability, whether vicarious, derivative or direct as described above. This includes any claims for damages (actual or punitive), equitable relief, attorneys' fees, costs of court, interest, and any and all other loss, expense or detriment of whatever kind resulting from, growing out of, connected with, or related in any way to Cox's employment with the System.

10. **No Admission of Liability.** The Parties acknowledge and agree that nothing contained herein should be construed as an admission of any kind by any Party that he or it has violated any state or federal law.

11. **Knowing and Voluntary.** The Parties expressly warrant and declare that they have carefully read and fully understand the terms and provisions of this Agreement.

12. **No Modification.** This Agreement may not be changed or terminated orally, and no change, termination or waiver of this Agreement shall be binding unless made in writing and signed by the parties.

13. **Savings Clause.** In the event any provision of this Agreement is deemed invalid, illegal, void or unenforceable, such provision will be stricken and will not affect the validity or enforceability of the remainder of the Agreement.

14. **Governing Law.** This Agreement is performable in Dallas County, Texas, and shall be interpreted and construed in accordance with the laws of the State of Texas, except to the extent federal law may apply.

15. **Entire Agreement.** The Agreement constitutes and contains the entire understanding and agreement between the parties and supersedes all prior negotiations, or proposed understandings and agreements, whether oral or in writing between them. No other person or entity has made any other promises, representations or warranties whatsoever, express or implied, not contained in this Agreement, to induce the execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

EMPLOYEE:

THE DALLAS POLICE AND FIRE  
PENSION SYSTEM

By: \_\_\_\_\_  
Kathryn A. Cox

By: \_\_\_\_\_



## EXHIBIT D

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. <b>DALLAS POLICE &amp; FIRE PENSION SYSTEM 2777 STEMMONS FRWY STE 825 DALLAS, TEXAS 75207</b>		1 Rents \$	OMB No. 1545-0115  <b>2000</b> Form 1099-MISC	<b>Miscellaneous Income</b>
		2 Royalties \$		
		3 Other Income \$ <b>30,000.00</b>		
PAYER'S Federal identification number <b>75-1095837</b>	RECIPIENT'S identification number [REDACTED]	4 Federal income tax withheld \$ <b>8,400.00</b>	5 Fishing boat proceeds \$	<b>Copy C For Payer</b>  For Privacy Act and Paperwork Reduction Act Notice, see the <b>2000 General Instructions for Forms 1099, 1098, 5498, and W-2G.</b>
RECIPIENT'S name <b>KATHRYN A. COX</b>		6 Medical and health care payments \$	7 Nonemployee compensation \$	
Street address (including apt. no.) [REDACTED]		8 Substitute payments in lieu of dividends or interest \$	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	
City, state, and ZIP code [REDACTED]		10 Crop insurance proceeds \$	11 State income tax withheld \$	
Account number (optional)	2nd TIN Not <input type="checkbox"/>	12 State/Payer's state number	13 \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

## **Dallas Public Fraud Prevention Services**

Anonymous Hotline Reporting

POB 455  
Addison, TX 75001-0455

[www.dpfps.org](http://www.dpfps.org)

June 21, 2004

Ms. Mary K. Suhm  
Dallas City Manager  
1500 Marilla Street, Room 4EN  
Dallas, Texas 75201-6390

**RE: Texas Public Information Act - Open Records Request  
Dallas Police & Fire Pension System  
ID # 0301-024**

**SECOND REQUEST  
07/12/04**

Dear Ms. Suhm:

Richard Tettamant has held the position of Administrator of the Dallas Police and Fire Pension System since 1993. He also served as Assistant Administrator of the Pension System for eight years. He joined the Pension System in 1982 (Exhibit "A").

Gerald Brown has served continuously on the Board of Trustees since 1983. He currently serves as Chairman of the Board of Trustees and is a member of the Administrative Advisory Committee (Exhibit "B").

During 1993, the law firm of Lawson & Fields, P.C. was incorporated. During its many years as outside legal counsel for the Dallas Police & Fire Pension System, the firm's name has changed, most recently to Lawson Fields & Calhoun, P.C. (Exhibit "C", Exhibit "D"). Pursuant to Texas Public Information Act, Chapter 552, Texas Government Code, please identify the date of the first contract for legal services between the Dallas Police & Fire Pension System and its outside legal counsel, Lawson Fields & Calhoun, P.C., and/or its member attorneys.

Please note that we are requesting that the City Manager's office compile information responsive to this Open Records Request, and that a written itemized statement of estimated charges be provided in advance of work being started should the estimated charge exceed \$10.

Please advise should you have comments or require additional information. Thank you.

Sincerely,

Fraud Investigations  
Dallas Public Fraud Prevention Services  
[www.dpfps.org](http://www.dpfps.org)

cc: Mayor Laura Miller  
Dallas City Councilmembers  
Shirley Acy, City Secretary



## **Dallas Public Fraud Prevention Services**

Anonymous Hotline Reporting

POB 455

Addison, TX 75001-0455

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June 21, 2004

Ms. Mary K. Suhm  
Dallas City Manager  
1500 Marilla Street, Room 4EN  
Dallas, Texas 75201-6390

**RE: Texas Public Information Act - Open Records Request  
Dallas Police & Fire Pension System  
ID # 0301-024**

**THIRD REQUEST  
07/19/04  
CMRRR 7002 3150 0001 7344 2142**

Dear Ms. Suhm:



Richard Tettamant has held the position of Administrator of the Dallas Police and Fire Pension System since 1993. He also served as Assistant Administrator of the Pension System for eight years. He joined the Pension System in 1982 (Exhibit "A").

Gerald Brown has served continuously on the Board of Trustees since 1983. He currently serves as Chairman of the Board of Trustees and is a member of the Administrative Advisory Committee (Exhibit "B").

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Please advise should you have comments or require additional information. Thank you.

Sincerely,



Fraud Investigations  
Dallas Public Fraud Prevention Services  
[www.dpfps.org](http://www.dpfps.org)

cc: Mayor Laura Miller  
Dallas City Councilmembers  
Shirley Acy, City Secretary