DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

APRIL 10, 2001

MAJOR CAPITAL PROJECTS REVIEW - 8:00 A.M.

to be followed by

REGULAR COURT

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

Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**

** April 13, 2001 @ 9:00 a.m. - Legislative Briefing - Commissioners Courtroom **
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

DATE: April 10, 2001

SUBJECT: CENTERS FOR DISEASE CONTROL AND PREVENTION
GRANT #R30/CCR618393-02 (STD/HIV PREVENTION TRAINING CENTER)

BACKGROUND

Centers for Disease Control and Prevention (CDC) has provided Dallas County Department of Health and Human Services with the STD/HIV Prevention Training Center Grant #R30/CCR618393-02, which provides for subcontracting with the University of Texas Southwestern Medical Center at Dallas and various other health professionals and services; as well as funding for the four (4) full-time positions currently assigned to budget 619. This grant is effective April 1, 2001 and will expire on March 31, 2002.

OPERATIONAL IMPACT

Grant #R30/CCR618393-02 STD/HIV Prevention Training Center of the Centers for Disease Control and Prevention grant will continue to fund (4) full-time positions. There is no additional impact to Dallas County for this grant.

FISCAL IMPACT

Grant #R30/CCR618393-02 STD/HIV Prevention Training Center provides a total of $431,156. Of which, $85,028 is subcontracted to the University of Texas Southwestern Medical Center at Dallas for the services of the physicians and specialists in STD's. In addition, $26,150 for contractual funds are also available for subcontracting with individuals, health professionals, and services for supplemental training, model clinics, and continuing medical and nursing education certifications in the Training Center Program, $242,434 for salaries and fringes, $530 for equipment, $11,463 for conference training, $5,200 for supplies, and $6,400 for other, for total direct charges of $377,205, and indirect charges in the amount of $53,951.
LEGAL IMPACT

The Commissioners Court is required to approve the Grant #R30/CCR618393-02 STD/HIV Prevention Training Center of the Centers for Disease Control and Prevention.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the Center for Disease Control and Prevention Grant #R30/CCR618393-02 (STD/HIV Prevention Training Centers).

Recommended by: 

Betty Culbreath-Lister, Director

xc: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Acting Budget Officer
DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
CENTERS FOR DISEASE CONTROL AND PREVENTION

NOTICE OF COOPERATIVE AGREEMENT

PHS ACT 318.301,311317 42CFR PART 51B

15. DIRECTOR OF PROJECT/PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR
BETTY CULBREATH-LISTER
DALLAS COUNTY HLTH & HUMAN SVCS DEPT.
2377 N. STEMONS FREEWAY
DALLAS, TX 75207-2710

A. AMOUNT OF THE FINANCIAL ASSISTANCE (FROM L.1) $431,156
B. LESS UNBUDGETED BALANCE FROM PRIOR BUDGET PERIOD 0
C. LESS DEDUCTIBLE PRIOR AWARDS FROM THIS BUDGET PERIOD 0
D. AMOUNT OF FINANCIAL ASSIST. THIS ACTION $431,156

PART 5B

TOTAL DIRECT COSTS $377,205
INDIRECT COSTS: 31.00 X OF SAM/TADE $55,951
TOTAL APPROVED BUDGET $431,156

INQUIRIES:ふ

SPONSOR:
# IDC RATE BASE: SEE ATTACHED

Ron Van Duyne
GRANTS MANAGEMENT OFFICER

Sponsor:
# IDC RATE BASE: SEE ATTACHED

Ron Van Duyne
GRANTS MANAGEMENT OFFICER

A. AMOUNT OF THE FINANCIAL ASSISTANCE (FROM L.1) $431,156
B. LESS UNBUDGETED BALANCE FROM PRIOR BUDGET PERIOD 0
C. LESS DEDUCTIBLE PRIOR AWARDS FROM THIS BUDGET PERIOD 0
D. AMOUNT OF FINANCIAL ASSIST. THIS ACTION $431,156

PART 5B

TOTAL DIRECT COSTS $377,205
INDIRECT COSTS: 31.00 X OF SAM/TADE $55,951
TOTAL APPROVED BUDGET $431,156

INQUIRIES:ふ

SPONSOR:
# IDC RATE BASE: SEE ATTACHED

Ron Van Duyne
GRANTS MANAGEMENT OFFICER
An amendment will follow this award to make some internal accounting changes. This amendment will not change your award amount.
Dallas County
JUVENILE DEPARTMENT

MEMORANDUM

Date: April 4, 2001
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director
Re: Challenge Grant Award

BACKGROUND OF ISSUE

The Dallas County Commissioners Court through Court Order 2000-2253 dated November 7, 2000 accepted the award of $221,000 in Challenge Grant funding from the Texas Juvenile Probation Commission (TJPC). Beginning with FY 2000, TJPC has utilized a competitive application process to determine grant awards. For FY 2001 the Juvenile Department requested $260,000 in Challenge Grant funds. Initially, TJPC funded our Challenge Grant at 85% ($221,000) of the requested amount. Pursuant to its February 2001 board meeting, TJPC decided to fund all Challenge Grant recipients at 100% of the original grant request. Based on this decision, the Juvenile Department has received an additional award of $39,000 in FY 2001 Challenge Grant funds. TJPC has elected to administer this award through an amendment to the FY 2000 contract. The Juvenile Board approved the department’s request to accept the Challenge Grant award at its March 26, 2001 meeting.

IMPACT ON OPERATIONS AND MAINTENANCE

The Challenge Grant award can only be used for direct placement costs or non-residential services for multi-problem juveniles, which are defined as juveniles under the jurisdiction of the juvenile court (on court ordered probation or participating in informal adjustment) and are also either mentally ill, mentally retarded, emotionally disturbed, abused or neglected. The Challenge Grant program will have no impact on Juvenile Department operations. Existing procedures provide for an assessment to identify multi-problem youth, processes for determining when removal from the home or referral to non-residential services is appropriate, for placement in appropriate residential facilities, and for monitoring the progress of youth in both residential and non-residential programs.
LEGAL INFORMATION

The signature of the Chairman of the Dallas County Juvenile Board is required on the contract amendment with TJPC for FY 2001 Challenge Grant funds. The signature of the Dallas County Auditor, as Chief Fiscal Officer, is also required on the contract amendment. Commissioners Court approval of the actual contract amendment is not required. However, Commissioners Court approval is needed to authorize the use of Dallas County Grant Match funds and to authorize the County Auditor to sign the contract.

FINANCIAL IMPACT / CONSIDERATIONS

The FY 2001 Challenge Grant award requires a dollar for dollar match of local funds. A total of $221,000 ($180,772 in the Dallas County Matching Funds account and $40,228 from the Juvenile Department’s placement budget based on Court Order 2000-2253) was set aside in FY 2001 to be used in conjunction with this grant. The additional county match requirement of $39,000 will be met by transferring funds from the existing Juvenile Department’s FY 2001 placement budget. No additional funds will be needed.

PERFORMANCE MEASURES IMPACT

The award will have no additional impact on the department’s performance measures. The award will help the department with more resources to meet the placement needs of approximately 25 juveniles under its jurisdiction who are either mentally ill, mentally retarded, emotionally disturbed, abused or neglected.

PROJECT SCHEDULE / IMPLEMENTATION

The Dallas County Juvenile Department has received funding from the Texas Juvenile Probation Commission’s (TJPC) Challenge Grant program since 1988. The term of this contract will expire on August 31, 2001.

M/WBE INFORMATION

This section is not applicable to this grant award.

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court approve the contract amendment with TJPC for the FY 2001 Challenge Grant and authorize the transfer of $39,000 from the Juvenile Department’s FY 2001 placement budget to be used in conjunction with this grant. It is also recommended that the Dallas County Commissioners Court authorize the Dallas County Auditor to sign the contract and related documents.

APPROVED BY: Michael K. Griffiths, Director
This is an Amendment Number Three to the Fiscal Year 2000 Challenge Grant Contract between the State of Texas, represented by and through the Texas Juvenile Probation Commission, hereinafter called "TJPC", and the Juvenile Board of Dallas, hereinafter called "Recipient". TJPC and Recipient, for the consideration hereinafter detailed, make the following agreements.

I. PURPOSE AND SCOPE OF AGREEMENT

The purpose of Amendment Number Three is to provide additional funding for Fiscal Year 2001. All provisions in the original Challenge Grant Contract, as amended by Amendment Number One and Amendment Number Two, that do not conflict with the provisions of Amendment Number Three remain in full force and effect.

II. AMENDMENTS TO ARTICLE II

Article II, paragraph 2.1 is amended by adding subsections 2.1.10 to read as follows:

2.1.10 Juvenile Board Resolution or equivalent statement of authority to lawfully execute Amendment Number Three marked as [Exhibit "K"]

III. AMENDMENTS TO ARTICLE IV.

Article IV, paragraph 4.1 is amended by adding subsection 4.1.2 to read as follows:

4.1.2 Additional Funding for Fiscal Year 2001. TJPC further agrees to pay Recipient an amount not to exceed $39,000 (Thirty-nine thousand dollars)
in equal monthly payments as additional funding for Fiscal Year 2001.

IV. AMENDMENTS TO ARTICLE VIII

Article VIII, paragraph 8.1 is amended by adding subsection 8.1.1.1 to read as follows:

8.1.1.1 Term for Amendment Number Three. Upon Execution of Amendment Number Three, this Contract shall be in force from March 1, 2001 through August 31, 2001.

Article VIII, paragraph 8.29 is amended by adding subsection 8.29.1 to read as follows:

8.29.1.1 Recipient's Authority to Execute Amendment Number Three. The person or persons signing and executing Amendment Number Three on behalf of the Recipient, or representing themselves as signing and executing Amendment Number Three on behalf of the Recipient, guarantee that they have been fully authorized by the Recipient to execute the Amendment on behalf of the Recipient and to validly and legally bind the Recipient to all the terms and provisions contained in this Amendment. Evidence of this authority to Contract is attached to this Contract as Exhibit "K".
For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves.

THE STATE OF TEXAS
Acting By and Through The
Texas Juvenile Probation Commission (TJPC)

By:  
Typed Name:  Annie Collier  
Title:  TJPC Contract Administrator  
Date:  

RECIPIENT
The Juvenile Board of Dallas

By:  
Typed Name:  Lee F. Jackson  
Title:  Dallas County Judge & Juvenile Board Chairman  
Date:  

By:  
Typed Name:  Michael K. Griffiths  
Title:  Director, Dallas County Juvenile Department.  
Date:  

By:  
Typed Name:  Virginia Porter  
Title:  Dallas County Auditor  
Date:  

Challenge Grant Contract  
Texas Juvenile Probation Commission  
Amendment Number Three
**EXHIBIT "H"**

TEXAS JUVENILE PROBATION COMMISSION
BUDGET APPLICATION
FY2001
CHALLENGE GRANT
Amendment

<table>
<thead>
<tr>
<th>PROJECTS # : TJPC - C - 2001 - 052</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF JUVENILE BOARD (S) APPLYING: Dallas County Juvenile Board</td>
</tr>
<tr>
<td>COUNTY OR COUNTIES TO BE SERVED: Dallas County</td>
</tr>
</tbody>
</table>

OPERATIONAL BUDGET: (excluding Capital Outlay) Please fill out the worksheets on the following pages, then transfer the subtotals to the summary worksheet below.

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>A. Staff Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1a. Salaries &amp; Fringe Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a. Travel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3a. Operating Expenses</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Non-Residential Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1b. Psychological/psychiatric diagnosis and treatment</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2b. Medical/dental diagnosis, treatment, and supplies</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3b. Vocational and educational fees and supplies</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4b. Transportation and meals</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5b. Clothing and personal hygiene supplies</td>
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<td>$</td>
</tr>
<tr>
<td>6b. Other non-residential services and programs</td>
<td>$</td>
<td>$</td>
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<tr>
<td>(explain on a separate sheet)</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
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<td>$</td>
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<tr>
<td>C. Residential Services</td>
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<tr>
<td>1c. Purchase residential services and detention services</td>
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<td>$39,000</td>
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<tr>
<td>(not to exceed HHSC rates if purchased in the private sector)</td>
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</tr>
<tr>
<td><strong>Total All Categories</strong> (add all Subtotals on this page)</td>
<td>$39,000</td>
<td>$39,000</td>
</tr>
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</table>
Dallas County
JUVENILE DEPARTMENT

MEMORANDUM

Date: April 2, 2001
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director
Re: Project Spotlight Supplemental Grant Award

BACKGROUND OF ISSUE

The Office of the Governor, Criminal Justice Division (CJD), awarded a total of $648,000 to Dallas County in FY 2000 for the Project Spotlight program. The FY 2000 grant of $648,000 was allocated into three categories and the awards were staggered through the year as shown below:

<table>
<thead>
<tr>
<th>Program</th>
<th>Amount</th>
<th>Court Order</th>
<th>Date of Order</th>
</tr>
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<tbody>
<tr>
<td>Basic</td>
<td>$450,000</td>
<td>1999-1969</td>
<td>Oct 19, 1999</td>
</tr>
<tr>
<td>Education and Employment</td>
<td>$ 60,000</td>
<td>2000-1770</td>
<td>Sept 5, 2000</td>
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</table>

FY 2000 was the initial year of operation for the Project Spotlight Program statewide. Several delays were experienced during its startup and implementation phase. Contract approvals of the prevention, and education employment components were also delayed. Subsequently, by year end the program had expended only $348,498 of the $648,200 award. The department requested that CJD approve the transfer of the unspent award balance of $263,702 from FY 2000 to FY 2001.

CJD has notified the department that it has granted our request and deobligated $263,702 from the FY 2000 award and transferred it to FY 2001. This will increase the FY 2001 Project Spotlight award from $660,000 to $923,702.

IMPACT ON OPERATIONS AND MAINTENANCE

The Dallas County Juvenile Department was chosen as lead agency to facilitate the project in this area. The Juvenile Department has developed Inter-local agreements with the Dallas Police Department and Adult Probation to operate this program. Operational responsibility is split among the three agencies and coordinated by staff from the Juvenile Department.
LEGAL INFORMATION

Since the supplemental award is made to Dallas County, CJD requires the signature of the Dallas County Judge and Dallas County Auditor on the Grantee Supplemental Acceptance Notice. This notice must be submitted to the Office of the Governor, Criminal Justice Division by April 26, 2001.

FINANCIAL IMPACT / CONSIDERATIONS

With the supplemental award of $263,702, the Project Spotlight award for FY 2001 from CJD will now total $923,702. This award will cover all the costs associated with this program and there will be no financial impact on the county general funds.

PERFORMANCE MEASURES IMPACT

Project Spotlight is designed to serve youth and young adults who have been adjudicated and placed on supervision with specific conditions of probation. Performance measures have been set for each of the components and will be tracked and monitored by the Contract Services unit. The projected length of a stay in this program would be between six (6) to nine (9) months.

PROJECT SCHEDULE / IMPLEMENTATION

This is the second year of operation for Project Spotlight. The program initially began operation in FY 2000.

M/WBE INFORMATION

This section is not applicable to this grant award.

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court accept the Project Spotlight supplemental grant award from State of Texas Office of the Governor, Criminal Justice Division, and authorize the Dallas County Judge and Auditor to sign the Grantee Supplemental Acceptance Notice and related documents on behalf of Dallas County.

APPROVED BY: 

Michael K. Griffiths, Director
<table>
<thead>
<tr>
<th>Grant Number</th>
<th>Adjustment Number: 4</th>
<th>Date: 03/08/2001</th>
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</thead>
<tbody>
<tr>
<td>14930-02</td>
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</table>

Grantee Name: Dallas County  
Project Title: Project Spotlight  
Region: 0400  
Grant Period: 09/01/2000 to 08/31/2001  
Funding Source: SF-State Criminal Justice Planning (421) Fund

A supplemental grant of $263,702 is awarded pursuant to a letter and budget submitted by Michael K. Griffiths, dated December 22, 2000, and supporting documentation contained in a letter from Gust Ballas, received February 6, 2001. The amount awarded is the amount deobligated from Dallas County's first year grant for Project Spotlight. The budget for Dallas County's second year grant for Project Spotlight is increased from $660,000 to $923,702, as shown in the attached budget.

By: [Signature]

Program Director

Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
APPROVED ADJUSTED BUDGET SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>CJD</th>
<th>Cash Match</th>
<th>In Kind</th>
<th>TOTAL</th>
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<tbody>
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<td>$163,717</td>
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<tr>
<td>B. Contractual:</td>
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<tr>
<td>C. Travel:</td>
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<tr>
<td>D. Equipment:</td>
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<td>$0</td>
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<tr>
<td>E. Construction</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>F. Supplies:</td>
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<tr>
<td>G. Indirect:</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$923,702</strong></td>
<td>$0</td>
<td>$0</td>
<td><strong>$923,702</strong></td>
</tr>
</tbody>
</table>

Budget Detail:

**A. BASIC PROGRAM:**
3 Juvenile Probation Officers and 1 secretary, 100% of time, $114,682.
Fringe benefits, $34,993.
Supplemental grant funds:
  Coordinator, 100% time 6/1/01 - 8/31/01, $10,815 plus benefits of $3,227.

PREVENTION FUNDS: $0.00

EDUCATION/EMPLOYMENT FUNDS: $0.00

**B. BASIC GRANT:**
3 Adult Probation Officers, $95,772
Fringe Benefits, $27,049
2 Police Officers, $96,716
Fringe Benefits, $30,788
Supplemental grant funds:
  Sheriff's deputy, 100% time 4/1/01 - 8/31/01, $16,563 plus fringe benefits of $6,562
  Departmental salary increase and adjusted benefits for 2 police officers, $7,104
  Departmental increase in benefits for 3 adult probation officers, $5,689

PREVENTION FUNDS:
Contract with to be identified service agency(s) to provide crime and delinquency prevention services, $200,000
Supplemental grant funds:
Contract for prevention services in Project Spotlight zip code, $66,560

EDUCATION/EMPLOYMENT FUNDS:
Contract to provide education and employment services, $60,000
Supplemental grant funds:
Contract for education and employment services in Project Spotlight zip code, $36,000

**C. BASIC:**

Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
Supplemental grant funds:
Travel for training for team members and administrators, $2,000.

F. BASIC GRANT:
Supplemental grant funds:
Supplies, $2,000
Training materials and fees, $6,000
Janitorial supplies, $500
Drug testing supplies, $1,000
Maintenance of building for Project Spotlight headquarters, $4,706
Pest control, $130
Project Spotlight jackets/shirts for new officer, $200
Office space rental, $16,380
Copier rental, $1,800
Pagers, $150
Communications, $3,900
Cellular phones/service for 3 teams and a coordinator, $6,048
Utilities, $2,500
Building renovation for Project Spotlight headquarters, $4,000
7 protective vests @ $340 each or $2,380
Police vehicle expenses, $5,232
Police cell phone/service, $1,248
Police radio air time/maintenance, $1,116
Sheriff vehicle expenses, $4,000
Uniforms and weapons for officers newly assigned to Project Spotlight, $2,130
Badges for team members, $480
Heavy duty flashlights, $220
Carryover funds to fy 2002, $43,062

PREVENTION FUNDS: $0.00

EDUCATION/EMPLOYMENT FUNDS: $0.00
OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
GRANTEE SUPPLEMENTAL ACCEPTANCE NOTICE  

SF-01-J20-14930-02  
Dallas County  
Project Spotlight  

This Acceptance Notice should be signed and returned to the Criminal Justice Division (CJD) by April 26, 2001. The grantee will not receive any grant funds until this notice is executed and returned to CJD.

The authorized official, financial officer, and project director, referred to below as grantee officials, for this grant project must read the following and indicate agreement by signing this Acceptance Notice below:

• The authorized official for the grantee accepts the grant award.
• The grantee officials agree to the terms of the grant, including the rules and documents adopted by reference in Title I, Chapter 3, Texas Administrative Code.
• It is understood that a violation of any term of the grant may result in CJD placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
• The grantee officials understand that they must satisfy all special conditions placed on this grant before receiving any funds.
• The grantee officials understand that the project is limited to four budget adjustments during the grant period.

The position designated by the authorized official to request grant adjustments is the (select one):

☑ PROJECT DIRECTOR
☒ FINANCIAL OFFICER

Signature of Project Director
Michael K. Griffiths, Director
Name & Title (must print or type)
2600 Lone Star Drive
Official Agency Mailing Address
Dallas, Texas 75212
City/Zip Code
(214)698-2223 (214)698-5508
Telephone Number Fax Number

Signature of Financial Officer
Virginia Porter, County Auditor
Name & Title (must print or type)
509 Main Street, Room 407
Official Agency Mailing Address
Dallas, Texas 75202
City/Zip Code
(214)653-6472 (214)653-6440
Telephone Number Fax Number

Signature of Authorized Official
Lee F. Jackson, Dallas County Judge
Name & Title (must print or type)
411 Elm Street, 2nd Floor
Official Agency Mailing Address
Dallas, Texas 75202
City/Zip Code
(214)653-7555 (214)653-6586
Telephone Number Fax Number

2001·Juvenile Justice  
Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
April 2, 2001

TO: Commissioners Court

THROUGH: Dan Savage, Assistant Administrator for Operations

FROM: Chris Thompson, Director, Communications & Central Services

SUBJECT: 911 Emergency Fee Agreement - Premiere Network Services

Background of Issue
The Public Utility Commission (PUC) of Texas has granted a service provider certificate of authority (SPCOA) authorizing Premiere Network Services to provide local telephone service. Premiere Network Services completed an Interconnect Agreement with Southwestern Bell (SWB) in July of 2000 and an Interconnection, Resale and Unbundling Agreement with GTE in February of 2000. Prior to offering local service, Premiere Network Services must make 911 fee arrangements with the public safety answering entities in their service area. Dallas County is such an entity and Premiere Network Services has requested a 911 Emergency Fee Agreement.

During Briefing Session of November 5, 1997, the Court approved a 911 Service Fee Agreement for use with facility based providers of local service. Premiere Network Services is a facility based provider.

The purpose of this briefing is to present for approval a 911 Emergency Fee Agreement to allow Premiere Network Services to offer local service.

Impact on Operations
Subscribers (customers) and Public Safety Answering Points will see no change in 911 service. The interconnect agreement between Premiere Network Services and SWB and GTE provides access to existing 911 service. However, facilities based providers must link their switches with the existing 911 tandem offices. This agreement contains provisions for testing these links and provides procedures for providing 911 service in the event these links go down.

Legal Information
The Civil Section of the District Attorney's office reviewed and approved the agreement.

Financial Impact/Considerations
Fees, administrative charges and billing procedures are identical to those currently in place with SWB and GTE. Fees previously collected and paid to Dallas County by SWB and will be collected and paid by Premiere Network Services.

Recommendation
Approve a 911 Emergency Fee Agreement for Premiere Network Services.
The Governance Committee recommends that 14 computer related FY2001 budget requests for a total of $197,955 be funded from the Major Technology Fund.

**Background**

All new computer related requests submitted to the Budget Office as part of the FY2001 budget process were forwarded to I.T. Services/SCT for review. These requests were scored by the M.I.S. Director according to an established scoring system used in previous years to rank all computer related requests.

The lists and all supporting detail were distributed to members of the Governance Committee. I.T. Services/SCT distributed a list of revised price estimates for all requests to the Governance Committee members. After discussion the Governance Committee voted to recommend the following:

- Approve the projects within the sequence numbers 1-15, with the exception of number 3, for funding from the Major Technology Fund.
- Approve $17,996 for the installation and delivery of all approved requests utilizing temporary services provided by a State catalog vendor and funded from the Major Technology Fund.
**Financial Impact/Considerations**

The total one-time costs of this request are as follows:

<table>
<thead>
<tr>
<th>Request No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>#FY2001-087</td>
<td>Comm. &amp; Central Services - Memory Upgrade and Dial Up Access</td>
<td>$2,561</td>
</tr>
<tr>
<td>#FY2001-017</td>
<td>Juvenile Department - MS BackOffice Server 4.5</td>
<td>$37,554</td>
</tr>
<tr>
<td>#FY2001-019</td>
<td>Juvenile - Probation Services - 15 Computers</td>
<td>$34,179</td>
</tr>
<tr>
<td>#FY2001-083</td>
<td>Public Works - Transp. &amp; Des. - HP Plotter 1055CM</td>
<td>$8,935</td>
</tr>
<tr>
<td>#FY2001-041</td>
<td>Personnel/Civil Service - Six Computers</td>
<td>$13,112</td>
</tr>
<tr>
<td>#FY2001-102</td>
<td>Elections Department - Modem Rack - Expansion</td>
<td>$3,000</td>
</tr>
<tr>
<td>#FY2001-021</td>
<td>Juvenile - Placement Unit - Three Computers w/Modems</td>
<td>$6,856</td>
</tr>
<tr>
<td>#FY2001-014</td>
<td>District Clerk Office - Three LaserJet Printers</td>
<td>$5,905</td>
</tr>
<tr>
<td>#FY2001-009</td>
<td>District Clerk Office - MS Office Professional 2000</td>
<td>$8,075</td>
</tr>
<tr>
<td>#FY2001-022</td>
<td>Juvenile - Youth Village - Computer and Printer</td>
<td>$2,625</td>
</tr>
<tr>
<td>#FY2001-023</td>
<td>Juvenile - Youth Village - HP LaserJet 4050TN Printer</td>
<td>$1,675</td>
</tr>
<tr>
<td>#FY2001-008</td>
<td>Public Defender - Five Computers</td>
<td>$12,126</td>
</tr>
<tr>
<td>#FY2001-034</td>
<td>Probate Court #3 - Notebook Computer</td>
<td>$3,771</td>
</tr>
<tr>
<td>#FY2001-091</td>
<td>Fire Marshall - Three Computers w/17&quot; Monitors, Printers and Server</td>
<td>$39,585</td>
</tr>
</tbody>
</table>

All Requests | Installation and Delivery Services for all approved requests | $17,996 |

**Total One-Time Costs:** $197,955
The total ongoing costs of this request are as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years 1-3</td>
<td>Warranty on Standard Microcomputer</td>
<td>$0</td>
</tr>
<tr>
<td>Years 1-3</td>
<td>Warranty on Notebook Computer</td>
<td>$0</td>
</tr>
<tr>
<td>Years 1-3</td>
<td>Warranty on Server</td>
<td>$0</td>
</tr>
<tr>
<td>Year 1</td>
<td>Warranty on Printer</td>
<td>$0</td>
</tr>
<tr>
<td>Years 4-5</td>
<td>33 - Standard Microcomputers @ $96 ea. per year</td>
<td>$6,336</td>
</tr>
<tr>
<td>Years 4-5</td>
<td>1 - Notebook Computer @ $200 ea. per year</td>
<td>$400</td>
</tr>
<tr>
<td>Years 4-5</td>
<td>1 - Server @ $350 ea. per year</td>
<td>$700</td>
</tr>
<tr>
<td>Years 2-5</td>
<td>9 - Printers/Plotter @ $50 ea. per year</td>
<td>$1,800</td>
</tr>
</tbody>
</table>

Total Ongoing Costs: $9,236

Total Projected Costs (5yrs): $207,191

Funding

The FY2001 budgeted amount for new requests from the Major Technology Fund is $225,000. Approval of this request would reduce the available balance by $197,955.

Project Schedule

This equipment will be installed with the use of temporary services to supplement in house staff in order to expedite the installation within 30 days after it is received from the manufacturer. The 60 man months allocated to Network Services form the annual work plan will also be used to support the County’s PC Enterprise Network environment, special projects, and requests received throughout the year.

Recommendation

The Governance Committee recommended that these requests be funded and forwarded to the Commissioners Court for further consideration. I.T. Services/SCT has reviewed all approved requests and concurs with the Governance Committee’s recommendation that 14 high ranking requests be funded from the FY2001 Major Technology Fund #00195.0000.08630.2001.0000.92014.00000.0000.

Approved By:

John M. Hennessey, M.I.S. Director
COURT ORDER

ORDER NO: __________________________

DATE: __________________________

STATE OF TEXAS  

COUNTY OF DALLAS  

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the _______ day of _______________________________________, 2001, on motion made by _____________________________, and seconded by _____________________________, the following order was adopted:

WHEREAS, This issue was briefed before Commissioners Court on April 10, 2001; and

WHEREAS, The Governance Committee scored all FY2001 computer related requests received by the Budget Department as part of the FY2001 Budget process; and

WHEREAS, The Governance Committee voted to approve 14 requests from County departments for submission to the Dallas County Commissioners Court for consideration; and

WHEREAS, Funding for the total one time cost of $197,955 is available from the FY2001 Major Technology Fund #00195.0000.08630.2001.0000.92014.00000.0000; and

WHEREAS, A three year warranty is provided with the standard microcomputer. Beginning in the fourth year, maintenance for this equipment will cost approximately $96/year (based on current prices). Future maintenance costs will be funded by the County General Fund; and

WHEREAS, A three year warranty is provided with the notebook computer. Beginning in the fourth year, maintenance for this equipment will cost approximately $200/year (based on current prices). Future maintenance costs will be funded by the County General Fund; and
WHEREAS, A three year warranty is provided with the server. Beginning in the fourth year, maintenance for this equipment will cost approximately $350/year (based on current prices). Future maintenance costs will be funded by the County General Fund; and

WHEREAS, A one year warranty is provided with the printer/plotter. Beginning in the second year, maintenance for this equipment will cost approximately $50/year (based on current prices). Future maintenance costs will be funded by the County General Fund; and

WHEREAS, Funding for vendor-provided temporary services to install the approved equipment and software has been included; and

WHEREAS, The above request has been recommended by the M.I.S. Coordinator.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes the implementation of 14 computer related budget requests for a total one time cost of $197,955 to be funded from the FY2001 Major Technology Fund #00195.0000.08630.2001.0000.92014.00000.0000.

DONE IN OPEN COURT this the day of , 2001.

Lee F. Jackson, County Judge
Jim Jackson, Commissioner
Road and Bridge, District 1

Mike Cantrell, Commissioner
Road and Bridge, District 2

John Wiley Price, Commissioner
Road and Bridge, District 3

Kenneth A. Mayfield, Commissioner
Road and Bridge, District 4

RECOMMENDED BY:

John Nero, Account Executive, I.T. Services/SCT

John M. Hennessey, M.I.S. Director
The M.I.S. Director recommends that two computer related FY2001 replacement requests for a total of $10,010 be funded from the County Replacement Fund.

**Background**

These requests were reviewed by the M.I.S. Director and have been recommended to be replaced at a cost of $9,100. In addition, the M.I.S. Director recommends approval of $910 for the installation of all approved requests utilizing temporary services provided by a State catalog vendor and funded from the County Replacement Fund. The total cost of replacement hardware installation is $10,010.

**Financial Impact/Considerations**

The total one-time costs of this request are as follows:

<table>
<thead>
<tr>
<th>Request Number</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2001-039</td>
<td>Tax Office - 13 Mainframe Printers</td>
<td>$8,450</td>
</tr>
<tr>
<td>FY2001-060</td>
<td>North Tower Jail - High Capacity Mainframe Printer</td>
<td>$650</td>
</tr>
<tr>
<td></td>
<td>Installation services for all approved requests</td>
<td>$910</td>
</tr>
<tr>
<td></td>
<td><strong>Total One-Time Costs:</strong></td>
<td><strong>$10,010</strong></td>
</tr>
</tbody>
</table>
The total ongoing costs of this request are as follows:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Item Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Days</td>
<td>Warranty on Mainframe Printer</td>
<td>$0</td>
</tr>
<tr>
<td>Years 1-5</td>
<td>14 - Mainframe Printers @ $50 ea. per year</td>
<td>$3,500</td>
</tr>
</tbody>
</table>

**Total Ongoing Costs:** $3,500

**Total Projected Costs (5yrs):** $13,510

**Funding**

The FY2001 budgeted amount for replacement requests from the County Replacement Fund is $85,000. Approval of this request would reduce the available balance by $10,010 leaving $137 in the fund.

**Project Schedule**

This equipment will be installed with the use of temporary services to supplement in house staff in order to expedite the installation within 30 days after it is received from the manufacturer. The 60 man months allocated to Network Services from the annual work plan will also be used to support the County’s PC Enterprise Network environment, special projects, and requests received throughout the year.

**Recommendation**

The M.I.S. Director recommends that Commissioners Court approve the use of the Computer Replacement Fund (00120.9940.08630.2001) to provide for hardware replacements for various County Departments for a total cost of $10,010.

Approved By: John Hennessey, M.I.S. Director
BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the____ day of__________________________, 2001, on motion made by__________________________________________________________, and seconded by__________________________________________________________, the following order was adopted:

WHEREAS, This issue was briefed before Commissioners Court on April 10, 2001; and

WHEREAS, The M.I.S. Director reviewed all FY2001 computer related replacement requests; and

WHEREAS, Funding for the total one time cost of $10,010 is available from the Computer Replacement Fund #00120.9940.08630.2001; and

WHEREAS, A 60-day warranty is provided with the mainframe printer. Beginning in the third month, maintenance for this equipment will cost approximately $50/year (based on current prices). Future maintenance costs will be funded by the County General Fund; and

WHEREAS, Funding for vendor-provided temporary services to install the approved equipment has been included; and

WHEREAS, The above request has been recommended by the M.I.S. Director.
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes the implementation of two computer related replacement requests for a total one time cost of $10,010 to be funded from the County Replacement Fund #00120.9940.08630.2001.

DONE IN OPEN COURT this the day of , 2001.

Lee F. Jackson, County Judge  Jim Jackson, Commissioner  Mike Cantrell, Commissioner
Road and Bridge, District 1 Road and Bridge, District 2

John Wiley Price, Commissioner  Kenneth A. Mayfield, Commissioner
Road and Bridge, District 3 Road and Bridge, District 4

RECOMMENDED BY:  
John Nero, Account Executive, Information Technology Services

John M. Hennessey, M.I.S. Director
Dallas County
Engineering & Project Management

April 10, 2001

TO: Commissioners Court

FROM: Bernard E. Blanton

THROUGH: Dan Savage, Assistant Administrator for Operations

SUBJECT: Old Red Courthouse Preservation & Restoration
Demolition Phase I-A

BACKGROUND:

The demolition work on this project has been divided into several phases to facilitate the design requirements necessary to complete the drawings and specifications.

IMPACT/OPERATIONS: The construction (demolition) bids for Bid No. 2001-069-787 were opened March 29, 2001 with Global Advantage, Inc. the apparent lowest qualified bidder with a total bid of $83.000. (See Architect recommendation, attached.)

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>BID MATERIALS</th>
<th>MWBE</th>
<th>BOND</th>
<th>ADDEN.</th>
<th>LABOR</th>
<th>TOTAL BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Global Advantage, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$ 32.000</td>
<td>$ 51.000</td>
<td>$ 83.000*</td>
</tr>
<tr>
<td>Sunmax Group, Inc.</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>40.000</td>
<td>58.000</td>
<td>98.000</td>
</tr>
<tr>
<td>M. K. Construction Co.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>12.568</td>
<td>98.513</td>
<td>111.081</td>
</tr>
<tr>
<td>Hallmark Construction</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>30.000</td>
<td>84.000</td>
<td>114.000</td>
</tr>
<tr>
<td>Demolition Materials L.L.C.</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>-0-</td>
<td>145.432</td>
<td>145.432</td>
</tr>
<tr>
<td>Billy L. &amp; Joan Nabors, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>-0-</td>
<td>157.400</td>
<td>157.400</td>
</tr>
</tbody>
</table>

The scope of this phase of the demolition consist of removal and legal off-site disposal of all interior finishes to also include plumbing, partial electrical and HVAC ductwork from four floors of the building to expose the original interior finishes.

LEGAL: Bid No. 2001-069-787 was advertised in strict accords with applicable Dallas County Policy.

MWBE: The M/WBE Coordinator has provided the Certification Report.

FINANCIAL IMPACT: Funds are available for this work in the Major Projects FY2001 (00196.2001) for Old Red Courthouse Renovation.

RECOMMENDATION: Engineering and project management recommends that the Commissioners court authorize a construction contract in the amount of $83.000 with Global Advantage, Inc. to initiate the work required for the Old Red Courthouse Preservation & Restoration, Demolition Phase I-A.

APPROVED BY:

J. Allen Clemson, Administrator

George L. Allen Sr. Courts Building, 600 Commerce Street, 9th Floor, Dallas, Texas 75202
(214) 653-6728 • Fax (214) 653-6729
To: Bernard E. Blanton
From: Tom Marshall
CC: Old Red 2001
Date: 04/04/01
Re: Demolition Phase 1-A: Qualifications of Low Bidder

Mr. Blanton—we have reviewed the work history of Global Advantage, Inc. (Global), and contacted three of the companies for which Global has performed work similar in nature to that of the Project.

All three companies have done repeat work with Global. The general contractor for which Global has done demolition work in historic structures (Majestic Theater, Dallas and Sundance Square, Ft. Worth) rated Global's work as excellent; he has given the company many repeat contracts, and stated that Global is "first on his list" for demolition work.

All references stated that Global had performed in a timely manner, done a good job, handled its payroll, and completed the work with no problems.

We recommend that Dallas County contract with Global Advantage, Inc. as low bidder for the Demolition Phase 1-A work.


Thomas F. Marshall, Vice President
MEMORANDUM

DATE: March 30, 2001

TO: J. Allen Clemson, Court Administrator

FROM: Irvin Hicks, Director - Minority Affairs

SUBJECT: M/WBE Review of RFP# 2001-069-787 Old Red - Demolition Phase 1-A (Management Summary)

The following is a synopsis of the subject narrative:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEOI Docs (?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Global Advantage, Inc.</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Sunmax Group, Inc.</td>
<td>0*</td>
<td>N*</td>
</tr>
<tr>
<td>M. K. Construction</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Hallmark Construction</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Demolition Materials L.L.C.</td>
<td>0*</td>
<td>N*</td>
</tr>
<tr>
<td>Billy &amp; John Nabors, Inc.</td>
<td>3</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Firm failed to submit M/WBE documentation, therefore bid does not comply with County’s GPE policy.

Please feel free to contact me should you have questions/concerns regarding this matter.

Cc: Commissioners Court (thru J. Allen Clemson)
    Linda Bolds
    file(2001-069)
## DALLAS COUNTY MAJOR PROJECTS REVIEW

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>RESPONSIBLE DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Red Selective Demolition</td>
<td>Engineering and Project Management</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT MANAGER</th>
<th>DATE OF REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bernie Blanton</td>
<td>April 3, 2001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
<th>FUND/ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary demolition, removal and disposal of the existing interior finish materials from the remaining four floors.</td>
<td>196.2001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BRIEFING DATE</th>
<th>COURT ORDER DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>A&amp;E FIRM/AWARD DATE</th>
<th>PROJECT DESCRIPTION</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR/AWARD DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court Order No. 2001-194</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>196.2001 (Major Projects Fund - FY2001) ($5.7 million)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Estimate $145,021. DATE: Jan. 2001</td>
</tr>
<tr>
<td>Modified Estimate</td>
</tr>
<tr>
<td>Modified Estimate</td>
</tr>
<tr>
<td>Current Estimate $145,021. DATE: Jan. 2001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SCHEDULING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date Feb. 2001</td>
</tr>
<tr>
<td>Completion Date Aug. 2001</td>
</tr>
<tr>
<td>PLANNED</td>
</tr>
<tr>
<td>CURRENT</td>
</tr>
<tr>
<td>DELAY (DAYS)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>USES OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect/Engineer $13,248</td>
</tr>
<tr>
<td>Construction Contractor $131,773</td>
</tr>
<tr>
<td>Equipment $145,021</td>
</tr>
<tr>
<td>Subtotal $145,021</td>
</tr>
<tr>
<td>In-House Labor</td>
</tr>
<tr>
<td>Materials</td>
</tr>
<tr>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Total $145,021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MINORITY CONTRACTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planned</td>
</tr>
<tr>
<td>Minoritv Participating (%) 0%</td>
</tr>
<tr>
<td>Minority Participation ($) $0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court order No. 2001-436, 02-27-01, authorized to advertise for the solicitation of construction bids. Bid opening 03-29-01.</td>
</tr>
</tbody>
</table>

1.13
April 10, 2001

TO: Commissioners Court

FROM: Bernard E. Blanton, Assistant Administrator for Operations

THROUGH: Dan Savage, Assistant Administrator for Operations

SUBJECT: Old Red Courthouse-Phase II. Interior Work, Fire Alarm System

BACKGROUND:
Court Order 96-2353, 10-10-96 Construction Contract awarded- Con-Real, Inc.
Court Order 97-1033, 05-27-97 Change Order No. 1: Lead paint removal
Court Order 97-2302, 11-18-97 Change Order No. 2: Asbestos abatement
Court Order 97-2446, 12-09-97 Change Order No. 3: Construction revision
Court Order 97-2489, 12-16-97 Change Order No. 4: Construction extended overhead.
Court Order 98-1508, 08-16-97 Change Order No. 5: Construction revisions
Court Order 99-765, 04-20-99 Change Order No. 6: Reduction to Con-Real, Inc. construction contract.

On May, 1999 the City of Dallas Fire Department conducted the final inspection for the Old Red Courthouse Fire Alarm System that had been declared substantially complete July 1998. The system although working well under the design submitted by Design/Systems Group, Inc. to the City of Dallas for initial approval, was subsequently red tagged as incomplete with additional work recommended by the inspectors and specific instructions issued by the Fire Chief to reschedule the inspection. This phase of the installation establishes the base unit, which will service all four floors of the Old Red Courthouse upon completion of all construction to renovate the entire building.

On August 2, 2000 the City of Dallas Fire Department conducted the second final inspection for the fire alarm system and again additional work was recommended by the inspectors to comply as acceptable.

To assure that the additional work will satisfy the code requirements of the last inspection and future construction needs, Design/Systems Group Inc., Inc. has consolidated all design features which include the additional work requested and resubmitted to the City Fire Chief for prior approval and agreed to perform the necessary work as required to help secure formal approval.

IMPACT/OPERATION: The following is a request for authorization of a Purchase Order in the amount of $7,500 for Design/Systems Group, Inc. to provide all of the design, materials, labor, equipment and supervision to complete the work on the fire alarm system in the Old Red Courthouse. (See attachment)

LEGAL: N/A

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: The total cost proposed to complete the work required on the Old Red Fire Alarm System and securing final approval from the City of Dallas Fire Chief is $7,500.
Commissioners Court
Old Red Courthouse-Phase II. Interior Work. Fire Alarm System
April 10, 2001
Page 2

Funds are available for this work in the Major Projects FY2001 (00196.2001) for Old Red Courthouse Renovation.

**RECOMMENDATION:** Engineering & Project Management recommends that the Commissioners Court authorize a Purchase Order in the amount of $7,500 for Design/Systems Group, Inc. to complete the work required for the Old Red Courthouse – Phase II. Interior Work. Fire Alarm System.

**APPROVED BY:**

________________________
J. Allen Clemson, Administrator

Attachments: 1) Design/Systems Group, Inc. Quotation

George L. Allen Sr. Courts Building
600 Commerce St., 9th Floor, Suite 900
Dallas, Texas 75202-6633
Tel: 214-653-6728
Fax: 214-653-6729
Design/Systems Group, Inc.
402 South Center
Grand Prairie, TX. 75051
972-262-3332  •  972-264-3420 Fax

Quotation

To: Bernie Blanton
Company: Dallas County
Fax Number: 214-653-6729
Phone No: 214-653-6730
Date: March 24, 2001
From: James Roberts
Quote No: 11176

Project Name: Dallas Visitors Center/Old Red Courthouse
Project Location: 10 S. Houston St, Dallas, Texas

Base Bid: $7,500.00

Dear Bernie Blanton,

Our Base Bid proposal includes the following List of Materials:

<table>
<thead>
<tr>
<th>QTY</th>
<th>MODEL #</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SIGA-LED</td>
<td>Remote LED's</td>
</tr>
<tr>
<td>1</td>
<td>SIGA-JH</td>
<td>Duct Mounted Smoke Detector with Photoelectric Smoke Detector</td>
</tr>
<tr>
<td>1</td>
<td>SIGA-ES</td>
<td>Control Relay Module (AHU Shutdown, Elevator Recall, etc.)</td>
</tr>
<tr>
<td>2</td>
<td>405-xA-T</td>
<td>4' Square Strobe Light Units - Red</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Electrical contractor/conduit, motor starter, wire mold and labor</td>
</tr>
</tbody>
</table>

Scope to obtain fire department approval of original work permitted:
1. Under no circumstances will DSG personnel disturb existing finishes which contain asbestos materials.
2. Prices as indicated above honored for a period of 30 days unless otherwise negotiated.
3. As Built Drawings, 1-year warranty (for new work), wire and labor included.
4. Based on equipment as manufactured by Edwards Systems Technology.
5. No taxes included.
6. Fire/Smoke dampers, & power and wiring for smoke dampers not included.

If we may be of further assistance please feel free to call.

Sincerely,

James Roberts
# Dallas County Major Projects Review

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Old Red Renovation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsible Department</td>
<td>Engineering &amp; Project Management</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Bernie Blanton</td>
</tr>
<tr>
<td>Date of Report</td>
<td>01-Apr-99</td>
</tr>
<tr>
<td>Project Description</td>
<td>Renovation of the first floor of the Old Red Courthouse</td>
</tr>
<tr>
<td>Fund/Account</td>
<td>482.462.842-4, 416.289.849-4</td>
</tr>
<tr>
<td>Briefing Date</td>
<td>11/19/96</td>
</tr>
<tr>
<td>Court Order Date</td>
<td>12/10/96, 96-2353</td>
</tr>
<tr>
<td>A&amp;E Firm/Award Date</td>
<td>Pratt Architects 12/05/89, 08/12/96</td>
</tr>
<tr>
<td>Contractor/Award Date</td>
<td>Con-Real Inc. 12/10/96, 96-2353</td>
</tr>
<tr>
<td>Funding Source(s)</td>
<td>1985 Bond Fund, 1995 C.O.</td>
</tr>
<tr>
<td>Project Cost</td>
<td></td>
</tr>
<tr>
<td>Original Estimate</td>
<td>$1,995,855</td>
</tr>
<tr>
<td>Modified Estimate</td>
<td></td>
</tr>
<tr>
<td>Change Order #1</td>
<td>2,065,924, Date: May 1997</td>
</tr>
<tr>
<td>Change Order #2</td>
<td>2,113,490, Date: Nov 1997</td>
</tr>
<tr>
<td>Change Order #3</td>
<td>2,126,393, Date: Dec 1997</td>
</tr>
<tr>
<td>Change Order #4</td>
<td>2,186,393, Date: Feb 1998</td>
</tr>
<tr>
<td>Change Order #5</td>
<td>2,193,788, Date: Aug 1998</td>
</tr>
<tr>
<td>Scheduling</td>
<td></td>
</tr>
<tr>
<td>Start Date</td>
<td>December 1996</td>
</tr>
<tr>
<td>Completion Date</td>
<td>February 1998</td>
</tr>
<tr>
<td>Delay (days)</td>
<td>150</td>
</tr>
<tr>
<td>Uses of Funds</td>
<td></td>
</tr>
<tr>
<td>Architect/Engineer</td>
<td>$353,330, $383,148, ($29,818)</td>
</tr>
<tr>
<td>Construction Contractor</td>
<td>1,642,525, 1,799,893, ($157,368)</td>
</tr>
<tr>
<td>Other</td>
<td>10,747, ($10,747)</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$1,995,855, $2,193,788, ($197,933)</td>
</tr>
<tr>
<td>MINORITY CONTRACTING</td>
<td></td>
</tr>
<tr>
<td>Minority Participation (%)</td>
<td>11.07%, MWBE certified</td>
</tr>
<tr>
<td>Minority Participation ($)</td>
<td>$185,069,</td>
</tr>
<tr>
<td>Comments</td>
<td></td>
</tr>
<tr>
<td>Schedule:</td>
<td></td>
</tr>
<tr>
<td>Construction Contract</td>
<td>10 Dec 96</td>
</tr>
<tr>
<td>Construction Start</td>
<td>9 Jan 97</td>
</tr>
<tr>
<td>Certificate of Occupancy</td>
<td>31 July 98,</td>
</tr>
<tr>
<td>Construction Finish</td>
<td>30 Sep 98</td>
</tr>
<tr>
<td>Contract closeout being negotiated.</td>
<td></td>
</tr>
</tbody>
</table>
TO: The Honorable Commissioners Court
FROM: Willa Roberts, Senior Buyer
SUBJECT: Award to other than the lowest bidder - Bid Number 2001-068-785, "Purchase of a Forklift".

BACKGROUND/ISSUE
Dallas County Commissioners Court, at their regularly scheduled session held on March 12, 2001, authorized Bid Number 2001-068-785, to be opened.

Eight (8) bids were received as follows:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shannon Corp</td>
<td>$18,775.00</td>
</tr>
<tr>
<td>Lone Star Forklift, Inc.</td>
<td>$19,500.00</td>
</tr>
<tr>
<td>Powr Lift Corp.</td>
<td>$19,695.00</td>
</tr>
<tr>
<td>Sunbelt Industrial Truck</td>
<td>$19,991.00</td>
</tr>
<tr>
<td>Shoppa's Material Handling</td>
<td>$21,742.00</td>
</tr>
<tr>
<td>Stewart &amp; Stevenson Serv.</td>
<td>$21,824.00</td>
</tr>
<tr>
<td>Briggs Equipment Co.</td>
<td>$21,953.00</td>
</tr>
<tr>
<td>Darr Equipment</td>
<td>$22,669.00</td>
</tr>
</tbody>
</table>

Shannon Corp. is the lowest bidder with a proposed amount of $18,775.00. Their bid is noncompliant for the following reason:

The bid specified that the vendor provide a Forklift with a 680 am hour 36 volt battery, to include a 36 volt, single phase charger (matched to battery with matching connectors). Shannon Corp. proposed a 510 AMP battery with 600 AMP charge. Shannon stated they could not provide 680 AMP battery. Due to the size of their proposed Forklift a larger battery will not fit.

FINANCIAL IMPACT:
As a result of the above, Lone Star Forklift, Inc. is the lowest compliant bidder meeting all of the requirements, as specified in Bid No. 2001-068-785, with an increased cost of $725.00.

RECOMMENDATION:
The lowest bidder is noncompliant with bid specifications. As a result the Purchasing Department in conjunction with the Election Department recommend that the Forklift be awarded to the lowest compliant bidder, Lone Star Forklift, Inc., the lowest compliant bidder.
Should the Commissioners Court concur with the recommendation, Bid No. 2001-068-785 “Purchase of a Forklift”, for the amount of $19,500.00, will be scheduled for award on the next regular agenda.

Approved by:

John Cantwell, Purchasing Director

cc: Donald R. Durrell - Elections Department
April 10, 2001

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Auto Damage/Body Repair Service, Bid #2001-064-780

Background/Issue

On March 20, 2001, the Purchasing Department briefed the Commissioners Court on the recommendation to award Bid #2001-064-780 (Annual Contract for Auto Damage/Body Repair Service) to the lowest and best bidder, Tejas Paint & Body Shop, Inc. The contract provides auto damage/body repair service to the various damaged county vehicles by contracting with a single autobody repair service company based on a discount from the county’s contracted appraiser’s estimate. The bids and discount percentages received are as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Deduct from county’s total autobody repair appraisal/vehicle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Rios Paint &amp; Body Shop, Inc.</td>
<td>20%</td>
</tr>
<tr>
<td>2. Caliber Collision</td>
<td>15%</td>
</tr>
<tr>
<td>3. B&amp;D Paint &amp; Body, Inc.</td>
<td>15%</td>
</tr>
<tr>
<td>4. Tejas Paint &amp; Body Shop, Inc.</td>
<td>15%</td>
</tr>
<tr>
<td>5. Excalibur Collision Center, Inc.</td>
<td>12%</td>
</tr>
<tr>
<td>6. Grand Prairie Ford</td>
<td>10%</td>
</tr>
</tbody>
</table>

On March 21, 2001, representatives from Purchasing, Central Services and the Commissioners Court met with Rios Paint & Body to discuss staff’s reasoning for not recommending the award of Bid #2001-064-780 to their company. On March 27, 2001, as a result of Rios Paint & Body’s (low bidder) opposition to the award recommendation, the Commissioners Court directed staff to submit and further summarize staff’s analysis substantiating the non-award recommendation to Rios Paint & Body.

Staff’s recommendation is based on the following:

1) Compliance Requirement

Specification (a) requires: “A measuring device capable of measuring in three (3) dimensions both (symmetrical or asymmetrical unibody structures) for the type of vehicle repaired and provide written structural documentation or computer printout. All operators must have evidence of current training for the type of measuring devise being used.”

Rios Response

During the March 21, 2001 meeting, Mr. Cardenas (Rios Shop Foreman) stated and presented a letter from Inter-Industry Conference on Auto Collision Repair (I-CAR) stating that I-Car does not certify people. As far as providing written computer documentation, Mr. Rios was not aware of any computer that provided written documentation. Mr. Rios stated that they call dealerships to get documentation when needed at the time it’s needed. During further communication on the issue, Mr. Rios indicated that he does have CD’s showing the required documentation but he doesn’t use them.

Mr. Cardenas acknowledged that he told Mr. Thompson during the on-site visit that he had no documentation showing current training/certification. Although Mr. Cardenas brought
a copy of a certificate to the meeting (see attachment “A”), he acknowledged that he did not mention nor provide it to staff at the time of the on-site meeting. The certificate was from the Harlingen Consolidated Independent School District dated April 12, 1978. Mr. Cardenas further stated that although his training was not based on the equipment currently being used, all equipment is similar with only minor changes.

County Follow-up Response
County specifications require the bidders provide only evidence of current training, not certification, for the type of device being used. Staff spoke with Mr. Jaureguy (Instructor at Harlingen School District). Mr. Jaureguy stated that Mr. Cardenas' certificate would not be considered documentation to show compliance with the county’s specification as evidence of current training for the machine being used. The certificate only acknowledges that Mr. Cardenas won first place in a vocational skill competition. As a result, staff has not received any documentation that identifies any Rios employee as having current training for the device being used. Therefore, Rios Paint & Body remains non-compliant with this specifications.

2) Compliance Requirement
Specification (b) requires - “Must be able to provide documentation of recent and on-going employee technical training and certification programs (i.e. I-CAR, Automotive Service Excellence (ASE), paint, equipment vehicle manufacturer training).”

Rios Response
During the 3/21/01 meeting, Mr. Cardenas acknowledged that during the on-site visit he did not state nor provide proof of any training/certification documentation. Mr. Cardenas provided, during the meeting, a letter dated 8/1999 from PPG (paint manufacturer) showing completion of a painting and refinishing course. The letter further stated that the completion/training course was good for a two-year period. However, no documentation was provided showing current completion of any training for any other areas. (i.e. welding, equipment, etc.)

County Follow-up Response
Staff has confirmed that Mr. Cardenas has recently enrolled in I-CAR’S training course set up during the month of April. Future enrollment is not evidence of a company having a current training program. As a result and due to the company’s inability to show current documentation meeting the contract requirement, Rios’ currently remains non-compliant in this area.

3) Compliance Requirement
Specification (c) requires – “Must have gas metal arc (GMA/MIG) welder. Technicians must be trained in proper welding techniques and be certified in welding through I-CAR or the American Welding Society.”

Rios Response
Mr. Cardenas acknowledged he did not provide or state that they had documentation to substantiate that their technicians had proper training at the time of the on-site visit. However, Mr. Cardenas stated that he was currently enrolled to take a course through I-CAR. In addition, Mr. Cardenas considered the certificate he had received from Harlingen CISD in April 1978 to be proof of current training, thereby complying with county bid specifications.

County Follow-up Response
Mr. Cardenas' 1978 competition certificate fails to meet the requirement for current training. In addition, it should be noted that although Mr. Cardenas is enrolled in an April 2001
welding course through I-CAR a follow-up course/test must be taken by the individual before they are certified in welding. Therefore, Rios Paint & Body continues to remain currently non-compliant with the bid specifications.

4) Compliance Requirement
Specification (d) requires – “Must have ability to fully hoist a vehicle for inspection.” Rios does not have a hoist. Therefore, undercarriage inspections can not be properly/completely performed.

Rios Response
Mr. Rios provided a sales receipt dated 3/13/01 in which he has recently purchased a hoist to comply with the county’s requirement. The hoist is not currently installed nor does he have a projection of when it will be installed. Both gentlemen (Mr. Rios and Mr. Cardenas) felt this requirement was outside the norm for an autobody shop to have.

County Follow-up Response
Due to the hoist not being currently installed and operational, Rios Paint & Body remains non-compliant with the contract requirement.

5) Compliance Requirement
Specification (f) requires – “Must have electrical or hydraulic equipment capable of making simultaneous multiple body or structural pulls for repairs as well as evidence of recent technical training or competence with same.”

Rios Response
Rios representatives agreed they do not have documentation showing evidence of recent training for this bid requirement. However, Mr. Rios referred to a vehicle in which they successfully did perform such tasks without the required training. They further stated that Mr. Cardenas is scheduled to attend an I-CAR class on this requirement.

County Follow-up Response
Due to the company’s current inability to provide training documentation to comply with the bid specifications, Rios Paint & Body remains non-compliant with this requirement.

6) Compliance Requirement
Specification (g) requires – “Must have pressurized spray booth meeting current federal, state and local requirements.”

Rios Response
Mr. Cardenas acknowledged that he did not show any documentation to comply with this requirement at time of on-site visit. However, Mr. Rios later faxed staff a copy of the paperwork in which he has recently submitted a request to TNRCC for exemption status for this category. Mr. Rios contested that this is not a mandatory requirement by the State but did it to comply with the county’s requirements. Certification is currently pending.

County Follow-up Response
The City of Dallas requires all autobody shops to be in compliance with the Clean Air Act. Attachment “B” is an agreement between the City of Dallas and TNRCC whereby the City has adopted the TNRCC requirements and TNRCC’s rules for compliance. Noted below are the Texas National Resource Conservation Commission (TNRCC) regulations that apply to autobody repair:

Texas Natural Resource Conservation Commission (TNRCC) regulations that apply to autobody repair. In order to construct or operate a facility in Texas that emits air contaminants, a business must have either an air quality permit or qualify for one of a
series of exemptions from the air permit process. These exemptions are referred to as standard exemptions.

A standard exemption means a facility can operate without having to go through the permitting process. An exemption can be claimed if a facility emits only a small amount of air contaminants. Standard exemption 124 is specifically for autobody shops in Texas. A facility can be built or operated under the exemption only if it meets all of the conditions.

To apply for exemption 124, a body shop must complete the Standard Exemption 124 Checklist. Most of the questions have a specific answer that is required to qualify for Standard Exemption 124. The "correct" answers are specified (outlined) in the checklist. If a body shop's answers do not match the outlined answer, changes must be made to the shop's operation in order to qualify for the exemption or the shop must apply for a permit. If the checklist indicates the shop meets the conditions and the shop uses more than two gallons per week of coating and solvent combined, the shop must submit a PI-7 (124) Registration form.

Rios Paint & Body provided Dallas County a copy of the 124 TNRCC checklist as it was submitted to the State (see attachment "C"). Based on the instructions for completing the form, it's apparent that Rios' submitted form is incomplete and indicates responses other than the correct answer. Further, we have no indication that either a permit has been applied for or that a registration form has been submitted.

7) Compliance Requirement
Specifications (i) requires - "Must have the equipment and capability to remove and reinstall suspension, engine and drive-train components when necessary."

Rios Response
Mr. Rios said yes they could and do have the equipment (chain hoist) to perform this task. Mr. Cardenas stated during the on-site visit that they don't do this type of work. However, during the meeting Mr. Cardenas stated that they would subcontract it out if needed.

County Follow-up Response
As a result of Rios' stating that they would subcontract this type of work and based on the county's acceptance of the company's subcontractor, Rios would now comply with this contract requirement.

8) Compliance Requirement
Specification (j) requires - "Provide trained and certified technicians for diagnosis and repair of airbags and safety restraints."

Rios Response
Mr. Cardenas felt that although he was not certified that he could and has performed this task. However, Mr. Rios stated that in order to comply with county specifications they would subcontract this work out to a certified dealership.

County Follow-up Response
As a result of Rios' stating that they would subcontract this type of work and based on the county's acceptance of the company's subcontractor, Rios would now comply with this contract requirement.
9) **Compliance Requirement**
Specification (k) requires – “Equipment for use by certified personnel to evaluate and recharge air conditioning systems shall meet all applicable federal, state and provincial and local requirements.”

**Rios Response**
Mr. Cardenas acknowledged that he did not show proof at time of visit. However, he referred to his certificate from Harlingen High School as documentation to comply with this requirement. Mr. Cardenas further stated that he was currently enrolled in the I-CAR classes being offered in April and upon completion of the classes would have proof of current training to comply with the bid requirement.

**County Follow-up Response**
Since there is currently no documentation identifying certified personnel, Rios remains non-compliant with the contract requirement.

**Additional Concerns Addressed**

**Concern: Bid Specifications/Industry Standards**
Mr. Rios stated that he felt his company was adequately compliant and certified to meet industry standards since State Farm sends him vehicles. However, Mr. Rios letter dated March 21, 2001 addresses concerns related to the county's bid specifications and industry standards.

**County Follow-up Response**
On January 31, 2001, staff briefed the Commissioners Court regarding the revision made to the Annual Contract for Auto Body/Damage Repair. Specifications in this year's bid were revised to incorporate industry standards/practices, clarify contract requirements and require County approval of subcontractors. Staff's source for industry standards and practices were the Automotive Service Association (ASA), Collision Industry Conference (CIC) and Inter-Industry Conference on Auto Collision Repair (I-CAR). A brief explanation of each follows:

Automotive Service Association is the largest not-for-profit trade association of its kind. It's an international organization made up of 12,000 member businesses that works to deliver excellence in mechanical, collision and transmission services to consumers. Established in 1951, this organization works to advance the professionalism and excellence in the automotive repair industry.

Collision Industry Conference is a unified inter-industry effort to facilitate open discussion that results in mutual understanding and resolution of automotive collision repair issues. This organization originated in 1984 as the Collision Repair Conference and was renamed the Collision Industry Conference in 1992 to reflect the participation of the variety of industries involved in the collision industry.

Inter-Industry Conference of Auto Collision Repair is an international, not-for-profit training organization dedicated to improving the quality, safety and efficiency of auto collision repair. Founded in 1979, this organization develops and delivers technical training programs to professionals in all areas of the collision industry.

In its December 1998 conference, the Collision Industry Conference developed a list of minimum recommended requirements for a "Class A" collision center (see attachment "D"). When staff approached the Automotive Service Association regarding industry standards and practices, we were referred to these recommended requirements. Staff
reviewed these requirements and selected those that would best insure the quality and safety of repairs of County vehicles. These were then incorporated into the bid specifications for the Annual Contract for Auto Body/Damage Repair Service. These specifications have subsequently been reviewed and validated by officials from the Automotive Service Association and Inter-Industry Conference on Auto Collision. Attached are the Minimum Recommended Requirements for a “Class A” Collision Center, specifications from the Annual Contract for Auto Body/Damage Repair Service (see attachment “E”), responses from Jack Caldwell, National Director of the Automotive Service Association and Johnny Dickerson, an advisory board member of the Inter-Industry Conference of Auto Collision Repair regarding the specifications and brief background descriptions of those individuals (see attachment “F”).

Concern: State Farm Certification
On March 27, 2001, Chris Thompson and John Cantwell talked to Pat Anderson, (972) 686-3288 of State Farm about State Farm certification of Rios Paint & Body. Mr. Anderson said State Farm has two levels of participation.

a. Reference Level. State Farm has two reference levels; the difference between the two levels is based solely on the pricing structure of the autobody shops. State Farm conducts a survey of the maximum number of autobody shops in the area possible. The purpose of the survey is to establish price levels to give to customers. To be included on the reference list, a company must have “bare minimum equipment”, answer the questions on the survey, and agree to ethical standards. Rios Paint & Body is a Reference Level vendor. This means they are on a list provided by State Farm to their customers. The list does not constitute endorsement or certification by State Farm.

b. Service First Program. This program requires much more stringent criteria than the Reference Level. The biggest difference in requirement is evidence of on-going training. When asked what State Farm considers evidence of on-going training, he mentioned training conducted by manufacturers, paint manufacturers, I-CAR training which he mentioned is world renowned, and automobile manufacturer training.

Rios Paint & Body is a Reference Level company. They are not certified by State Farm.

Concern: Receipt of Non-Award Letter
Mr. Rios questioned why his letter of non-award dated 3/13 was postmarked 3/19 and which he received the afternoon of 3/20.

County Follow-up Response
It appears that there was an internal staff break down getting the mail distributed in a timely manner to insure a timely delivery. To insure all applicable vendors receive non-award letters in a timely manner, staff has recently implemented the following procedures:

a. Fax a copy of the letter to the respective company, when applicable.

b. Send original letter certified mail.

c. Follow-up with verbal communication to company regarding award recommendation and receipt of correspondence.
Concern: TxDot Guidelines for Auto Refinishing
Mr. Hicks was under the belief that TxDot set standard guidelines for autobody refinishing.

County Follow-up Response
Staff (Linda Boles) contacted the Fleet Manager @ TxDot's local division, TxDot staff stated that they do not set standards/guidelines for autobody refinishing. They set standards for vehicles traveling on the roadways only.

Financial Impact
Based on prior payment expenditures, the Annual Contract for Auto Body/Damage Repair is valued at approximately $100,000.00 per year. Rios Paint & Body's (low bidder) proposal provides a 20% discount from the county's total autobody repair appraisals versus Tejas Paint & Body's (recommended awardee) discount of 15%. As a result, should the Commissioners Court authorize awarding Bid #2001-064-780 to the lowest and best bidder (Tejas Paint & Body Shop, Inc.) it is projected that Dallas County will expend approximately an additional $5,000.00/year.

Recommendation
The proposals submitted by Rios Paint & Body Shop, Caliber Collision and B&D Paint & Body were found and remain non-compliant with bid specifications. As a result, it is the recommendation of the Purchasing Department and ASC to award Bid #2001-064-780 to the lowest and best bidder, Tejas Paint & Body Shop, Inc., at a discount rate of 15% off the county appraiser's estimate. Should the Court concur with this recommendation a Court Order has been placed on the April 10, 2001 Formal Agenda for action.

Recommended for Approval by:

John J. Cantwell, Purchasing Director

c: Chris Thompson, Director Central Services
Dick Wakeman, Fleet Manager ASC
Irvin Hicks, M/Wbe Officer
Darlingen Consolidated Independent School District
Certificate of Honor

This certificate is awarded to

JESSE CARDENAS

in special recognition of outstanding achievement

1st PLACE - CREATION OF "THE BOSTON HOOD"
DISTRICT VICA SKILL COMPETITION

presented this 12th day of April, 1978

[Signature]
Board President

[Signature]
Superintendent
THIS AGREEMENT is entered by and between Texas Natural Resource Conservation Commission (hereinafter called TNRCC) and City of Dallas acting through its Department of Environmental and Health Services (hereinafter called PERFORMING PARTY).  

TNRCC and PERFORMING PARTY, in consideration of the mutual covenants hereinafter set forth, agree as follows:  

ARTICLE 1. WORK  

1.1. PERFORMING PARTY shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:  

1.2. By statutory authority, FY 2000-2001 Appropriations Bill (Rider 7). As an eligible local air pollution program, the PERFORMING PARTY will provide air pollution control activities from the following menu of contract deliverables:  

1.2.1. Comprehensive Compliance Inspections (CCI), including:  
   a. ANBI: Non-Title V Major Source Inspections (Small, Medium, and Large)  
   b. ANBI: Title V Major Source Inspections  

1.2.2. CCI: Non-Major Source ("Other" and Used Car Lot) Inspections (facilities defined as Non-Major sources in Section 12.1.1, "Penalty Policy," of the most recent version of the "Air Program Investigator's Manual")  
   a. NMNC: Non-Checklisted Non-Major Source Inspections  
   b. NMCL: Checklisted Non-Major Source Inspections  
   c. BD04 (REG. IV): Non-Major Used Car Lot Inspections  

1.2.3. CMPL: Complaint Response  

1.2.4. Stage II Vapor Recovery Inspections  

1.2.5. Pre-Construction/Modification Permit Investigations  
   a. PMSI and POSI: Permit Site Reviews  
   b. PMPR: Permit Provisions Reviews  

1.3. The intended outcome is the PERFORMING PARTY's assistance to the TNRCC in the enforcement of the Clean Air Act.  

1.4. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
§ 5A-6. TEXAS NATURAL RESOURCE CONSERVATION COMMISSION RULES.

The city hereby adopts by reference the following rules of the Texas Natural Resource Conservation Commission (as a certified copy of which is on file in the office of the director) including the tables, graphs, figures, appendices, and other matter promulgated as part of the state commission's rules, all of which are incorporated by reference as though written fully word for word in this chapter.

<table>
<thead>
<tr>
<th>TITLE AND CHAPTER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 TAC Chapter 101</td>
<td>effective 1/1/96</td>
</tr>
<tr>
<td>30 TAC Chapter 111</td>
<td>effective 1/1/96</td>
</tr>
<tr>
<td>30 TAC Chapter 112</td>
<td>effective 1/1/97</td>
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<td>30 TAC Chapter 113</td>
<td>effective 1/1/97</td>
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<tr>
<td>30 TAC Chapter 115</td>
<td>effective 1/1/96</td>
</tr>
<tr>
<td>30 TAC Chapter 116</td>
<td>effective 1/1/96</td>
</tr>
<tr>
<td>30 TAC Chapter 117</td>
<td>effective 1/1/96</td>
</tr>
</tbody>
</table>

§ 5A-7. CITY AIR POLLUTION STANDARDS.

(a) No person may cause, suffer, allow, or permit the emission of lead or its compounds (measured as elemental lead) so as to cause or contribute to an exceedence of the ambient air quality standard for lead. The ambient air quality standard for lead and its compounds, measured as elemental lead by a reference method based on appendix G of 40 CFR 50, or by an equivalent method, is 1.5 micrograms per cubic meter, maximum arithmetic mean averaged over 30 calendar days. The data used to obtain the arithmetic mean averaged over 30 calendar days shall consist of individual 24-hour concentrations obtained on a regular sampling schedule and shall contain a minimum of 15 validated samples.

(b) No person or persons may cause, suffer, allow, or permit emissions of lead from any source or sources on a property or from multiple sources operated on contiguous properties to exceed any of the following net ground level concentrations:

(1) 8.3 micrograms of lead per cubic meter of air averaged over one hour; or
SUBCHAPTER B : NEW SOURCE REVIEW PERMITS
DIVISION 1 : PERMIT APPLICATION
Effective September 4, 2000

§116.110. Applicability.

(a) Permit to construct. Before any actual work is begun on the facility, any person who plans to construct any new facility or to engage in the modification of any existing facility which may emit air contaminants into the air of this state shall either:

1. obtain a permit under §116.111 of this title (relating to General Application). 
2. satisfy the conditions for a standard permit under the requirements in:
   (A) Subchapter F of this chapter (relating to Standard Permits);
   (B) Chapter 321, Subchapter B of this title (relating to Concentrated Animal Feeding Operations);
   (C) Chapter 332 of this title (relating to Composting); or
   (D) Chapter 330, Subchapter N of this title (relating to Landfill Mining);
3. satisfy the conditions for a flexible permit under the requirements in Subchapter G of this chapter (relating to Flexible Permits),
4. satisfy the conditions for facilities permitted by rule under Chapter 106 of this title (relating to Permits by Rule); or
5. satisfy the criteria for a de minimis facility or source under §116.119 of this title (relating to De Minimis Facilities or Sources).

(b) Modifications to existing permitted facilities. Modifications to existing permitted facilities may be handled through the amendment of an existing permit.

(c) Exclusion. Owners or operators of affected sources (as defined in §116.15(1) of this title (relating to Section 112(g) Definitions)) subject to Subchapter C of this chapter (relating to Hazardous Air Pollutants: Regulations Governing Constructed or Reconstructed Major Sources (FCAA, §112(g), 40 CFR Part 63)) are not authorized to use:

1. a permit by rule under Chapter 106 of this title;
2. standard permits under Subchapter F of this chapter that do not meet the requirements of Subchapter C of this chapter; or
Texas Natural Resource Conservation Commission
Chapter 101 - General Air Quality Rules

(F) The executive director may approve a petition for single property designation or an amendment to an existing designation unless otherwise prohibited by law if:

(i) the petition meets all relevant statutory and administrative criteria.

(ii) the petition does not raise new issues that require the interpretation of commission policy.

(iii) the public interest counsel does not raise objections.

(c) In this section, the terms "property" or "properties" includes leasehold and fee interests in real property, and it does not include mineral interests.

Adopted December 1, 1999

§101.3. Circumvention.

No person shall use any plan, activity, device or contrivance which the executive director determines will, without resulting in an actual reduction of air contaminants, conceal or appear to minimize the effects of an emission which would otherwise constitute a violation of the Act or regulations. Air introduced for dilution purposes only is considered a circumvention of the regulations.

Adopted March 30, 1979

§101.4. Nuisance.

No person shall discharge from any source whatsoever one or more air contaminants or combinations thereof, in such concentration and of such duration as are or may tend to be injurious to or to adversely affect human health or welfare, animal life, vegetation, or property, or as to interfere with the normal use and enjoyment of animal life, vegetation, or property.

Adopted March 30, 1979

§101.5. Traffic Hazard.

No person shall discharge from any source whatsoever such quantities of air contaminants, uncombined water, or other materials which cause or have a tendency to cause a traffic hazard or an interference with normal road use.

Adopted March 30, 1979

Effective December 23, 1999

Effective May 6, 1979

Effective May 6, 1979
74. Any grain handling, storage, and drying facility which meets conditions (a), (b), or (c) below.

(a) The facility is in noncommercial use only - that is, used only to handle, dry, and/or store grain produced by the owner(s) of the facility if the following conditions are satisfied:

1. The total storage capacity does not exceed 750,000 bushels.
2. The grain handling capacity does not exceed 4,000 bushels per hour.
3. The facility is located at least 800 feet from any recreational area or residence or business not occupied or used solely by the owner of the facility.

(b) The facility is in commercial use and the following conditions are satisfied:

1. The total storage capacity of the new and any existing facility or facilities does not exceed 1,500,000 bushels.
2. The facility shall be located at least 1 mile from any recreational area or residence or other structure not occupied or used solely by the owner or operator of the facility or the owner of the property upon which the facility is located.
3. Before construction of the facility begins, written site approval shall be received from the Executive Director of the TACB and the facility shall be registered with the appropriate regional office using Form P1-7.

(c) The installation of additional grain storage capacity which satisfies the following conditions:

1. There shall be no increase in hourly grain handling capacity.
2. Existing grain receiving and loadout facilities are utilized.
3. Grain shall be conveyed by closed conveying systems and air suction shall not be pulled on any conveying unit.
4. Written site approval shall be received from the Executive Director of the TACB before construction begins for facilities utilizing existing grain receiving facilities when new gravity or auger loadout systems are to be installed.

75. Surface coating facilities in which no metal spraying or metalizing is done. If the total emission of VOC used for cleanup and contained in the coating materials is applied is less than 6.0 lb/hr, averaged over any 4-hour period, and 300 pounds per week, and:

(a) The surface coating operations are performed indoors or in an enclosed work area and the following conditions apply:

1. If the facility is a spraying operation, all spraying is conducted in a spray booth or work area in which the emissions of particulate matter are controlled by either a water wash system or a dry filter system. For either system, the particulate removal efficiency shall be not less than 90% and:
(A) The average velocity of ventilating air through the spray booth or work area shall be at least 100 ft/min, with a minimum face velocity at the opening of 50 ft/min, and

(B) The face velocity at the filter media shall not exceed 100 ft/min or that specified by the filter media manufacturer.

(C) Surface coating operations may include drying or curing ovens which accelerate the release of VOC from the coatings applied by using facilities covered under this standard exemption, provided that there is no increase in the total emission of VOC from the applied coatings, and the drying or curing ovens meet the following conditions, if not electrically heated:

1. The maximum heat input to any oven shall not exceed 40 million Btu/hr, and

2. Heat shall be provided by the combustion of sweet natural gas, liquid petroleum gas, fuel gas containing no more than 0.1 grain of total sulfur compounds (calculated as sulfur) per dry standard cubic foot, or No. 2 fuel oil with not more than 0.5% sulfur by weight, or by electric power.

(D) The surface coating operations are performed outdoors or in an enclosed work area and the following conditions apply:

1. Coating materials shall not contain any chromates and all coating materials shall be a resin and/or pigment combination dissolved in a fast drying lacquer solvent (high solvent - power solvent generally equivalent to an automotive type top coat lacquer), where drying occurs by evaporation of the solvent only (with no chemical change of the materials) and deposition of the resin and/or pigment, and

2. No outdoor spraying is done if the wind speed exceeds 15 miles per hour, and

3. No spraying is conducted less than 20 feet from the property line and 100 feet from the nearest residence.

(E) Indoor and outdoor surface coating operations shall be exempt from the control requirements of (a) and (b) if all of the following conditions are satisfied:

1. VOC paint and cleanup solvent emissions do not exceed 2,000 pounds per year, 240 pounds per week, and 6.0 lb/hr, averaged over any 4-hour period.

2. The painting is performed at least 250 feet from any recreational area or residence or other structure not occupied or used solely by the owner or operator of the facility or the owner of the property upon which the facility is located.

3. No outdoor spraying is done if the wind speed exceeds 15 miles per hour.

4. No spraying is conducted less than 50 feet from the property line.
Texas Air Control Board  
Standard Exemption List  

(5) Before construction begins, the facility is registered with the appropriate regional office using Form PI-7.  

(6) Before construction of the facility begins, written site approval shall be received from the Executive Director of the TACB and any local air pollution control program having jurisdiction in the area.  

(d) Records of hours of operation and the usage of coating materials and any solvents used for thinning and/or cleanup shall be maintained in sufficient detail to demonstrate compliance with this standard exemption. Records shall be maintained on a rolling 2-year retention period.  

(e) The applicable requirements of Regulation V, concerning general vent gas streams and surface coatings, shall be satisfied.  

76. Any new or modified pilot plant, provided the following conditions are met:  

(a) For purposes of this exemption, a pilot plant is defined as a facility that is constructed and operated only for one of the following purposes:  

(1) testing the manufacturing or marketing potential of a proposed product; or  

(2) defining the design of a larger plant; or  

(3) studying the behavior of an existing plant through modeling in the pilot plant.  

(b) The sum of product, co-product, and by-product production design capacity from the pilot plant shall not exceed 5 million pounds per year.  

(c) Operation of the pilot plant for purposes of testing market potential of a product, co-product, or by-product may not occur beyond the end of the fifth calendar year from the year of initial production (year 1) of the specific product, co-product, or by-product, unless a permit is obtained pursuant to §116.11, relating to Permit Requirements. This five year limit on pilot plant activity applies to equipment devoted to development of one specific product or process; therefore, that equipment can be subsequently used for development of other process(es) or product(s), setting a new time limit for its use.  

(d) The pilot plant shall be located at least 500 feet from any recreational area or residence or other structure not occupied or used solely by the owner of the facility or the owner of the property upon which the facility is located.  

(e) New or increased emissions shall not exceed 6 lb/hr and 10 tpy in total (including fugitives) and shall not exceed 1 lb/hr at any single stack (excluding fugitives). In addition, total new or increased emissions of each specific chemical shall not exceed the most stringent applicable requirement of the following:  

(1) the chemical-specific emission limits determined by paragraph (c) of Standard Exemption 118;  

(2) the chemical-specific emission limits determined by paragraph (d) of Standard Exemption 106; or
STANDARD EXEMPTION 124 CHECKLIST

Company Name: Rios - Pat & Body
Shop Location: 514 Fuente Ave ST

1 Y N
Is your facility located in one of the following counties: Collin, Dallas, Denton, Tarrant, El Paso, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery or Waller?

If you answered YES, by July 31, 1994 you were required to meet these control requirements regardless of whether or not you need a standard exemption or a permit:

a) enclosed gun washing or non-enclosed washing as described on page 8, questions 12c and 12d.
b) waste solvent system as described on page 8, questions 12e and 12f.
c) closed-container storage for waste solvents
d) coating application equipment with 65% transfer efficiency or more (High Volume, Low Pressure guns or the equivalent)
e) coatings that comply with VOC limits listed in question 17 of this checklist.

If you were operating before May 4, 1994, you have until December 31, 1994 to meet the other requirements of Standard Exemption 124.

2 Y N
Is the most combined coating and solvent you would ever use more than one-half pint per hour? (section b1) Maximum combined use is __________ pint per hour.

If you answered YES, go to question 3.

If you answered NO, you only need to answer questions 5, 6, 19, 20 and 21 on this checklist. These questions are marked with a ■ for your convenience. These are the only conditions you must meet. You do not need to send a Form PI-7 (124).

3 Y N
Is the most combined coating and solvent you would ever use more than two gallons per week? (section b2) Maximum combined use is __________ gal. per week.

If you answered YES, go to question 5.

If you answered NO, you only need to answer questions 4, 5, 6, 11, 14, 15, 17, 19, 20 and 21 on this checklist. These questions are marked with a ■ for your convenience. These are the only conditions you must meet. You do not need to send a Form PI-7 (124).
a) Will you practice good housekeeping (clean up spills right away, keep your property clean)?

b) Will you maintain your equipment properly and according to manufacturers' instructions?

c) Will you dispose of all waste properly (do not dump any waste on your property, into any drains, sewer systems or regular trash that goes into a landfill unless you have obtained authorization)? (section c)

Are there visible emissions from any of your autobody shop stacks, buildings or property? (section d)

If you have visible emissions, CALL 1-800-447-2827 and we can help you determine what changes may be needed before you claiming an exemption or apply for a permit.

Answer this question only if you are spray-coating more than nine square feet (one panel). (section e)
a) Do your coating operations take place in a totally enclosed, filtered spray booth or spray area?

b) Is the area where intake air enters the enclosed filtered spray booth or spray area less than 100 square feet? Air intake area is ____________ square feet.

c) Does the spray booth or spray area have a fan flow rate capacity of 10,000 cubic feet per minute or more? (section e1) Refer to information provided by the manufacturer of the fan or booth. If shop-made equipment is used, make a sketch of your equipment with dimensions (height X length X width) and fan flow rate capacities in cubic feet per minute. Keep this sketch with your records. The fan flow rate is ____________ cfm.

If you answered YES, go to question 8.

If you answered NO, go to d.

For spray booths, spray areas or preparation areas:
Make the following calculations to answer d.

For down draft booths and areas, 
1) Enter your fan flow rate ______________ cubic feet/minute

2) Enter the length of the spray booth floor ______________ feet
If you answered NO, go to a.

d) Is the air from the preparation area recirculated back into the shop through a carbon adsorption system? (section f)

If you answered YES, go to e.

If you answered NO to both c and d, you do not qualify for Standard Exemption 124. You must make changes to your operation in order to meet the standard exemption, or apply for a permit.

e) In the carbon adsorption system, is the carbon replaced according to the manufacturer's recommendations to minimize solvent emissions? (section f) Times per year carbon is replaced ____________.

If you answered YES, go to f.

If you answered NO, you must make changes to your operation in order to meet the standard exemption, or apply for a permit.

f) Is the preparation area ventilation system equipped with filters to control particulate emissions from paint over-spray? (section f3)

g) Is the ventilation system always operating when spraying is performed? (section f1)

Note: There is no question 9 at this time.

Do the over-spray filters or filter systems on all spray booths, spray areas and preparation areas have a control efficiency of 90% or more? (section g) Information provided by the manufacturer or supplier of the filter material indicates the control efficiency is ____________%.

Is high-transfer efficiency spray equipment used? (section h) HVLP or High-Volume, Low-Pressure guns are assumed to comply with the 65% transfer efficiency requirement. Refer to information provided by the manufacturer for each spray gun used. Type of spray gun used ____________

Cleanup operations

a) Is equipment cleanup (washing, rinsing and draining) done in a completely enclosed cleaning unit? (section i1)

If you answered YES, go to e.

If you answered NO, go to b.
Height of tallest building within 200 feet = ______ ft. x 1.2 = __________ ft. as measured from ground level.
The stack height is ______ ft. as measured from ground level.

b) Measure 250 feet in any direction from the center of the stack. Is the ground-level elevation within that distance LESS than the required stack height you calculated in (a)? This would be the same as measuring a circular area around the stack, with the circle having a 250 foot radius/500 foot diameter. (section k3)

Are all spray booth, spray area and preparation area stacks at least 50 feet from any residence, recreation area, church, school, child care center, or medical or dental facility? (section l) Note: Facilities using less than 2 gallons of paints and solvents per week are required to have stacks and designated preparation areas, but not required to have spray booths. Nearest building to facility is a _______ and it is ______ feet from facility.

You should draw a map of your property and the surrounding area to support your claim that you meet this requirement. Keep this drawing with your records. Include and label in the drawing highways, roads, streams, buildings, residences, businesses and public facilities like schools, hospitals and day care centers. Try to draw the map to scale and show distances from your exhaust stack to the nearest building in each direction.

Will the rain protection used on all exhaust stacks cause a restriction or obstruction to vertical upward airflow? (section m) For example, cone-shaped raincaps or goose neck exhausts would obstruct vertical upward airflow.

You should draw a sketch of the stack-head design that will be used on each exhaust stack. Keep this sketch with your records.

Do coatings applied in the shop meet the VOC requirements of TNRCC Regulation V, regardless of the county in which you are located? (section n) These requirements are listed below. Definitions for coatings and solutions listed below are included in this packet on page 25. Keep the Material Safety Data Sheets or other coating data sheets and mixing ratios for all paint systems and solvents you use.
you to record purchases by category of coating or solvent found in question 18 of the checklist. Use invoices, computer printouts from your suppliers and Material Safety Data Sheets to gather the following information on each purchase:

- Date of purchase
- Description of product
- Quantity (indicate if in gallons, quarts or liters)
- Does the coating comply with TNRCC Regulation V (refer to question 17 of this checklist)?

3) If purchase amounts are above the monthly use limits for any category in question 18 of this checklist, keep records of monthly paint and solvent use. A sample form is included on page 17 for your use.

In addition:
- If you use more than 3,500 gallons of chemicals per year, you may need to keep sufficiently detailed records to allow an annual emission inventory to be submitted. CALL US AT 1-800-447-2827 if you need more information.
- If you have one or more Waste Registration or Identification numbers, you need to keep waste generator records. CALL US AT 1-800-447-2827 if you need to know about your waste generator status.

Will the shop create a nuisance? A nuisance is any emission, including an odor or paint overspray, that adversely affects human health or welfare, animal life, vegetation or property. (section q)

If you have received any notice of violation for creating a nuisance, has it been resolved? (section q)

If you have not received a notice of violation, you do not need to answer this question.

If you answered YES, continue reading.

If you answered NO, CALL 1-800-447-2827 and we can help you determine what changes may be needed before you claim an exemption or apply for a permit.
I. COMPANY NAME

Rios Paint & Body Inc.

Mailing Address
Johnny Rios, Owner

Individual Authorized to Act for Applicant
Name: Johnny Rios
Title: Owner
Address: 516 Fabrication St
Telephone: 949-222-6465

II. PHYSICAL LOCATION OF SHOP

Name of Business: Rios Paint & Body Inc.
Street Address: 516 Fabrication St
Nearest City: Dallas
County:

III. OPERATING TIME AND START OF OPERATION

Operating Schedule: 8:00 - 6:00 M/F

For NEW shops proposed start of operation (date):
For EXISTING shops actual start of operation (date):

IV. COMPLIANCE WITH CONDITIONS OF THE STANDARD EXEMPTION

Will the facility comply with all of the applicable requirements of Standard Exemption No. 124. Yes [ ] No [ ]

V. COPY TO REGIONAL OFFICE

A copy of the registration form is being sent to the Regional Office of the TNRCC [ ] Yes [ ] No

A copy of the registration form is being sent to the local pollution control program [ ] Yes [ ] No [ ] Not required - no local program

VI. SIGNATURE

Name: Johnny Rios
Title: Owner

I state that I have knowledge of the facts herein set forth and that the same are true and correct to the best of my knowledge and belief. I further state that to the best of my knowledge and belief, the project will satisfy the conditions and limitations of the indicated exemption. The facility will operate in compliance with all Regulations of the Texas Natural Resource Conservation Commission and with Federal Environmental Protection Agency Regulations governing air pollution.

Date: 3/6/91

VII. OPTIONAL

If you have the information requested below, please provide.

A. TNRCC Account Identification Number

B. Previous Standard Exemption or Permit Number

Location: Latitude Longitude UTM Zone East (meters) North (meters)
Collision Industry Conference
Minimum Recommended Requirements for a "Class A" Collision Center
(Revised December 1998)

1. Established business location in compliance with local zoning laws and acceptable retail standards.

2. Have all local, state and federal licenses and permits. Operate in accordance with regulations.

Examples:
a. Sales Tax I.D. Number
b. Federal Tax I.D. Number
c. Fire, Electrical Code and EPA Compliance
d. Workers' Compensation Insurance
e. OSHA Requirements
f. EPA Number

3. Proof of garage keeper's liability & workers comp. insurance or equivalent.

4. The ability to produce computerized P-page logic estimates with imaging & estimate transfer.

5. Shop management personal will show evidence of training in current management subjects, (transcript or certificate).

Must attend at least one course per year in related management subjects.


7. Show evidence of recent and ongoing employee technical training and certification programs (i.e., I-CAR, ASE, paint, equipment or vehicle manufacturers, etc.) with certified painter on staff.

8. Have a gas metal arc (GMA/MIG) welder, and technicians trained in proper welding technique and certified in welding through I-CAR, or the American Welding Society with certified welder on staff.

9. The ability to fully hoist a vehicle for inspection.

10. Maintain a source of current structural specifications covering the vehicle structure and wheel alignment specifications for the make, model, and year of the vehicle being repaired and wheel alignment specifications for the make, model, and year of the vehicle being repaired.

11. Measuring device capable of measuring in three dimensions (symmetrical or asymmetrical unibody structures) for the type of vehicle repaired, and provide written structural documentation or computer printout. All operators must have evidence of current training for the type of measuring device being used.

12. Four-point anchoring system capable of holding a vehicle in a stationary position during structural and body pulls which is suitable for the specific type of vehicle being repaired.

13. Electrical or hydraulic equipment capable of making simultaneous multiple body or structural pulls for repairs as well as evidence of recent technical training or competence on the type of equipment being used.

14. Pressurized spray booth meeting current federal and local requirements.

15. Ability to complete and verify four-wheel alignment through computer printout either from an in-house alignment system or a qualified sublet alignment provider.
16. Offer a written lifetime warranty against defects in workmanship.

17. Ability to remove and reinstall suspension, engine and drive train.

18. Paint mixing and baking application system capable of producing an original equipment manufacturer-type finish.

19. Demonstrates a concern for the environment by use of high transfer efficiency spray equipment, gun cleaners, and other emission reducing equipment.

20. Must have employees who are qualified to diagnose airbags and safety restraints, and capable of completing OE-specified repairs using in-house equipment with certified technicians, or utilize a qualified sublet provider with certified technicians.

21. Ability to reclaim, evacuate and recharge vehicle air conditioning systems using in house equipment and certified technicians or a qualified sublet provider.

22. Documented ongoing measurement and reporting of customer satisfaction.

--end--
SPECIFICATIONS, BID NO. 2001-064-780

the agreed to estimate(s).

("Designated County representatives defined as: Any County personnel assigned, in writing, by Director of Communications and Central Services.")

EQUIPMENT REQUIREMENTS AND STANDARDS OF OPERATION
Listed herein is certain equipment and standards of operation required by Dallas County to repair vehicles including the restoration of steering system alignment, including four wheel alignment, and to verify condition and results by printout. In the event the contractor utilizes the services of outside agencies (subcontractors) to perform any of the required repair/restoration work, Dallas County must approve, by written acknowledgment, any/all subcontractors utilized under this contract to ensure that such repair/restoration work meets the minimum standards as established by Dallas County in this bid. Failure by the Contractor to secure authorization from Dallas County for subcontract services may result in monetary deductions applied to the Contractor's invoice for the unauthorized outsourced services due to failure to comply with the contract terms.

a. A measuring device capable of measuring in three (3) dimensions both (symmetrical or asymmetrical unibody structures) for the type of vehicle repaired, and provide written structural documentation or computer printout. All operators must have evidence of current training for the type of measuring device being used.

b. Must be able to provide documentation of recent and ongoing employee technical training and certification programs (i.e., I-CAR, ASE, paint, equipment vehicle manufacture training.)

c. Must have a gas metal arc (GMA/MIG) welder. Technicians must be trained in proper welding techniques and be certified in welding through I-CAR, or the American Welding Society.

d. Must have the ability to fully hoist a vehicle for inspection.

e. Must have four-point anchoring system capable of holding a vehicle in a stationary position during structural and body pulls which is suitable for the specific type of vehicle being repaired.

f. Must have electrical or hydraulic equipment capable of making simultaneous multiple body or structural pulls for repairs as well as evidence of recent technical training or competence with same.

g. Must have pressurized spray booth meeting current federal, state and local requirements.

h. Must have the ability to perform and verify four-wheel alignment through computer printout.

i. Must have the equipment and capability to remove and reinstall suspension, engine and drive-train components when necessary.

j. Must have employees who are qualified to diagnose airbags and safety restraints and be capable of completing OE-specified repairs using in-house equipment. Employees performing such repairs must have ASE electrical certification or electrical/electronic certification from some other industry recognized source, i.e., I-CAR, Ford, GM.

k. Equipment for use by certified personnel to evaluate and recharge air conditioning systems shall meet all applicable federal, state, provincial and local requirements.

COMPLETION TIME FRAME
Upon authorization to proceed and receipt of vehicle, the bidder agrees to have the respective vehicle repaired within a time frame denoted in the written appraisal and provided by the County's consultant/appraiser. Requests for additional time must be approved by Dallas County consultant/appraiser. Dallas County reserves the right to secure services from other vendors for repair/restoration work if contracted company has three (3) or more vehicles not completed after the specified time frame.
FAX COVER SHEET

NAME: Jack or Kevin Goldwin
ADDRESS: CAROW
CITY/STATE: 
TELEPHONE NUMBER: 949 951-6917
FAX NUMBER: 949 951-2613

FROM: NAME: Dick Wakeman, Fleet Manager
ADDRESS: County Records Bldg., 6th Floor
CITY/STATE: Dallas, Texas 75202
TELEPHONE NUMBER: 214 - 653-6529
FAX NUMBER: 214 - 653-6464

DATE OF TRANSMISSION: 03-26-01

NUMBER OF PAGES (INCLUDING COVER SHEET): 

COMMENTS: Attached for your review and comment. 1. Onsite inspection cl. list, the cl list is taken from the bid specs.
1. Are the requirements a representation of industry standards? Yes
2. Should we expect a body shop to be able to comply with the list? Yes
3. If a Body person in 1978, was trained in a High School class on how to weld on a vehicle and use a frame machine, should he have additional and on going training to be competent to work on today's vehicles? Yes - Absolutely!
4. Would I-Cars consider these requirements to be a fair evaluation of a body shops ability to return a vehicle back to its pre-wreck condition? Yes
5. Would an Insurance Co. consider these requirements to be a fair evaluation of a body shops ability to return a vehicle back to its pre-wreck condition? Yes
6. Could you/would you offer an opinion as to the validity of these requirements as a
representation of desired industry standards. 

Thank you for your help.

Would you please attach your credentials, I need you to bless these today if you can!!!!

Time is at a premium for your answer.

DICK -

LOOKS GOOD TO ME! PRETTY MUCH INDUSTRY STANDARDS FOR A 
SMALL SHOP. ITEMS A, B, C, D, E, F, AND G ARE SUBJECT TO 
SMALLER SHOPS. ITEM C. INSURANCE ESTIMATING IS TOUGH, BUT DISTURBING, 
ITEM H. INSIDE SPACE MAY BE TOUGH FOR SMALL SHOP.

CALL ME IF THIS IS NOT ACCEPTABLE OR IF QUESTIONS.

REMARKS -

(949) 951-6917

A & E = Automotive Service Excellence
ASH = Automotive Service Association
NACE = National Auto Mobile Collision Exposition
CIC = Collision Industry Conference
II-CAR = Inter-Industry Conference on Auto Collision Repair
FROM: Dick Wakeman, Fleet Manager  
ADDRESS: County Records Bldg. 6th Floor  
CITY/STATE: Dallas, Texas 75202  
TELEPHONE NUMBER: 214-653-6529  
FAX NUMBER: 214-653-6464  

DATE OF TRANSMISSION: 01-22-01  
NUMBER OF PAGES (INCLUDING COVER SHEET): 7  
COMMENTS: Attached for your review: 1. Bid requirements, 2. Onsite visit ok list.  
1. Are the requirements a representation of industry standards? Yes  
2. Should we expect a body shop to be able to comply with the list? Yes  
3. If a body person in 1978, was trained on how to use a frame machine should he have additional and on going training to keep current? Yes  
4. Would I-Cars consider these requirements to be a fair evaluation?  
   On a body shops ability to return a vehicle back to it's pre-wreck condition? Yes  
5. Would an Insurance Co. consider these requirements to be a fair evaluation of a body shops ability to return a vehicle back to it's pre-wreck condition? Yes  

Johnny Dickerson
Date: 03-26-01

To: Dick Wakeman

From: Jeff Peevy
Southwest Regional Manager I-CAR

Re: Johnny Dickerson Industry Professional Recognition

As per your request, this letter is to confirm the industry recognized expertise of Johnny Dickerson.

To begin, the automotive industry has exploded into vast and constant changes in technology in the last decade. This technology driven advancement has caused the collision repair technician and repair facility to accept a routine of continuing education. Just as a physician is required to maintain himself in the latest technology of health care tools and techniques, the automotive collision technician must stay abreast to the constant changes as well. Unlike a physician, however, the collision technician’s patient, the modern automobile, changes yearly as well as the tools and techniques needed to repair it correctly and safely. The I-CAR organization was organized for that very reason.

Over the last twenty years, I-CAR has researched, developed, and delivered much needed training to the collision repair industry. Johnny Dickerson has been a very important part of this process. Not only has he taken over 69 different I-CAR course units of instruction, but has become recognized as one of the top collision industry instructors in North America. Johnny has been instrumental in course development serving on the I-CAR instructor advisory board, and as a course development advisor and technical consultant. He has received I-CAR’s Instructor of the Year Award along with I-CAR’s highest honor, the Founder’s Award.

Anyone questioning Johnny’s credentials may contact me at 1-800-422-7456, our Tech Centre in Appleton, Wisconsin at 920-749-0263 (Steve Marks) or our Director of Field Operations, Dave Heckleler in Rolling Meadows, IL at 1-800-422-7872 ext 241.
March 27, 2001

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Tax Abatement Request for 409-429 Second Avenue

BACKGROUND

Second-Hickory, which is a limited partnership, has plans to renovate and convert four interconnected buildings (409-429 Second Avenue) in the Deep Ellum area into office space. To help facilitate this renovation and conversion, the City of Dallas, the County, and the Hospital District have been asked to provide a ten-year 100% abatement on real property.

DESCRIPTION OF PROJECT

The project consists of four one-to-four-story brick/concrete buildings that were constructed during 1925-1929. Two of these buildings served as the original Dallas headquarters for Dr Pepper from 1929-1947. In subsequent years, the property has been owned/used by the Curtiss Candy Company and until last year, a mattress/pillow manufacturer.

The applicant anticipates spending approximately $4.2 million to convert these buildings into about 110,400 square feet of office space. Work has already begun and is scheduled to be completed Fall 2001. Although Second-Hickory has been actively involved in negotiations with prospective tenants, at present, no leases have finalized.

These properties are among the few buildings remaining in the Deep Ellum area that have not undergone some type of noticeable improvement over the last ten-to-fifteen years. Being on the far southeastern edge of Deep Ellum as it approaches I-30 and Fair Park, this project will also help expand the revitalization that has occurred in Deep Ellum beyond the Elm/Main/Commerce corridor.
IMPACT ON OPERATIONS

Under the County's abatement policy, projects involving historic structures are eligible to receive an abatement if they increase the County's tax base by at least $2 million and if the host city provides a comparable abatement. As the applicant expects to have the value of this property increase by approximately $4 million and as the project has already received an abatement from the City of Dallas, it is eligible for consideration.

The County's abatement policy provides for an initial abatement of up to 50% if a project meets the aforementioned eligibility criteria. This 50% initial abatement can then be increased up to 90%, depending upon the degree to which a project contains any of the following characteristics:

- Produces housing;
- Located within an economically distressed area;
- Utilizes a structure that is threatened by demolition;
- Generates substantial economic impact; and/or
- Utilizes a structure with extraordinary historic significance.

Of these five characteristics, the project is located within an economically distressed area and so will receive additional consideration for this. The project will also receive some additional consideration since it was the original Dallas home of Dr Pepper. However, unlike previous historic preservation projects involving the Magnolia Building and the former Sears Distribution Center on Lamar, this project is not as readily recognizable, visible, or architecturally distinct as these other projects.

The project also does not produce housing or utilize buildings that have been threatened by demolition (these properties, unlike some of the other structures in the area, have been almost continuously occupied since their construction). It also does not seem to generate substantial economic impact. The County has previously received abatement requests for fourteen other historic preservation projects; the average anticipated increase in property values for these projects is $6.8 million. In comparison, the 402-429 Second Avenue project is expected to produce a tax base increase of $4 million. Also, since no tenants have yet to be obtained for this project, it is not possible to take into account any impact that the property's occupants might create.

Given these various characteristics, it is proposed that a 70% abatement be provided to this project.

IMPACT ON FINANCE

It is anticipated that when this project is completed, the assessed valuation of the property will increase from $692,270 to about $4.7 million. Providing a 70% abatement would result in the County abating approximately $5500 a year in taxes that do not currently exist while also collecting about $2400 in new taxes that would be generated by the project. For the Hospital District, this entity would abate approximately $7100 and would receive about $3000 in new taxes.
The abatement for this project would go into effect on January 1, 2002. In so doing, it will increase the projected total amount of property that the County will abate on all tax abatement projects from approximately $881.3 million to $883.9 million. However, the percent of the County’s tax base that will be abated each year will remain at the current level of about 0.7%.

M/WBE INFORMATION

Second Hickory Ltd. is the owner of the property associated with this project. 2M Real Estate is the sole general partner of Second Hickory. JAS II Development is the development partner for this project. Workforce composition reports for both 2M Real Estate and JAS II Development have previously been provided to the Court under separate cover.

RECOMMENDATION

It is recommended that the County and the Hospital District provide a ten-year 70% abatement for the renovation and conversion of 409-429 Second Avenue into office space.

Recommended by:

J. Allen Clemson, Administrator

cc: Virginia Porter, Auditor
    Ryan Brown, Acting Budget Officer
    David Childs, Tax Assessor/Collector
    Ron Anderson, Hospital District
    Jeff Swaney, JAS II Development
March 30, 2001

MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner Mike Cantrell
Road and Bridge District 2

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

SUBJECT: Miller Road Project No. 91-850.1
(Centerville Road to East Garland City Limits)
Supplemental City/County Agreement

BACKGROUND

Funding for design, right-of-way, and construction of the subject project was included in the total project limits of Miller Road from First Street to Dalrock Road which was approved by the voters of Dallas County in the 1991 Bond Program in the total amount of $10,000,000 within the cities of Garland, Dallas, and Rowlett. Improvements in the City of Garland include reconstructing the 2.083 mile section of Miller Road between First Street and East Garland City Limits from the present two lane undivided roadway to a four-lane divided concrete thoroughfare with left turn lanes and an enclosed storm drainage system. The project is located in Road and Bridge District No. 2 and within the City of Garland.

Pursuant to Court Order 2000-665 dated March 28, 2000, the City and County agreed to construct the portion of this project from First Street to Centerville Road. By execution of the attached Supplemental City/County Agreement, the City of Garland agrees to provide for additional funding for the section of roadway from Centerville Road to the East Garland City Limits including additional paving and drainage construction, and City owned water, wastewater construction and traffic control improvements. City agrees to provide through City’s engineer, inspection services for any City water, sanitary sewer, and traffic control work in coordination with the County, through County’s Department of Public Works. The City agrees to provide all right-of-way within the City for construction of the Project.
OPERATIONS AND MAINTENANCE

Construction of this project, i.e., widening and reconstruction of Miller Road will provide additional traffic capacity to the existing inadequate facility. After construction of the project, Miller Road will be maintained by the City of Garland.

FINANCIAL IMPACT

The City agrees to fund fifty percent of the additional costs for the additional scope. The estimated total project costs for the increased scope is $873,372 with $454,738 to be funded by the City. The City's share includes City requested water, sewer and traffic control items in an amount estimated to be $36,104 as detailed in Attachment A of the attached Supplemental City/County Agreement. Subsequent to the transfer of funds, there will be sufficient monies to fund the project to be paid $418,634 from Bond Fund 00424, Project 850.1 (50094), Code 08311, Construction, with $454,738 to be reimbursed by the City of Garland.

RECOMMENDATION

If Commissioners Court is in agreement, a court order will be placed on the next formal agenda authorizing the execution of the attached Supplemental City/County Agreement with the City of Garland for additional funding for a total amount of $454,738, to be paid from Bond Fund 0424, Project 850.1 (50094) Code 08311, Construction, which will be reimbursed by the City of Garland.

RECOMMENDED BY:

[Signature]

Donald R. Holzwarth, P.E.
Director of Public Works
jcn—J:850-1:i1a bmo

411 Elm Street, 4th Floor Dallas, Texas 75202 214-653-7151
RESOLUTION 8515

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City Manager is hereby authorized to execute an Interlocal Agreement (ILA) with Dallas County regarding the construction of Miller Road from Centerville Road to the east City Limits.

Section 2

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 6th day of March 2001.

THE CITY OF GARLAND, TEXAS

By: 

Mayor

ATTEST:

City Secretary

ref:OrdResInterlocalAgreement
STATE OF TEXAS

COUNTY OF DALLAS

SUPPLEMENTAL CITY/COUNTY AGREEMENT

WHEREAS, the City of Garland, hereinafter called "City" and the County of Dallas, Texas, hereinafter called "County", desire to enter into a City/County Agreement for certain roadway improvements on Miller Road from Centerville Road to Garland City Limit in the City of Garland and County of Dallas, Texas; and

WHEREAS, funding for the Miller Road Project was authorized as part of the 1991 County of Dallas Transportation Bond Program; and

WHEREAS, the City and the County further desire to enter into a Supplemental City/County Agreement to the Interlocal Contract for Implementation of the 1991 Bond Program approved by Court Order 92-518 dated April 7, 1992, to complete the funding and provide for the construction of said Miller Road Project 91-850.1, to include, in addition to the paving and drainage construction, City owned water, wastewater, and traffic control improvements; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for any local governments to perform governmental functions and services under the terms of the Code; and

NOW THEREFORE, THIS SUPPLEMENTAL CITY/COUNTY AGREEMENT is hereby made and entered into by the City and County upon and for the mutual consideration stated herein:
WITNESSETH

I.

City hereby requests County to provide for construction of the paving, drainage, water, wastewater, and traffic control improvements in connection with the Miller Road Project from Centerville Road to Garland City Limit in the City Limit in the City of Garland and County of Dallas, and

II.

City agrees to provide all funding, in excess of the Dallas County authorization and for City requested items as specified on "Attachment A" of this Agreement in an amount not to exceed Four Hundred Fifty Four Thousand Seven Hundred Thirty Eight and 00/100ths ($454,738.00). The County will bill the City on a monthly basis based upon the City's pro-rata share of the construction costs.

III.

City hereby agrees to provide, through City's Director of Engineering, inspection services for the City water, wastewater, and traffic control work in coordination with the County, through County's Director of Public Works.

IV.

City agrees to be responsible for approval of all design changes and to provide for any additional funding necessitated thereby and/or for increase in quantity of construction. Adjustments in City funding shall be approved by duly authorized supplemental agreement in accordance with the Charter and ordinances of the City of Garland.
V. County hereby agrees to provide for advertisement for bids and award of contract for construction of the Miller Road Project and to provide for contract administration, construction inspection and materials testing of the paving and drainage portion of the contract, in accordance with the approved plans and specifications, subject to County funding participation as provided in the 1991 Bond Program authorization for this project.

VI. City hereby agrees to provide all right-of-way required for construction of the project and the Work.

VII. County hereby agrees to advise City of all design changes and construction change orders occurring during the construction. Funding for all change orders shall be in accordance with Sections IV through VI hereinabove.

VIII. This Agreement is expressly made subject to County’s Sovereign Immunity and the Governmental Immunity of City, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall be exclusively in Dallas County, Texas.
IX.

County and City agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

X.

The Effective Date of this Agreement shall be the latest date it is executed by one of the parties. Reference to the date of execution shall mean the Effective Date.

XI.

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

XII.

In the event that one or more of the provisions contained in this Agreement shall be deemed invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and all other provisions of this Agreement shall remain in full force and effect.

XIII.

This Agreement embodies the complete understanding of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement and,
except as otherwise provided herein, cannot be modified without written supplemental
agreement of the parties to be attached hereto and made a part of this Agreement.

Executed as of the Effective Date.

COUNTY OF DALLAS

BY: Lee F. Jackson
County Judge

Date

CITY OF GARLAND

BY:

Date

APPROVED AS TO FORM:

BY: John Dahill
Advisory Chief, Civil Section

Date 3-30-01

APPROVED AS TO FORM:
MILLER ROAD PROJECT 91-850.1
(CENTERVILLE ROAD TO GARLAND CITY LIMIT)

SUPPLEMENTAL CITY/COUNTY AGREEMENT

ATTACHMENT A

EXPENDITURES

PAVING AND DRAINAGE CONSTRUCTION  $726,378
CITY REQUESTED CONSTRUCTION  $36,104
(WATER, SEWER, TRAFFIC CONTROL)
CONTINGENCIES  $38,124
DESIGN - ADMIN COSTS  $65,142
CONSTRUCTION MATERIALS TESTING  $7,624

TOTAL PROJECT COSTS  $873,372

DALLAS COUNTY AUTHORIZATION AND OTHER FUNDING

DALLAS COUNTY 1991 BOND PROGRAM AUTHORIZATION

ADDITIONAL DALLAS COUNTY FUNDING  $418,634

CITY OF GARLAND SHARE  
(REQUESTED ITEMS: WATER, SEWER,  
TRAFFIC CONTROL)  $36,104
SHORTFALL  $418,634

SUBTOTAL CITY OF GARLAND  $454,738

TOTAL PROJECT FUNDING  $873,372
MEMORANDUM

TO: Commissioners Court
FROM: Donald R. Holzwarth, P.E.
Director of Public Works
SUBJECT: MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

BACKGROUND

Dallas County has a long standing role in providing transportation system improvements for the benefit of its citizens and the public traveling in the County of Dallas. Continued and forecast population and employment growth in Dallas County places increasing demands on the County’s surface transportation system. In December 1999, Commissioners Court issued a call for projects to the cities to identify candidate thoroughfare improvement projects for potential County funding. In this call for projects the cities were asked to commit to cost participation with the County on a 50%-50% basis.

On October 17, 2000, Dallas County Commissioners Court approved participation in Transportation Major Capital Improvement Projects for the Program Years 2004, 2005, and a portion of 2006 by Court Order 2000-2117 with a list of proposed accepted projects attached to the Court Order. In order to implement the proposed projects it is necessary for the impacted cities to execute a MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS.

The cities of Balch Springs, Dallas, DeSoto, and Lancaster have executed said MASTER AGREEMENT and are ready for County execution.

FINANCIAL IMPACT

By execution of the attached agreements, the cities have agreed to participate on at least a fifty/fifty basis with Dallas County. The MASTER AGREEMENT specifies equal share of Standard Basic Street Design with cities’ funding of amenities above and beyond the basic design.
IMPACT ON SCHEDULE AND OPERATIONS

In order for projects designated as Program Year 2004 and 2005 to begin construction within the years 2004-2005, it is necessary to commence with preliminary design efforts immediately. Before committing County funding for preliminary design efforts, it is desirable to have the impacted cities committed to funding projects they have put forward. The MASTER AGREEMENT will initiate this effort by clearly defining County and City partnerships and roles. A supplemental agreement will be implemented once a predesign charrette meeting is held that will identify project specifics such as proposed alignment, scope, project teams and cost estimates.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached MASTER AGREEMENTS with the cities of Balch Springs, Dallas, DeSoto, and Lancaster. If Commissioners Court is in agreement, Court Orders will be placed on the next regular agenda authorizing the execution of said MASTER AGREEMENTS.

Approved By:

Donald R. Holzwarth, P.E.
Director of Public Works
THIS MASTER AGREEMENT is made by and between the City of DeSoto, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter called MASTER AGREEMENT, for the purpose of Transportation Improvements on roads inside Dallas County that are on the North Central Texas Council of Government's Regional Thoroughfare Plan.

WITNESSETH

WHEREAS, pursuant to Court Order 2000-2117, dated October 17, 2000, County Commissioners Court approved participation in Transportation Major Capital Improvement Projects for the Program Years 2004, 2005, and a portion of 2006 within the cities inside Dallas County; and

WHEREAS, the approved project lists may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT, is hereby made and entered into by CITY and COUNTY for the mutual consideration stated herein:

AGREEMENT

Article I. DEFINITIONS: The following definitions are incorporated into this agreement for all purposes.

a) AMENDMENT shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.

b) CITY shall mean the City of DeSoto, County of Dallas, State of Texas.

c) COUNTY shall mean the County of Dallas, State of Texas.

d) DIRECT PROJECT & PROGRAM COSTS shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include
compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; damage claims; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

e) **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this MASTER AGREEMENT to become effective.

f) **INDIRECT COSTS** shall mean those costs which have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final project or program cost objective without effort disproportionate to the results achieved.

g) **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between CITY and COUNTY in accordance with Texas Government Code Chapter 791.

h) **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction.

i) **MASTER AGREEMENT** shall mean this document including all incorporated documents, attachments, and exhibits.

j) **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document which incorporates the results of the PREDESIGN CHARRETTE. Said MOA shall at a minimum identify the overall funding scheme, and basic scope of the PROJECT.

k) **PARCEL OR PARCELS** shall mean those tracts of land and improvements located either wholly or partially thereon, identified by COUNTY, CITY or other STAKEHOLDER as required for right-of-way requirements of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

l) **PREDESIGN CHARRETTE** shall mean a meeting of decision making STAKEHOLDERS and other members of the PROJECT TEAM for the purpose of entering into a MEMORANDUM OF AGREEMENT for the overall funding, alignment and scope of the PROJECT.

m) **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely project delivery. There will be only one PROJECT MANAGER assigned to a PROJECT.

n) **PROJECT TEAM** shall mean representatives from COUNTY, CITY, and other STAKEHOLDERS as may be mutually agreed upon by COUNTY, CITY and STAKEHOLDER or otherwise with responsibility for delivering the completed PROJECT.

o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.

p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the

**MASTER AGREEMENT - 11/10/00**
STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.

q) RIGHT OF WAY (ROW) shall mean that real property, (either existing, or required in fee and or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

(r) STANDARD BASIC PROJECT DESIGN shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.

(s) SUPPLEMENTAL AGREEMENT shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.

(t) STAKEHOLDER shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.

(u) TxDOT shall mean the Texas Department of Transportation.

(v) UTILITIES shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.

(w) CITY UTILITY shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.

(x) UTILITY IN PUBLIC RIGHT-OF-WAY shall mean all UTILITIES located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

(y) UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY shall mean all UTILITIES, excluding CITY UTILITIES, whose facilities are located within the limits of the PROJECT by virtue of satisfactorily documented pre-existing real property ownership.

(z) UTILITY BETTERMENT shall mean any increase in the capacity of any UTILITY'S Facility adjusted or relocated as a part of the PROJECT as compared to the existing Facility, or any upgrading of the UTILITY'S Facility above the standard practices, devices or materials, specified by the UTILITY and customarily used by CITY or UTILITY on projects solely financed by CITY or UTILITY. Provided, however, that any upgrading necessary to successfully accomplish the PROJECT shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by CITY or UTILITY. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See "STANDARD BASIC PROJECT DESIGN").
Article II. PERIOD OF THE AGREEMENT

This MASTER AGREEMENT becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The “Effective Date”). This MASTER AGREEMENT shall be an annual agreement and shall automatically renew without further action by either party unless or until terminated as provided in Article IV (Termination) or the expiration of ten (10) years, whichever shall first occur.

Article III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the CITY and COUNTY. Any amendment must be in writing and approved by the parties’ respective governing bodies.

Article IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE

MAJEURE

1. TERMINATION

A. This MASTER AGREEMENT may be terminated by any of the following conditions:

1(1) By expiration of term of the agreement.
1(2) By mutual written consent and agreement of COUNTY and CITY.
1(3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any SUPPLEMENTAL AGREEMENT or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
1(4) By either party with ninety days written notice to the other party.

B. Should either party terminate this MASTER AGREEMENT as herein provided, all existing, fully executed SUPPLEMENTAL AGREEMENT made under this MASTER AGREEMENT shall not be terminated and shall automatically incorporate all the provisions of this MASTER AGREEMENT.

C. In the event that any SUPPLEMENTAL AGREEMENT is terminated prior to completion of the PROJECT, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The LEAD AGENCY, to the extent permitted, may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the PROJECT, and prepare a final accounting for the PROJECT.

D. If the PROJECT is terminated by the CITY prior to the award of any construction contract and the PROJECT is located within the CITY limits, CITY shall pay to COUNTY the full amount expended by COUNTY on the project and COUNTY shall transfer to CITY its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the

MASTER AGREEMENT- 11/10/00
final accounting for the PROJECT. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.

E. Once the construction contract has been let, with the approval of the other party, the SUPPLEMENTAL AGREEMENT for that PROJECT cannot be terminated until completion of the construction.

F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption.

G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

H. Provisions B through G will survive the termination of this MASTER AGREEMENT and any SUPPLEMENTAL AGREEMENT and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

2. FORCE MAJEURE:

Neither COUNTY nor CITY shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such inability to perform shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

Article V. INDEMNIFICATION

COUNTY and CITY agree that both COUNTY and CITY shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this MASTER AGREEMENT, without waiving any sovereign or governmental immunity.
available to either COUNTY or CITY under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

Article VI. NOTIFICATION

A. When notice is permitted or required by this MASTER AGREEMENT, it shall be in writing and shall be presumed delivered when delivered in person or three (3) days subsequent to the date placed, postage prepaid, in the U. S. Mail. Certified or Registered Return Receipt Requested and addressed to the parties at the following address.

B. All notices and correspondence to County by City shall be mailed or delivered by hand as follows:

   Dallas County Public Works
   Donald R. Holzwarth, P.E., Director
   411 Elm Street, Suite 400
   Dallas, Texas 75202-3389

C. All notices and correspondence from County to City shall be mailed or delivered by hand as follows: [Title of Appropriate City Official]

   City, Texas

D. Either party hereto may from time to time designate another and different address for receipt of notice by giving written notice of such change of address to the other party.

Article VII. CITY COVENANTS AND AGREES AS FOLLOWS:

A. To execute the necessary agreements for the implementation of design and construction of the PROJECTS mutually agreed upon and incorporated herein by SUPPLEMENTAL AGREEMENT.

B. Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet PROJECT funding for each milestone as specified herein or in a SUPPLEMENTAL AGREEMENT.

C. CITY agrees to share the funding of each PROJECT with COUNTY on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a SUPPLEMENTAL AGREEMENT with the following exclusions:

   CITY shall bear the entire cost of:

   1. CITY owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;

MASTER AGREEMENT- 11/10/00
2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;

3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES;

4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;

5. CITY Indirect Costs.

When mutual written agreement has been reached as to PROJECT limits by COUNTY and CITY at the Predesign Charrette, City agrees to acquire right-of-way required for designated projects by voluntary dedication, the subdivision platting process and or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required right of way. CITY agrees to fund ROW not acquired but reasonably expected to be. CITY also agrees to fund the removal of improvements that are encroachments within existing or proposed right of way areas.

In the event of any proposed use of the PROJECT right-of-way that will conflict with the proposed PROJECT and CITY is unable to obtain such right-of-way as described above, CITY shall notify COUNTY of such conflict. COUNTY and CITY shall determine if the acquisition of the conflicting parcel would be in the best interest of the PROJECT. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

CITY hereby grants the COUNTY authority to enter into eminent domain proceedings within the city limits on each specific right of way alignment as approved by the CITY and COUNTY.

D. To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY’s municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this MASTER AGREEMENT.

E. CITY agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT. Additional PROJECT cost caused or contributed to by CITY ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by CITY.

F. CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in

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the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.

G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY’s failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.

I. To provide to COUNTY for COUNTY’S or COUNTY’S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.

J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.

K. CITY agrees to provide timely review of interim submittals. “Timely review” will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.

L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.

M. Provide at CITY’s cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.

O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the STANDARD BASIC PROJECT DESIGN and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of STANDARD BASIC PROJECT DESIGN.

P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a SUPPLEMENTAL AGREEMENT as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the SUPPLEMENTAL AGREEMENT as determined by mutual consent.

Article VIII. UTILITY IMPACTS.

A. In cases where a UTILITY IS LOCATED IN A PRIVATELY OWNED RIGHT-OF-WAY, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated project, the COUNTY (or CITY if acting as the LEAD AGENCY) will, after submission by utility company of right of way documentation and cost estimates acceptable to the CITY, COUNTY and other STAKEHOLDERS, assign the actual costs for the relocation and/or adjustment of said utility to the PROJECT.

B. In cases where a UTILITY IN PUBLIC RIGHT-OF-WAY, excluding CITY UTILITIES, occupies any portion of the PROJECT RIGHT-OF-WAY by Texas or Federal Law or by agreement with the CITY that allows or permits the CITY to cause the relocation of the utility for the construction of the project, the CITY shall timely require and enforce the relocation or adjustment requirement at no cost to the project. In the event that the CITY has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. CITY shall take all steps necessary to insure that such relocation or adjustment shall not conflict with or delay the PROJECT schedule.

Article IX. COUNTY AGREES AS FOLLOWS:

A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.

B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to STANDARD BASIC PROJECT DESIGN in conformity with applicable CITY ordinances and standards, to the extent of
Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the EFFECTIVE DATE of this MASTER AGREEMENT shall be utilized unless otherwise mutually agreed by SUPPLEMENTAL AGREEMENT.

A-C. To actively participate and provide authorized representation at PRE DESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.

D. To provide project management of each Project where County is LEAD AGENCY from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and SUPPLEMENTAL AGREEMENTS.

E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY'S designee at no cost to the CITY.

F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. “Timely review” will be agreed upon during the PRE DESIGN CHARRETTE, as part of the project schedule.

G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.

H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.

I. To require all contractors to secure all necessary permits required by CITY on said construction projects.

J. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.

K. In and for Ten Dollars ($10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefore to transfer, by Quit Claim Deed, all PROJECT related easements acquired by COUNTY to CITY.

L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.

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Article X. PREDESIGN CHARRETTE

A. CITY and COUNTY, as specified in Articles VII and IX, respectively, will designate officials or representatives to participate in a Predesign Charrette to be conducted on a mutually agreeable date and location. At least part of this meeting will be conducted on the PROJECT site.

B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles. to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette.

C. At the conclusion of the Predesign Charrette a SUPPLEMENTAL AGREEMENT shall be produced which outlines the identified roles and scope for the Project.

Article XI. FUNDING

A. CITY and COUNTY mutually agree to proportionately fund the DIRECT PROJECT & PROGRAM costs as agreed by the parties in a SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, COUNTY shall bear fifty percent (50%) of the total DIRECT PROJECT & PROGRAM costs excluding the ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT. COUNTY shall not be responsible for any amount of funding in excess of the PROJECT not-to-exceed amount as shown in the PROJECT SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, CITY shall bear fifty percentage (50%) of all DIRECT PROJECT AND PROGRAM costs. In addition City agrees to fund all other City cost as provided herein, including, but not limited to, ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT.

B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENTAL AGREEMENT, neither party will be required to award any contract until written certification has been received that funding for the project has been certified in writing to have been placed.
in escrow or encumbered for the payment of the non-awarding party's portion of the PROJECT cost.

C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.

E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

Article XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to CITY and COUNTY and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of CITY and the COUNTY that any entity other than CITY or the COUNTY receiving services or benefits under this agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the agreement parties.

Article XII. RIGHT OF ENTRY

The CITY agrees that COUNTY shall have the right to enter upon the PROJECT area for the time period necessary for the completion of the Project. CITY agrees to furnish such police or other CITY personnel as requested by COUNTY for traffic control or other public safety matters at no cost to the PROJECT or COUNTY.

Article XIV. LIST OF PROJECTS

CITY agrees that it has been furnished with a list of the potential PROJECTS as approved by the Dallas County Commissioners Courts, subject to the agreement between the parties of a SUPPLEMENTAL AGREEMENT. CITY stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential PROJECT location and describes the type of project in sufficient detail that the CITY is fully aware of the location and type of projects being considered.
Article XV. MISCELLANEOUS GENERAL PROVISIONS

A. Applicable Law. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.

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

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

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

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

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

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

H. Counterparts. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
The City of [Delete], State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 01-05, Minutes [Delete] Dated the 16 day of January, 2001.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number [Delete] and passed on the [Delete] day of [Delete], 200_.

CITY OF [Delete]                    COUNTY OF DALLAS

BY [Signature]                     BY LEE JACKSON, COUNTY JUDGE

TITLE [Delete]                     APPROVED AS TO FORM:

ATTEST [Signature]                APPROVED AS TO FORM:
CITY SECRETARY / ATTORNEY               [Signature]

John Dahill, Advisory Chief, Civil Section
Dallas County District Attorney
RESOLUTION NO. 50-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING A MASTER AGREEMENT BETWEEN THE CITY OF LANCASTER AND DALLAS COUNTY FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON HOUSTON SCHOOL ROAD FROM WHEATLAND ROAD TO BELTLINE ROAD.

WHEREAS, the City of Lancaster desires to widen Houston School Road from Wheatland Road to Beltline Road; and

WHEREAS, Dallas County will fund 38.2% of the Houston School widening project in the year 2006; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lancaster, Texas that the Master Agreement Governing Transportation Major Capital Improvement Projects between the City of Lancaster and Dallas County is hereby adopted, and attached here to and incorporated herein for all intents and purposes.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 11th day of December, 2000.

APPROVED:

[Signature]
JOE TILLOTSON, Mayor

ATTEST:

[Marian Barnett]
MARIAN BARNETT, City Secretary
THIS MASTER AGREEMENT is made by and between the City of Dallas, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter called MASTER AGREEMENT, for the purpose of Transportation Improvements on roads inside Dallas County that are on the North Central Texas Council of Government's Regional Thoroughfare Plan.

WITNESSETH

WHEREAS, pursuant to Court Order 2000-2117, dated October 17, 2000, County Commissioners Court approved participation in Transportation Major Capital Improvement Projects for the Program Years 2004, 2005, and a portion of 2006 within the cities inside Dallas County; and

WHEREAS, the approved project lists may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT, is hereby made and entered into by CITY and COUNTY for the mutual consideration stated herein:

AGREEMENT

Article I. DEFINITIONS: The following definitions are incorporated into this agreement for all purposes.

a) AMENDMENT shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.

b) CITY shall mean the City of Dallas, County of Dallas, State of Texas.

c) COUNTY shall mean the County of Dallas, State of Texas.

d) DIRECT PROJECT & PROGRAM COSTS shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include...
compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; damage claims; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

e) EFFECTIVE DATE shall mean the date of the signature of the last person necessary for this MASTER AGREEMENT to become effective.

f) INDIRECT COSTS shall mean those costs which have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final project or program cost objective without effort disproportionate to the results achieved.

g) INTERLOCAL AGREEMENTS shall mean contracts or agreements entered into between CITY and COUNTY in accordance with Texas Government Code Chapter 791.

h) LEAD AGENCY shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction.

i) MASTER AGREEMENT shall mean this document including all incorporated documents, attachments, and exhibits.

j) MEMORANDUM OF AGREEMENT (MOA) shall mean a written document which incorporates the results of the PREDESIGN CHARRETTE. Said MOA shall at a minimum identify the overall funding scheme, and basic scope of the PROJECT.

k) PARCEL OR PARCELS shall mean those tracts of land and improvements located either wholly or partially thereon, identified by COUNTY, CITY or other STAKEHOLDER as required for right-of-way requirements of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

l) PREDESIGN CHARRETTE shall mean a meeting of decision making STAKEHOLDERS and other members of the PROJECT TEAM for the purpose of entering into a MEMORANDUM OF AGREEMENT for the overall funding, alignment and scope of the PROJECT.

m) PROJECT MANAGER shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely project delivery. There will be only one PROJECT MANAGER assigned to a PROJECT.

n) PROJECT TEAM shall mean representatives from COUNTY, CITY, and other STAKEHOLDERS as may be mutually agreed upon by COUNTY, CITY and STAKEHOLDER or otherwise with responsibility for delivering the completed PROJECT.

o) PROJECT(S) shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.

p) ROAD or STREET AMENITY shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the

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STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.

q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

(r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.

(s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.

(t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.

(u) **TxDOT** shall mean the Texas Department of Transportation.

(v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.

(w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.

(x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all UTILITIES located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

(y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all UTILITIES, excluding CITY UTILITIES, whose facilities are located within the limits of the PROJECT by virtue of satisfactorily documented pre-existing real property ownership.

(z) **UTILITY BETTERMENT** shall mean any increase in the capacity of any UTILITY’S Facility adjusted or relocated as a part of the PROJECT as compared to the existing Facility, or any upgrading of the UTILITY’S Facility above the standard practices, devices or materials, specified by the UTILITY and customarily used by CITY or UTILITY on projects solely financed by CITY or UTILITY. Provided, however, that any upgrading necessary to successfully accomplish the PROJECT shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by CITY or UTILITY. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See “STANDARD BASIC PROJECT DESIGN”).

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Article II. PERIOD OF THE AGREEMENT

This MASTER AGREEMENT becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date"). This MASTER AGREEMENT shall be an annual agreement and shall automatically renew without further action by either party unless or until terminated as provided in Article IV (Termination) or the expiration of ten (10) years, whichever shall first occur.

Article III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the CITY and COUNTY. Any amendment must be in writing and approved by the parties' respective governing bodies.

Article IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE OF MAAJEUR

1. TERMINATION

A. This MASTER AGREEMENT may be terminated by any of the following conditions:

   (1) By expiration of term of the agreement.

   (2) By mutual written consent and agreement of COUNTY and CITY.

   (3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any SUPPLEMENTAL AGREEMENT or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.

   (4) By either party with ninety days written notice to the other party.

B. Should either party terminate this MASTER AGREEMENT as herein provided, all existing, fully executed SUPPLEMENTAL AGREEMENT made under this MASTER AGREEMENT shall not be terminated and shall automatically incorporate all the provisions of this MASTER AGREEMENT.

C. In the event that any SUPPLEMENTAL AGREEMENT is terminated prior to completion of the PROJECT, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The LEAD AGENCY, to the extent permitted, may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the PROJECT, and prepare a final accounting for the PROJECT.

D. If the PROJECT is terminated by the CITY prior to the award of any construction contract and the PROJECT is located within the CITY limits, CITY shall pay to COUNTY the full amount expended by COUNTY on the project and COUNTY shall transfer to CITY its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the PROJECT. Such amount shall be due and payable in full ninety

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(90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.

E. Once the construction contract has been let, with the approval of the other party, the SUPPLEMENTAL AGREEMENT for that PROJECT cannot be terminated until completion of the construction.

F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable.

Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption.

G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

H. Provisions B through G will survive the termination of this MASTER AGREEMENT and any SUPPLEMENTAL AGREEMENT and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

2. FORCE MAJEURE:

Neither COUNTY nor CITY shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party’s control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

Article V. INDEMNIFICATION

COUNTY and CITY agree that both COUNTY and CITY shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this MASTER AGREEMENT, without waiving any sovereign or governmental immunity available to either COUNTY or CITY under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
Article VI. NOTIFICATION

A. When notice is permitted or required by this MASTER AGREEMENT, it shall be in writing and shall be presumed delivered when delivered in person or three (3) days subsequent to the date placed, postage prepaid, in the U. S. Mail, Certified or Registered, Return Receipt Requested and addressed to the parties at the following address.

B. All notices and correspondence to County by City shall be mailed or delivered by hand as follows:

Dallas County Public Works
Donald R. Holzwarth, P.E., Director
411 Elm Street, Suite 400
Dallas, Texas 75202-3389

C. All notices and correspondence from County to City shall be mailed or delivered by hand as follows:

City, Texas

D. Either party hereto may from time to time designate another and different address for receipt of notice by giving written notice of such change of address to the other party.

Article VII. CITY COVENANTS AND AGREES AS FOLLOWS:

A. To execute the necessary agreements for the implementation of design and construction of the PROJECTS mutually agreed upon and incorporated herein by SUPPLEMENTAL AGREEMENT.

B. Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet PROJECT funding for each milestone as specified herein or in a SUPPLEMENTAL AGREEMENT.

C. CITY agrees to share the funding of each PROJECT with COUNTY on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a SUPPLEMENTAL AGREEMENT with the following exclusions:

CITY shall bear the entire cost of:

1. CITY owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;

2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;
3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES,

4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;

5. CITY Indirect Costs.

When mutual written agreement has been reached as to PROJECT limits by COUNTY and CITY at the Predesign Charrette, City agrees to acquire right-of-way required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required right of way. CITY agrees to fund ROW not acquired but reasonably expected to be. CITY also agrees to fund the removal of improvements that are encroachments within existing or proposed right of way areas.

In the event of any proposed use of the PROJECT right-of-way that will conflict with the proposed PROJECT and CITY is unable to obtain such right-of-way as described above, CITY shall notify COUNTY of such conflict. COUNTY and CITY shall determine if the acquisition of the conflicting parcel would be in the best interest of the PROJECT. In the event that agreement is reached and the parcel is acquired such cost shall be included in the prorated cost of the project in the agreed upon proportions.

CITY hereby grants the COUNTY authority to enter into eminent domain proceedings within the city limits on each specific right of way alignment as approved by the CITY and COUNTY.

D. To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this MASTER AGREEMENT.

E. CITY agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT. Additional PROJECT cost caused or contributed to by CITY ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by CITY.

F. CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.
G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY’S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.

I. To provide to COUNTY for COUNTY’S or COUNTY’S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.

J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.

K. CITY agrees to provide timely review of interim submittals. “Timely review” will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. CITY further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.

L. CITY agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.

M. Provide at CITY’s cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.

O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the STANDARD BASIC PROJECT DESIGN and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of STANDARD BASIC PROJECT DESIGN.

P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a SUPPLEMENTAL AGREEMENT as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the SUPPLEMENTAL AGREEMENT as determined by mutual consent.

Article VIII. UTILITY IMPACTS.

A. In cases where a UTILITY IS LOCATED IN A PRIVATELY OWNED RIGHT-OF-WAY, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated project, the COUNTY (or CITY if acting as the LEAD AGENCY) will, after submission by utility company of right of way documentation and cost estimates acceptable to the CITY, COUNTY and other STAKEHOLDERS, assign the actual costs for the relocation and/or adjustment to the PROJECT.

B. In cases where a UTILITY IN PUBLIC RIGHT-OF-WAY, excluding CITY UTILITIES, occupies any portion of the PROJECT RIGHT-OF-WAY by Texas or Federal Law or by agreement with the CITY that allows or permits the CITY to cause the relocation of the utility for the construction of the project, the CITY shall timely require and enforce the relocation or adjustment requirement at no cost to the project. In the event that the CITY has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. CITY shall take all steps necessary to insure that such relocation or adjustment shall not conflict with or delay the PROJECT schedule.

Article IX. COUNTY AGREES AS FOLLOWS:

A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.

B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to STANDARD BASIC PROJECT DESIGN in conformity with applicable CITY ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed
upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the EFFECTIVE DATE of this MASTER AGREEMENT shall be utilized unless otherwise mutually agreed by SUPPLEMENTAL AGREEMENT.

C. To actively participate and provide authorized representation at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.

D. To provide project management of each Project where County is LEAD AGENCY from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and SUPPLEMENTAL AGREEMENTS.

E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY'S designee at no cost to the CITY.

F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE, as part of the project schedule.

G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.

H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.

I. To require all contractors to secure all necessary permits required by CITY on said construction projects.

J. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.

K. In and for Ten Dollars ($10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefor to transfer, by Quit Claim Deed, all PROJECT related easements acquired by COUNTY to CITY.

L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.
Article X. PREDESIGN CHARRETTE

A. CITY and COUNTY, as specified in Articles VII and IX, respectively, will designate officials or representatives to participate in a Predesign Charrette to be conducted on a mutually agreeable date and location. At least part of this meeting will be conducted on the PROJECT site.

B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles, to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette.

C. At the conclusion of the Predesign Charrette a SUPPLEMENTAL AGREEMENT shall be produced which outlines the identified roles and scope for the Project.

Article XI. FUNDING

A. CITY and COUNTY mutually agree to proportionately fund the DIRECT PROJECT & PROGRAM costs as agreed by the parties in a SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, COUNTY shall bear fifty percent (50%) of the total DIRECT PROJECT & PROGRAM costs excluding the ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT. COUNTY shall not be responsible for any amount of funding in excess of the PROJECT not-to-exceed amount as shown in the PROJECT SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, CITY shall bear fifty percentage (50%) of all DIRECT PROJECT AND PROGRAM costs. In addition City agrees to fund all other City cost as provided herein, including, but not limited to, ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT.

B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENTAL AGREEMENT, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party’s portion of the PROJECT cost.
C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.

E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

**Article XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to CITY and COUNTY and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of CITY and the COUNTY that any entity other than CITY or the COUNTY receiving services or benefits under this agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the agreement parties.

**Article XII. RIGHT OF ENTRY**

The CITY agrees that COUNTY shall have the right to enter upon the PROJECT area for the time period necessary for the completion of the Project. CITY agrees to furnish such police or other CITY personnel as requested BY COUNTY for traffic control or other public safety matters at no cost to the PROJECT or COUNTY.

**Article XIV. LIST OF PROJECTS**

CITY agrees that it has been furnished with a list of the potential PROJECTS as approved by the Dallas County Commissioners Courts, subject to the agreement between the parties of a SUPPLEMENTAL AGREEMENT. CITY stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential PROJECT location and describes the type of project in sufficient detail that the CITY is fully aware of the location and type of projects being considered.

**Article XV. MISCELLANEOUS GENERAL PROVISIONS**

A. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is
expressly made subject to County’s Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.

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

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

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

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

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

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

H. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution # 50-00, Minutes of Council Dated the 11th day of December, 2001.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _______________ and passed on the ___ day of ___________.

COUNTY OF DALLAS

APPROVED AS TO FORM:

John Dahl, Advisory Chief, Civil Section
Dallas County District Attorney

CITY OF LANCASTER

Dallas County, Texas

CITY SECRETARY \ ATTORNEY

LEE JACKSON, COUNTY JUDGE

TITLE
### District 4

**Major Capital Improvement Program**

#### Funding/Cost Forecast

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<tr>
<th>Project Type</th>
<th>Project Name</th>
<th>City</th>
<th>Funding Source</th>
<th>Cost 2004</th>
<th>Cost 2005</th>
<th>Cost 2006</th>
<th>Cost 2007</th>
<th>Cost 2008</th>
<th>Cost 2009</th>
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**Notes:**
- TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NHTPC.
- A 50% minimum match is assumed of city projects.
STATE OF TEXAS

COUNTY OF DALLAS

MASTER AGREEMENT GOVERNING
TRANSPORTATION
MAJOR CAPITAL IMPROVEMENT PROJECTS

THIS MASTER AGREEMENT is made by and between the City of Balch Springs, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter called MASTER AGREEMENT, for the purpose of Transportation Improvements on roads inside Dallas County that are on the North Central Texas Council of Government's Regional Thoroughfare Plan.

WITNESSETH

WHEREAS, pursuant to Court Order 2000-2117, dated October 17, 2000, County Commissioners Court approved participation in Transportation Major Capital Improvement Projects for the Program Years 2004, 2005, and a portion of 2006 within the cities inside Dallas County; and

WHEREAS, the approved project lists may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT, is hereby made and entered into by CITY and COUNTY for the mutual consideration stated herein:

AGREEMENT

Article I. DEFINITIONS: The following definitions are incorporated into this agreement for all purposes.

a) AMENDMENT shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.

b) CITY shall mean the City of Balch Springs, County of Dallas, State of Texas.

c) COUNTY shall mean the County of Dallas, State of Texas.

d) DIRECT PROJECT & PROGRAM COSTS shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include
compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; damage claims; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

e) **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this MASTER AGREEMENT to become effective.

f) **INDIRECT COSTS** shall mean those costs which have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final project or program cost objective without effort disproportionate to the results achieved.

g) **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between CITY and COUNTY in accordance with Texas Government Code Chapter 791.

h) **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction.

i) **MASTER AGREEMENT** shall mean this document including all incorporated documents, attachments, and exhibits.

j) **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document which incorporates the results of the PREDESIGN CHARRETTE. Said MOA shall at a minimum identify the overall funding scheme, and basic scope of the PROJECT.

k) **PARCEL OR PARCELS** shall mean those tracts of land and improvements located either wholly or partially thereon, identified by COUNTY, CITY or other STAKEHOLDER as required for right-of-way requirements of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

l) **PREDESIGN CHARRETTE** shall mean a meeting of decision making STAKEHOLDERS and other members of the PROJECT TEAM for the purpose of entering into a MEMORANDUM OF AGREEMENT for the overall funding, alignment and scope of the PROJECT.

m) **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely project delivery. There will be only one PROJECT MANAGER assigned to a PROJECT.

n) **PROJECT TEAM** shall mean representatives from COUNTY, CITY, and other STAKEHOLDERS as may be mutually agreed upon by COUNTY, CITY and STAKEHOLDER or otherwise with responsibility for delivering the completed PROJECT.

o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.

p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the

**MASTER AGREEMENT - 11/10/00**
STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.

q) RIGHT OF WAY (ROW) shall mean that real property, (either existing, or required in fee and/or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

(r) STANDARD BASIC PROJECT DESIGN shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.

(s) SUPPLEMENTAL AGREEMENT shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.

(t) STAKEHOLDER shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.

(u) TxDOT shall mean the Texas Department of Transportation.

(v) UTILITIES shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.

(w) CITY UTILITY shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.

(x) UTILITY IN PUBLIC RIGHT-OF-WAY shall mean all UTILITIES located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

(y) UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY shall mean all UTILITIES, excluding CITY UTILITIES, whose facilities are located within the limits of the PROJECT by virtue of satisfactorily documented pre-existing real property ownership.

(z) UTILITY BETTERMENT shall mean any increase in the capacity of any UTILITY’S Facility adjusted or relocated as a part of the PROJECT as compared to the existing Facility, or any upgrading of the UTILITY’S Facility above the standard practices, devices or materials, specified by the UTILITY and customarily used by CITY or UTILITY on projects solely financed by CITY or UTILITY. Provided, however, that any upgrading necessary to successfully accomplish the PROJECT shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by CITY or UTILITY. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See “STANDARD BASIC PROJECT DESIGN”).
Article II. PERIOD OF THE AGREEMENT

This MASTER AGREEMENT becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The “Effective Date”). This MASTER AGREEMENT shall be an annual agreement and shall automatically renew without further action by either party unless or until terminated as provided in Article IV (Termination) or the expiration of ten (10) years, whichever shall first occur.

Article III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the CITY and COUNTY. Any amendment must be in writing and approved by the parties’ respective governing bodies.

Article IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE, MAJEURE

1. TERMINATION

A. This MASTER AGREEMENT may be terminated by any of the following conditions:
   a)(1) By expiration of term of the agreement.
   b)(2) By mutual written consent and agreement of COUNTY and CITY.
   e)(3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any SUPPLEMENTAL AGREEMENT or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
   d)(4) By either party with ninety days written notice to the other party.

B. Should either party terminate this MASTER AGREEMENT as herein provided, all existing, fully executed SUPPLEMENTAL AGREEMENT made under this MASTER AGREEMENT shall not be terminated and shall automatically incorporate all the provisions of this MASTER AGREEMENT.

C. In the event that any SUPPLEMENTAL AGREEMENT is terminated prior to completion of the PROJECT, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The LEAD AGENCY, to the extent permitted, may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the PROJECT, and prepare a final accounting for the PROJECT.

D. If the PROJECT is terminated by the CITY prior to the award of any construction contract and the PROJECT is located within the CITY limits, CITY shall pay to COUNTY the full amount expended by COUNTY on the project and COUNTY shall transfer to CITY its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the

MASTER AGREEMENT – 11/10/00
final accounting for the PROJECT. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.

E. Once the construction contract has been let, with the approval of the other party, the SUPPLEMENTAL AGREEMENT for that PROJECT cannot be terminated until completion of the construction.

F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption.

G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

H. Provisions B through G will survive the termination of this MASTER AGREEMENT and any SUPPLEMENTAL AGREEMENT and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

2. FORCE MAJEURE:

Neither COUNTY nor CITY shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party’s control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

Article V. INDEMNIFICATION

COUNTY and CITY agree that both COUNTY and CITY shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this MASTER AGREEMENT, without waiving any sovereign or governmental immunity.
available to either COUNTY or CITY under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

Article VI. NOTIFICATION

A. When notice is permitted or required by this MASTER AGREEMENT, it shall be in writing and shall be presumed delivered when delivered in person or three (3) days subsequent to the date placed, postage prepaid, in the U. S. Mail, Certified or Registered, Return Receipt Requested and addressed to the parties at the following address:

B. All notices and correspondence to County by City shall be mailed or delivered by hand as follows:

   Dallas County Public Works
   Donald R. Holzwarth, P.E., Director
   411 Elm Street, Suite 400
   Dallas, Texas 75202-3389

C. All notices and correspondence from County to City shall be mailed or delivered by hand as follows:

   [Title of Appropriate City Official]
   Kenneth L. Neal
   City Manager
   City, Texas
   Balch Springs, Texas

D. Either party hereto may from time to time designate another and different address for receipt of notice by giving written notice of such change of address to the other party.

Article VII. CITY COVENANTS AND AGREES AS FOLLOWS:

A. To execute the necessary agreements for the implementation of design and construction of the PROJECTS mutually agreed upon and incorporated herein by SUPPLEMENTAL AGREEMENT.

B. Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet PROJECT funding for each milestone as specified herein or in a SUPPLEMENTAL AGREEMENT.

C. CITY agrees to share the funding of each PROJECT with COUNTY on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a SUPPLEMENTAL AGREEMENT with the following exclusions:

CITY shall bear the entire cost of:

1. CITY owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts,
2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;

3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES,

4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;

5. CITY Indirect Costs.

When mutual written agreement has been reached as to PROJECT limits by COUNTY and CITY at the Predesign Charrette, City agrees to acquire right-of-way required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required right of way. CITY agrees to fund ROW not acquired but reasonably expected to be. CITY also agrees to fund the removal of improvements that are encroachments within existing or proposed right of way areas.

In the event of any proposed use of the PROJECT right-of-way that will conflict with the proposed PROJECT and CITY is unable to obtain such right-of-way as described above, CITY shall notify COUNTY of such conflict. COUNTY and CITY shall determine if the acquisition of the conflicting parcel would be in the best interest of the PROJECT. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

CITY hereby grants the COUNTY authority to enter into eminent domain proceedings within the city limits on each specific right of way alignment as approved by the CITY and COUNTY.

D. To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY’s municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this MASTER AGREEMENT.

E. CITY agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT. Additional PROJECT cost caused or contributed to by CITY ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by CITY.

F. CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in

MASTER AGREEMENT– 11/10/00
the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.

G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY’S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.

I. To provide to COUNTY for COUNTY’S or COUNTY’S designate use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.

J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.

K. CITY agrees to provide timely review of interim submittals. “Timely review” will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. CITY further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.

L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.

M. Provide at CITY’s cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.

O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the STANDARD BASIC PROJECT DESIGN and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of STANDARD BASIC PROJECT DESIGN.

P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a SUPPLEMENTAL AGREEMENT as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the SUPPLEMENTAL AGREEMENT as determined by mutual consent.

Article VIII. UTILITY IMPACTS.

A. In cases where a UTILITY IS LOCATED IN A PRIVATELY OWNED RIGHT-OF-WAY, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated project, the COUNTY (or CITY if acting as the LEAD AGENCY) will, after submission by utility company of right of way documentation and cost estimates acceptable to the CITY, COUNTY and other STAKEHOLDERS, assign the actual costs for the relocation and/or adjustment of said utility to the PROJECT.

B. In cases where a UTILITY IN PUBLIC RIGHT-OF-WAY, excluding CITY UTILITIES, occupies any portion of the PROJECT RIGHT-OF-WAY by Texas or Federal Law or by agreement with the CITY that allows or permits the CITY to cause the relocation of the utility for the construction of the project, the CITY shall timely require and enforce the relocation or adjustment requirement at no cost to the project. In the event that the CITY has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. CITY shall take all steps necessary to insure that such relocation or adjustment shall not conflict with or delay the PROJECT schedule.

Article IX. COUNTY AGREES AS FOLLOWS:

A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.

B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to STANDARD BASIC PROJECT DESIGN in conformity with applicable CITY ordinances and standards, to the extent of
Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the EFFECTIVE DATE of this MASTER AGREEMENT shall be utilized unless otherwise mutually agreed by SUPPLEMENTAL AGREEMENT.

A. C. To actively participate and provide authorized representation at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.

D. To provide project management of each Project where County is LEAD AGENCY from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and SUPPLEMENTAL AGREEMENTS.

E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY’S designee at no cost to the CITY.

F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. “Timely review” will be agreed upon during the PREDESIGN CHARRETTE, as part of the project schedule.

G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.

H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.

I. To require all contractors to secure all necessary permits required by CITY on said construction projects.

J. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.

K. In and for Ten Dollars ($10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefor to transfer, by Quit Claim Deed, all PROJECT related easements acquired by COUNTY to CITY.

L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.
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Article X. PREDESIGN CHARRETTE

A. CITY and COUNTY, as specified in Articles VII and IX, respectively, will designate officials or representatives to participate in a Predesign Charrette to be conducted on a mutually agreeable date and location. At least part of this meeting will be conducted on the PROJECT site.

B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles, to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette.

C. At the conclusion of the Predesign Charrette a SUPPLEMENTAL AGREEMENT shall be produced which outlines the identified roles and scope for the Project.

Article XI. FUNDING

A. CITY and COUNTY mutually agree to proportionately fund the DIRECT PROJECT & PROGRAM costs as agreed by the parties in a SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, COUNTY shall bear fifty percent (50%) of the total DIRECT PROJECT & PROGRAM costs excluding the ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT. COUNTY shall not be responsible for any amount of funding in excess of the PROJECT not-to-exceed amount as shown in the PROJECT SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, CITY shall bear fifty percentage (50%) of all DIRECT PROJECT & PROGRAM costs. In addition City agrees to fund all other City cost as provided herein, including, but not limited to, ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT.

B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and all the amount of funding that may be utilized to pay subsequent milestone Project costs. Notwithstanding any other term or condition contained herein or in any SUPPLEMENTAL AGREEMENT, neither party will be required to award any contract until written certification has been received that funding for the project has been certified in writing to have been placed...
in escrow or encumbered for the payment of the non-awarding party’s portion of the PROJECT cost.

C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.

E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

Article XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to CITY and COUNTY and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of CITY and the COUNTY that any entity other than CITY or the COUNTY receiving services or benefits under this agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the agreement parties.

Article XII. RIGHT OF ENTRY

The CITY agrees that COUNTY shall have the right to enter upon the PROJECT area for the time period necessary for the completion of the Project. CITY agrees to furnish such police or other CITY personnel as requested BY COUNTY for traffic control or other public safety matters at no cost to the PROJECT or COUNTY.

Article XIV. LIST OF PROJECTS

CITY agrees that it has been furnished with a list of the potential PROJECTS as approved by the Dallas County Commissioners Courts, subject to the agreement between the parties of a SUPPLEMENTAL AGREEMENT. CITY stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential PROJECT location and describes the type of project in sufficient detail that the CITY is fully aware of the location and type of projects being considered.
Article XV. MISCELLANEOUS GENERAL PROVISIONS

A. Applicable Law. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.

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

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

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

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

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

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

H. Counterparts. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution __________, Minutes ____________ Dated the _ day of ___, 200_.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number __________ and passed on the ___ day of __________, 200__.

CITY OF BALCH SPRINGS

BY _________________.

TITLE - MAYOR

ATTEST _________________.

CITY SECRETARY / ATTORNEY

COUNTY OF DALLAS

BY _________________.

LEE JACKSON, COUNTY JUDGE

APPROVED AS TO FORM:

John Dahill, Advisory Chief, Civil Section
Dallas County District Attorney

MASTER AGREEMENT – 11/10/00
WHEREAS, Dallas County has developed a Master Agreement governing Transportation Major Capital Improvement projects; and,

WHEREAS, the Master Agreement will be supplemented in the future to address the specific needs of individual projects; and,

WHEREAS, the City of Dallas desires to enter into a Master Agreement with Dallas County in order to streamline the current process and expedite agreement execution.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to enter into a Master Agreement governing Transportation Major Capital Improvement projects with Dallas County for future transportation projects, subject to such modifications as are proposed by the City of Dallas and Dallas County.

Section 2. That the City Manager is hereby authorized to execute the agreement after it has been approved as to form by the City of Attorney.

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution: Public Works and Transportation, Sandra Williams, OCMC, Room 101
Public Works and Transportation, Tami Wilson, L1BN
City Attorney
Office of Financial Services, 4FS

APPROVED BY
CITY COUNCIL

JAN 10 2001

Shirley Gay
City Secretary
Authorize a Master Agreement with Dallas County governing future transportation major capital improvement projects between the City of Dallas and Dallas County - Financing. No cost consideration to the City.

BACKGROUND

Dallas County has requested local governments sign a master agreement for future transportation major capital improvement projects to be jointly developed by the County and the City which will include general terms of the agreements used in the past. The Master Agreement will cover transportation projects between the City and the County and will specifically involve jointly sponsored Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Program-Metropolitan Mobility (STP-MM) projects approved in TEA-21's first call for projects, thoroughfare projects approved in Dallas County's first call for projects, and other projects to be identified in future project calls. This master agreement will be executed once. After that, individual project agreements will consist of information detailing the specifics of particular projects (scope of work, responsibilities of each party, funding, etc.). This will streamline the current process, expedite agreement execution, and save administrative time both on the part of Dallas County and the City of Dallas.

The Master Agreement contains elements identified as contract standards generally agreeable to all cities and counties. These include items such as termination clauses, amendments, utilities, maintenance, responsibilities of the parties, and others. Individual project needs will be addressed as supplements to the master agreement.

There are no specific projects being approved or authorized with the master agreement at this time. Having the master agreement in place will allow future supplements to address the specific needs of individual projects. Each supplement will require future consideration and action by the City Council. This action will authorize the Master Agreement.
PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.
AGENDA: January 10, 2001

PROJECT: Master Agreement with Dallas County

BACKGROUND:

- Developed by Dallas County for use on all jointly sponsored thoroughfare and TEA-21 projects.
- Has been reviewed by the City Attorney and comments have been forwarded to Dallas County.
- County is requesting all cities in the County execute a master agreement.
- With the Master Agreement in place, it should reduce the amount of time required to get a draft agreement from County on a particular project.
- It should also reduce the time required to get the agreement finalized and executed.
- The Master Agreement will be supplemented in the future to address the specific needs of individual projects.
- City is 100% responsible for any amenities.
- For any cost overrun, City and County agree to either reduce the scope of construction or seek additional funds at the agreed upon cost share percentage.
- TEA-21 submission was approved by Council on April 28, 1999.
- TEA-21 projects were approved for funding by the RTC in December 1999.
- On December 21, 1999, Dallas County announced their first Call for Projects to be funded through the Dallas County Major Capital Improvement Fund Thoroughfare Program for construction beginning in 2004. This will replace the traditional bond program.
- This program will be implemented by issuing an annual county-wide call for projects to identify and fund needed roadway improvements within the county, with local governments submitting candidate projects for potential selection and funding under this program.
Eleven of the fourteen projects submitted were selected in July 2000 for funding under this program.

- 50/50 cost participation with Dallas County.
- On October 17, 2000, County Commissioner Court approved participation in Transportation Major Capital Improvement Projects.

**FINANCING:**

No cost consideration to the City for this item.

**CONTACT PERSONS:**

Alan Hendrix, P.E. 214-670-4262 mobile: 214-957-3595  

**IMPACT OF DEFERRAL:**

If this action is delayed or deferred, it will delay the execution of the Master Agreement and may delay future supplements on projects with Dallas County.
### Thoroughfare Program's First Call for Projects

<table>
<thead>
<tr>
<th>Project Name</th>
<th>From</th>
<th>To</th>
<th>Council District</th>
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<tbody>
<tr>
<td>Cockrell Hill</td>
<td>La Reunion</td>
<td>IH 30</td>
<td>1</td>
</tr>
<tr>
<td>Fair Park Link</td>
<td>Exposition</td>
<td>Hall</td>
<td>2</td>
</tr>
<tr>
<td>Clark</td>
<td>Mountain Creek Pkwy</td>
<td>City Limit</td>
<td>3</td>
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<tr>
<td>Linfield</td>
<td>SH 310/SM Wright</td>
<td>Illinois Avenue</td>
<td>4</td>
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<tr>
<td>Jim Miller Road</td>
<td>Elam Road</td>
<td>Loop 12</td>
<td>5</td>
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<tr>
<td>IH 35</td>
<td>Northwest Highway</td>
<td>Storey Road</td>
<td>6</td>
</tr>
<tr>
<td>Military Pkwy</td>
<td>Lawnview</td>
<td>Forney</td>
<td>7</td>
</tr>
<tr>
<td>Mockingbird</td>
<td>W. Lawther</td>
<td>E. Lawther</td>
<td>9</td>
</tr>
<tr>
<td>Skillman-Audelia</td>
<td>South of Whitehurst</td>
<td>North of Adleta</td>
<td>10</td>
</tr>
<tr>
<td>Hillcrest</td>
<td>Royal</td>
<td>Loop 12/Northwest Hwy</td>
<td>11, 13</td>
</tr>
<tr>
<td>Routh</td>
<td>Ross</td>
<td>US 75 SB Service Road</td>
<td>14</td>
</tr>
</tbody>
</table>

### Jointly Sponsored TEA-21 First Call for Projects for CMAQ and STP-MM

<table>
<thead>
<tr>
<th>STP-MM Project Name</th>
<th>From</th>
<th>To</th>
<th>Council District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loop 354/Harry Hines</td>
<td>Motor</td>
<td>Oak Lawn</td>
<td>2</td>
</tr>
<tr>
<td>Inwood</td>
<td>Lemmon</td>
<td>Loop 354/ Harry Hines</td>
<td>2, 14</td>
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<tr>
<td>IH 30/RL Thornton Frwy</td>
<td>Munger</td>
<td>Carroll</td>
<td>2, 7</td>
</tr>
<tr>
<td>Loop 12/ Buckner</td>
<td>Lake June</td>
<td>US 175/CF Hawn Frwy</td>
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<tr>
<td>Belt Line</td>
<td>SH 289/ Preston</td>
<td>Dallas Parkway</td>
<td>11, 12</td>
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### CMAQ Project Location/Name

<table>
<thead>
<tr>
<th>Council Districts</th>
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<tbody>
<tr>
<td>Beckley at W. Commerce</td>
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<tr>
<td>Colorado at Jefferson</td>
<td>1</td>
</tr>
<tr>
<td>Beckley at Colorado</td>
<td>1</td>
</tr>
<tr>
<td>Yarmouth at Zang</td>
<td>1</td>
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<tr>
<td>Gaston at Munger</td>
<td>2, 14</td>
</tr>
<tr>
<td>Gaston at Washington</td>
<td>2, 14</td>
</tr>
<tr>
<td>Polk at Red Bird</td>
<td>4, 5</td>
</tr>
<tr>
<td>Buckner at Scyene</td>
<td>4</td>
</tr>
<tr>
<td>Camp Wisdom at Polk</td>
<td>5, 8</td>
</tr>
<tr>
<td>Hampton at Red Bird</td>
<td>5, 8</td>
</tr>
<tr>
<td>Oak Lawn at Stemmons</td>
<td>6</td>
</tr>
<tr>
<td>Camp Wisdom at Houston School</td>
<td>8</td>
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<tr>
<td>Inwood Road at Lovers</td>
<td>13, 14</td>
</tr>
<tr>
<td>Avondale at Oak Lawn</td>
<td>14</td>
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<tr>
<td>Pearl at Woodall Rodgers</td>
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<tr>
<td>Olive at Woodall Rodgers</td>
<td>14</td>
</tr>
<tr>
<td>Beacon at Live Oak</td>
<td>14</td>
</tr>
<tr>
<td>Inwood at University</td>
<td>14</td>
</tr>
</tbody>
</table>
April 2, 2001

TO: Commissioners Court

FROM: Ryan Brown
Acting Budget Officer

SUBJECT: Civilianization of the Sheriff’s Office Deputy Position (No. 1895)

BACKGROUND
During FY98 the Sheriff’s Office and Commissioners Court agreed to the deletion of the Captain over the Human Resources Division and the creation of a civilian manager position (Human Resources Manager, grade J). In FY99, the Sheriff’s Office received authorization to delete the Lieutenant in the Human Resources Division and create a civilian supervisor position (Personnel Analyst IV, grade H).

The Sheriff’s Office would like to continue the civilianization of certain position/functions of their Human Resources Division by converting an existing Deputy position to a civilian position which will be tasked with recruiting and providing supervisory development training. This change will assist the department achieve its goals of decreasing the Detention Service Officer vacancy rate and overtime usage of the Sheriff’s Office. The purpose of this briefing is to make a recommendation on this request.

IMPACT ON OPERATIONS
For many years the Sheriff’s Office Human Resource Division has utilized three Deputy positions to conduct recruitment efforts in addition to performing background investigations. Incumbents in these Deputy positions have been trained and experienced law enforcement officers. However, these Deputies have had no formal training in human resources. Additionally, the amount of federal and state employment and human resource statutory requirements that impact employment, recruitment, and training have increased over the last few years. As a result, the incumbents in these Deputy positions have had varying degrees of effectiveness acting as recruiters and have not had the expertise necessary to provide supervisory development training.

In order to implement an effective recruitment and supervisory development program, the department requires an experienced human resource professional. The Sheriff’s Office would like to delete a Deputy position and create a civilian Recruiter/Trainer in the Human Resources Division of the Sheriff’s Office. The Human Resources Division will continue to have a Sergeant, Corporal and two deputies to perform the law enforcement aspects and provide the viewpoints necessary for hiring law enforcement officers.

Authorization of a Recruiter/Trainer position whose primary function is to actively recruit qualified applicants and establish relationships with educational, governmental, and social organizations within the County will enhance recruitment efforts. The increased focus on recruitment may have an impact on the current overtime expenditures due to the existing vacancy rate (8.4%) in the Detention Service Officer ranks.
PERFORMANCE MEASURES
The Sheriff's Office Human Resources Division currently reports quarterly on various hiring related performance measures. The Office of Budget and Evaluation recommends that the Workload Measure of DSO applications be included in the report in order to track the effectiveness of the recruiter in generating additional applications.

FINANCIAL IMPACT/CONSIDERATIONS
The deletion of the Deputy position will result in a savings of $42,682. The creation of a civilian Recruiter Trainer anticipated being a grade D will result in a cost of $42,000. Therefore, the recommended addition and deletion will result in a savings of $482. The Personnel/Civil Service Department will review the new position and provide the Civil Service Commission a recommendation concerning the position's appropriate title and grade.

RECOMMENDATION
The Office of Budget and Evaluation recommends the deletion of a Deputy (position # 1895) and the creation of a civilian Recruiter/Trainer position in the Human Resources Division of the Sheriff's Office.
TO: Mattye Mauldin-Taylor, Ph.D.  
   Director, Personnel Civil Service

FROM: Chief Deputy D. Kuykendall

SUBJECT: Reclassification of Deputy Position

DATE: February 19, 2001

As part of the Sheriff's Recruitment Plan for FY2001, we request that a Deputy position within the Human Resources Division be reclassified as a Human Resource Generalist. With the unemployment rate at approximately at 2.6%, we are not receiving a sufficient number of qualified applicants with our current advertising efforts. We intend to seek out applicants in their own settings, be it universities or junior colleges, community or church groups, or at their local recreation centers. Further, the incumbent will be tasked with implementation of the Sheriff's Recruitment Plan for FY2001 as well as providing expertise to the ongoing retention efforts.

The incumbent in this position will be asked to develop and maintain avenues for recruitment of Detention Service Officer candidates, deliver a variety of presentations to diverse audiences, and coordinate recruitment through the screening process. The incumbent should have a bachelor's degree in human resources or business or a related field and at least two years of related experience in human resources, recruiting, and or training.

Below follows information regarding the vacant Deputy position to be reclassified:

<table>
<thead>
<tr>
<th>Assign. No.</th>
<th>Job Title</th>
<th>Pos. No.</th>
<th>Grade</th>
<th>NE/E</th>
</tr>
</thead>
<tbody>
<tr>
<td>2387</td>
<td>Deputy 1</td>
<td>1895</td>
<td>66</td>
<td>NE</td>
</tr>
</tbody>
</table>

Attached please find a job description denoting the duties to be performed by the Human Resource Generalist. We request that your staff complete a Hay analysis of the job for submission to the Civil Service Commission for approval at the earliest possible date.

C:\WINDOWS\TEMP\recruiter reclass.wpd

521 N. Industrial Blvd.  Dallas, Texas 75207  214-741-1094
# DALLAS COUNTY JOB DESCRIPTION

**Job Title:** Human Resource Generalist  
**Reports To:** Human Resources Manager  
**Department:** Sheriff  
**Division:** Human Resources  
**Job Code:**  
**Pos. No.:**  
**Loc. Code:**  
**C Service Code:**  
**SIC: 9131**  
**FLSA Code: E**  
**EEOC Code: B11011**

**Summary of Functions:** Responsible for recruiting new staff and providing management training which develops, implements, monitors, and delivers a formal comprehensive program for approximately 500 Sheriff’s Department employees.

**Management Scope:** None. Ensures compliance with Budget allocations.

**Duties and Responsibilities:**

<table>
<thead>
<tr>
<th>% of time</th>
<th>Essential (E) or Non-Essential (N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>E</td>
</tr>
</tbody>
</table>

1. Develops, implements, and manages Recruitment Program. Ensures compliance with budget allocations. Develop and maintain recruitment venues to ensure adequate applicant pool needed to ensure the most effective hiring program. Represent the Sheriff’s Department in speaking engagements including community forums and at local educational institutions.

2. Develops a formal, comprehensive in-house training program designed (Supervisor’s Academy) to address management training issues to include: Worker’s Compensation, FMLA, ADA, County and Departmental Policy, and other applicable Human Resource law.

3. Develop survey tools to solicit continuous feedback from employees for recruitment, retention, and training deemed necessary to improve and assess departmental efficiency and effectiveness. Tasked with development and implementation of employee retention program within the limits of the Sheriff’s Department DDA account.

4. Assist the Human Resource Manager in developing programs to address problem areas identified in the Human Resource arena (i.e., training pertaining to Workers’ Compensation to reduce on-the-job injuries, supervisory management training) for all employees.

5. Charged with coordinating recruitment through screening process to ensure an adequate and proper flow of qualified applicants. Must ensure that recruitment efforts supply sufficient qualified candidates to meet the demands of the organization.
6. Tasked with reviewing Departmental job description to ensure current duties reflected.  

7. Performs other duties as assigned within the Human Resources Division to assist the Human Resource Manager in ensuring effective operations.

Minimum Qualifications:

Education, Experience and Training:
Bachelors degree from an accredited college or university in Business, Public Administration, Journalism or related field or additional equivalent job related experience. Two (2) years work related experience in the development, implementation, and coordination of training programs which must include one year supervisory experience.

Special Requirements:
Must possess effective written and verbal communication skills. Ability to speak before groups of people. Must possess valid Texas drivers license.

Physical Environmental Requirements:
Normal office environment. Expected to drive for period up to one hour in duration.

Hay Points: KH= pts., PS= pts., AC= pts., TTL= pts.

Supervisor’s Signature ___________________________ Date __________

Approved by Commissioners Court and/or Civil Service Commission: ___________________________ (Date)

C:\AHERRERA\Kuykendall\recruiter reclass.wpd
April 3, 2001

To: Commissioners Court
Through: Ryan Brown
Acting Budget Officer

From: Amanda Perez
Budget & Policy Analyst

Subject: Fifth District Court of Appeals Contract for Legal Services

Background

For the past six years, the Fifth District of Texas Court of Appeals has engaged in a contract with an individual to perform legal services. The services performed have assisted the Court of Appeals in the expeditious processing of appeals filed and reducing the delay in the completion of the appeals process. In April of 1999, the position was advertised in the Dallas Morning News, State of Texas Job Bank, and the Texas Workforce Commission that provided five to ten qualified applicants. After a lengthy interview process involving all of the applicants, a panel of Appellate Court judges selected Jennifer Williams to assist with the caseload of the court. The Court of Appeals has requested that this contract be extended for another twelve-month period. The purpose of this briefing is to make a recommendation on this request.

Operational Impact

The services performed under previous contracts have assisted the Court of Appeals in the expeditious processing of appeals and reduced the delay in the completion of the Appeals process. Specifically, the contractor will assist the Court of Appeals in writing and researching court opinions. The terms of the contract remain the same per hour of $24.04 with a not-to-exceed amount of $50,000. As of March 21, 2001, the total payments to Ms. Williams for the current contract are at $39,756 and are not anticipated to exceed the contract negotiated $50,000 limit. The term of a renewed contract will be from April 26, 2001, through April 25, 2002.
Financial Impact

Funding for this service has been allocated in the budget for the Fifth District Court of Appeals (471.4090.5590.2001). Because the County is only responsible for a supplement of the Justices’ salaries and operating expenses are paid from a fee received by the state, this request will have no fiscal impact on the County.

Legal Information

Section 22.2061 of the Government Code established the Appellate Judicial System to assist the Court of Appeals in the processing of appeals filed with the Court from the County Courts at Law, Probate Courts, or the District Courts. Revenues are derived from a $5 fee assessed against each civil case filed in the County, Probate or District Court, except in cases involving delinquent taxes in which the County is a party to the suit. This contract has been submitted to the District Attorney’s Civil Section for review and is similar to contracts used in previous years for this position.

Recommendation

The Office of Budget and Evaluation recommends approval of the attached personal services contract between the Court of Appeals, Fifth District of Texas, and Jennifer Lewis Williams in an amount not to exceed $50,000 for professional services.
PERSONAL SERVICES CONTRACT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

THIS AGREEMENT is between Dallas County, Texas County; the Court of Appeals, Fifth District of Texas at Dallas; Court; and Jennifer Lewis Williams, P.O. Box 702108, Dallas, Texas 75370. Williams.

The Court wants to enter into a personal services contract with Williams to perform personal services to assist the Court of Appeals in processing appeals filed with the Court. Funding is available through the Appellate Judicial System Fund Account 4090. The services being contracted for are necessary to permit the Court to properly process its appellate docket without unnecessary delay to the judicial system, the litigants, and the general public.

Williams represents she is qualified and capable of performing the services called for in this agreement, and that she is willing to perform those services. The County, the Court, and Williams agree as follows:

1. Williams, as an independent contractor, shall assist the Court in the expeditious processing of appeals filed with the Court to reduce the delay in the processing of appeals through the Court by providing to the Court such personal services as may be authorized by the Chief Justice of the Court. The services may include, but are not limited to:

(a) Implementation of a system of disposition of appeals pending in the Court which will permit the Court to properly and expeditiously dispose of its docket; and

(b) Implementation and coordination of internal procedures to expedite the disposition of pending appeals; and

(c) Word processing, including, but not limited to, drafting of memorandums of law and drafting of proposed opinions and other documents necessary to implement and expedite the processing of appeals pending in the Court.

2. For services rendered by Williams, the County shall pay from the Appellate Judicial System Fund Account 4090 funds to Williams $24.04 per hour for time actually devoted to the performance of this agreement. Compensation shall not include sick leave, vacation, holidays, workers compensation, or any other fringe benefits. This hourly rate is intended to compensate Williams for all time expended in the performance of this Agreement. Notwithstanding the above, the County or the Court has no obligation to pay for any services under this Agreement that have been rendered or incurred without the prior authorization of the Chief Justice of the Court. Furthermore, in no event will the County or the
Court be obligated to compensate Williams more than $50,000 for the services rendered to the Court, nor shall Williams be required to provide services that would entitle her to compensation in excess of said amounts.

3.

On or about the 15th day and the 30th day of each calendar month during the term of this Agreement, Williams shall submit to the Court a statement for services rendered. Each statement shall be in a form acceptable to the Dallas County Auditor, and shall include details of the services rendered as may be requested by the auditor for verification purposes. The statement shall, at a minimum, include a description of the services, the days, and the amount of time during the days that Williams performed the services, and the total amount billed for services rendered. After receipt of a statement, the Chief Justice of the Court shall review the statement and approve it with any modifications deemed appropriate and thereafter forward the statement with any modifications to the County Auditor for payment. Williams shall hold harmless and indemnify the County and the Court for any discrepancy between the amount submitted for payment and the actual payment finally approved by the Chief Justice of the Court. The County shall pay the statement from the Appellate Judicial System Fund Account 4090 within twenty (20) days after receipt of the statement by the County Auditor.

4.

Prior to the execution of this Agreement, the County has advised and Williams clearly understands and agrees, such understanding being of the absolute essence to this Agreement, that the County shall have available in the Appellate Judicial System Fund Account 4090 the total maximum sum of $50,000 specifically allocated to fully discharge any and all liabilities the County or the Court may incur under this Agreement. Williams further understands and agrees, such understanding and agreement also being of the absolute essence to this Agreement, that the total maximum compensation that the County or the Court may become liable to pay Williams from the Appellate Judicial System Fund Account 4090 shall not exceed the sum of $50,000.

5.

Williams shall personally perform all the duties necessary to provide the services set forth herein and none of the services shall be performed by any other employee, servant, agent, delegate, or subcontractor of Williams.

6.

This Agreement shall take effect on April 26, 2001, and unless terminated sooner in accordance with the provisions hereof, shall terminate on April 25, 2002.

7.

Any party may terminate this Agreement at any time, either with or without cause, by giving at least thirty (30) days advance written notice. Upon receiving notice of termination, Williams shall cease all
services in connection with the performance of this Agreement. As soon as practicable after receipt of
notice of termination, Williams shall submit, in accordance with Section 3, her statement showing in
detail the services performed under this Agreement to the date of termination.

8.

Any notice required or permitted by the County or the Court to Williams under this Agreement may be
given by certified mail, postage prepaid, return receipt requested, addressed as follows:

Jennifer Lewis Williams
P.O. Box 702108
Dallas, Texas 75270

Any notice required or permitted by Williams to the County or the Court under this Agreement shall be
mailed by certified mail, postage prepaid, return receipt requested, to be delivered at the following
address:

Chief Justice
Fifth District Court of Appeals
George L. Allen Sr. Courts Building
600 Commerce St., 2nd Floor
Dallas, Texas 75202

9.

Williams agrees to perform the services hereunder in accordance with generally accepted standards
applicable thereto and shall comply with all applicable state, federal, local laws, ordinances, rules and
regulations relating to the services performed under this Agreement. Williams shall not access any
information which she is not authorized to receive, and under no circumstances shall Williams release
or divulge any confidential material, information, or documents received under performance of her
services hereunder without the express written consent of the Chief Justice of the Court.

10.

Subject to the terms and conditions of this Agreement, all information and matter disclosed or supplied
by the County or the Court to Williams in whatever form is the sole and exclusive property of the Court.
The Court has the sole responsibility for securing and maintaining any copyright or other protection for
such information and matter. Williams shall have the right to use such information and matter only as
specifically provided herein and is reasonably necessary to perform her obligations under this agreement.

11.

Williams agrees to release, protect, defend and indemnify Dallas County, its officers and employees from
and against any and all claims, demands, cost, judgments and fees (including attorney fees) for any injury
to persons or damages to property that results from, arises out of, or may be occasioned by any act or
omission of Williams in the performance of, or in connection with this agreement. The terms of this paragraph shall survive the termination or expiration of this agreement.

12.

Upon termination of this Agreement, Williams shall, at her expense, deliver to the Court all matter specified in paragraph 10 of this Agreement that is in her possession or under her control.

13.

This instrument contains the entire Agreement between the parties regarding the rights granted and the obligations assumed. Any oral representations, or oral modifications about the subject matter of this Agreement shall be of no force or effect. This Agreement is subject to the approval of the Chief Justice of the Court.

14.

It is expressly understood and agreed that this Agreement will be governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this Agreement shall be Dallas County, Texas.

Executed this ______ day of ______________, 2001.

APPROVED:
DALLAS COUNTY:

By Lee F. Jackson
County Judge
Linda B. Thomas  
Chief Justice, Court of Appeals  
4th District at Dallas

Jennifer Lewis Williams
To: Commissioners Court
Through: Ryan Brown
Acting Budget Officer
From: Shannon Brown
Acting Assistant Budget Officer
Subject: Staffing Changes in Project Spotlight

Background

The Juvenile Department began operating Project Spotlight in zip code 75217 in 2000 through a grant with the Criminal Justice Division of the Governor’s Office (CJD). This project is based on a team approach to juvenile/young adult crime and focuses on community involvement. Staff are located in the zip code area and have frequent contact with schools, community groups, and families. As the project has developed, zip codes have been added in order to increase the project’s caseload to the designed capacity of 90.

Project Spotlight has received second-year funding from CJD. The Juvenile Department has requested two additional positions for the program. The purpose of this briefing is to make a recommendation on this request.

Operational Impact

Project Spotlight began operations with nine positions: three juvenile probation officers, three adult probation officers from Community Supervision and Correction (CSCD), two Dallas Police officers, and one secretary. The CSCD officers are needed because the program includes young adults through age 24 that would not be under the jurisdiction of the Juvenile Department.

Three teams were formed with one juvenile probation officer and one adult probation officer per team with the two police officers sharing duties for both teams. Dallas County was the only County participating in the project that deviated from the CJD recommended model of having a dedicated law enforcement officer for each team. Other Counties operating projects include Bexar, El Paso, Harris, Nueces, Tarrant, and Travis.

April 3, 2001

411 Elm Street - 3rd Floor, Dallas Texas 75202-3340
(214) 653-6386 • Fax (214) 653-6517 • sbrown@dallascounty.org
CJD has suggested that the department add a third law enforcement officer to complete the three teams in Project Spotlight. The department is requesting a deputy position from the Dallas County Sheriff's Office for this third position. The initial target area of zip code 75217, and the surrounding zip codes of 75227, 75253, and 75180 which have been added to the project, include unincorporated areas of Dallas County.

The Dallas Police Department does not believe they have the authority to patrol in these unincorporated areas. Routine patrolling is an important part of Project Spotlight in order for the project to maintain an active presence in the community. Also, law enforcement officers are an important part of curfew checks and home visits, required components of the project.

Project Spotlight is designed to have a caseload of 15 offenders per probation officer, for a total caseload of 90 (which means each of the three law enforcement officer would have responsibility for 30 cases). Currently, Dallas County's project is supervising 75 individuals. Of these offenders, 8-10 are located in the unincorporated area. The department expects this number to increase as the project is expanded to more zip codes to reach the capacity of 90. The additional deputy position will be assigned to one of the teams and will be responsible for cases located in the unincorporated areas as well as cases located in the City of Dallas in order to maintain a full caseload of 30.

The Criminal Justice Policy Council (CJPC) has recently issued a report on the implementation and outcome measures for Project Spotlight across the State. One of the start-up issues mentioned in the report is the consistency in program structure. CJPC identified size and composition of teams as a critical variation that could affect project performance. Based on this finding, CJD has notified each participating County that each of the three teams should include a law enforcement officer.

The department has also requested a dedicated project coordinator. When the project began, each agency provided supervision for their employees. This arrangement has caused some confusion in regards to reporting contact information, resolving conflicts between agencies, and assigning responsibilities for project goals. The requested position will provide a single point of contact for the participating project agencies, community organizations, and probationers and their families. The addition of this position will establish a clear line of supervision for the project. Dallas County will be one of four Counties with a dedicated Project Spotlight coordinator (the others are Harris, Bexar, and Travis). A copy of the proposed job description for this position is attached (Attachment A).

In order to accommodate this additional position in the grant budget, the department has elected to delete the secretary position. This position is currently vacant. The department anticipates that the project coordinator will perform some clerical duties and that support from other satellite probation offices will be made available, if necessary.

Performance Measures

The Legislature established performance measures for Project Spotlight when it provided funding. Examples of the measures included reducing the violent crime rate in the target area by 20% and increasing the number of arrests and revocation of community supervision for violations by 20% and 30%, respectively.
The Criminal Justice Policy Council (CJPC) recent report also commented on the appropriateness of these measures. This report recommends altering the measures to better reflect the objectives of the project. The legislative measures are unclear and sometimes arbitrary. For example, to achieve the projected number of community supervision revocations by the fifth year of operation, all project participants plus 163 non-program participants under supervision would have to be revoked (Project Spotlight has a capacity of 180 participants per year).

CJPC has suggested six new performance measures to determine the effectiveness of the project.

- Successful completion rate
- One year recidivism rate
- Average number of contacts per offender per month
- Number of contacts made with the community
- Percentage of offender families referred to services
- Number of offenders served

These suggested measures are similar to measures currently collected for other programs operated by the Juvenile Department. The project coordinator position will be responsible for submitting these measures to CJD and the Office of Budget and Evaluation on a quarterly basis.

**Financial Impact**

The estimated annual cost of these two new positions is $103,161, including benefits. The cost for the remainder of the grant period is $43,984. The annual savings from the deletion of the secretary position is $32,290 (or $13,454 for the remainder of the grant period). The result is a net cost of $70,871. Funding is available within the existing grant budget. CJD has been notified of these proposed changes and has approved the necessary budget adjustments. Project Spotlight is funded as a grant, requires no County match, and will not impact the County's General Fund. Project Spotlight does not allow for the recovery of indirect costs.

The Legislature is currently considering continued funding for Project Spotlight in the next biennium in the appropriations bill. If funding is not available in future years, the department will re-evaluate the project before requesting County funds.

**Recommendation**

The Office of Budget and Evaluation recommends the addition of two positions, Deputy and Project Coordinator, and the deletion of a secretary position for Project Spotlight. These positions will be reviewed by Personnel for appropriate classification and approval by the Civil Service Commission. Funding for these positions is available from the CJD grant and will not require County match.
**POSITION DESCRIPTION**

**Job Title:** Supervisor/ Project Spotlight  
**Reports to:** Manager, Probation Services

**Department:** Juvenile  
**Division:** Probation Services  
**Location:** Juvenile Department

**Grade:** G  
**Job Code:**  
**FLSA:**  
**CSCODE:**  
**WCCODE:**

---

**Basic Function:** The Project Spotlight Supervisor is responsible for management of a diverse team of probation and law enforcement officers to ensure that project goals and objectives are accomplished.

**Management Scope:** Comprehensive duties encompass program development, data collection, staff supervision, management of a remote office, community development and liaison with all project entities within the Dallas County Juvenile Department, Dallas County Community Supervision and Corrections Department, Dallas Police Department and Dallas County Sheriff’s Department.

**Annual Operating Budget:** $660,000

**Clients Served Annually:** 180 youthful offenders (adult and juvenile)

**No. Employees Supervised:**
- Exempt: 0
- Non-Exempt: 9

**Duties and Responsibilities:**

(Prioritize Duties)

1. Provide direct supervision of all team members, including but not limited to; preparing and implementing daily staff schedules to ensure optimum use of personnel; conduct weekly staff meetings to facilitate information sharing, maintain and approve staff vacation/court/training schedules to ensure staff coverage, schedule team activities/training to promote team building and staff development, provide direct performance feedback and evaluation, including hiring, coaching, counseling and disciplinary action in accordance with each department’s policies and subject to approval by respective administration.

2. Serve as the liaison between all project agencies and meet regularly with the administrative team to facilitate information sharing, provide progress reports, promote program revisions, and ensure that collaborative program requirements are being met.

---

**% of Time Essential (E) Non Essential (NE)**

- **1:** 20% E
- **2:** 10% E
3. Perform administrative duties and responsibilities including budget management, inventory control, physical plant management, equipment maintenance, and ordering supplies.

4. Coordinate the centralized collection and reporting of data required by CJD and all Spotlight agencies.

5. Develop, formalize, implement, evaluate, and enforce policy and procedures specific to the collaborative effort of the project.

6. Act as the primary liaison with community agencies and contract service providers by attending and or conducting community meetings, crime watch meetings, etc., to ensure that Project Spotlight is represented and the goal of community prevention and involvement is accomplished.

7. Develop and coordinate community service (CSR) projects for probationers to ensure compliance with and accomplishment of project goals.

8. Monitor and determine participant eligibility based on risk indicators and established criteria, coordinate case referrals with Spotlight agencies and manage probation officer caseload assignments.

9. Perform caseload staffings and audits to ensure completeness, accuracy and general compliance with departmental policies, court orders and TJPC CJAD standards.

10. Perform other related duties as may be requested by the administrative staff of the participating agencies.

MINIMUM REQUIREMENTS: A bachelor's degree in behavioral science, criminal justice or related field; previous experience as Supervisor or Assistant Supervisor; thorough knowledge of principles and techniques of management; thorough knowledge of interviewing, investigation, and report preparation, ability to communicate effectively in a verbal and written manner; ability to motivate and direct staff; good observation, perception, and judgement skills; must be a Dallas County resident. Employee covered by all Chapters of Civil Service Rules and TJPC/CJAD certification and standards requirements.

LICENSE(S)/CERTIFICATION(S): Certified Probation Officer (CJAD or TJPC)
April 4, 2001

TO: Commissioners Court

THROUGH: Ryan Brown
Acting Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: Additional Family Courts Public Defender

BACKGROUND
The Chief Public Defender requests authorization to add one (1) Public Defender in the Family Courts (Attachment A). In December of 1997, one Public Defender was added to the Family Courts, bringing the current staffing level to three defenders. The request for an additional public defender can be attributed to two factors. 1) an increase in Family Court filings and pending cases, and 2) the Family Court judges' willingness to assign the same number of cases to the additional defender as are being assigned to the current defenders. The current and proposed level of public defender staffing by court is provided as Attachment B. The purpose of this briefing is to provide Commissioners Court a recommendation on this request.

OPERATIONAL IMPACT
Currently, there are three Public Defenders assigned to the seven Family Courts and the two IV-D Courts. These nine courts utilize the Public Defenders to varying degrees, as shown in Table 1 below.

<table>
<thead>
<tr>
<th>Court</th>
<th>Judge</th>
<th>Cases assigned</th>
<th>% of total – Cases Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>254</td>
<td>Miller</td>
<td>32</td>
<td>6.5%</td>
</tr>
<tr>
<td>255</td>
<td>Fowler</td>
<td>20</td>
<td>4%</td>
</tr>
<tr>
<td>256</td>
<td>Green</td>
<td>59</td>
<td>11.9%</td>
</tr>
<tr>
<td>301</td>
<td>Rankin</td>
<td>119</td>
<td>24.1%</td>
</tr>
<tr>
<td>302</td>
<td>Harris</td>
<td>11</td>
<td>2.2%</td>
</tr>
<tr>
<td>303</td>
<td>Johnson</td>
<td>12</td>
<td>2.4%</td>
</tr>
<tr>
<td>330</td>
<td>Bedard</td>
<td>22</td>
<td>4.5%</td>
</tr>
<tr>
<td>IV-D 1</td>
<td>Leonie</td>
<td>59</td>
<td>11.9%</td>
</tr>
<tr>
<td>IV-D 2</td>
<td>Collins</td>
<td>160</td>
<td>32.4%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>494</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
The Family Section has experienced a 17% increase in filings, but an increase in dispositions of only 9%, which has contributed to a 46% increase in pending cases. The most significant factor driving this increase is the IV-D courts. From FY1998 to FY2000, filings from the IV-D courts have increased by 47%, as shown in Table 2 below. In addition, filings are projected to increase by 6% for FY2001.

<table>
<thead>
<tr>
<th>Year</th>
<th>FY1998 (includes motions)</th>
<th>FY1999</th>
<th>FY2000</th>
<th>FY2001 (Projected)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filings</td>
<td>7,062</td>
<td>8,604</td>
<td>10,420</td>
<td>11,012</td>
</tr>
<tr>
<td>Dispositions</td>
<td>6,083</td>
<td>7,100</td>
<td>9,213</td>
<td>13,568</td>
</tr>
</tbody>
</table>

**FINANCIAL IMPACT**

In FY2000 the Family Court judges assigned approximately 150 cases to each Public Defender. The Family Court judges have agreed to assign the same number of cases to the new Public Defender, which will result in an annual cost saving to the county of approximately $100,000.

Pending review by the Personnel/Civil Service Department, the proposed Public Defender 4 position would have an annual cost of approximately $69,300. The portion of this cost remaining in FY2001 is $34,500. Funding is available from the family court appointed attorney appropriations.

**PERFORMANCE MEASURES**

The Office of Budget and Evaluation monitors the assignment of cases to Public Defenders through the Volume II: Judicial Management Report for all District and County criminal courts. The Office of Budget and Evaluation will include the monitoring of case assignments for the Family Courts to Volume II. Specifically, the number of new cases assigned to the Public Defenders will be compared to previous year’s data demonstrating the average number of cases assigned to each public defender.

**RECOMMENDATION**

The Office of Budget and Evaluation recommends that Commissioners Court authorize a public defender to be assigned to the Family Court Section, and that Attachment B be adopted as the authorized Public Defender staffing level for each court.
January 11, 2001

Greg Allbright
Office of Budget and Evaluation

Dear Greg,

I am formally requesting that you prepare a briefing for the Commissioners Court setting forth our need for an additional attorney position in the family courts.

As we have previously discussed, the significant increase in our caseload during the past two years is causing great hardships on the existing staff to cover the caseload. I believe that you have up to date statistical data that will support an increase in our staff. I am also forwarding to you copies of our attorney’s calendar settings so that you can see that from a sheer physical standpoint it is very difficult for the attorneys to meet the obligations that they have to be in court as well as to conduct client interviews.

I look forward to working with you and will be happy to provide you with any further information you might require.

Sincerely,

Jane Roden
Chief Public Defender
## Authorized Public Defender Staffing

**By Court**

**As of April 10, 2001**

### Felony Courts

<table>
<thead>
<tr>
<th>Court</th>
<th>Judge</th>
<th>Authorized PDs</th>
<th>Proposed PD's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criminal District Court #1</td>
<td>Warder</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Criminal District Court #2</td>
<td>Stricklin</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Criminal District Court #3</td>
<td>R. Francis</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Criminal District Court #4</td>
<td>Cruzot</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Criminal District Court #5</td>
<td>Alvarez</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>194th Criminal District Court</td>
<td>Entz</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>195th Criminal District Court</td>
<td>Nelms</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>203rd Criminal District Court</td>
<td>McDaniel</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>204th Criminal District Court</td>
<td>Nancarrow</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>265th Criminal District Court</td>
<td>Dean</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>282nd Criminal District Court</td>
<td>Greene</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>283rd Criminal District Court</td>
<td>M. Francis</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>291st Criminal District Court</td>
<td>Meier</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>292nd Criminal District Court</td>
<td>Wade</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>363rd Criminal District Court</td>
<td>Johnson</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td><strong>23</strong></td>
<td><strong>23</strong></td>
</tr>
</tbody>
</table>

### Misdemeanor Courts

<table>
<thead>
<tr>
<th>Court</th>
<th>Judge</th>
<th>Authorized PDs</th>
<th>Proposed PD's</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Criminal Court #1</td>
<td>Clancy</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Criminal Court #2</td>
<td>Pruitt</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>County Criminal Court #3</td>
<td>Wyde</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Criminal Court #4</td>
<td>Taite</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>County Criminal Court #5</td>
<td>Fuller</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>County Criminal Court #6</td>
<td>Barker</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Criminal Court #7</td>
<td>Crowder</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Criminal Court #8</td>
<td>Cunningham</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Criminal Court #9</td>
<td>Anderson</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Criminal Court #10</td>
<td>Finn</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Criminal Court #11</td>
<td>Jones</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Criminal Court of Appeals</td>
<td>Wade</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>County Criminal Court of Appeals #</td>
<td>Burson</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td><strong>13</strong></td>
<td><strong>13</strong></td>
</tr>
</tbody>
</table>

### Mental Illness Court

<table>
<thead>
<tr>
<th>Court</th>
<th>Judge</th>
<th>Authorized PDs</th>
<th>Proposed PD's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probate Court #3</td>
<td>Loving</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

### Juvenile/Family Courts

<table>
<thead>
<tr>
<th>Court</th>
<th>Judge</th>
<th>Authorized PDs</th>
<th>Proposed PD's</th>
</tr>
</thead>
<tbody>
<tr>
<td>304th Juvenile District Court</td>
<td>Gaither</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>305th Juvenile District Court</td>
<td>Shannon</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Juvenile Detention</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td><strong>9</strong></td>
<td><strong>10</strong></td>
</tr>
</tbody>
</table>

**TOTAL** 46 47
1) **ADMINISTRATION** - requests:

a) the average number of pages of the Formal court transcript prepared by the contract court reporter has not equaled the average number of pages that they based their "per page" fee on. The actual number of pages has been running from eight to ten pages and the estimate was based on 25 pages. The contract service has requested a minimum fee of $125.

b) authorization to retain Jefferson Wells for 32 hours per week from March through May 5, 2001, the week after the last consolidated tax statements are mailed. Funding in the approximate amount of $38,000 is available from the Chief Deputy Tax Assessor/Collector position salary lag. Request is necessitated as the consultant has exhausted authorized hours performing tax consolidation coordination and property tax accounting activities.

2) **FACILITIES MANAGEMENT** - requests:

a) authorization for the construction of a wall to create two separate rooms and a service counter at the Oak Cliff Sub-Courthouse as requested by Constable Mike Dupree. Estimated cost is $2,400. Funds are available in Fund 126 (Permanent Improvement), FY2001 Budget.

b) permission for the Personnel Department to have validated parking at the George Allen Sr. underground parking garage on Friday, April 20, 2001 for Health Professionals participating in the Dallas County Wellness Program. These individuals will be devoting their time, material, and equipment at no cost to Dallas County. The implementation of this program was briefed to Commissioners Court on April 3, 2001. It is anticipated that no more than fifty (50) spaces will be required for this event.
c) permission for the Elections Department to have validated parking at the George Allen Sr. underground parking garage for Joint Election training and the Joint Election on the following dates and requested times:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 28, 2001</td>
<td>9:00 a.m. to 12:30 p.m.</td>
</tr>
<tr>
<td>May 3, 2001</td>
<td>6:00 p.m. to 9:30 p.m.</td>
</tr>
<tr>
<td>May 4, 2001</td>
<td>1:00 p.m. to 7:30 p.m.</td>
</tr>
<tr>
<td>May 5, 2001</td>
<td>5:00 p.m. until finished</td>
</tr>
</tbody>
</table>

TRAVEL REQUESTS

3) HEALTH & HUMAN SERVICES - requests:


b) Dr. Kenneth Arfa - Continuing Medical Education Texas Medical Association "TexMed 2001" - Houston, TX - May 3-4, 2001 at no cost to Dallas County.

4) CONSTABLE, PCT. #1 (PAPPAS) - Helen Hicks and Dwayne Kurtz - School/Constable's Leadership Institute Module 1 - Houston, TX - May 6-11, 2001 in County vehicle with gas credit card(s) and no other expense to Dallas County.
EXCEPTION TO TRAVEL REQUESTS
UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED
AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED


### MISCELLANEOUS EQUIPMENT

1)  **DEPARTMENT:** 3144  
**ITEMS:** 3 mainframe printers  
**ESTIMATED COST:** $1,950  
**FUNDING SOURCE:** Within Budget  
**EXPENDITURE SOURCE:** 00120.3144.08630.2001 (General Fund, Kays, Computer Equipment, FY2001)  
**PROPOSED ACTION:** The Sheriff’s Office requests three mainframe printers in order to complete an efficiency measure that will result in the deletion of five detention service officers. Recommended by Office of Budget and Evaluation.

2)  **DEPARTMENT:** 1020  
**ITEMS:** 1 - Personal Computer with Software  
1 - Printer  
1 - CD RW  
**ESTIMATED COST:** $2,295  
**FUNDING SOURCE:** D.D.A.  
**EXPENDITURE SOURCE:** 00120.1024.08630.2001 (General Fund, Operations Services - Records Mgt. Computer, Hardware, FY2001)  
**PROPOSED ACTION:** The Operation Services - Records Management Division requests a Personal Computer, Printer and CD RW for the Records Management Officer.
to perform the professional roles and responsibilities of the position. Recommended by
the Management Information Systems Director.

3) DEPARTMENT: 3128
   ITEMS:
   1 - cellular phone ($0)
   1 - phone adapter ($25 each)
   1 - Rate Plan 1CM ($150)

   ESTIMATED COST: $175
   FUNDING SOURCE: Contingencies, Furniture and Equipment
   EXPENDITURE SOURCE: 00120.3128.07213.2001 (General Fund, Sheriff's Bond Section, Cellular Phones, FY2001)
   PROPOSED ACTION: The Sheriff Department Bond Section requests a cell phone for Lieutenant Kent Blanch. Recommended by Communications and Central Services.

TELECOMMUNICATIONS REQUESTS

Warrant Execution M-0103063 - requests to install a data-line in Room B-2-3 to provide access to network. Installation: $105.00; no monthly service increase. Recommended.

Personnel M-0103062 - requests to install a data-line to allow access to County network. Installation: $45.27; no monthly service increase. Recommended.

J.P. Precinct 8-1 - requests:
M-0103060 - to install two data-line cables to allow access to County network. Installation: $105.00; no monthly service increase. Recommended.

M-0103061 - to install a coaxial cable to allow connection to mainframe. Installation: $71.00; no monthly service increase. Recommended.

Kays Jail M-0103056 - requests to install a coaxial cable in the old laundry room to support a printer. Installation: $140.00; no monthly service increase. Recommended.

J.P. Precinct 7-1 M-0103058 - requests to install two data-line cables to provide connectivity to the County network. Installation: $90.00; no monthly service increase. Recommended.
Property Tax M-0103081 - requests to install two coaxial cables to provide a terminal and printer connection to mainframe. Installation: $197.00; no monthly service increase. Recommended.

Constable Precinct-2 M-0103083 - requests to provide programing changes to new voice-mail system to correct current information. Installation: $70.00; no monthly service increase. Recommended.

Juvenile Cliff House M-0103072 - requests to replace a damaged data-line cable and re-establish a network connection. Installation: $105.00; no monthly service increase. Recommended.

Juvenile M-0103067 - requests to install a data-line cable to replace damaged existing line. Installation: $45.27; no monthly service increase. Recommended.

Public Defender M-0103078 - requests to install a multi-line phone in the new Attorney Workroom, Room 6126 of the George Allen Courts Building. Installation: $42.00; no monthly service increase. Recommended.

District Clerk M-0103079 - requests to install two coaxial cables and one data-line cable to provide connections to the mainframe and the County network. Installation: $207.27; no monthly service increase. Recommended.

District Court Administration M-0103080 - requests to install a single-line phone in new Interns office. Installation: $31.50; no monthly service increase. Recommended.

Tax Office M-0103076 - requests to install two data-line cables on the 1st floor of the Records Building to provide connection to network. Installation: $105.00; no monthly service increase. Recommended.

Health & Human Services M-0103082 - requests to install a data-line cable in Room 132 to connect to County network. Installation: $45.27; no monthly service increase. Recommended.

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