DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

JANUARY 16, 2001

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FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

DATE(s) TO REMEMBER

You are invited to join 
Commissioner Jim Jackson 
and the staff of Road & Bridge, District 1 
in honoring 

Mike Sharp (36 yrs.) 
Sandra Nolan (29 yrs.) 
Sandra Owens (30 yrs.)

As they retire after a combined 95 years of service to Dallas County.

Tuesday, January 16, 2001 
8:00 a.m. 
Administration Building Foyer

Coffee, juice, and pastries will be served.

Please RSVP by phone (972/247-1735) 
or email (cmccarty@dallascounty.org) 
if you plan to attend.
DATE: January 8, 2001
TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
SUBJECT: APPROVAL OF CONTRACT AMENDMENTS OF FY 2000-2001 RYAN WHITE TITLE II FUNDS

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White Title II funds, and Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title II funds for the Dallas Health Services Delivery Area (HSDA), which includes Dallas, Collin, Denton, Hunt, Ellis, Rockwall, and Kaufman counties. In accordance with the provisions of Title II of the Ryan White C.A.R.E. Act, the Dallas HSDA HIV Services Consortium (Consortium) is charged with the responsibility of establishing priorities for the allocation of Title II funds and determining the categorical allocation of funds by service category. The Administrative Agency tracks the expenditure of funds by the service providers throughout the year and makes recommendations, when appropriate, to reallocate funds.

The Administrative Agency received an FY 2000-2001 Ryan White CARE Act Title II initial award in the amount of $1,186,556, of which $118,657 is allocated to the Administrative Agency for the administration of the funds, $245,000 to the State of Texas AIDS Drug Assistance Program, and $822,899 has been awarded to specific service providers. The Administrative Agency has also received additional FY 2000-2001 Ryan White CARE Act Title II funds in the amount of $401,206, which have been awarded to specific service providers.

The Texas Department of Health (TDH) notified the Dallas HSDA about additional FY 2000-2001 Ryan White CARE Act Title II funds for the purchase of capital equipment. Through the application process subcontractors requested a need for capital equipment purchase in the amount of $291,530.58, of which TDH awarded $93,352 for the purchase of capital equipment as presented in Attachment #2 to specific service providers.

Due to their inability to fully spend the FY 2000-2001 Ryan White Title II award, the following service providers have returned part of their FY 2000-2001 Ryan White Title II funds in the amount of $75,135.50 for reallocation as presented below:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>AIDS Services of North Texas, Inc.</td>
<td>Transportation-People</td>
<td>$20,000.00</td>
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<tr>
<td>The La Sima Foundation, Inc.</td>
<td>Substance Abuse</td>
<td>$55,135.50</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$75,135.50</td>
</tr>
</tbody>
</table>

2377 Stemmons Freeway
Suite 600 LB-16
Dallas, Texas 75207-2710
Office (214) 819-1858
FAX (214) 819-6022
On November 9, 2000, the Ryan White Consortium of North Texas reallocated available FY 2000-2001 Ryan White CARE Act Title II funds to the following service categories:

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Drug Reimbursement</td>
<td>$13,027.00</td>
</tr>
<tr>
<td>Congregate Meals</td>
<td>$13,027.00</td>
</tr>
<tr>
<td>Insurance Assistance</td>
<td>$39,081.50</td>
</tr>
<tr>
<td>Substance Abuse</td>
<td>$10,000.00</td>
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<tr>
<td>Total</td>
<td>$75,135.50</td>
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</tbody>
</table>

On November 9, 2000, the Administrative Agency sent out Request for Proposals (RFP) to all qualified vendors. A proposal submission deadline was 2:00 p.m. on Friday, November 17, 2000. The proposals were reviewed by an External Review Committee on November 21, 2000, which comprised of individuals demographically reflective of the Dallas HSDA HIV/AIDS cases. Award recommendations to the following service providers for the amount of $75,135.50 were posted on Wednesday, November 22, 2000.

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<thead>
<tr>
<th>Agency</th>
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<tr>
<td>FW Empowerment Corporation</td>
<td>Drug Reimbursement</td>
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<tr>
<td>d.b.a. South Dallas Health Clinic</td>
<td>Congregate Meals</td>
<td>$ 7,027.00</td>
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<td>PWA Coalition of Dallas</td>
<td>Congregate Meals</td>
<td>$ 6,000.00</td>
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<td>d.b.a. AIDS Services of Dallas</td>
<td>Substance Abuse</td>
<td>$10,000.00</td>
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<tr>
<td>Legacy Counseling Center</td>
<td>Insurance Assistance</td>
<td>$39,081.50</td>
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<tr>
<td>Resource Center of Dallas</td>
<td>Total</td>
<td>$75,135.50</td>
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</tbody>
</table>

**Fiscal Impact**
There is no fiscal impact on Dallas County.

**Operational Impact**
The Administrative Agency staff will coordinate and monitor the programmatic and fiscal accountability of the subcontractors in accordance with the responsibilities assigned by the Commissioners Court. The programmatic and fiscal contract compliance will be reviewed by the Administrative Agency staff who are specifically assigned the responsibility of compliance audits of the HIV service subcontractors.

**Legal Impact**
The signature of the County Judge is required on the contract amendments, and the Commissioners Court must approve the amended budgets.
Recommendation
It is recommended that Commissioners Court approve the reallocation of the FY 2000-2001 Ryan White CARE Act Title II funds in the amount of $75,135.50 to the specific service providers, and authorize the County Judge to sign the contract amendments with the service providers on behalf of Dallas County.

RECOMMENDED BY: Betty Culbreath-Lister, Director

attachment
c: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>SERVICE CATEGORY</th>
<th>INITIAL AWARD</th>
<th>ADDITIONAL AWARD</th>
<th>CAPITAL EQUIPMENT</th>
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<td>AIDS Arms</td>
<td>Case Management</td>
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<td>$1,045.00</td>
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</table>
BETTY J. CULBREATH-LISTER
DIRECTOR

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director
      Health and Human Services Department

DATE: January 10, 2001

SUBJECT: 2000 TU ELECTRIC WEATHERIZATION PIGGYBACK PROGRAM

BACKGROUND

The Texas Department of Housing and Community Affairs has notified the Dallas County Health and Human Services Department of an additional $108,691 for the 2000 TU Electric Weatherization Piggyback Program. Contract No. 446102 is effective April 1, 2000 through March 31, 2001.

FINANCIAL IMPACT

Of the additional funds $13,370 is available for program support and $95,321 for weatherization material and labor expenses. A copy of the proposed appropriations for the program is attached. There is no impact on the Dallas County’s General Fund.

OPERATIONAL IMPACT

There is no operational impact.

RECOMMENDATION

It is recommended that the Commissioners Court approve the additional $108,691 allocated under the 2000 TU Electric Weatherization Piggyback Program, and approve the operational budget as submitted.

Recommended by: Betty Culbreath-Lister, Director

C: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditors
   Phil Scheps, Budget Officer

2377 Stemmons Freeway, Dallas, Texas 75207-2710
Suite 600 - LB 12

Office (214) 819-1858
FAX (214) 819-2835
TU ELECTRIC WEATHERIZATION PIGGYBACK PROGRAM
ATTACHMENT A - PERIOD, PERFORMANCE AND BUDGET COMPONENT

CONTRACTOR NAME: DALLAS COUNTY DEPT. OF HUMAN SERVICES
LETTER OF NOTIFICATION NO: 6 TO CONTRACT NUMBER: 446102
ALLOCATION YEAR: 440
ALLOCATION PERIOD: 04/01/2000 - 03/31/2001

CONTRACT PERIOD
The period for performance of this contract, unless earlier terminated, is April 1, 1996 through March 31, 2001 (hereinafter the "Contract Period").

CONTRACTOR SERVICE AREA
Contractor's service area shall coincide with the TU service area in the following Texas counties:

Contractor shall provide piggy back weatherization program services sufficient to expend $224,178.00 during the contract period. All Weatherization measures installed must have a TU EASY SIR of 1 or greater. Contractor shall complete weatherization and all other energy conservation measures as listed in Attachment B, Production Schedule. Failure to complete, at a minimum, the production figures listed in Attachment B may result in reduction of funds and measures or termination of this contract and other weatherization contracts.

DEPARTMENT FINANCIAL OBLIGATIONS
A. In consideration of Contractor's satisfactory performance of this contract, Department shall reimburse Contractor for the actual allowable costs incurred by Contractor in the amount of:

(1) Funds for Piggyback Weatherization Assistance Program and Refrigerator lease program: $229,887.00

B. By written notice to Contractor, Department may deobligate or obligate additional funds from this budget component. For planning purposes only, Contractor may assume that the total award during the Contract Period will be: $229,887.00

<table>
<thead>
<tr>
<th>MEASURES CATEGORY</th>
<th>NUMBER OF UNITS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weatherization</td>
<td>0</td>
<td>$224,178.00</td>
</tr>
<tr>
<td>Administration</td>
<td>0</td>
<td>$5,709.00</td>
</tr>
<tr>
<td>Refrigerators (delivery/installation/removal fee) @ $50 each</td>
<td>150</td>
<td>$.00</td>
</tr>
<tr>
<td>Compact Fluorescent Lights</td>
<td>1797</td>
<td>$.00</td>
</tr>
<tr>
<td>Showerheads</td>
<td>499</td>
<td>$.00</td>
</tr>
</tbody>
</table>

TOTAL $229,887.00
TU ELECTRIC WEATHERIZATION PIGGYBACK PROGRAM
ATTACHMENT B - PRODUCTION SCHEDULE
CONTRACTOR NAME: DALLAS COUNTY DEPT. OF HUMAN SERVICES
LETTER OF NOTIFICATION NO. 6 TO CONTRACT NO. 446102
ALLOCATION YEAR: 440
ALLOCATION PERIOD: 04/01/2000 - 03/31/2001

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>4/01/00 through</th>
<th>7/01/00 through</th>
<th>10/01/00 through</th>
<th>01/01/01 through</th>
</tr>
</thead>
<tbody>
<tr>
<td>TU MEASURES</td>
<td>6/30/00 %</td>
<td>9/30/00 %</td>
<td>12/31/00 %</td>
<td>03/31/01 %</td>
</tr>
</tbody>
</table>

$224,178 WX$’s $28,544 .13 $28,544 .13 $83,545 .37 $83,545 .37
$5,709 Admin. $1,754 .23 $1,318 .23 $1,318 .23 $1,319 .31
150 Refrigerators 37 .25 37 .25 37 .25 39 .26
1797 CFLs 449 .25 449 .25 449 .25 450 .25
499 Showerheads 124 .25 124 .25 124 .25 127 .25

Notes: Weatherization Funds = $224,178.00
Refrigerator fees = $.00 - These funds may be expended at the agency's discretion.

EFFECTIVE 11/01/2000

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
BY: Daisy Stiner on 12/20/2000
Daisy Stiner, Executive Director

This contract is not effective unless signed by the Executive Director of the Department or her authorized designee.
# Dallas County Health and Human Services

WAP (DEPT 449) FY 2000 Grant# 08304

## Appropriation Revision

<table>
<thead>
<tr>
<th>Account</th>
<th>Line Item</th>
<th>Original Appropriation</th>
<th>Additional Funds</th>
<th>Revised Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>01020</td>
<td>Salaries</td>
<td>$20,581.00</td>
<td>$10,886.00</td>
<td>$31,467.00</td>
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<tr>
<td>01110</td>
<td>Social Security</td>
<td>$1,574.00</td>
<td>$832.00</td>
<td>$2,406.00</td>
</tr>
<tr>
<td>01140</td>
<td>Insurance</td>
<td>$1,852.00</td>
<td>$761.00</td>
<td>$2,613.00</td>
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<td>01150</td>
<td>Fringe Benefits</td>
<td>$1,441.00</td>
<td>$761.00</td>
<td>$2,202.00</td>
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<tr>
<td>01180</td>
<td>Worker Comp.</td>
<td>$518.00</td>
<td>$130.00</td>
<td>$648.00</td>
</tr>
<tr>
<td>02680</td>
<td>Building Maint(material)</td>
<td>$51,475.00</td>
<td>$51,525.00</td>
<td>$103,000.00</td>
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<tr>
<td>05590</td>
<td>Other Professional(labor)</td>
<td>$43,755.00</td>
<td>$43,796.00</td>
<td>$87,551.00</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$121,196.00</strong></td>
<td><strong>$108,691.00</strong></td>
<td><strong>$229,887.00</strong></td>
</tr>
</tbody>
</table>
TO: COMMISSIONERS COURT  
FROM: Betty Culbreath-Lister, Director  
Health and Human Services Department  
DATE: January 9, 2001  
SUBJECT: 2001 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM  

BACKGROUND  
The Human Services Department has administered energy related grants from the Texas Department of Housing and Community Affairs (TDHCA) for the Commissioners Court for the past several years. One such grant, the Comprehensive Energy Assistance Program (CEAP), has been administered by Dallas County Health and Human Services Department since FY'93.  

Officials from TDHCA have advised of the FY 2001 CEAP Contract No. 587102 which has received funds in the amount of $1,185,769. The term of this Contract is January 1, 2001 through December 31, 2001.  

FINANCIAL IMPACT  
Of the $1,185,769, $62,455 is available for administrative costs, $74,945 for case management, $1,538 for training related travel, and $1,046,831 for direct client services, including support services.  

OPERATIONAL IMPACT  
The FY'01 program will be operated in essentially the same manner as the previous programs. Staff funded under this contract include one (1) CEAP Coordinator; two (2) Administrative Assistants; two (2) Eligibility Referral Specialists; one (1) Clerk V; one (1) Clerk IV; and two (2) Receptionist/Clerks. The case management component, Health/Human Services Department Caseworkers, and employees of external social services agencies will process applicants and clients in accordance with the program guidelines and regulations. A copy of the proposed operational budget for the program is attached.
LEGAL IMPACT

Contract number 587102 between the Texas Department of Housing and Community Affairs and Dallas County requires the signature of the County Judge. TDHCA plans to execute the FY 2001 CEAP contracts electronically. The name of the party authorized to sign on behalf of Dallas County shall be submitted to the Energy Assistance Section. Along with the Exhibit B, Budgets' sheets.

RECOMMENDATION

It is recommended that Dallas County Commissioners Court approve the FY 2001 Comprehensive Energy Assistance Program (CEAP) Contract with the Texas Department of Housing and Community Affairs in the amount of $1,185,769, and authorize the County Judge to electronically sign the related contract documents on behalf of Dallas County.

Recommended By: [Signature]

Betty Culbreath-Lister, Director

attachments

c: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
   Phil Scheps, Budget Officer
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
Grant Year 2001 Budget

I. REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Administrative</td>
<td>$62,455</td>
</tr>
<tr>
<td>B. Case Management</td>
<td>$74,945</td>
</tr>
<tr>
<td>C. Direct Services</td>
<td>$1,046,831</td>
</tr>
<tr>
<td>D. Training/Travel</td>
<td>$1,538</td>
</tr>
</tbody>
</table>

II. EXPENDITURE

<table>
<thead>
<tr>
<th>Description</th>
<th>Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Administrative</td>
<td>$1,185,769</td>
</tr>
<tr>
<td>1. Personnel</td>
<td>$46,100</td>
</tr>
<tr>
<td>a. Receptionist A (24%)</td>
<td>$3,413</td>
</tr>
<tr>
<td>b. Receptionist B (14%)</td>
<td>$2,196</td>
</tr>
<tr>
<td>c. Admin. Asst. (100%)</td>
<td>$23,292</td>
</tr>
<tr>
<td>d. Buss. Off. Clerk (100%)</td>
<td>$17,199</td>
</tr>
<tr>
<td>*e. Buss. Off. Clerk (100%)</td>
<td></td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$13,277</td>
</tr>
<tr>
<td>a. Insurance</td>
<td>$5,531</td>
</tr>
<tr>
<td>b. Social Security</td>
<td>$3,527</td>
</tr>
<tr>
<td>c. Retirement</td>
<td>$3,227</td>
</tr>
<tr>
<td>d. Workers Comp.</td>
<td>$992</td>
</tr>
<tr>
<td>3. Operating Exp.</td>
<td>$3,078</td>
</tr>
<tr>
<td>a. Office Supplies</td>
<td>$1,578</td>
</tr>
<tr>
<td>b. Property less than $500</td>
<td>$1,000</td>
</tr>
<tr>
<td>c. Printing</td>
<td>$500</td>
</tr>
</tbody>
</table>
B. Case Management

1. Personnel

- CEAP Coordinator (50%) $14,250
- Admin. Asst. (45%) $10,482
- Eligibility Ref. Sp. A (52%) $8,781
- Receptionist A (76%) $10,809
- Receptionist B (86%) $13,491
- Eligibility Ref. Sp. B (45%) $16,641

C. Direct Services

1. ECP (5%) $52,341
2. Co-payment (33%) $314,049
3. Elderly/Disabled (47%) $523,416
4. Heating and Cooling (10%) $104,683
5. Direct Services Support $52,342

(i). Personnel $42,229

- CEAP Coordinator (50%) $14,250
- Admin. Asst. (55%) $12,811
- Eligibility Ref. Sp. A (48%) $8,050
- Temp. ERS/other allocations $7,118
- Eligibility Ref. Sp. B (55%)
(ii) Fringe Benefits $10,113

- Insurance $4,214
- Social Security $2,686
- Retirement $2,458
- Workers Comp. $ 755

D. Training/Travel 1,538

TOTAL 1,185,769

Note: Salary & Fringe Benefits figures are for a nine (9) month period. Additional funding during the year will cover the final three months. *Positions will filled upon receipt of additional funding.
DATE: January 10, 2001

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

SUBJECT: PROFESSIONAL SERVICES CONTRACT

Background of Issue
Dallas County Health and Human Services (DCHHS) is the Project Sponsor for the Housing Opportunities for People with AIDS (AIDS) grant. According to the Code of Federal Regulations (CFR), HOPWA funds may be used for technical assistance and resource identification to coordinate and develop housing assistance resources for eligible persons. The services of Randall Russell, professional consultant, have been requested by DCHHS to provide technical assistance in order to improve the efficiency and effectiveness of the DCHHS HOPWA-funded rental reimbursement program. The technical assistance shall include an evaluation of the current program and an analysis of its shortcomings. The professional consultant shall also provide recommendations for improving the current program.

Fiscal Impact
HOPPOWA grant funds in the amount of $2,000 will be subcontracted to Randall Russell, professional consultant, for technical assistance.

Operational Impact
DCHHS staff will coordinate the execution of the contract with the professional consultant and will monitor proper expenditure of the funds in accordance with the responsibilities assigned by the Commissioners Court.

Legal Impact
The signature of the County Judge is required on the contract with Randall Russell.

Recommendation
It is recommended that the Commissioners Court approve the recommendation of DCHHS on the subcontract award of HOPWA grant funds in the amount of $2,000 to Randall Russell, professional consultant, for the provision of technical assistance to DCHHS, and authorize the County Judge to sign the contract on behalf of Dallas County.

RECOMMENDED BY: Betty Culbreath-Lister, Director

Attachment
C: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor

2377 Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-1858
Suite 600 LR 16 FAX (214) 810-6030
PROFESSIONAL SERVICES CONTRACT
FUNDED UNDER FY 1998 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
(HOPWA)

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(Dallas County)

and

RANDALL RUSSELL
(Professional Consultant)

1. PURPOSE:

This contract is entered into by Dallas County and Professional Consultant for delivery of professional services to Dallas County Health and Human Services (DCHHS) and is pursuant to decisions of the Dallas County Commissioners Court. It is the express policy of Dallas County and a requirement of this contract and state and federal regulations, that no funds paid under this contract may be used for AIDS prevention, education, or risk reduction for the general public.

2. TERM:

The term of this contract is from January 1, 2001 through February 28, 2001, unless terminated earlier under any provision thereof.

3. SERVICES TO BE PROVIDED:

Professional Consultant will initiate the work after receipt of a fully executed contract and will complete it within the contract period. Professional Consultant shall provide technical assistance to DCHHS in order to improve the efficiency and effectiveness of the DCHHS HOPWA-funded rental reimbursement program. The technical assistance shall include an evaluation of the current program and an analysis of its shortcomings. Professional Consultant will also provide recommendations for improving the current program — including providing “best case” examples from other nationally recognized HOPWA-funded rental reimbursement programs.

4. AMENDMENTS:

This contract may be amended during the term of the contract, and any such amendments will be in writing and duly executed by the parties hereto.

5. SEVERABILITY:

If any provision of this contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue.

6. TERMS AND CONDITIONS OF PAYMENT:

Dallas County agrees to compensate Professional Consultant for approved budget expenses incurred, subject to the following limitations:
The maximum amount to be paid under this contract will be **$2,000**

Funds are to be paid according to the following services, grants, and amounts:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execution of Contract</td>
<td>$1,000</td>
</tr>
<tr>
<td>Completion of Contract</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

Dallas County will only be obligated to pay those funds as specified and expended in accordance with the contract and the approved budget which is hereby incorporated by reference as a part of this contract.

Payment will be made to Professional Consultant by Dallas County upon receipt of a verified and proper billing.

Professional Consultant agrees to submit complete and accurate billings.

Payment is explicitly contingent on receipt of funds pursuant to a contract between Dallas County and the City of Dallas.

Any dispute between the parties regarding Dallas County’s payments to Professional Consultant for services rendered under this contract will be resolved by the County Auditor.

7. REPORTING AND ACCOUNTABILITY:

A. REPORTING: Professional Consultant agrees to submit all required documentation on a timely basis. Penalties for delinquent reports may include withholding of payments until such time all reports are received, cancellation of the contract with no obligation to pay for undocumented services, or both.

B. ACCESS TO AND RETENTION OF RECORDS: Professional Consultant agrees the federal agency (Office of Housing and Urban Development), the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Professional Consultant that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Dallas County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. Professional Consultant’s failure to perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract may result in termination of this Contract and will be considered in any future allocations of grant funds administered by Dallas County. All client records are the property of the Professional Consultant. Dallas County, however, retains the right to have access to the records or obtain copies for audit, litigation, or other circumstances that may arise. Any disclosure or transfer of records shall conform with the confidentiality provisions contained in this Contract.

These documents shall be maintained and retained by the Professional Consultant for a minimum of five (5) years after the termination of the contract period. If any litigation, claim, or audit involving these records begins before the retention period expires, the Professional Consultant shall retain the records and documents for not less than five (5) years or until all litigation, claims, or audit findings are resolved, whichever is later.
C. INDEMNITY AND BONDING:

(1) Professional Consultant assures that it is an independent contractor and not an agent, servant, or employee of Dallas County. To the extent allowed by Texas law, Professional Consultant agrees that it will protect, defend, indemnify, and save whole harmless Dallas County and all of its officers, agents, and employees from and against all claims, causes of action, damages, judgments, loss and expenses, including attorney’s fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Professional Consultant or any agent, servant, employee or subcontractor of the Professional Consultant in the execution or performance of this Contract. Professional Consultant further agrees to the extent allowed by Texas law to protect, indemnify and hold Dallas County harmless against and from any and all claims and against and from any losses, costs, damages, judgments or expenses, including attorney’s fees arising out of the breach of any of the requirements and provisions of this contract or any failure of Professional Consultant, its employees, officers, agents, subcontractors, invitees, or assigns in any respect to comply with and perform all of the requirements and provisions hereof.

8. SUBCONTRACTING:

Professional Consultant may enter into agreements with subcontractors as agreed to by Dallas County and as stated in the proposal of Professional Consultant. Any subcontracts entered into by Professional Consultant will be in writing and subject to the requirements of this contract. Professional Consultant agrees that it will be responsible to Dallas County for the performance of any subcontractor.

9. HOLD HARMLESS:

Professional Consultant assures that it is an independent contractor and not an agent, servant, or employee of Dallas County. To the extent allowed by Texas law, Professional Consultant agrees that it will protect, defend, indemnify, and save whole harmless Dallas County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, loss and expenses, including attorney’s fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Professional Consultant or any agent, servant, employee or subcontractor of the Contractor in the execution or performance of this contract. Professional Consultant further agrees to the extent allowed by Texas law to protect, indemnify and hold Dallas County harmless against and from any and all claims and against and from any losses, costs, damages, judgments or expenses, including attorney’s fees arising out of the breach of any of the requirements and provisions of this contract or any failure of Professional Consultant, its employees, officers, agents, subcontractors, invitees, or assigns in any respect to comply with and perform all of the requirements and provisions hereof.

Professional Consultant will bear, if a private non-profit organization or a for-profit organization, along with its governing board, full responsibility for the integrity of the fiscal and programmatic management of the organization, which includes accountability for all funds and materials received, compliance with applicable Federal/State rules, policies, procedures, laws, and regulations, and correction of fiscal and program deficiencies identified through self-evaluation or future monitoring processes. Ignorance of requirements contained or referenced herein or in the resultant contract shall not constitute a defense or basis for waiving
or appealing such provisions or requirements. Further, the governing board shall ensure separation of powers, duties, and functions of board members and organization staff.

10. REALLOCATION OF FUNDS:

Professional Consultant recognizes that the RWPC and Consortium may reallocate all or part of the funds under this contract due to non-achievement of professional services, or other just cause during the contract period. The Dallas County allocation/reallocation policy will be utilized in determining an alternate professional consultant.

Professional Consultant shall immediately notify the Grants Compliance Officer of the Dallas County Health and Human Services Grants Management Division, or other person designated by the Grants Compliance Officer, of any problems, delays, or adverse conditions which will affect the ability of the Professional Consultant to perform its obligations under this contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Professional Consultant to resolve such problems, delays, or adverse conditions. The Professional Consultant shall also promptly notify the Grants Compliance Officer, or his duly authorized representative, if it anticipates accomplishing the services set forth in this contract with a lower expenditure of funds than the amount allocated.

11. CONTINGENCIES:

Any payment under this contract shall be contingent upon receipt of grant funds from the Office of Housing and Urban Development (HUD).

It is further understood that should Dallas County be removed as the Administrative Agency during the term of this contract, the terms of this contract shall remain in full force and effect until such time the contract is terminated by either party or fully modified.

12. ASSURANCES:

A. Professional Consultant assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this agreement.

B. Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law including, but not limited to, those pertinent rules and regulations of the United States of America and State of Texas or any political subdivision.

C. Professional Consultant assures it will not transfer or assign its interest in this contract without written consent of Dallas County.

D. Professional Consultant agrees to adhere to confidentiality requirements, the Texas Department of Health HIV/AIDS Workplace Guidelines, the Texas Department of Health HIV Services Grant Program Rules, requirements for contents of AIDS-related written materials, and further agrees that Professional Consultant will not engage in activities that advocate or promote the violation of state or federal laws.

E. Professional Consultant, by acceptance of funds provided under this contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Professional Consultant further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that Dallas County will be notified immediately if
such licenses become invalid during the term of this contract.

F. Professional Consultant assures that funds under this grant will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.

G. Professional Consultant agrees to comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336) which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

H. Professional Consultant will comply with environmental standards that may be prescribed pursuant to the institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; notification of violating facilities pursuant to EO 11738; conformity of federal actions to State (Clean Act) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); and protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, P.L. 93-523.

I. Professional Consultant will comply with Public Law 103-227, the Pro-Children Act of 1994, which prohibits smoking in any portion of an indoor facility used routinely or regularly for the provision of health care, day care, early childhood development services, education, or library services to children under the age of eighteen.

J. Professional Consultant will develop and implement an agency-wide drug free workplace policy. The Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.

K. Professional Consultant will comply with Public Law 103-333, Section 508, which requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Professional Consultant shall clearly state the percentage of the total costs of the program or project that will be financed with federal money, the dollar amount of funds for the total project or program, and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

L. Failure to comply with any of the signed assurances may jeopardize the continuation of this contract and may result in the disallowance of funds and the withholding of future awards.

M. The person(s) signing and executing this contract on behalf of Professional Consultant, or representing themselves as signing and executing this contract on behalf of Professional Consultant do hereby warrant and guarantee that he, she or they have been duly authorized by Professional Consultant to execute this contract on behalf of Professional Consultant and to validly and legally bind Professional Consultant to all terms, performances and provisions herein set forth.

N. In accordance with Program Policy No. 97-03, grant funds may not be used for outreach programs which exclusively promote HIV counseling and testing and/or which have as their purpose HIV
prevention education. Additionally, funds may not be used for broad-scope awareness activities about HIV services which target the general public (poster campaigns for display on public transit, TV or radio service announcements, etc.)

O. Professional Consultant will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a(b)(1) and Immigration Act of 1990, 78 USCA 1101, regarding employment verification and retention of verification forms for any individual hired on or after November 6, 1986, described in this application who will perform any labor or services.


Q. Professional Consultant understands that reimbursement for costs under this contract shall be in accordance with all applicable state and federal rules, regulations, cost principles, and other requirements relating to reimbursement with federal and state grant funds.

R. Professional Consultant agrees to adhere to confidentiality requirements and further agrees that Professional Consultant will not engage in activities that advocate or promote the violation of state or federal laws.

S. Under Section 231.006, Texas Family Code, Professional Consultant certifies to Dallas County that Professional Consultant is not delinquent in any child support obligations and therefore eligible to receive payment under the terms of this contract. Professional Consultant hereby acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

13. PUBLIC RIGHTS

The Professional Consultant is authorized to publish the results from the reports in academic publications and agrees to note the sources of funding.

14. TERMINATION:

Dallas County may upon thirty (30) calendar days written notice to the Professional Consultant, terminate all or any part of this contract in any one of the following circumstances:

1. If the Professional Consultant fails to comply with Dallas County’s reporting requirements, the objectives, the terms, conditions, or standards of this Contract, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this contract.

B. If the Professional Consultant fails to perform the work and services required by this contract within the time specified herein or any extension thereof.

C. If funds allocated by the City of Dallas should become reduced, depleted, or unavailable during the contract term.

Dallas County may immediately terminate or suspend this contract to protect health and safety of clients.

Termination of the contract will be effectuated by delivering to the Professional Consultant a written notice of termination specifying to what extent performance of work under the contract has been terminated and the effective date of termination. After receipt of said termination notice, the Professional Consultant shall stop work under the contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Professional Consultant will not incur new obligations and will cancel any
outstanding obligations. To the extent State funds are available and reimbursement is permitted, Dallas County will reimburse the Professional Consultant for noncancellable obligations which were incurred prior to the termination date. Upon termination of this contract as herein above provided, any and all unspent funds which were paid by Dallas County to the Professional Consultant under this contract shall be returned to Dallas County.

15. ACCEPTANCES:

By their signatures below, the duly authorized representatives of Dallas County and Professional Consultant accept the terms of this Contract in full.

16. CHOICE OF LAW AND VENUE:

This contract is expressly made subject to Dallas County’s sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This contract and all matters pertinent hereto shall be enforced in accordance with the laws of the State of Texas. Exclusive venue for legal action between the parties arising from this contract shall be in Dallas County, Texas.

FOR: PROFESSIONAL CONSULTANT

[Signature]

Randall Russell

(type name)

Title: Professional Consultant

Date: 1/8/01

FOR: DALLAS COUNTY

Betty J. Culbreath-Lister, Director
Health and Human Services

Date: __________________________

Lee F. Jackson
Dallas County Judge

Date: __________________________
TO: THE HONORABLE COMMISSIONERS COURT
FROM: BETTY J. CULBREATH-LISTER, DIRECTOR HEALTH AND HUMAN SERVICES
DATE: JANUARY 10, 2001
SUBJECT: REALLOCATION OF FY 2000-2001 RYAN WHITE TITLE I CONGRESSIONAL BLACK CAUCUS (CBC) FUNDS

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White Title I funds for the Dallas Eligible Metropolitan Area (EMA). Dallas County Health and Human Services is designated to serve as the Administrative Agency for Ryan White Title I funds. The Administrative Agency is responsible for the allocation and oversight of funds under Title I of the Ryan White C.A.R.E. Act and for the recommendation of the award of contracts to service providers in the EMA. The Administrative Agency tracks the expenditure of funds by service providers throughout the year and makes recommendations, when appropriate, to reallocate funds.

The FY 2000-2001 Ryan White Title I award is $11,077,000, of which $483,980 is allocated to the Congregational Black Caucus initiative. The CBC funds in the amount of $483,980 have been awarded to specific service providers with court order #2000-1064, 2000-1248, and 2000-1830.

Due to their inabilities to fully spend the FY 2000-2001 Ryan White Title I CBC awards, the following service providers have returned part of their FY 2000-2001 Ryan White Title I CBC funds in the amount of $48,899.07 for reallocation:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.W. Corporation</td>
<td>Medical Case Management</td>
<td>$42,899.07</td>
</tr>
<tr>
<td>Legacy Counseling Center, Inc.</td>
<td>Mental Health Counseling</td>
<td>$6,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$48,899.07</strong></td>
</tr>
</tbody>
</table>

On November 8, 2000, the Ryan White Planning Council of the Dallas Area approved the categorical allocation of the reallocated funds in the amount of $48,899.07. On November 9, 2000, the Administrative Agency sent out Request for Proposals (RFP) to all qualified vendors. The deadlines for the proposals was Friday, November 17, 2000, at 2:00 p.m. An External Review Committee was convened on November 21, 2000, to review the proposals and to make award recommendations. Award recommendations to the following service providers for the amount of $16,725 were posted on November 21, 2000, leaving unobligated funds in the amount of $32,174.07.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renaissance III, Inc.</td>
<td>Client Advocacy</td>
<td>$10,725</td>
</tr>
<tr>
<td>Johnnie’s Manor</td>
<td>Mental Health Counseling</td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$16,725</strong></td>
</tr>
</tbody>
</table>

On November 21, 2000, the Administrative Agency sent out another Request for Proposals (RFP) to all qualified vendors for the unobligated funds in the amount of $32,174.07. The deadlines for the proposals was Friday, December 1, 2000, at 2:00 p.m. An External Review Committee was convened on December 6, 2000, to review the proposals and to make award recommendations. Award recommendation to the following service provider for the amount of $32,174.07 was posted on December 6, 2000.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas County Hospital District</td>
<td>Outpatient Medical Care</td>
<td>$32,174.07</td>
</tr>
</tbody>
</table>

2377 Stemmons Freeway
Suite 200 LB-16
Dallas, Texas 75207-2710
Office (214) 819-1842
FAX (214) 819-1850
Fiscal Impact
There is no fiscal impact on Dallas County.

Operational Impact
Dallas County Health and Human Services will process the contract amendments with the service providers and will continue to monitor proper expenditure of the funds in accordance with responsibilities assigned by the Commissioners Court. The funds will provide services to HIV positive persons in the Dallas EMA.

Legal Impact
The signature of the County Judge is required on the contract amendments, and the Commissioners Court must approve the amended budgets.

Recommendation
It is recommended that Commissioners Court does hereby approve the reallocated funds from the FY 2000-2001 Ryan White Title 1 CBC funds in the amount of $48,899.07 to the following service providers, and authorize the County Judge to sign the contract amendments on behalf of Dallas County.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renaissance III, Inc.</td>
<td>Client Advocacy</td>
<td>$10,725.00</td>
</tr>
<tr>
<td>Johnnie's Manor</td>
<td>Mental Health Counseling</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Dallas County Hospital District</td>
<td>Outpatient Medical Care</td>
<td>$32,174.07</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$48,899.07</td>
</tr>
</tbody>
</table>

RECOMMENDED BY: Betty J. Culbreath-Lister, Director
Department of Health and Human Services

c: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
TO: Betty J. Culbreath-Lister  
FROM: Tom Thomas  
DATE: 12-14-2000  
SUBJECT: Contract Amendment #2 Ready for Signature  

CONTRACTOR NAME: Dallas County Hospital District d.b.a. Parkland Health and Hospital System  
GRANT PROGRAM: FY 2000-2001 Ryan White Title I Congressional Black Caucus  

The attached contract amendment #2 has been reviewed by Grants Management staff and is ready for signature. The following items have been reviewed:

ITEM

1. Amount corresponds with Briefing and Court Order documents.  
2. All six originals signed by appropriate agent of organization.  
3. Budget corresponds with proposal, and all calculations are correct.  
4. Performance Objectives, Attachment B-1, corresponds with proposal and contains appropriate units of service.  
5. Multiple Funding Sources, Attachment C, corresponds with proposal and contains updated funding information.
TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
Health and Human Services Department
DATE: January 9, 2001
SUBJECT: CENTERS FOR DISEASE CONTROL AND PREVENTION (STD/HIV PREVENTION TRAINING CENTERS) CONTINUATION GRANT FOR FY'2001 #R30/CCR618393-01

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 Continuation Grant #R30/CCR618393-01, which provides for subcontracting with the University of Texas Southwestern Medical Center at Dallas and various other health professionals and services. This grant is effective April 1, 2001 and will expire on March 31, 2002.

FINANCIAL IMPACT
Grant #R30/CCR618393-01 STD/HIV Prevention Training Center provides a total of $510,402. Of which, $167,024 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, $2,450 for supplies, $11,463 for travel, 6,400 for other, $530 for equipment, for total direct charges of $456,451, indirect charges of $53,951, and a County match in the amount of $24,543.

OPERATIONAL IMPACT
Grant #R30/CCR618393-01 STD/HIV Prevention Training Center of the Centers for Disease Control and Prevention grant will continue to fund four (4) full-time positions. There is no additional impact to Dallas County for this grant.
LEGAL IMPACT

The Commissioners Court is required to approve Grant #R30/CCR618391-01 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/CCR618393-01 (STD/HIV Prevention Training Center).

Recommended By: [Signature]
Betty Culbreath-Lister, Director

attachments

c: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
   Phil Scheps, Budget Officer
"Sexually Transmitted Disease/Human Immunodeficiency Virus Prevention Training Centers" Project

Program Announcement 00031
Non-competing continuation application, fiscal year (FY) 2001

Part I – Clinical Training
Dallas County Health and Human Services
2377 North Stemmons Freeway, Suite 430
Dallas, Texas 75207

Centers for Disease Control and Prevention
Grant #R30/CCR618393-01
[Effective Grant Period April 1, 2001 – March 31, 2002]
1. Progress Report on Goals and Objectives - Year 01

The STD/HIV Prevention Training Center (PTC), Part I, Clinical Training, Dallas, Texas, performed 25 training activities for 768 participants in U.S.P.H.S., Region VI, between May 1 – December 31, 2000. The Dallas PTC is meeting or exceeding performance objectives under the terms of the grant application with the exception of the opening of the satellite training site (see plan of correction and objectives). All projected courses at the Dallas PTC site, UT Southwestern Medical Center at Dallas, and 5 STD “road shows” have been performed in this federal region.

Plan of Corrective Action – Satellite Training Site - The Dallas PTC original proposal projected a satellite training site in Shreveport, Louisiana. Due to clinic closure, public health budget and staffing cuts in the Louisiana Department of Health and Hospitals, key proposed training personnel resigned from the State Health Department. In addition, many state nursing positions were eliminated, and dedicated STD/HIV clinics are scheduled to be closed except in the Delgado Clinic in New Orleans.

The Dallas PTC has contacted the Arkansas Department of Health, and a satellite training facility in Pulaski County Health Department, Little Rock, Arkansas, is proposed. The University of Arkansas Medical Center at Little Rock faculty, Arkansas Department of Health faculty, and facilities have been identified. James P. Luby, M.D., PTC Medical Director at UT Southwestern, is in accord with this plan. The Arkansas-Dallas faculty and staff had a telephone conference call on October 19, 2000, and numerous other telephone conversations with key personnel in the Arkansas Department of Health Central Office and Pulaski County. The Arkansas group scheduled a site visit to the Dallas Clinic and training operation on December 18, 2000, but major weather systems delayed the visit to February 12 – 16, 2001. The Dallas PTC staff will propose a site visit to the Pulaski County Clinic site. Permission to move the satellite training site was requested from the Centers for Disease Control and Prevention, Training and Education Branch.

Plan of Corrective Action – Survey of Medical Specialties

Outcome Objective 1A: It is the plan of this PTC to perform a survey of health providers in this region using the guidelines as an incentive to respondents from the survey, when the new CDC revised consensus guidelines for the treatment of STDs is available in quantity.
Successful Collaborations Year 01 – The Dallas PTC had numerous requests for collaborations in Year 01 from the Arkansas Public Health Association; Arkansas Syphilis Elimination Project; Arizona Department of Health, Phoenix, Arizona; Dallas Syphilis Elimination Project; DuPage County Health Department, Wheaton, Illinois; City of Houston Health Department; Louisiana Department of Health and Hospitals, New Orleans, Louisiana; The Navajo Nation; The Oklahoma Department of Health, Oklahoma Syphilis Elimination Project; Texas Department of Health, STD/HIV Control Division; Texas Department of Health, Breast and Cervical Screening Unit; Texas Woman’s University – Family Practice Nurse Practitioner Training Program; UT Southwestern Medical Center at Dallas, Advanced Obstetrics and Gynecology Nurse Practitioner Training Program; UT Southwestern Aston Center for Liver Disease; U.S.P.H.S., Indian Health Service, Albuquerque, New Mexico; Project OPTIONS, San Francisco, California, and U.S.P.H.S., Health Resources Administration Primary Care Clinics in Arkansas.

The Dallas PTC responded to a request from Mr. Frank Slaughter, Public Health Advisor, Arizona Department of Health, for Douglas Campos-Outcalt, M.D., Medical Director, Maricopa County Health Department, Phoenix, Arizona. Doctor Campos-Outcalt visited the Dallas PTC on Wednesday, September 20, 2000, to view the Dallas Clinic and PTC operations. The Arizona agency is collaborating with the California STD/HIV PTC.

The Chicago Department of Health sent a team of supervisors to view the Dallas STD/HIV epidemiology operation. Texas Department of Health has been using the Dallas STD/HIV epidemiology supervisory staff and clinic manager to perform clinic audits across Texas in 2000. These individuals are faculty and work in coordination with the PTC. We project two to four Syphilis Elimination Workshops in Longview/Nacogdoches/Texarkana/Tyler, Texas, in response to a request from the TDH program review teams.

Native-American Collaborations Year 01 - In this grant cycle, we enhanced our collaborative history with the U.S.P.H.S., Indian Health Service, and The Navajo Nation by performing two workshops in Albuquerque, New Mexico. This PTC agreed to be listed in I.H.S. publications as an STD/HIV training resource for Native-American providers. The informal agreement commits Dallas to support Native-American STD/HIV training needs and serve as a link to the PTC National Network. We have two Native-American representatives on the PTC Advisory Committee. The Dallas PTC Program Manager was awarded a Certificate of Appreciation for Service Contributions in the Field of STD/HIV Care Training by the U.S.P.H.S., I.H.S. and C.D.C., May 18, 2000.

HRSA Primary Care/Jails/Prisons Collaboration Year 01 - The Dallas PTC increased marketing/promotions to U.S.P.H.S., Region VI, Health Resources Services Administration (H.R.S.A.), primary care clinics, jails and prisons. We

Successful Collaborations Year 01 (Continued)
project two STD "road show" courses to be conducted in Hope and Pine Bluff, Arkansas, this year.


Hepatitis Collaborations Year 01 - This PTC includes hepatitis training in clinical STD curricula. We increased our emphasis on hepatitis training by offering hepatitis curricula on June 9 – 10, 2000, and November 10, 2000. The Dallas PTC collaborates with the Texas Department of Health and UT Southwestern to enhance the STD/HIV PTC grant with hepatitis didactic and clinical practicum training.

A new partnership with William M. Lee, M.D., Professor of Internal Medicine, Digestive & Liver Diseases, and Director, Clinical Center for Liver Diseases at the Aston Ambulatory Care Clinic, The University of Texas Southwestern Medical Center at Dallas, Clinical Liver Research Center, Dallas, Texas, is one of nine U.S. Hepatitis ‘C’ Clinical Research Centers sponsored by the National Institute of Health (NIH). Two didactic workshops were conducted in Year 01 as listed above, with clinical practicum rotations beginning in 2001 for Texas physicians. Federal funds availability could expand the clinical training region wide. A provider hepatitis “hot-line” and web-site is near completion, and we anticipate linkage to the NNPTC web-site. The hotline is answered by liver specialists from the Aston Center Liver Research Clinic. Texas Department of Health, STD/HIV Training Branch, developed a hepatitis curriculum for nurses/counselors, and begins offering the course at the Dallas PTC on January 25, 2001.

Collaborations Year 01 – Syphilis Elimination Initiative - The Dallas PTC increased marketing and course workload in FY 01 in support of the U.S.P.H.S., Centers for Disease Control and Prevention, HIV Initiative, Syphilis Elimination Initiative, and Jail and Prison Initiatives. Dallas performed five Syphilis Elimination Workshops in our federal region; three Syphilis Elimination Workshops in Dallas, one in Houston, and one in Oklahoma City. We hosted seven additional community-based Syphilis Elimination meetings for the Dallas Syphilis Elimination Project in our facility. Planning was initiated with the Little Rock Syphilis Elimination team for a Congenital Syphilis and Syphilis Elimination Workshop for private providers. The Dallas PTC notified the Louisiana Department of Health and the City of Houston Projects of our availability for training support.
Successful Collaborations Year 01 - State, County, and Jails and Primary Care

Collaborations Year 01 - This PTC marketed to state, county, and jails and H.R.S.A-funded primary care clinics in Texas, Louisiana and Arkansas. A training alliance with the Albany Medical Center/New York PTC is a cost-effective way to reach jail providers in this region. The Albany Medical Center informs us that there are seven downlink sites generated from our marketing.

Additional Collaborations Year 01 - The Dallas PTC is a regional resource available for a variety of public health workshops - a U.S.P.H.S, Region VI, Federal Bureau of Investigation and Centers for Disease Control and Prevention agencies Bioterrorism Workshop; Texas Department of Health Breast and Cancer Training Workshop; Texas Department of Health, Region 2/3, Hepatitis Training for Health Counselors and Caseworkers; Texas Department of Health, Facts and Fallacies About STD/HIV (two courses); Texas Department of Health, Pap Smear Workshop; CDC-funded Project Options from San Francisco, California, CBO agencies; and two national satellite programs concerning HIV care in and jails and prisons produced by the Albany Medical Center and the STD/HIV PTC in New York. The Dallas PTC, Part I and Part III, share our facilities and we encourage partnerships with many federal, state and local public health agencies.

- **Dallas PTC collaborations**, May 1, 2000 through December 31, 2000, Year 01:
  - Arkansas Public Health Association, *Viral STDs*, Hot Springs, AR
  - Arkansas Syphilis Elimination Project, Little Rock, AR
  - Dallas Syphilis Elimination Project Meetings, Dallas, TX, Oklahoma City Syphilis Elimination Project, Oklahoma City, OK
  - DuPage County Health Department, *2nd Annual STD Update*, Wheaton, IL
  - City of Houston Department of Health and Syphilis Elimination Project, *Syphilis Staging, Treatment & Serology Interpretation*, Houston, TX
  - Louisiana Department of Health, *Statewide Nursing Conference*, Baton Rouge, LA
  - Texas Department of Health, *Breast and Cervical Cancer Screening Workshop*, 2 sections of *STD Facts and Fallacies*, Dallas, TX
  - Projection of a collaborative STD Update to be performed in Jackson, MS, June 14 – 15, 2001, with the Tampa, FL, Part I, Clinical Training Center
  - Planning Meeting Hosted at the Dallas PTC: Project OPTIONS, San Francisco, CA; Texas Department of Health, STD/HIV Prevention Branch, Austin, TX, and Dallas County Health and Human Services, STD/HIV Prevention Program, Dallas, TX
University of Texas Southwestern Medical Center at Dallas, OB/GYN Advanced Nurse Practitioner Training Program, Dallas, TX [NP clinical rotation and laboratory methods courses]

Texas Woman's University, Family Practice Nurse Practitioner Training Program, Dallas, TX [NP clinical rotation & 3 laboratory]

University of Texas Southwestern Medical Center at Dallas, Aston Clinical Liver Research Center, Dallas, TX

University of Texas Southwestern Medical Center at Dallas, Infectious Diseases Fellowship Program, Dallas, TX

University of Texas Southwestern Medical Center at Dallas, Senior Medical Student STD/HIV Lecture Series, Dallas, TX

U.S.P.H.S., Indian Health Service (IHS), The Navajo Nation STD/HIV/Hepatitis Meeting, Albuquerque, NM

Dallas STD/HIV PTC, Part I, collaborates with the Albany Medical Center, New York State Department of Correctional Services, New York Virgin Islands AIDS Education & Training Center, and the New York State Centers for STD/HIV Prevention Training, promoting a national satellite series entitled, Primary Care of the HIV-Infected Incarcerated Patient, January 30, 2001.

Courses, dates, participants, participant certifications in cumulative courses, conducted by the Dallas STD/HIV PTC; May 1 – December 31, 2000.

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Title</th>
<th>Demographics &amp; #’s Participants</th>
<th>State of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>*May</td>
<td>1-12, 2000</td>
<td>STD Clinician Course - Comprehensive</td>
<td>8 Students</td>
<td>AR – 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: Dallas PTC, TX</td>
<td></td>
<td>TX – 6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SC – 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: <strong>80 Hrs. x 8 = 640 Hrs.</strong></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Practicum: <strong>42 Hrs. x 8 = 336 Hrs.</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>DO/MD = 1 NP = 1 BSN/RN = 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*May</td>
<td>9, 2000</td>
<td>Laboratory Methods</td>
<td>8 Students</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: Dallas PTC, TX</td>
<td></td>
<td>TX – 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: <strong>4 Hrs. x 8 = 32 Hrs.</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Hours of Practicum: <strong>2.5 Hrs. x 8 = 20 Hrs.</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>DO/MD = 0 NP = 0 BSN/RN = 8</td>
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</tr>
</tbody>
</table>
Courses, dates, participants in courses conducted in the quarter by the Dallas STD/HIV PTC (Continued):

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Title</th>
<th>Demographics &amp; #’s Participants</th>
<th>State of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>✨May</td>
<td>11, 2000</td>
<td>Laboratory Methods</td>
<td>10 Students</td>
<td>TX - 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: Dallas PTC, TX</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 4 Hrs. x 10 = 40 Hrs.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Practicum: 2.5 Hrs. x 10 = 25 Hrs.</td>
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<tr>
<td></td>
<td></td>
<td>BSN/RN = 8</td>
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<tr>
<td></td>
<td></td>
<td>Health Ed Spec = 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✨May</td>
<td>18, 2000</td>
<td>Overview of STD/HIV Prevention Training</td>
<td>36 Students</td>
<td>NM - 25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>National Network Centers</td>
<td></td>
<td>AZ - 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: Albuquerque, NM</td>
<td></td>
<td>GA - 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 1 Hrs. x 36 = 36 Hrs.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Practicum: 0</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>DO/MD = 2 NP = 2 BSN/RN = 13 Health Ed = 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Case Manager = 2 Social Worker = 1 DIS = 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Administrative = 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✨May</td>
<td>19, 2000</td>
<td>Viral STD’s</td>
<td>17 Participants</td>
<td>AR - 17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Arkansas Public Health</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Association Conference</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Site: Hot Springs, AR</td>
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<tr>
<td></td>
<td></td>
<td>Hours of Training: 1 Hrs. x 17 = 17 Hrs.</td>
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<tr>
<td></td>
<td></td>
<td>Hours of Practicum: 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NP = 1 BSN/RN = 9 LP/VN = 2 DIS = 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Administrative = 2 Community Worker = 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✤June</td>
<td>9 -10, 2000</td>
<td>A Complete Primer on Hepatitis ‘C’</td>
<td>147 Participants</td>
<td>TX - 141</td>
</tr>
<tr>
<td></td>
<td></td>
<td>UT Southwestern Medical Center at</td>
<td></td>
<td>CO - 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dallas</td>
<td></td>
<td>IL - 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clinical Liver Research Center</td>
<td></td>
<td>OK - 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: UT Southwestern, Dallas, TX</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 12 Hrs. x 147 = 1,764 Hrs.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>DO/MD = 64 PA = 5 NP = 20 RN = 44</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LP/VN = 3 DIS = 1 LAB = 2 HIV = 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Administrative = 2 Health Ed = 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Courses, dates, participants in courses conducted in the Quarter by the Dallas STD/HIV PTC (Continued):

$\star$ = On-site Course  $\oplus$ = Off-Site Course

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
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<th>Demographics &amp; #’s Participants</th>
<th>State of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>June</td>
<td>19, 2000</td>
<td>Quarterly Seminar - Update on Pediatric HIV/AIDS</td>
<td>26 Participants</td>
<td>TX - 26</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Octavio Ramilo, M.D. UT Southwestern Medical Center at Dallas Department of Pediatrics, Infectious Diseases Site: Dallas PTC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 1 Hrs. x 26 = 26 Hrs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Practicum: 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DO/MD = 14  NP = 2  RN = 2  DIS = 3  LAB = 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Administrative = 1  Social Worker = 1  Other = 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>July 27, 2000</td>
<td>NP Clinical Rotation</td>
<td>18 Participants</td>
<td>TX - 18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>UT Southwestern Medical Center at Dallas Advanced OB/GYN Nurse Practitioner Training Program Site: Dallas PTC Clinic &amp; Laboratory</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 1 Hrs. x 18 = 18 Hrs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Practicum: 3 Hrs. x 18 = 54 Hrs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>18 Hrs. + 54 Hrs. = 72 Hrs.  NP = 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>29, 2000</td>
<td>Senior Medical STD/HIV Lecture Series 25 Participants</td>
<td>Site: UT Southwestern Dallas, TX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: UT Southwestern Dallas, TX</td>
<td>Hours of Training: 3 Hrs. x 25 = 75 Hrs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: UT Southwestern Dallas, TX</td>
<td>Hours of Practicum: 0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: UT Southwestern Dallas, TX</td>
<td>Med Students = 25</td>
<td></td>
</tr>
<tr>
<td>July</td>
<td>12, 2000</td>
<td>Early Syphilis Staging, Therapy and Serological Interpretation 66 Participants</td>
<td>TX - 66</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Houston Health &amp; Human Services Department STD/HIV Prevention &amp; Control Division Site: Houston, TX</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 2 Hrs. x 66 = 132 Hrs.</td>
<td>Hours of Practicum: 0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 2 Hrs. x 66 = 132 Hrs.</td>
<td>DO/MD = 13  NP = 7  PA = 2  RN = 6  DIS = 25</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lab = 3  Administrative = 4  Health Ed = 1</td>
<td>HIV = 1  Other = 4</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lab = 3  Administrative = 4  Health Ed = 1</td>
<td>HIV = 1  Other = 4</td>
<td></td>
</tr>
</tbody>
</table>
Courses, dates, participants in cumulative courses, conducted by the Dallas STD/HIV PTC (Continued):

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Title</th>
<th>Demographics</th>
<th>State’s Participants</th>
<th>State of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>*July</td>
<td>14 - 17, 2000</td>
<td>Laboratory Methods Course</td>
<td></td>
<td>6 Participants</td>
<td>OK - 1, TX - 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: Dallas PTC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 20 Hrs. x 6 = 120 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Practicum: 10 Hrs. x 6 = 60 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Laboratory Technicians = 6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*July</td>
<td>27, 2000</td>
<td>Senior Medical STD/HIV Lecture Series</td>
<td>25 Participants</td>
<td></td>
<td>TX - 25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Speaker: James P. Luby, M.D.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: UT Southwestern, Dallas, TX</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 3 Hrs. x 25 = 75 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Practicum: 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*August</td>
<td>14, 2000</td>
<td>Breast and Cervical Cancer Screening Program Course</td>
<td>18 Participants</td>
<td></td>
<td>TX - 18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Texas Department of Health</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: PTC – Dallas, TX</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 8 Hrs. x 18 = 144 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>→August</td>
<td>31, 2000</td>
<td>Annual STD Update 2000</td>
<td>54 Participants*</td>
<td></td>
<td>IL - 54</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DuPage County Health Department</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Site: Wheaton, IL</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 6.5 Hrs. x 54 = 351 Hrs.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>DO/MD = 6   NP = 2  RN = 18  DIS = 7  Lab = 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical Student = 1  Health Educator = 3  HIV = 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Administrative = 3 Social Worker = 2 Outreach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Worker = 1  Case Manager = 1  Other = 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>→September</td>
<td>6, 2000</td>
<td>Statewide STD/HIV Conference</td>
<td>51 Participants*</td>
<td></td>
<td>LA - 51</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Louisiana Department of Health and Hospitals, Baton Rouge, LA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 1 Hr. x 51 = 51 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NP = 5   RN = 40  LPN = 3  HIV = 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Outreach Worker = 2</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Courses, dates, participants in cumulative courses, conducted by the Dallas STD/HIV PTC (Continued):

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Title</th>
<th>Demographics</th>
<th>#’s Participants</th>
<th>State of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>September</strong></td>
<td>11 – 22, 2000</td>
<td><strong>STD Clinician Course</strong> - Comprehensive</td>
<td>TX - 7</td>
<td>9 Participants</td>
<td>TX - 7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site: PTC – Dallas, TX</td>
<td>SC - 1</td>
<td></td>
<td>AR-1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 80 x 9 = 720 Hrs.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Practicum: 42 Hrs. x 8 = 336 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MD = 1 RN = 7 Health Educator = 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>September</strong></td>
<td>27, 2000</td>
<td><strong>Syphilis Education Workshop</strong></td>
<td>TX</td>
<td>17 Participants</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Syphilis Elimination Project</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dallas, TX</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[NOTE: Third Program conducted in this series.]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours of Training: 2 Hrs. x 17 = 34 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LPN = 1 DIS = 4 Health Ed = 1 Outreach Worker = 9 Social Worker = 2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Summary of **Third Quarter** courses, dates, participants in cumulative courses, conducted by the Dallas STD/HIV PTC:

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Title</th>
<th>Participants</th>
<th>Demographics</th>
<th>State of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>October</strong></td>
<td>16, 2000</td>
<td><strong>Diagnosis &amp; Management of</strong></td>
<td>18</td>
<td>TX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Condyloma Acuminata</strong></td>
<td></td>
<td>MD = 6</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Instructor: Amit G. Pandya, M.D.</td>
<td></td>
<td>PA = 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RN = 8</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DIS = 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Administ = 1</td>
<td></td>
</tr>
<tr>
<td><strong>October</strong></td>
<td>24, 2000</td>
<td><strong>Wet Mounts &amp; Gram Stains</strong></td>
<td>8</td>
<td>TX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Instructor: Edward Bannister, Ph.D.</td>
<td></td>
<td>Texas Woman’s University – Family NP Program</td>
<td>NP - 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NP - 8</td>
<td></td>
</tr>
<tr>
<td><strong>October</strong></td>
<td>26, 2000</td>
<td><strong>Wet Mounts &amp; Gram Stains</strong></td>
<td>8</td>
<td>TX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Instructor: Edward Bannister, Ph.D.</td>
<td></td>
<td>Texas Woman’s University – Family NP Program</td>
<td>NP - 8</td>
</tr>
<tr>
<td><strong>November</strong></td>
<td>2, 2000</td>
<td><strong>Wet Mounts &amp; Gram Stains</strong></td>
<td>6</td>
<td>TX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Instructor: Edward Bannister, Ph.D.</td>
<td></td>
<td>Texas Woman’s University – Family NP Program</td>
<td>NP - 6</td>
</tr>
</tbody>
</table>
**Third Quarter** courses, dates, participants in cumulative courses, conducted by the Dallas STD/HIV PTC (Continued):

* = On-site Course  † = Off-Site Course

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Title</th>
<th>#’s</th>
<th>Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>*October</td>
<td>27–28,2000</td>
<td><strong>STD Update</strong></td>
<td>103</td>
<td>Participants</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Instructors: Drs. Agrawal, Berggren, AR - 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dekat, Eichhorn, Haley, Hardy, Jain, LA - 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Keiser, Luby, Race, Revankar, Sinclair, OK - 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Schwarz, Smith, Wendel, Werner TX - 88</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Guest Faculty: Ms. Blocker, Mr. Davis, IL - 1</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Mr. Hutcheson, Mr. Mayfield NJ - 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DO MD PhD PA NP BSN/RN LVN BA/S</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 37 2 5 9 29 5 14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*October 30 - November 10, 2000

**STD Clinician Training**  
**Course-Comprehensive**  
8 Participants

<table>
<thead>
<tr>
<th>DO/MD = 2</th>
<th>NP = 3</th>
<th>RN = 3</th>
</tr>
</thead>
</table>

*November 10, 2000

**Hepatitis in the New Millennium**  
164 Participants

<table>
<thead>
<tr>
<th>DO/MD = 25</th>
<th>PA = 7</th>
<th>NP = 13</th>
<th>RN = 45</th>
<th>LPN = 14</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIS = 5</td>
<td>Health Educator = 6</td>
<td>HIV = 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative = 10</td>
<td>Laboratory = 2</td>
<td>Other = 31</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Summary of Training Hours Delivered May 1 – December 31, 2000

**Part I, Clinical and Laboratory Training Center**  
**Dallas, Texas**

| Course Hours Delivered | Training Hours Delivered | Practicum Hours Delivered*
|------------------------|--------------------------|---------------------------
| (Class Hours)          | (Class Hours x Students) | (Clinical/Laboratory Practicum) |
| 269.5 Hours            | 6,365 Training Hours     | 920 ‘Hands-on’ Hours       |

[*Not including Med/NP Students*]

### Dallas Student Data

<table>
<thead>
<tr>
<th>Total Number Trained</th>
<th>State of Origin</th>
<th>Professional Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>768 Participants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>U.S.P.H.S., Region VI (89.45%)</td>
<td>AR = 37</td>
<td>DO/MD = 252</td>
</tr>
<tr>
<td></td>
<td>LA = 41</td>
<td>NP = 71</td>
</tr>
<tr>
<td></td>
<td>NM = 26</td>
<td>PA = 27</td>
</tr>
<tr>
<td></td>
<td>OK = 23</td>
<td>BSN/RN=138</td>
</tr>
<tr>
<td></td>
<td>TX = 560</td>
<td>LVN = 35</td>
</tr>
</tbody>
</table>

| Out of Federal Region (10.54%) | Midwife = 3       |
|                               | BA/S = 55         |
|                               | Med Tech= 27      |
|                               | HIVCouns=20       |
|                               | HealthEd= 44      |
|                               | Admin = 55        |
|                               | DIS = 50          |
|                               | Student = 53      |
|                               | CaseMan = 2       |
|                               | Outreach=15       |
|                               | CommPlan= 4       |
|                               | SocialW = 17      |

### Organization of Origin Designated by Student

| Non-Care Community Based Organization = 25 |
| Government Public Health Clinic = 424    |
| University/College = 88                  |
| Family Planning = 2                     |
| Managed Care Organization = 5            |
| Private Practice = 128                  |
| Clinical Laboratory = 6                  |
| Corrections = 21                        |
| Military = 3                            |
| IHS = 13                                |
| Migrant Health Clinic = 1               |
| Other = 52                              |
U.S.P.H.S., Region VI, Training Center Objectives

The STD/HIV PTCs support the nation’s STD/HIV clinical services by equipping providers with the basic knowledge, attitudes, and skills necessary to impact STD/HIV morbidity and mortality in respective communities. The Draft for Public Comment: Healthy People 2010, Number 21, HIV, and Number 25, Sexually Transmitted Diseases, are the basis for which STD/HIV PTC training is performed.

Healthy People 2010, Number 21, HIV, Goal: Prevent HIV transmission and associated morbidity and mortality by (1) ensuring that all persons at risk for HIV infection know their serostatus, (2) ensuring that those persons not infected with HIV remain uninfected, (3) ensuring that those persons infected with HIV do not transmit HIV to others, and (4) ensuring that those infected with HIV are accessing the most effective therapies possible.”

Outcome Objective 1 – A. By April 1, 2010, 90 percent of managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to name a minimum of three socio-sexual behaviors placing patients ‘at risk’ of HIV infection and in need of testing and behavioral counseling.

<table>
<thead>
<tr>
<th>Outcome Objective 1 – A*</th>
<th># Achieved in Survey</th>
<th>% Achieved in Survey</th>
</tr>
</thead>
<tbody>
<tr>
<td>90%</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

*To be measured in survey.

Outcome Objective 1 – B. By April 1, 2001, 500 managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to name a minimum of ulcer-producing, or inflammatory producing, STDs that synergistically transmit HIV/STD.

<table>
<thead>
<tr>
<th>Outcome Objective 1 – B</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 Clinicians</td>
<td>414 (BB1’s)/541 (Actual)</td>
<td>82.8% (BB1’s)/108.2% (Actual)</td>
</tr>
</tbody>
</table>

Impact Objective 1 – A. By April 1, 2010, 90 percent of managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will offer HIV testing to 100 percent of identified ‘at risk’ HIV/STD patients.

<table>
<thead>
<tr>
<th>Impact Objective 1 - A</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 %</td>
<td>414 (BB1’s)/541 (Actual)</td>
<td>82.8% (BB1’s)/108.2% (Actual)</td>
</tr>
</tbody>
</table>
Impact Objective 1 – B. By April 1, 2001, 500 (total) managed care clinicians, primary care clinicians, jail/prison clinicians, adolescent clinicians, and infectious diseases specialists will be able to name a minimum of one current, CDC, recommended HIV multi-drug therapy options available for HIV possible patients.

<table>
<thead>
<tr>
<th>Impact Objective 1 – B</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>414 (BB1’s)/ 541 (Actual)</td>
<td>82.8% (BB1’s)/ 108.2% (Actual)</td>
</tr>
</tbody>
</table>

Process Objective 1 – A. By April 1, 2010, 90 percent of managed care clinicians, primary care clinicians, infectious diseases specialists, adolescent clinicians, and obstetrics and gynecologists in USPHS, Region VI, will have received a current CDC, MMWR, USPHS/IDSA Guidelines for Prevention of Opportunistic Infections in Persons Infected with Human Immunodeficiency Virus.

<table>
<thead>
<tr>
<th>Process Objective 1 - A</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>90%</td>
<td>414 (BB1’s)/ 541 (Actual)</td>
<td>2%</td>
</tr>
</tbody>
</table>

Process Objective 1 – B. By April 1, 2001, a minimum of 350 managed care clinicians, primary care clinicians, infectious diseases specialists, jail/prison clinicians, and obstetrics and gynecologists in USPHS, Region VI, will attend an HCV Clinician Update, HIV Clinician Update, and STD Clinician Update.

<table>
<thead>
<tr>
<th>Process Objective 1 – B</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>350</td>
<td>147</td>
<td>42%</td>
</tr>
</tbody>
</table>

Process Objective 1 – C. By April 1, 2001, a minimum of 50 managed care clinicians, primary care clinicians, infectious diseases specialists, jail/prison clinicians, and obstetrics and gynecologists in USPHS, Region VI, will attend a Comprehensive Clinician Course.

<table>
<thead>
<tr>
<th>Process Objective 1 – C</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>17</td>
<td>34%</td>
</tr>
</tbody>
</table>

Process Objective 1 – D. By April 1, 2001, a minimum of 750 managed care clinicians, primary care clinicians, infectious diseases specialists, jail/prison clinicians and obstetrics and gynecologists in USPHS, Region VI, will attend a satellite STD/HIV course and STD/HIV “Road Show.”

<table>
<thead>
<tr>
<th>Process Objective 1 – D</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>750</td>
<td>224</td>
<td>29.86%</td>
</tr>
</tbody>
</table>
Healthy People 2010, Number 25, Sexually Transmitted Diseases, Goal: “A society where healthy sexual relationships, free of infection as well as coercion and unintended pregnancy, are the norm.”

Outcome Objective 2 – A. By April 1, 2010, 90 percent of managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to name five of the most prevalent bacterial, fungal, protozoal, and viral STDs in this region.

<table>
<thead>
<tr>
<th>Outcome Objective 2 - A</th>
<th># Achieved this grant Period</th>
<th>% Achieved this grant Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>90%</td>
<td>360</td>
<td>2%</td>
</tr>
</tbody>
</table>

Outcome Objective 2 – B. By April 1, 2001, 60 managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to achieve a minimum of a 40 percent increase in STD/HIV knowledge after attending an “STD Comprehensive, Intensive and Laboratory Methods Course,” as measured in a pre/post knowledge examination.

<table>
<thead>
<tr>
<th>Outcome Objective 2 – B</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>22 of 23 Students &gt;+40%</td>
<td>95.65%</td>
</tr>
</tbody>
</table>

Impact Objective 2 – A. By April 1, 2001, 500 managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to perform male and female (including bimanual examinations) STD examinations with 80 percent proficiency, as measured in a skills self-evaluation instrument.

<table>
<thead>
<tr>
<th>Impact Objective 2 – A</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>414 (BB1’s)/541 (Actual)</td>
<td>82.8% (BB1)</td>
</tr>
</tbody>
</table>
Impact Objective 2 – B. By April 1, 2001, 60 managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to achieve a minimum of 40 percent increase in STD/HIV knowledge after attending an “STD Comprehensive, Intensive and Laboratory Methods Course,” as measured in a pre/post knowledge examination.

<table>
<thead>
<tr>
<th>Impact Objective 2 – B</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>22 of 23 Students &gt;40%</td>
<td>95.65%</td>
</tr>
</tbody>
</table>

Impact Objective 2 – C. By April 1, 2001, 60 managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to state the therapeutic and medical follow-up recommendations in the current CDC Treatment Guidelines for Chlamydia trachomatis, HSV, Neisseria gonorrhoeae, and Treponema pallidum, after attending an “STD Comprehensive, Intensive and Laboratory Methods Course,” as measured in a pre/post knowledge examination.

<table>
<thead>
<tr>
<th>Impact Objective 2 – C.</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>32</td>
<td>53.3%</td>
</tr>
</tbody>
</table>

Process Objective 2 – A. By April 1, 2001, 350 managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to name the minimal diagnostic criteria and therapies available for HCV, HSV, and HIV viral infections after completing an “HCV and HIV/AIDS Update Course” at UT Southwestern, as measured in a post course self-assessment instrument.

<table>
<thead>
<tr>
<th>Process Objective 2 – A.</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>350</td>
<td>209</td>
<td>59.71%</td>
</tr>
</tbody>
</table>

Process Objective 2 – B. By April 1, 2001, 200 medical students, nurse practitioner students, fellows, and residents located in USPHS, Region VI, will be able to perform an STD/HIV risk assessment, physical examination, and laboratory evaluation, as measured in a post course self-assessment instrument, by the end of an 8 – 12 hour clinical practicum rotation.

<table>
<thead>
<tr>
<th>Process Objective 2 – B.</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>200</td>
<td>44</td>
<td>22%</td>
</tr>
</tbody>
</table>
Process Objective - C. By April 1, 2001, 12 laboratory technicians located in USPHS, Region VI, will be able to perform Gram stains, wet preps, RPRs, and darkfield examinations with 90 percent accuracy, as measured in a laboratory practical examination after completing an “STD STAT Laboratory Methods Course.”

<table>
<thead>
<tr>
<th>Process Objective 2 – C.</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>6</td>
<td>50%</td>
</tr>
</tbody>
</table>

Process Objective 2 – D. By April 1, 2001, 500 managed care clinicians, primary care clinicians, public health clinicians, infectious diseases specialists, jail/prison clinicians, adolescent clinicians, and obstetrics and gynecologists located in USPHS, Region VI, will be able to explain in writing why it is important to screen all “at risk” STD/HIV patients for the five most prevalent STDs in their geographical area at the conclusion of an “STD/HIV Road Show,” as measured in a post course self-assessment instrument.

<table>
<thead>
<tr>
<th>Process Objective 2 – D.</th>
<th># Achieved this grant period</th>
<th>% Achieved this grant period</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>191</td>
<td>38.20%</td>
</tr>
</tbody>
</table>

2. Program Objectives and Narrative Year 02

A. Objectives and activities for Year 02 of this grant period will be similar to the original application except for the new objective to perform Syphilis Elimination Workshops in East Texas (2-4) and Louisiana (2). The satellite training center in Little Rock, Arkansas, is a top priority for Year 02 of the grant cycle, pending CDC approval. In Year 02 of the grant cycle, we will perform three, two-week ‘Comprehensive,’ six ‘Intensive,’ two Lab Methods, four Quarterly Seminars, one STD Update, one HIV/AIDS Update, and two HCV Updates.

We anticipate a minimum of 10 - 12 STD ‘road show’ workshops in DuPage County, Wheaton, Illinois (1); The Navajo Nation, Gallup, New Mexico (1); North Dakota (1); Jackson, Mississippi (1) (in collaboration with Florida); Jacksonville/Nacogdoches/Longview/Tyler (4 workshops in TDH Region 4 & 5, North), Texas; Houston (1), Texas; Pine Bluff (1), Arkansas; and Shreveport (1), or, New Orleans (1), Louisiana. These workshops were requested by state/local telephone contacts and a PTC Advisory Committee Survey and needs assessment. This PTC has increased needs assessment and marketing to H.R.S.A. funded primary care clinics, jails, and prisons. Dallas works closely with five regional state health departments, monitoring disease control program activities, and providing training support upon request.
B. Emerging Training Needs in U.S.P.H.S., Region VI, PTC  [Courses listed below are additive to our regularly scheduled courses at the PTC]

Priority 0: Arkansas – Louisiana – East Texas

Top priority in Year 02 of the grant cycle is to open a satellite training center in Little Rock, Arkansas. This site will train Arkansas STD/HIV Control Program employees and H.R.S.A.-funded primary care, jail, prison, and private health care providers in Arkansas, Louisiana, and northeast Texas.

Priority 0: Arkansas – Louisiana – East Texas

High STD morbidity exists in U.S.P.H.S., Region VI, and this morbidity enhances HIV transmission. State and local governmental response has been to cut disease control budgets, or privatize services. The Northwest Regional Health Center, STD/HIV Clinic, Louisiana Department of Health and Hospitals, 1031 Creswell Street, Shreveport, Louisiana, formerly proposed as a dedicated STD/HIV satellite partner, has been closed. The remaining clinical and epidemiological staff was moved to the Caddo Parish – Shreveport Health Unit, 1035 Creswell Street, Shreveport, Louisiana. The former STD/HIV Clinic is now entitled, the “Walk-In Clinic.” It is a parish-based, primary care clinic, integrating STD/HIV care into a primary care setting. STD/HIV clerical staff was eliminated and disease intervention staff (DIS) performs DIS and clerical staff duties.

Shreveport, Louisiana Course - Willis-Knighton Corporation, a private health care agency, has acquired public health functions and other managed care agencies in the northern Louisiana/Shreveport area. This PTC is in communication with Ms. Laverne Carley, Health Educator, Willis-Knighton, Ms. Rosalyn Ferris, N.P., and Mr. Dennis Dans, DIS Supervisor, Caddo Parish – Shreveport Health Unit. We project at least one managed care-based Syphilis Elimination Workshop in the Shreveport, or northern Louisiana area, in Year 02 of the grant cycle.

New Orleans, Louisiana Course - The Dallas PTC is in communication with Mr. Dennis Dorst, Public Health Advisor, and Mr. Jimmy Scioneaux, State Representative, Louisiana Department of Public Health and Hospitals, New Orleans, and we project a FY 02 Syphilis Elimination Workshop in the New Orleans/southern Louisiana area.

Jackson, Mississippi Course - The Dallas PTC, Part I, the Tampa PTC, Part I, and the Mississippi Department of Health, project a collaborative STD Workshop in Jackson, Mississippi, on or about June 14 – 15, 2001. Mr. Craig Thompson, Mississippi Public Health Advisor, Mr. Calvin Doss, Florida PTC, and Mr. Tom Davis, Dallas PTC, are planning this
activity. Jackson is convenient for providers in central and northern Mississippi and Louisiana.

**Dallas, Texas Course** - The Dallas PTC will continue to host Dallas Syphilis Elimination meetings, and will perform one additional Syphilis Elimination Course for community-based organizations in the Dallas area.

**Houston, Texas Course** – The Dallas PTC, Part I, has communicated with Mr. John Paffel, Public Health Advisor, about further Syphilis Elimination Workshops in Houston. We anticipate one workshop in Houston, Texas, within Year 02 of this grant cycle.

**Jacksonville/Longview/Nacogdoches/Tyler, Texas Courses** - The Dallas PTC, in response to a Texas Department of Health, Region 4 & 5 North, STD/HIV Program Review Team request, will perform 2 - 4 Syphilis Elimination Workshops. There was a 1999 syphilis outbreak in the area.

STD workshops are projected in **Hope and Pine Bluff, Arkansas**, by the end of Year 01, to market the Little Rock satellite training site.

**Priority 3 Native-American Providers**

The Navajo Nation – The Dallas PTC will perform an STD workshop requested by Mr. Larry Foster, of The Navajo Nation, in Gallup, New Mexico. Dates and content are to be determined. Ms. Rachel Pacheco, R.N., Infertility Consultant, has requested the Dallas PTC collaborate on another workshop in the Dakotas or Wisconsin for Native-American health care providers in FY 02. Oklahoma Native-American and private providers will be surveyed in the next year.

**C. Collaborative Partners in fiscal Year 02:**

- Arkansas Department of Health – **Satellite Training Center**, Pulaski County Health Department, Little Rock, AR
- Arkansas Syphilis Elimination Project, Little Rock, AR
- Collaborative STD Update to be performed in Jackson, MS, June 14 – 15, 2001, with the Tampa, FL, Part I, PTC
- DuPage County Health Department, **3rd Annual STD Update**, Wheaton, IL, with the St. Louis, MO, Part I, Clinical Training Center, and Cincinnati, OH, Part I, Clinical Training Center
- Dallas County HHS, Syphilis Elimination Project & Part III, **Partner Referral Training**, Dallas, TX
- Houston Department of Health, Syphilis Elimination Project, Houston, TX
- Louisiana Department of Health, Syphilis Elimination, New Orleans, LA
Willis-Knighton Health Care Corporation, **STD Workshop**, Primary Care Clinics, Shreveport, LA

Texas Department of Health, **STD/HIV Training Branch**, Austin, TX

University of Texas Southwestern Medical Center at Dallas, **OB/GYN Advanced Nurse Practitioner Training Program**, Dallas, TX [NP clinical rotation and laboratory methods courses]

Texas Woman's University, **Family Practice Nurse Practitioner Training Program**, Dallas, TX [NP clinical rotation & laboratory methods courses]

University of Texas Southwestern Medical Center at Dallas, **Aston Clinical Liver Research Center**, Dallas, TX [2 didactic and one clinical practicum rotation for 12 clinicians]

University of Texas Southwestern Medical Center at Dallas, **Infectious Diseases Fellowship Program**, Dallas, TX

University of Texas Southwestern Medical Center at Dallas, **Senior Medical Student STD/HIV Lecture Series**, Dallas, TX

The U.S.P.H.S., Indian Health Service (IHS), and The Navajo Nation, Gallup, NM

The Dallas STD/HIV PTC, Part I, collaborates with the Albany Medical Center, New York State Department of Correctional Services, New York Virgin Islands AIDS Education & Training Center, and the New York State Centers for STD/HIV Prevention Training, promoting a national satellite series entitled, *Primary Care of the HIV-Infected Incarcerated Patient, January 30, 2001*.

**D. Quadrant – Specific Collaborative Training Efforts (Public/Private Partners) Proposed for FY 02**

**Part I, Clinical Training & Part III, Partner Referral Services Collaboration:** Texas Department of Health, STD/HIV Control Division, Austin, Texas, has subcontracted to the Dallas County Health and Human Services Department, to provide partner referral training. The Part I, Clinical Services, and Part III, Partner Referral Services, will be collaborating and based in current PTC facilities.

Quadrant specific training is projected with the **Tampa, Florida, Part I, Clinical Training Center**, performing an STD Workshop in Jackson, Mississippi, June 14 – 15, 2001.

The Dallas PTC is collaborating with the **Cincinnati and St. Louis PTCs, Part I’s, and the DuPage County Health Department**, Wheaton, Illinois. This is the “3rd Annual STD Workshop,” and we hope to facilitate a recognition of STD/HIV training resources in the Illinois region. The program may become self-sustaining if regional expert sources collaborated from local, state, public, private and NNPTC resources. This has occurred with Project UNIDOS – 2000, since 1981, at New Mexico
State University in Las Cruces, New Mexico. This project was begun in 1981 by the Dallas PTC and New Mexico Department of Health. The program has become a regional, semi-annual workshop funded by the New Mexico Department of Health for New Mexican, West Texan and Mexican health professionals. These regional STD Updates are intended to encourage STD/HIV training resource development and programs to use scientifically-based standards of care and monitor Quality of Care provided in regional STD/HIV clinical settings.

E. Advisory Group Activity: The U.S.P.H.S., Region VI, Advisory Committee met October 10, 2000, via a telephone conference with all current members in attendance. Two Louisiana members did not attend this telephone conference and have resigned from public health. Ms. Rosalyn Ferris, N.P., Shreveport, Louisiana, has replaced one of the vacant Advisory Committee member positions.

A follow-up fax needs assessment survey to identify Advisory Committee Members was conducted of the PTC Advisory Committee members on October 17, 2000, to enhance feedback on agenda items requested in the teleconference.

Telephone and electronic (e-mail) surveys of selected Advisory Committee Members, project representatives, program managers, clinical managers, and disease intervention staff managers were performed in the preparation of this application.

F. Fees: The Dallas PTC, Part I, Clinical Services, does not charge for any STD/HIV/Hepatitis courses performed at the PTC site, nor for STD "road shows."

UT Southwestern Medical Center at Dallas charges fees for two courses -- the STD Update and HIV/AIDS Update. Hepatitis courses at UT Southwestern are free for all TDH contracting providers, charging only for private or out-of-state private/public providers. Course fees are charged at UT Southwestern to cover food (two breaks, lunch for two days), syllabi, guest lecturer’s honoraria, printing, etc., costs.
3. BUDGET AND JUSTIFICATION

Personnel.......................................................... $242,434

These funds support salaries, fringe benefits, and indirect costs for the Program Manager, Administrative Coordinator, STD Nurse Clinician, and STD Laboratory Technician, at the Dallas County Health and Human Services Department, STD/HIV Prevention Training Center. Twenty-one additional county staff teach as “in-kind” support. Dallas County provides a 4,500 square foot facility, including a microbiology training facility, computer training facility, large lecture hall and satellite and videoconferencing capability as “in-kind” support. The individual responsible for STD Medical and Laboratory Services Training (Part I), and authority to manage and coordinate training activities at all clinical training sites is the Program Manager, Tom Davis. The administrative record systems, data collection systems, distance learning, and other administrative responsibilities are assigned to Ms. Mabel Davis, Administrative Coordinator.

Salaries:

a. Program Manager (100%).................................. $59,892
b. Administrative Coordinator (100%)...................... $43,224
c. STD Nurse Clinician (100%)............................... $39,804
d. STD Laboratory Technician (100%)...................... $31,116

Subtotal $174,036

Dallas County maintains activity reports (time sheets) on file for all members compensated under this grant, reflecting the total activity for which employees are compensated and required in fulfillment of obligations under this organization.

<table>
<thead>
<tr>
<th>Title</th>
<th>Position</th>
<th>% of Time</th>
<th>Certification/License Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Program Manager</td>
<td>Filled 1980</td>
<td>100%</td>
<td>BA/S min.; MPH preferred; min. 5yrs. STD experience</td>
</tr>
<tr>
<td>b. Administrative Coordinator</td>
<td>Filled 1979</td>
<td>100%</td>
<td>AD/BA preferred; 5-7 years STD experience</td>
</tr>
<tr>
<td>c. Nurse Clinician</td>
<td>Vacant</td>
<td>100%</td>
<td>BA/S min.; TX Nursing License</td>
</tr>
<tr>
<td>d. Laboratory Technician</td>
<td>Filled 1985</td>
<td>100%</td>
<td>BA/S min.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Salary</th>
<th>% Funds Requested</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. $4,991</td>
<td>100%</td>
<td>Administer, evaluate, market,</td>
</tr>
</tbody>
</table>
b. $3,602 100%  
   Assist above, etc.

c. $3,317 100%  
   Precept med students, residents, fellows, MDs, PAs  
   NPs, RNs, etc. Salary covers 19 other Dallas County “in-kind” clinical preceptors to teach at no cost to the grant.

d. $2,593 100%  
   Teach Lab Methods in support of STAT Lab & students listed above.  
   This salary obtains in-kind instruction from Laboratory Director (15% time) and three other Lab Techs.

e. Fringe Benefits.......................... $68,398  
   Social Security .......................... $30,717  
   Retirement ................................ $12,182  
   Worker’s Comp. ........................... $4,299  
   Health Insurance ......................... $15,980  
   Merit Increase x 6 Mos. @ 6% ............. $5,220  
   Subtotal ................................. $68,398

Travel.............................................. $11,463

Travel reimbursement for Dallas County and USPHS, Region VI, are $100/day for room, $35/day for food and $.32.5/mile. This project is responsible for STD/HIV training activities in USPHS, Region VI.

a. Funds in the amount of $5,173 are requested for out-of-state travel for the PTC Program Manager, Administrative Coordinator, Clinic Manager, and Laboratory Director to travel to implement the opening of a second PTC clinical training site at the Pulaski County Health Department, Little Rock, Arkansas.
   Mileage ($.33 x 646 round-trip miles / 4 trips).....$ 853  
   Room ($100/day x 8 days x 4) ..................... $3,200  
   Food ($35/day x 8 days x 4) ....................... $1,120  
   Subtotal ...................................... $5,173
Travel (Continued)

b. Funds in the amount of $3,270 are requested for out-of-state travel for the PTC Program Manager, Clinic Manager, and Administrative Coordinator to travel to the National STD Conference, March 4 – 7, 2002, in San Diego, California.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Fare ($500 x 3)</td>
<td>$1,500</td>
</tr>
<tr>
<td>Room ($100/day x 4 days x 3)</td>
<td>$1,200</td>
</tr>
<tr>
<td>Food ($35/day x 4 days x 3)</td>
<td>$ 420</td>
</tr>
<tr>
<td>Other ($50 x 3 = taxi, parking, etc.)</td>
<td>$ 150</td>
</tr>
</tbody>
</table>

Subtotal $3,270

Office/Training Supplies

Funds in the amount of $2,450 are requested for office/training supplies in the support of the fifteen PTC-based courses and twelve “road shows.”

Equipment

Funds in the amount of $530 are requested for 2 units, 250 MB, Iomega, Internal ZIP Drive ($150 x 2 units = $300); 4 discs, 250 MB, Iomega ZIP cartridges ($15 each x 2 = $30).

b. Funds in the amount of $200 for Question © Software for annual USPHS, Region VI-wide, needs assessment and other survey designs and tabulation of data.
Other.......................................................... $ 6,400

a. Funds in the amount of $3,200 are requested for postage/shipping costs for pre/post course needs assessment, evaluations, course fliers, marketing, materials shipping, etc., for the following: 3 Comprehensive, 6 Intensive, 2 Lab Methods, 12 “STD Road Shows,” 4 Quarterly Seminars, STD Update, HIV Update, USPHS, Region VI, survey of private providers and dissemination of new CDC Treatment Guidelines and Program Operations Guidelines.

b. Funds in the amount of $2,250 are requested for printing costs.

c. Funds in the amount of $300 are requested for Internet connections.

d. Funds in the amount of $650 are requested for continuing education course fees for fourteen preceptors to attend STD/HIV continuing education.

Contractual..................................................$ 193,174

a. Funds in the amount of $167,024 are requested for subcontract with The University of Southwestern Medical Center at Dallas, Department of Internal Medicine, Infectious Diseases Division, James P. Luby, M.D.

1. Personnel Salaries
   a. 20%, Professor (FTE $163,000) – Preparation & Teaching $ 32,600
   b. 70%, Assistant Professor (FTE $116,000) - Preparation & Teaching $ 81,200
   c. 15% Administrative (FTE $38,256) Preparation $ 5,738

   Subtotal $119,538

   d. Fringe Benefits
       20% Professor, Fringe Benefits $ 6,194
       70% Assistant Professor, Fringe Benefits $ 15,428
       15% Administrative Fringe Benefits $ 1,492

   Subtotal $ 23,114

Maintenance and Operation:

STD Update clinical training course for clinicians (CME course) $5,000
General administrative supplies related to project $3,000

Subtotal $8,000

Travel:

Travel to satellite training center in Little Rock, AR $4,000
Travel to NNPTC Meeting (site to be designated)
Travel to 2002 National STD Prevention Conference, San Diego, CA, March 4 – 7, 2002

Subtotal $ 4,000
Direct Costs (Subtotal) $154,652
Indirect Costs 8% $12,372
TOTAL $167,024

b. Funds in the amount of $1,650 are requested for a subcontractor with one Adjunctive Lecturer in STD/HIV clinician courses as training requires multiple disciplines. The Department of Internal Medicine, Infectious Diseases Division, and Department of Obstetrics-Gynecology, UT Southwestern, provide core instructional staff, but it is necessary to hire one microbiologist for curricula needs. General medical providers in the community would not be current enough to instruct on standards of care acceptable to CDC. This modicum of pay is for preparation and lecture only; no mileage, parking, or per diem are paid to this instructor. Compensation is $50/Hr. for Master's level of instruction, and is below prevailing community standards.

<table>
<thead>
<tr>
<th>Specialty</th>
<th>Instructional Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microbiologist*</td>
<td>3 Hrs. x 11 courses</td>
<td>$50</td>
<td>$1,650</td>
</tr>
</tbody>
</table>
*Graduate student @ UT Southwestern

c. Funds in the amount of $20,000 for start-up costs of an STD/HIV Medical and Laboratory Services Prevention Training Center, Site II, in a subcontract with the Arkansas Department of Health, Little Rock, Arkansas. Start-up costs are intended to contract with Arkansas Medical Center at Little Rock faculty, purchase STD clinical and laboratory training equipment, train clinical and laboratory preceptors, and travel to one CDC STD/HIV Prevention Training Center National Network meeting in FY 02. The Arkansas PTC, Site II, will perform a minimum of two, one-week Comprehensive STD Clinician Courses for sixteen participants no later than March 31, 2002.

d. Funds in the amount of $4,500 are requested for a subcontract with the University of Cincinnati, Office of Continuing Education, for the provision of Continuing Medical Education credit as required in the grant announcement.

CME certification for 9 courses x $500/course = $4,500

Total Direct Costs ................................................................. $456,451
Total Indirect Costs (31% of salaries) .................................... $53,951
Part I – GRAND TOTAL .................................................................. $510,402
January 8, 2001

To: Commissioners Court

From: Dan Savage

Subject: Parking Garage Feasibility Study

Background
The George Allen Parking Garage has just over 500 parking spaces. Currently there is a waiting list of about 100 people who wish to purchase monthly passes to use this garage. With the construction of the new arena complex to the north it is likely that additional development will occur around the County’s downtown complex of buildings. This development may take away space currently used for parking lots, and, thus, create demand for more parking spaces. At the same time an effort is underway to redo the plaza blocks to create a more attractive and inviting public space. If another underground parking garage needs to be built, it must be undertaken before the plaza area is redeveloped.

Vidaud and Associates Incorporated currently is under contract to provide the County with architectural and engineering services on small County projects. Vidaud has been asked to provide a proposal for a “Feasibility Analysis” for an underground parking garage under the block bounded by Main, Market, and Elm Streets and the Records Building. This analysis addresses two issues: (1) the potential parking garage and (2) the depression of Main Street between the two plaza blocks.

Impact On Operations
This feasibility study is needed to determine the viability of a second underground parking garage and to determine if it is economically feasible to depress Main Street between the two plaza blocks. The parking garage feasibility needs to be determined before the plaza area is redeveloped.
**Financial Impact**
The proposal involves two tasks. The total cost is $41,800, plus $165, for reimbursables. The cost of depressing Main Street is likely to be in excess of $10,000,000, because of the number of intersections that will have to be bridged to the east. This task could be excluded from the study if the Court chose not to undertake it. Funds for this study are available in the FY2001 Capital Improvement Program.

**M/W BE**
Vidaud and Associates is a certified minority business firm.

**Legal**
This work order will be issued under the County’s Indefinite Quantity Contract for Architectural and Engineering Services.

**Recommendation**
I recommend that the Commissioners Court award work order # 4 to Vidaud and Associates, Incorporated for the “feasibility analysis” of the underground parking garage as described in the attached proposal for the amount of $41,800, with an allowance of $165, for reimbursables and authorize County Judge Lee F. Jackson to execute the work order on behalf of Dallas County.

Recommended by

Dan Savage
Assistant Administrator for Operations
December 27, 2000

Mr. Dan Savage
Assistant Administrator for Operations
Dallas County Commissioners Court Administration
411 Elm Street, 3rd Floor
Dallas, TX 75202-3317

Re: Proposal for a Feasibility Analysis for the Dallas County Underground Parking Garage
VAI Project No. 20017.006 (Revision No. 1)

Dear Mr. Savage:

Vidaud + Associates Inc. is pleased to submit this proposal to provide professional transportation engineering services to assist Dallas County with the development of a feasibility analysis for an underground parking garage. The proposal is based on your letter dated September 20, 2000. We have retained the services of DeShazo, Tang & Associates to provide key services for this analysis.

SCOPE OF SERVICES

Our scope of services includes the tasks described below.

**Phase I – Parking Garage Feasibility Study**

**TASK 1 - Research**

1.1 Conduct appropriate reconnaissance to become familiar with the candidate parking garage site.

1.2 Research any available master plan for the Dallas County Government Center Complex.

1.3 Review earlier parking garage plans for the county complex.

1.4 Review the goals and objectives of Dallas County concerning the planned parking garage.

1.5 Research the daily operational and financial records of the existing county government center parking for a five-year period. (Data to be provided in electronic spreadsheet format by Dallas County.)

1.6 Define a study area for the parking analysis.

**TASK 2 - Parking Inventory**

2.1 Conduct an inventory of the parking supplies and parking fees within the study area.

2.2 Conduct counts of the accumulation of parked vehicles within the study area on a normal weekday, Saturday, and Sunday.

2.3 Identify planned changes in the parking supply in the study area.
TASK 3 - Parking Generators

3.1 Identify existing land uses in the study area.

3.2 Contact property owners in the study area relative to plans for redevelopment of property and provisions for parking.

3.3 Identify project land use changes in the study area.

TASK 4 - Parking Demand

4.1 Estimate the existing latent parking demand within the study area.

4.2 Estimate the projected change in parking demand within the study area based upon information gathered in Tasks 2 and 3. The changes demand will be determined for Year 1 through Year 20 of the feasibility analysis.

4.3 Consider the impact of DART in the analysis.

TASK 5 - Conceptual Design for Parking Garage

5.1 Develop conceptual design for an underground parking garage to address projected demand and County's goals. The design will include the garage:

- Garage geometry (relationship between stall width, bay width, and parking angle)
- Access system
- Circulation system
- Ramping system
- ADA parking requirements
- Parking management/control system
- Connection to existing Dallas County garage
- Consider access requirements for existing and proposed garages

5.2 Estimate the development cost for the candidate parking garage.

5.3 Compare the development cost for the candidate underground garage with the development cost of a 500-space above-grade garage developed on another site.

TASK 6 - Economic Analysis

6.1 Estimate the anticipated revenue generated by the candidate garage.

6.2 Analyze the economic feasibility of the candidate garage.

TASK 7 - Report

7.1 Report the analysis and findings derived from the above tasks in a Technical Memorandum.

TASK 8 - Meetings

8.1 Attend meetings with Dallas County to present the findings of the study.
Phase II – Cursory Review of Depressed Main Street Concept

**TASK 9 - Research**

9.1 Research concept plan for depressing Main Street between the Plaza blocks.

**TASK 10 - Main Street Depression**

10.1 Determine the optimum percent grades for the lowering of Main Street in the Plaza area.

10.2 Determine the length of the transition required for the east and west ends of the Main Street depression.

10.3 Identify the cross-street structures and other crossovers required as a result of the lowering of Main Street.

10.4 Review utility conflicts as a result of the lowering of Main Street.

10.5 Assess the impacts to property access and traffic circulation under the proposed recessed-Main Street concept.

10.6 Summarize the background, analysis, and findings of Task 10 in a Technical Memorandum.

**FEE FOR SERVICES**

VAI proposes to provide the above described services, excluding reimbursable costs, for an amount as set forth below and on the attached proposal form. Items of services set forth in the proposal will constitute the scope of services provided. These services may be provided on either a lump sum basis or as a Not to Exceed amount in accordance with the terms of the contract.

Phase I - $34,500.00

Phase II - $7,300.00

Total: $41,800.00

**PROJECT SCHEDULE**

Phase I - 45 calendar days after NTP

Phase II - 30 calendar days after County approval of Phase I

**DELIVERABLES**

Three (3) copies of each Technical Memorandum. The memorandums will be in 8.5 x 11 bound format with graphics or foldout drawings as necessary to communicate the required information.

**ASSUMPTIONS**

The County will assist VAI with the acquisition of plans and data noted in Task 1.2, 1.3, 1.4, 1.5 and 9.1.

VAI will endeavor to conform to the schedule outlined, but will not be responsible for delays due to circumstances beyond our control. The proposed schedule allows for limited delays due to weather and such usual causes for delay, but may not account for all possible delays.
VAI will not be responsible for preparation of "as-built" documentation of existing facilities. Field investigations and drawing preparation of existing conditions will be limited to the extent required for this study.

VAI will not be responsible for the identification and removal of any hazardous materials such as asbestos, PCB, petroleum, or other regulated materials.

We are prepared to begin upon approval of our proposal. Vidaud + Associates Inc. is pleased to have this opportunity to serve Dallas County again and looks forward to our ongoing relationship. Feel free to contact us if you have questions.

Timothy D. Strucely, AIA
Project Manager
Vidaud + Associates, Inc.

Attachments: Proposal Cost Summary

cc: David Rose, Russell Himes, Barton Drake
### PROPOSAL COST SUMMARY

**TITLE OF PROJECT:** Feasibility Study - Parking Garage/Main Street

Dallas County Engineering & Project Management

**VIDAUD + ASSOCIATES INC.**

13649 MONTFORT DRIVE, SUITE 200
DALLAS, TEXAS 75240
972/ 934-8888

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**DATE** 27-Dec-00

**SIGNATURE OF PREPARER**

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INDEFINITE QUANTITY ARCHITECTURAL/ENGINEERING CONTRACT  
VIDAUD + ASSOCIATES INCORPORATED

WORK ORDER NO. 4 (VAI Project No. 200017.006)  
DATE: January 23, 2001

Parking Garage Feasibility Study

DESCRIPTION OF WORK TO BE PERFORMED
Consultant to provide professional transportation engineering services to assist Dallas County in the development of feasibility analysis for an underground parking garage. Consultant to perform a parking garage feasibility study to include parking inventory, parking generators, parking demand, conceptual design for parking garage, economic analysis and report the analysis and findings to Dallas County. In addition, the consultant will perform a cursory review of the “Depressed Main Street” concept and present report and findings to Dallas County.

WORK ORDER  $ 41,965  
FUNDING INFORMATION: 00196.0.0.2001

FEE BASIS:

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DETAIL:
Parking Garage Feasibility Study $34,500.00
Review of Depressed Main St. Concept $7,300.00
Reimbursables Allowance $165.00
TOTAL $41,965.00

A/E DESIGN SCHEDULE
Phase I – Parking Garage Feasibility Study  45 Days after Notice To Proceed
Phase II – Review of Depressed Main St. Concept 30 Days after Approval of Phase I

GENERAL PROVISIONS:
Terms and conditions of contract between Dallas County and Vidaud + Associates Incorporated, approved by Court Order No. 2000-1157, June 6, 2000, remain in effect, but are modified by the addition of this Work Order. This Work Order incorporates, by reference, Vidaud + Associates Incorporated proposal, VAI Project No. 200017.006, Rev. No. 1, dated December 27, 2000.

Lee F. Jackson, County Judge  
DALLAS COUNTY

Russell E. Himes, CFO  
VIDAUD + ASSOCIATES INCORPORATED
January 10, 2001

To: Commissioners Court

From: Dan Savage

Subject: Grant Application for Old Red Courthouse Architectural Work

Rebrief

Background
On December 13, 2000, staff briefed Commissioners Court on the proposed grant application for architectural work for Phase I of the Old Red Courthouse Preservation work. A complete copy of the briefing is attached. As part of the grant requirements, the County must execute an historic preservation agreement. The proposed easement is attached along with the grant funding agreement. When the grant application was submitted, the County agreed to a 50 year easement as a condition of receiving the grant. The grant application was for $4,000,000. Because of the number of applications, the Texas Historical commission limited funding to architectural planning and reduced our amount to $462,500.

The terms of the historic easement are more burdensome than the State law governing Texas Courthouse preservation. Under the state law, a copy of which is attached, all courthouse plans for renovation, preservation, expansion, or even sale are subject to review by the Texas Historical Commission. If the THC determines the building is worthy of preservation, the County has six months in which it can negotiate with the THC on the proposed changes. After that period has elapsed, the County is free to go forward with it’s plans if it has not reached agreement with the THC. The proposed easement gives the THC a stronger oversight role to preserve the historic integrity of the Courthouse. It requires the County to maintain the level of preservation presented in the Phase I attachment B to the funding agreement. It also sets forth procedures if the building is partially damaged or destroyed. The County is also required to submit its plans and specifications to the Dallas City Landmark Commission. The Landmark Commission has oversight responsibility for maintaining the historic character of the building. That will not change if the easement is granted.
**Impact On Operations**
If this easement is granted, the County will be committed to maintain the property in the state of preservation outlined in the Scope of Work statement attached as Phase I attachment B.

**Financial Impact**
The grant will provide $462,500 in funding which must be used for architectural planning work. The estimated cost of the Phase I construction work is $8,300,000. The Phase I architectural work will cost $533,800. If the Texas Legislature approves funding for the next cycle of Courthouse Preservation grants, then Dallas County should be in a good and timely position to apply for and receive construction funding for the Phase I or Phase II work. If the grant is awarded, and no further funding is received, then the burden of the easement requirements over the next fifty years could outweigh the value of the grant if the Phase I work deteriorated or the building were damaged or destroyed. The building is currently insured for $6,955,920 with a $500,000 deductible. The current insurance clearly is not enough to provide replacement cost coverage for the building as it currently exists.

**MWBE**
Not applicable.

**Legal**
The Civil District Attorney’s Office has been asked to review the grant funding agreement and the historic preservation easement. The easement is in the THC’s standard format.

**Recommendation**
The requirements of the historic preservation agreement are somewhat more burdensome than the current requirements under the law. However, as stewards responsible for the care and upkeep of historic buildings, the preservation of Old Red is part of the County’s current responsibilities. There are risks inherent in granting this easement, most notably the responsibilities to rebuild if the property is partially damaged or destroyed. These risks are largely present today without the easement. Because of the funding opportunity presented by the grant and the potential for future funding through the Courthouse Preservation program, I recommend acceptance of the grant and the execution of the historic preservation easement.

Recommended by:

Dan Savage
Assistant Administrator for Operations

DS/rs
December 13, 2000

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Grant Application for Old Red Courthouse Architectural Work

Background
Dallas County is one of 28 counties that have been awarded Phase II grants through the Texas Historical Commission's Courthouse Preservation Program. This grant is in the amount of $462,500, and it will fund the Phase I architectural planning work. Phase I includes five tasks: (1) replacement of deteriorated exterior stonework, (2) installation of wood windows (3) abatement of hazardous materials including asbestos and lead base paint (4) reinforcement of structural elements including the central tower and (5) selective demolition of non-historic interior finish out. The architectural firm of James Pratt Architecture and Urban Design has been selected to do this work. Staff has been negotiating a fee with this firm and will present a proposal contract in January for this work. The grant funds can only be used for architectural planning, which means the development of plans ready for construction. The grant funds cannot be used for construction administration or for construction work. Copies of the Funding Agreement and Grant of Easement are attached.

Impact on Operations
This grant will fund the plans preparation process for the Phase I stabilization and restoration of the Old Red Courthouse. It will enable the County to move forward with the ultimate restoration of Old Red in partnership with the Old Red Foundation.

Legal
As part of the process for receiving this grant, Dallas County must execute the 50 year historic preservation easement with the State of Texas. This easement will give the State through the Texas Historic Commission the right to approve all changes to the structure and will require Dallas County to maintain the historic integrity of the building and to preserve it in good condition. This is a standard form easement used by the Texas Historical Commission. The grant application included a commitment on the part of the County to provide this easement as a condition of receiving the grant funds. The Civil District Attorney's office is reviewing these documents.

Financial Impact
This grant will enable Dallas County to move forward with the architectural planning for the Phase I stabilization and restoration of Old Red. Dallas County will have to provide a 7.5% grant match which will amount to $37,500. Funds for this match are available in the FY2001 Capital Improvement Program.

Recommendation
Staff recommends that the Commissioners Court approve the acceptance of this grant and the granting of the historic preservation easement to the State of Texas and that the Commissioners Court authorize the County Judge to execute the necessary legal documents on behalf of Dallas County.

Recommended by

Dan Savage,
Assistant Administrator for Operations

Dallas County Administration Building
411 Elm Street, 3rd Floor
Dallas Texas 75202-3317
Telephone (214) 653-7650

e-mail: dsavage@dallascounty.org
STATE OF TEXAS

COUNTY OF DALLAS

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and Dallas County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Dallas County for the rehabilitation and restoration of the Dallas County Courthouse ("Property").

ARTICLE II
AUTHORITY

2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.

2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

ARTICLE III
PERIOD OF THE AGREEMENT

3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property, as provided in Article V hereof, and the Commission's final approval of such work, or until earlier terminated as provided in Article VIII hereof.

Funding Agreement
Page 1
ARTICLE IV
GRANT OF FUNDS

4.01 The amount of the grant under the Program which is the subject of this Agreement shall be $462,500. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.

4.02 A statement of the source of funds is attached as Attachment “A” and incorporated herein for all purposes (“Source of Funds Statement and Verification”). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the Project Cost Estimate. The Commission’s funding participation shall not exceed the amount of the grant award specified herein.

4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party’s contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.

4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.

ARTICLE V
SCOPE OF WORK

5.01 The parties hereby agree that the scope of work the County shall perform under this Agreement to restore and rehabilitate the Property (“Project”) is attached as Attachment “B” and incorporated herein for all purposes (“Scope of Work”).

5.02 As determined by the Commission, the Scope of Work for this Project may include only planning work or may include both planning and construction work.
ARTICLE VI
COUNTY'S RESPONSIBILITIES

6.01 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.

6.02 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.

6.03 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission.

6.04 The County shall ensure that the Project's Planning and Construction Schedule ("Project Schedule"), attached as Attachment "C", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.

6.05 The County shall administer all contracts related to the construction of the Project and shall not commence construction on any particular phase of the Project until the plans and specifications related to that phase of the Project have received Commission approval in writing.

6.06 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.

6.07 The County shall submit a draft "Project Completion Report" to the Commission for review upon substantial completion of construction for the Project. Upon approval, two (2) final copies shall be provided to the Commission and one (1) shall be retained by the County for its records. For Projects involving planning only, final copies of the documents shall be provided to the Commission.

6.08 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in
effect from the date of the last signature included herein and shall remain in effect for a period of ten (10) years.

6.09 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.

ARTICLE VII
REIMBURSEMENT

7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.

7.02 The total estimated development cost of the Project ("Project Cost Estimate") is attached as Attachment "C" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering activities, construction, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.

7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate.

7.05 The last 10% of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete. Notification of Completion and final approval by the Commission is necessary prior to submission of final reimbursement request by the County.
7.06 Project costs and expenses incurred prior to October 27, 2000, the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.

ARTICLE VIII
TERMINATION

8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.

8.02 If an event of termination is based on the failure of a party to fulfill its obligation under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.

8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XIX.

ARTICLE IX
AMENDMENTS

9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.
ARTICLE X
NOTICES

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

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable Lee F. Jackson
Judge of Dallas County
411 Elm
Dallas, TX 75202

ARTICLE XI
SEVERABILITY

11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII
RESPONSIBILITIES OF PARTIES

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

ARTICLE XIII
OWNERSHIP OF DOCUMENTS

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.
ARTICLE XIV
COMPLIANCE WITH LAWS

14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

ARTICLE XV
LIMITATION OF LIABILITY

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

ARTICLE XVI
ATTACHMENTS

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment “A” Source of Funds Statement and Verification
Attachment “B” Scope of Work
Attachment “C” Project Schedule
Attachment “D” Project Cost Estimate

ARTICLE XVII
DISPUTE RESOLUTION

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.
17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.

17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.

17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.

17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII
SOLE AND ENTIRE AGREEMENT

18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

ARTICLE XIX
INSPECTION OF BOOKS, RECORDS, AND WORK

19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are
directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

ARTICLE XX
SIGNATORY WARRANTY

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment “A” (Resolution) unless authority is conferred to another party on behalf of the County as a alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates hereinbelow.

TEXAS HISTORICAL COMMISSION

By: __________________________

Title: __________________________

Date: __________________________

DALLAS COUNTY

By: __________________________

Title: __________________________

Date: __________________________
Source of Funds Statement and Verification
Restoration of the Old Dallas County Courthouse (Old Red)

Grant award by Texas Historical Commission
(state share) = $462,500 92.5%

Grant match by Dallas County*
(local share) = $37,500 7.5%

Project cost = $500,000 100%

If a grant match dollar amount is listed above, a signature is required below:

As a legal representative of this county, I do verify that the required matching funds in an amount equivalent that stated above are available, either in ready cash, loans or other grant awards.

Signature

Title

Date

*The grant match figure was determined by the Program Rules which require that the applicant must provide a minimum of 15% of the total project cost, of which not more than one half of the match must be derived from prior capital expenditures, prior in-kind match, and current in-kind match, and not less than one half may be derived from current cash match and/or planning match.
Scope of Work—Phase 1
Dallas County 1893 Courthouse

The Scope of Work for this grant-funded project is to provide comprehensive planning services resulting in 95% complete Construction Documents for Phase 1 Restoration of the Dallas County 1893 Courthouse.

Project Philosophy and Description

The project involves a two-phase stabilization and restoration of the Dallas County Courthouse as defined by the Secretary of Interior's Standards for Treatment of Historic Properties, 1995. The period of 1893—1918 is the target date for the restoration. Originating interior wall and ceiling surfaces survive under overlays of later finishes. The Dallas County master plan identified work in Phase 1 to include structural investigation and reinforcement of the structure, installation of new wood windows, replacement of deteriorated exterior sandstone and granite units, hazardous materials abatement, selective demolition, and interior improvements preparatory for Phase 2 work.

The structural investigation includes a structural review of interior masonry walls, foundations, lintels, and steel roof trusses. Steel trusses below fourth floor courtroom areas will be examined for rust and possible removal of cross bracing for future ductwork installation. Load tests will be performed on floors, including third floor areas being considered for future mechanical equipment. Design for removal of certain load-bearing masonry walls will be done. Reinforcement of walls for future restoration of clock tower and grand staircase will be designed. Floor penetrations for west fire stair relocation and a new attic access stair will be designed. Investigation of rising damp in basement walls and development of remedial measures to correct same will be done.

Exterior restoration work includes replacement of deteriorated sandstone and granite units identified in Dallas County's 1998 program of analysis. Existing aluminum windows will be removed and replaced with wood windows. Roof drainage system will be examined and repaired, and a scaffold-support system installed for roof maintenance. Granite units will be installed to fill three non-historic windows and for replacement of architectural features (pinnacles and acorns).

Interior work includes taking paint samples from historic surfaces prior to lead paint abatement. Scrapings will be sent for laboratory analysis for a record of historic colors for reference in the restoration process. Demolition will remove all walls, finishes and features post-dating the target period. The west fire stair will be reconfigured from 2nd to 4th floor, and a new access stair installed to the attic. Provision will be made for installation of future new elevator in the existing south shaft. Non-historic floor and wall openings will be closed. Programming for historic restoration of public areas, for installation of toilet rooms and catering facilities, and for MEP systems in Phase 2 will be accomplished in this phase.
Scope of Services

Architectural/Engineering services: The A/E will provide comprehensive services associated with the Schematic, Design Development and Construction Documents phases.

Deliverables by Phase

1) Schematic Design phase documents
   a) as-built floor plans keynoted for demolition, keynoted for abatement
   b) preliminary investigation report of hazardous materials abatement consultant
   c) window survey forms, schedules
   d) report on wood window fabricators and costs for replacement
   e) stone replacement assessment forms
   f) report on quarry source(s) for sandstone and granite
   g) preliminary documents for Phase 1-A demolition
   h) budget

2) Design Development phase drawings will include the following deliverables
   a) plans, elevations noted for specific work required
   b) completed window survey, draft recommendations
   c) completed masonry condition survey, draft recommendations
   d) paint analysis and hazardous materials reports
   e) load test reports
   f) rising damp investigation report
   g) foundation wall investigation report
   h) pinnacle replacement report
   i) structural review report and recommendations
   j) structural reinforcement preliminary details
   k) report on roof drainage system condition
   l) outline specifications identifying all relevant subdivisions
   m) construction documents for Phase 1-A demolition
   n) updated cost estimate

3) Construction Documents (60% complete, preliminary submittal) including:
   a) plans, elevations with notes, references, and symbols
   b) draft project specifications
   c) stone replacement elevations and details
   d) abatement drawings and specifications
   e) Phase 1-B demolition drawings and specifications
   f) structural reinforcement drawings, details
   g) window drawings, details
   h) rising damp alleviation details
   i) updated cost estimate

4) Construction Documents (95% complete submittal) including:
   a) plans, elevations with notes, references, and symbols
   b) stone replacement elevations and details
   c) abatement and demolition drawings and specifications
   d) Phase 1-B demolition drawings and specifications
   e) structural reinforcement drawings, details
   f) window drawings, details
   g) rising damp alleviation details
   h) complete project specifications and general requirements
   i) final opinion of probable cost with 7% contingency assuming July 2001 bid date
Work products of the architect's consultants

1) Engineering consultants will provide:
   a) structural engineer to conduct structural review of historic structure, load test floors, design structural reinforcing to allow addition of clock tower in later phase, assess rising damp condition, design bracing of walls for future restoration of grand stair, consult on stone replacement
   b) mechanical/electrical/plumbing engineers to assess work for future HVAC installation, requirements for future museum and courtroom uses

2) Other consultants will provide:
   a) historic paint analysis of interior painted finishes
   b) abatement consultant to define lead paint to be abated, prepare abatement plans and specifications, and supervise abatement procedure
   c) testing of stone strengths, existing brick masonry load capacity, soil bearing

Items outside the architect's scope to be contracted and performed by Dallas County:

1) Hazardous materials survey (asbestos) and removal
Project Schedule--Phase 1
For the Dallas County 1893 Courthouse

Overall timeline:

Schematic Design phase: January 4--February 1, 2001
Design Development phase: February 2--March 8, 2001
Construction Documents phase: March 9--May 17, 2001
Preparation of Final Documents: June 8--June 21, 2001

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 8, 2000</td>
<td>Provide proposed Scope of Work (B), Project Schedule (C), Cost Estimate (D) to Dallas County and THC</td>
<td></td>
</tr>
<tr>
<td>December 13, 2000</td>
<td>Submit proposed contract and qualifications statements to Dallas County and THC. Submit final attachments to Dallas County.</td>
<td>2 weeks to complete</td>
</tr>
<tr>
<td>January 3, 2001</td>
<td>Revise or execute contract as directed by County.</td>
<td></td>
</tr>
<tr>
<td>January 4, 2001</td>
<td>Initiate work on Schematic Design Phase and Phase 1-A demolition package</td>
<td>4 weeks to complete</td>
</tr>
<tr>
<td>February 1, 2001</td>
<td>Complete SD package and Phase 1-A demolition package, submit to Dallas County and THC for review and comment. Proceed to initiate work on Design Development</td>
<td>5 weeks to complete</td>
</tr>
</tbody>
</table>
| March 8, 2001   | Submit Design Development package  
|                 | Prepare 60% complete Construction Documents  
|                 | Let contract for Phase 1-A demolition | 6 week duration            |
| April 19, 2001  | Submit 60% complete CD package to THC  
|                 | Prepare 95% complete CDs | 4 week duration |
| May 17, 2001    | Submit 95% complete documents to THC for final review and comment period | 3 week duration          |
| June 7, 2001    | Revise documents upon receipt of comments and prepare final plans, specifications and project manual | 2 week duration          |
| June 21, 2001   | Provide copies of final documents to Dallas County and THC |                            |
## Project Cost Estimate—Phase 1

### Design and Planning Services
for the Dallas County 1893 Courthouse

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Services</td>
<td>$182,800</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$117,800</td>
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<tr>
<td>MEP Engineers</td>
<td>$13,500</td>
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<tr>
<td>Historic Paint Analysis</td>
<td>$17,100</td>
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<tr>
<td>Lead Abatement Consultant</td>
<td>$45,300</td>
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<tr>
<td>Elevator Consultant</td>
<td>$1,100</td>
</tr>
<tr>
<td>Estimating Consultant</td>
<td>$4,000</td>
</tr>
<tr>
<td>Reimbursable expenses—printing, travel, testing laboratories (soils, masonry, load tests), soils engineer, etc.</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

**Total of A/E design services for James Pratt Architecture / Urban Design, Inc.** $421,600

**Billing Schedule:**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>20%</td>
<td>$84,400</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>27%</td>
<td>$113,800</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>53%</td>
<td>$223,400</td>
</tr>
<tr>
<td>100%</td>
<td></td>
<td>$421,600</td>
</tr>
</tbody>
</table>

**Other planning costs not included in architect’s fee proposal:**

- Asbestos abatement survey (Dallas County) $7,500
- Evaluation of toilet room and catering facilities for Phase 2 $10,500
- Evaluation of HVAC systems for Phase 2 improvements $15,000
- Documentation, administration, coordination for THC grant $7,500

**Total Cost for Planning Work** $462,100
Scope of Work—Phase 2
Dallas County 1893 Courthouse

The Scope of Work for this project is to provide comprehensive planning services resulting in 95% complete Construction Documents for Phase 2 Restoration of the Dallas County 1893 Courthouse.

Project Philosophy and Description

The project involves a Phase II of stabilization and restoration of the Dallas County Courthouse as defined by the Secretary of Interior’s Standards for Treatment of Historic Properties, 1995. The period of 1893-1918 has been selected as the target period for the restoration because original exterior surfaces and configurations were intact, and interior major spaces had yet to be modified up until 1918.

Exterior work: Phase II will include the restoration of stained glass lunettes in the tops of major windows, the clock tower (removed in 1919 because of structural instability) and opening of a second original door in the south porch. Exterior lighting of the building will be addressed, and a nighttime circuit illuminating the stained glass windows added.

Interior work: Contemporary standards for temperature comfort, museum humidity control, sunlight admittance, artificial illumination, communications and sound control will be employed while preserving and recreating original character-defining features.

In Phase II, data from previous research will provide a framework for selection of appropriate finishes. Configurations of tile, marble, plaster, wood and metal elements recreated on the ground floor will be continued in the upper floors. The existing original walk-in wall safe will be restored as part of an exhibition space.

The Old Red Master Plan identifies work in Phase II to include historic restoration of public corridor spaces on the 2nd, 3d and 4th floors, and of all major use spaces on the 4th floor. The restoration of the grand staircase in its 4-story stairwell, and installation of a county history museum on the 2nd floor and portions of the 1st floor will be accomplished, partially with private funding. A reception room with catering backup will be created on the ground floor. All major twenty-foot-high courtroom and library/meeting spaces will be maintained. Glazed airlocks will be added to three ground floor entrances.

A new air conditioning system will serve three quadrants of the ground level from underfloor. To preserve major spaces on the second floor free of air conditioning equipment, mechanical units will be placed in the east and west third floor corridors to serve the second floor. The fourth floor will be served from the attic.
Scope of Work—Phase 2 (continued)
Dallas County 1893 Courthouse

New toilets for the upper floors, supplementing the present ground floor ones, will be installed to meet current building code requirements in the center bay of the third floor, north side, where risers can be straight, and most easily concealed. Plumbing for a catering kitchen will be added in the first floor.

Elevators will be maintained for user convenience in their present locations, upgraded for speed in tandem controls. New electric equipment, with center-opening cab doors will replace the hydraulic elevator. This will allow restoration of arched openings at south elevator entrances on all floors.

New electrical, emergency lighting, voice/data cabling, security, fire alarm and smoke detection systems will be installed.
Scope of Services

Architectural/Engineering services: The A/E will provide comprehensive services associated with the Schematic, Design Development and Construction Documents phases.

Deliverables by Phase

1) Schematic Design phase documents
   a) floor plans and roof plan (schematic)
   b) site plan noting existing features and identifying new work
   c) narrative description of MEP systems/equipment, proposed type and location
   d) clock tower replacement schematics
   e) Grand Stair restoration schematics
   f) roof slate replacement, drainage corrections assessment
   g) budget

2) Design Development phase drawings will include the following deliverables
   a) plans, elevations, and section drawings noted for specific work required
   b) site plan including all site work and landscape features
   c) roof plan designating specific areas of work (slate and drainage)
   d) schematic mechanical/electrical and plumbing proposals
   e) clock tower development drawings
   f) Grand Stair restoration development drawings
   g) reflected ceiling plans
   h) accessible designs for rest rooms and courtrooms
   i) millwork elevations and basic details
   j) report on roof drainage system condition
   k) outline specifications identifying all relevant subdivisions
   l) updated cost estimate

3) Construction Documents (60% complete, preliminary submittal) including:
   a) plans for all disciplines with notes, references, and symbols
   b) site plan indicating all sitework with details of any new construction
   c) clock tower drawings
   d) Grand Stair restoration drawings
   e) draft project specifications, selected light fixture cut sheets
   f) security and communications proposals
   g) proposed interior elevations and casework
   h) proposed finishes and color schedule
   i) proposed door and hardware schedule
   j) structural framing drawings, details
   k) door and window trim details
   l) updated cost estimate

4) Construction Documents (95% complete submittal) including:
   a) plans for all disciplines with notes, references, and symbols
   b) site plan indicating all site work with details of new construction
   c) clock tower drawings and details
   d) Grand Stair restoration drawings and details
   e) finishes and color schedule
   f) door and hardware schedule
   g) enlarged floor plans and construction details
   h) structural framing drawings, details
   i) complete project specifications and general requirements
   j) final opinion of probable cost with 7% contingency assuming January 2002 bid date
Work products of the architect's consultants

1) Engineering consultants will provide:
   a) structural engineer for clock tower restoration, Grand Stair restoration
   b) mechanical/electrical/plumbing engineers for systems design

2) Other consultants will provide:
   a) Acoustic consultation for courtrooms and museum
   b) Exhibit consultation for museum displays
   c) Lighting consultation for courtroom and museum lighting
   d) Cost estimation
   e) Communications consultation
   f) Security consultation
Project Schedule--Phase 2
For the Dallas County 1893 Courthouse

Overall timeline:

Design Development phase: June 26–August 1, 2001
Construction Documents phase: August 2–October 22, 2001
Preparation of Final Documents: November 13–December 4, 2001

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 3, 2001</td>
<td>Provide proposed Scope of Work (B), Project Schedule (C), Cost Estimate (D) to Dallas County and THC</td>
<td></td>
</tr>
<tr>
<td>May 11, 2001</td>
<td>Submit proposed contract and qualifications statements to Dallas County and THC. Submit final attachments to Dallas County.</td>
<td>2 weeks to complete</td>
</tr>
<tr>
<td>May 25, 2001</td>
<td>Revise or execute contract as directed by County.</td>
<td></td>
</tr>
<tr>
<td>May 29, 2001</td>
<td>Initiate work on Schematic Design Phase</td>
<td>4 weeks to complete</td>
</tr>
<tr>
<td>June 26, 2001</td>
<td>Complete SD package. Submit to Dallas County and THC for review and comment. Proceed to initiate work on Design Development</td>
<td>6 weeks to complete</td>
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<tr>
<td>August 2, 2001</td>
<td>Submit Design Development package. Prepare 60% complete Construction Documents</td>
<td>7 weeks duration</td>
</tr>
<tr>
<td>September 18, 2001</td>
<td>Submit 60% complete CD package to THC. Prepare 95% complete CDs</td>
<td>5 week duration</td>
</tr>
<tr>
<td>October 23, 2001</td>
<td>Submit 95% complete documents to THC for final review and comment period</td>
<td>3 week duration</td>
</tr>
<tr>
<td>November 13, 2001</td>
<td>Revise documents upon receipt of comments and prepare final plans, specifications and project manual</td>
<td>3 week duration</td>
</tr>
<tr>
<td>December 4, 2001</td>
<td>Provide copies of final documents to Dallas County and THC</td>
<td></td>
</tr>
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</table>
## Project Cost Estimate--Phase 2

### Design and Planning Services
for the Dallas County 1893 Courthouse

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Services</td>
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</tr>
<tr>
<td>Structural Engineer</td>
<td>$130,000</td>
</tr>
<tr>
<td>MEP Engineers</td>
<td>$325,000</td>
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<tr>
<td>Lighting consultant</td>
<td>$20,000</td>
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<tr>
<td>Communications Consultant</td>
<td>$15,000</td>
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<tr>
<td>Elevator Consultant</td>
<td>$20,000</td>
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<tr>
<td>Estimating Consultant</td>
<td>$10,000</td>
</tr>
<tr>
<td>Acoustics Consultant</td>
<td>$25,000</td>
</tr>
<tr>
<td>Landscape Consultant</td>
<td>$15,000</td>
</tr>
<tr>
<td>Reimbursable expenses</td>
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</table>

**Total of A/E design services for**


$1,300,000

### Billing Schedule:

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<td>Construction Administration</td>
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100%  

$1,300,000

### Total Cost for Planning Work

$1,300,000
STATE OF TEXAS
COUNTY OF DALLAS

GRANT OF EASEMENT

The County of Dallas, a political subdivision of the State of Texas, ("Grantor") owner of property described as the Dallas County Courthouse and Grounds ("Property"), as more fully described in the attachment to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of $10.00 and other valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission, an agency of the State of Texas, ("Grantee") the following easement ("Easement").

Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural structure important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses for a fifty year term.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity which would affect or alter in any material way the historic architectural integrity of the Property, except for routine maintenance.

b. Grantor shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way.
3. INITIAL LEVEL OF PRESERVATION

The level of preservation addressed in this Easement will be considered the state of preservation for the Property as outlined in the Scope of Work statement attached as “Attachment B” and including any modifications to the Scope of Work as may be approved in writing by the Commission during the course of planning and/or construction.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor’s responsibilities shall be as follows:

a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties, 1995.

b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor. It is further understood and agreed that if the event Grantor is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect’s and attorney’s fees. It is understood and agreed that one of Grantee’s remedies is the right to require the Grantor to restore the Property to the condition required by this Easement. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

Grant of Easement
Page 2
6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.

b. Grantor acknowledges that in the event of the contemplation of a transfer of all or a portion of the Property, Grantor shall notify Grantee not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Dallas County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

7. RESERVATION

a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary...
of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance.

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

9. GRANTOR'S INSURANCE

a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.

b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss.

10. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

11. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and
approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

12. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

13. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

14. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect until September 1, 2050, unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

15. SEVERANCE CLAUSE

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.
This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Dallas, State of Texas, described as follows:

In witness, this GRANT is executed on the ______ day of ________________, in the year _________.

Grantor: Dallas County
By: ________________________________
     Lee F. Jackson
     Dallas County Judge

STATE OF TEXAS:

On this the ___ day of ____________, in the year _____, before me, a Notary Public in and for the State of Texas, ________________________, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

______________________________
Notary Public

Grantee: Texas Historical Commission
By: ________________________________
     F. Lawerence Oaks
     Executive Director

STATE OF TEXAS:

On this the ____ day of ________________, in the year _____, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared F. Lawerence Oaks, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I hereunto set my hand and official seal.

______________________________
Notary Public

Grant of Easement
Page 6
Texas Historic Courthouse Preservation Program
Texas Historical Commission

EASEMENT ATTACHMENT "A"

Legal description of the Dallas County Courthouse Square:

All that land, being City Block 221/2 of the City of Dallas, Texas as
§ 442.008. County Courthouses

(a) A county may not demolish, sell, lease, or damage the historical or architectural integrity of any building that serves or has served as a county courthouse without notifying the commission of the intended action at least six months before the date on which it acts.

(b) If the commission determines that a courthouse has historical significance worthy of preservation, the commission shall notify the commissioners court of the county of that fact not later than the 30th day after the date on which the commission received notice from the county. A county may not demolish, sell, lease, or damage the historical or architectural integrity of a courthouse before the 180th day after the date on which it received notice from the commission. The commission shall cooperate with any interested person during the 180-day period to preserve the historical integrity of the courthouse.

(c) A county may carry out ordinary maintenance of and repairs to a courthouse without notifying the commission.

CREDIT(S)

1998 Main Volume

Acts 1987, 70th Leg., ch. 147, § 1, eff. Sept. 1, 1987.

2000 Electronic Update

Amended by Acts 1999, 76th Leg., ch. 403, § 3, eff. Sept. 1, 1999.

<General Materials (GM) - References, Annotations, or Tables>
January 16, 2001

To: Commissioners Court

From: Dan Savage

Subject: Architectural Services Contract for Old Red Preservation Project

Background
The firm of James Pratt Architecture Urban Design, Inc., has been selected as the most qualified firm to provide the architectural and engineering services for the Phase I work on the Old Red Courthouse preservation project. The Commissioners Court was briefed on this recommendation on August 29, 2000. Staff has negotiated a contract and fee for these services and has worked to obtain grant funds for this work. A copy of the proposed contract is attached. The contract provides details regarding the scope of work and the fees. Phase I involves five distinct tasks: (1) restoration of the exterior stonework, (2) replacement of the windows, (3) removal of hazardous materials, (4) selective demolition of the non-historic finish-out, and (5) structural reinforcement of the central tower. The design work will be done in at least two phases because of the need to remove the non-historic finish-out to determine the original design and construction of the interior of the building. The contract focuses on the Phase I work, but allows the County, at its option, to amend the contract at a later date to include the Phase II work. The Phase I work schedule is attached to the contract. It provides for an initial effort to prepare the plans and specifications for the selective demolition work. This contract will be let in March, so that the demolition can be completed this spring. The remaining Phase I architectural work will be completed in June so that the project can be bid in July and a contract can be awarded in August for the remainder of the Phase I work.

Impact on Operations
This work is necessary to preserve the exterior of the Old Red Courthouse and to allow the architect to study the building in detail so that plans can be prepared for the interior finish-out that closely approximate to the original construction of the building. The demolition work and the hazardous materials removal will have to be coordinated with the operations of the Dallas Convention and Visitors Bureau and the Old Red Foundation.
Financial Impact
The total cost of this proposed contract is $533,800. This includes $493,800 for professional services and $40,000 for reimbursables. If the Commissioners Court accepts the Texas Historic Commission's Courthouse Preservation grant award, then funds in the amount of $462,500 will be available from that grant for architectural services. This project is funded in the FY2001 Capital Improvement Program.

MWBE
The firm completed, but failed to include its MWBE forms at the time the proposals were submitted. Copies of those forms were attached to the August 29, 2000 briefing and are attached to this briefing.

Legal
The attached contract has been submitted to the Civil District Attorney's office for review.

Recommendation
Staff recommends that the Commissioners Court authorize the award of the contract for the Old Red Courthouse Preservation Project to the firm of James Pratt Architecture Urban Design, Inc., for an amount not to exceed $533,800 and that County Judge Lee F. Jackson be authorized to sign this contract on behalf of Dallas County.

Recommended by

Dan Savage
Assistant Administrator for Operations

cc: David Biegler, Old Red Foundation
MEMORANDUM

DATE: May 30, 2000

TO: J. Allen Clemson,
Court Administrator

FROM: Irvin Hicks,
Minority Business Officer

SUBJECT: M/WBE Review of RFP#2000-159-484 Architectural Services-Old Red Preservation
(Management Summary)

The following is a synopsis of the subject narrative:

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<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEO1 Docs (?)</th>
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<td>Conley Design Group, Inc.</td>
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<tr>
<td>ARCHITEXAS</td>
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*Firm failed to submit M/WBE documentation, thus proposal does not comply with the County's Good Faith Effort policy

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

c: Commissioners Court (thru J. Allen Clemson)
Dan Savage
Shirley Rapp
file(2000-159)

500 Main Street       Suite 613       Dallas, Texas 75202
1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: 

Printed Name: Thomas F. Marshall

Title: Vice President

Date: 25 May 2000
2. MBE/WBE PARTICIPATION REPORT

RFP 2000-159-507

PROJECT NUMBER

RFP FOR ARCHITECTURAL SERVICES FOR THE DALLAS COUNTY OLD RED PRESERVATION PROJECT

PROJECT TITLE

Total Amount of Your Bid $ ____________________________
(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

<table>
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<tr>
<th>Name of MBE/WBE</th>
<th>NCTRCA* Certification #</th>
<th>Phone#</th>
<th>S / M**</th>
<th>Description of Work</th>
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<td>T.K. MATT &amp; ASSOCIATES, INC.</td>
<td>1752595321000</td>
<td>972.263.4194</td>
<td>S</td>
<td>AEROSMITH</td>
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<tr>
<td>CES NETWORK SERVICES, INC.</td>
<td>HM5D 9202 Y0700</td>
<td>972.620.2475</td>
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<td>MADDI CONSULTING ENGINEERS INC.</td>
<td>HM0B 607 N0800</td>
<td>972.233.6700</td>
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<td>MECHANICAL-ELECTRICAL ENGINEERING</td>
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</table>

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

[ ] No MBE/WBE's Added: Please Explain:

________________________________________

________________________________________

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS: JAMES PRATT ARCHITECTURE/ URBAN DESIGN, INC

ADDRESS: 1625 SHELTONS FREeway, STE. 2, DALLAS, TEXAS 75207

PHONE#: (214) 939.0508

THOMAS F. MARSHALL
Printed Name Of Preparer

________________________
Signature

Vice President

Date 25 MAY 00
LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

James Pratt Architecture/Aurban Design, Inc.  Joe Hamilton  Vice President  25 May 08
Name Of Company  Signature  Title (Officer of firm)  Date

(Complete this section only if you're planning to use the services of a certified vendor)

Or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

[ ] with our own work forces, and submit information sufficient to demonstrated that it is our normal business practice to do so. or

[ ] without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name Of Company  Signature  Title (Officer of firm)  Date

(Complete this section only if you're not planning to use the services of a certified vendor)

NOTE: Each proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

============================================================================

[4.] PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:
[ ] is,  [X] is not a minority-owned business, NCTRCA* #

Women Business Enterprise (WBE) - The bidder/proposer represents that it:
[ ] is,  [X] is not a women-owned business, NCTRCA* #

*NCTRCA = North Central Texas Regional Certification (must be certified, by)
### Permanent Full-Time Employment

**VENDOR NAME:**

**ADDRESS:** 1645 Stemmons Fwy. #2, Dallas TX 75207

**TELEPHONE:** 214.337.0508

#### MALE

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#### FEMALE

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#### TOTAL

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**CHECK**

- Minority-Owned Firm Certification #
- Women-Owned Firm Certification #
- Non-Minority Owned Firm

**Signature/Date:**

**Typed Name and Title:** Thomas F. Marshall, Vice President
09 January 2001

MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner John Wiley Price, District No. 3

FROM: Director of Public Works

SUBJECT: Work Order No. 5
Indefinite Delivery/Quantity Contract – Surveying

BACKGROUND

Dallas County has a current indefinite delivery and quantity (IDQ) contract for surveying services with Dal-Tech Engineering, Inc. This contract requires that each work order be approved by the Court.

We currently have need of such surveying services; specifically, preparation of six legal descriptions and parcel plats to be used to acquire those tracts for the River Bend Preserve under the Open Space Program

OPERATIONS AND MAINTENANCE

This work is the first step in acquisition of the subject parcels of land.

LEGAL INFORMATION

The IDQ contract does not expire until 25 January 2001. It also contains an option to renew for an additional year.

M/W BE INFORMATION

Dal-Tech Engineering is an M/W BE certified firm.

FINANCIAL IMPACT

Funds are available for this work in the Open Space program, Fund No. 00415.0000.08110.2001.90017.00000.0000. The “not-to-exceed” estimated total cost for the work is $55,000.00. The surveying IDQ contract is a unit price agreement under which only the actual work performed or materials furnished are paid for at the contractual unit prices.
DALLAS COUNTY
PUBLIC WORKS

PROJECT SCHEDULE

The surveying firm will begin work within five days following execution of the attached work order. The estimated time for completion of the listed tasks is six weeks.

RECOMMENDATION

The Director of Public Works recommends that the attached Work Order Number 5 be executed by Dallas County. If the Commissioners Court is in agreement, a Court Order authorizing the County Judge to execute the Work Order will be placed on the next regular agenda.

APPROVED BY:

Donald Holzwarth, P.E.

DH/jdh

survbrf5.wdl
MEMORANDUM

TO: Commissioners Court

FROM: Don Holzwarth, P.E., Director

SUBJECT: Extension of Indefinite Delivery/Quantity Contract for Surveying

BACKGROUND:

A one year indefinite delivery/quantity (IDQ) contract for surveying services is in effect and expires on 25 Jan 2001. The service provider has performed its work during the contract in an exemplary manner which would warrant an extension of the contract in accordance with the contract terms.

IMPACT ON OPERATIONS

Extending the present contract will allow for continuation of the IDQ survey process which is working well. It would eliminate the delays inherent in securing those services with a new selection process in accordance with the state mandated two-step, qualification-based process. This provider is heavily involved in the early stages of the Major Capital Improvement Program (MCIP).

FINANCIAL IMPACT

The original IDQ contract provided for a “not-to-exceed” total for all works orders of $618,700.00. Work Orders totaling $173,805.00 have been issued against this contract to date leaving an available total of $444,895.00. Funds for surveying have been included in the estimated costs for all projects on which this provider will be used, mainly the MCIP program.

LEGAL IMPACT

The present contract contains a clause allowing Dallas County, at its sole discretion, to renew the contract for one year from the termination date provided that the Surveyor agrees in writing to continue the contract pursuant to the same conditions as in the original contract. The Surveyor has provided this statement (Attachment A).
MINORITY/WOMEN BUSINESS ENTERPRISE (M/W BE) INFORMATION

Dal-Tech Engineering, Inc. is a certified M/WBE enterprise. It has followed Dallas County policy in this matter since contract inception and has furnished us with an updated Vendors Statistical Report (Form E001).

RECOMMENDATION

The Director of Public Works recommends that the present IDQ –Surveying contract with Dal-Tech Engineering, Inc. which expires on 25 Jan 2001 be renewed for a period of one year to expire. If the Commissioners Court concurs with this recommendation a Court Order to that effect will be placed on the next regular Court agenda.

Approved By:

Donald R. Holzwarth, P.E.
Director

Attachment: Surveyor’s Statement

xc: John Dahill, Assistant District Attorney, Civil Section
John Cantwell, Purchasing Agent

DH/jdh
December 22, 2000
VIA FAX (214) 653-6445

Mr. Jack D. Hedge, P.E
Dallas County Public Works
411 Elm St., 4th Floor
Dallas, Texas 75202

RE: Indefinite Delivery Survey Contract
DTE Job No. 0007

Dear Jack,

In reference to your fax of December 21, 2000, DAL-TECH Engineering, Inc. agrees to continue the survey contract pursuant to the same conditions as contained in the contract. We are also aware that the unit prices for 2001 will then be applicable and that any work order which begins before January 25, 2002 can be completed under the same terms as long as it is completed within the time agreed upon in the work order.

If you have any questions, please do not hesitate to give us a call.

Sincerely,
DAL-TECH Engineering, Inc

Sedi A. Tournani, P.E.
SAT/dkj

ATTACHMENT "A"
January 9, 2001

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 Carrollton, Cedar Hill, Coppell, Duncanville, Glenn Heights, Grand Prairie, Irving, Sachse and Rowlett 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

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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 Carrollton, Cedar Hill, Coppell, Duncanville, Glenn Heights, Grand Prairie, Irving, Sachse and Rowlett. 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

Attachments

jcn
January 10, 2001

MEMORANDUM

TO: Dallas County Commissioners Court
FROM: Donald R. Holzwarth, P.E., Public Works Director
RE: 2001 Major Capital Improvement Program (MCIP) Call for Projects.

Background

Last year Dallas County launched the Major Capital Improvement Program—a “pay-as you-go” program—to fund infrastructure improvements in lieu of a bond issue. Shortly thereafter, the Public Works Department issued an MCIP “Call for Projects” soliciting road projects for improvement from all 32 cities in Dallas County. Eighteen of the thirty-two cities responded, submitting a total of 86 projects for consideration. With the assistance of a local consultant selected by the NCTCOG, a thorough evaluation of the projects was conducted utilizing a ten-criteria evaluation methodology (attached) developed by Public Works staff in collaboration with the NCTCOG. This process culminated in a preliminary and subsequently final evaluation ranking of the projects. On October 17, 2000, the Court selected and approved 38 of the 86 projects thereby successfully bringing to conclusion the first Call for Projects of the Dallas County Public Works Major Capital Improvement Program.

Throughout this process, the Public Works Department prepared and submitted several briefings to the Court on the program’s progress. Staff also visited with all cities and County Commissioners requesting the Department’s assistance, and held at least two partnering sessions to inform, solicit feedback and/or obtain guidance and direction from partnering cities. The result of this process was a documentation of lessons learned, comments and suggestions for improvement of this year’s MCIP program.

Now that the initial process is completed and the Department is ready to launch this year’s program, the Department would like to obtain the Court’s feedback on incorporating the recommendations and lessons learned from last year’s program. These recommendations/lessons are discussed below under the sub-headings; Funding, Methodology, and Schedule.
Funding
Based on the direction this department received from the Court on August 14, 2000, it was recommended that 2 separate MCIP funding categories—a Thoroughfare and a Major Impact category—be considered for 2001. Projects the cities submit following a “Call for Projects” would be evaluated and subsequently funded, if approved, under the Thoroughfare category while funding under the Major Impact category would be allocated in the following two ways:
1. The first five million dollars to each district (discretionary funds to be programmed by each Commissioner to projects within their district).
2. The remainder to accumulate over a period of time for use in advancing/expediting projects deemed to be of benefit to the entire region.
A formal policy that reflects the above guidelines is being developed and will be submitted for Court Approval.

Methodology
The 2000 MCIP Call for Projects provided the first opportunity to test the MCIP evaluation methodology on real life projects. In performing that evaluation, we discovered that we could improve in several areas to compensate for some inherent biases of the methodology. These biases and the suggestions/recommendations for remedying them include the following:

1. **New construction Projects score higher than widening or intersection projects:** Special case 1 of the evaluation methodology awards points to projects that in part or entirely consist of a new roadway, and for which, therefore, it is not possible to calculate a speed delay, a benefit-cost, and an air-quality rating. For these cases, the traffic volume rating is multiplied by 4. It is recommended that the traffic volume rating be multiplied by 3, instead of 4 as is currently stated in the methodology.

2. **Intersection project speeds not reflected in model:** The higher of the two speeds on the intersecting roads should be used to calculate the Speed Delay rating.

3. **Bikeway/Pedestrian projects scored low:** New bikeway and pedestrian projects under the current methodology are evaluated under the assumption that no roadway currently exists on their proposed path. Given that assumption, they usually score no points on several (at least 8) of the criteria that are roadway-based. It is recommended that these projects incorporate a mode split using the nearest road and assuming a traffic and safety reduction, if appropriate.

4. **Social Mobility criteria too general:** The current methodology awards equal amount of points (10) to all projects that demonstrate multi-modal use irrespective of the type of mode. It is recommended that projects that incorporate transit/pedestrian-oriented modes of transportation be ranked higher than those that do not, that way projects that accommodate more...
persons in non-automobile modes will rank higher. The proposed ranking therefore follows as such: Transit 10; school buses 7; bike 5, and sidewalks 3.

5. **Cost Estimating needs to be automated for consistency**: It is recommended that a cost estimating element be added to the evaluation software so that project costs can be automatically developed and can be consistent across the board for similar types of improvement.

6. **Functional classification scoring awards more points for freeways not county-wide thoroughfares**: It is recommended that regional arterials be awarded more points (10) under the Functional Classification rating, than freeways (5). In the current methodology, it is the other way round. Such a change would enable regional arterials (the program’s priority) to rank better than state freeways.

7. **Accident rate criteria too subjective**: The accident criteria should be based on raw accident rate per 1 million vehicle miles as opposed to the number of correctable accidents—a determination which is left up to the subjective judgement of city staff.

**Schedule**
The 2001 Call for Projects will consider projects for funding in fiscal years 2006 and 2007. Because of the practicality and effectiveness of last year’s MCIP schedule, it is recommended that a similar schedule be adopted for this year with the exception of the initiation of a kick-off meeting in late January to launch this year’s program. This meeting would afford staff another opportunity to go over the entire MCIP process (from project submission to final selection) with the cities in a workshop-like format that will involve presentations, discussions and demonstrations of the application process. The benefits of such a meeting include but are not limited to; (1) significantly enhancing our partners’ understanding of the process, (2) significantly cutting down on the number of visits to cities required of staff, and most importantly, (3) gaining our partners’ trust by involving them early in the process.

Under the proposed schedule, the kickoff meeting would substitute for last year’s written “Call for Projects” notice. The schedule for project submittal, evaluation, final ranking and selection will be similar to last year’s. Below are the tentative dates for this timeline:

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>TARGET DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kickoff Meeting</td>
<td>January 30, 2001</td>
</tr>
<tr>
<td>Application Submittal Deadline</td>
<td>April 27, 2001 (4pm)</td>
</tr>
<tr>
<td>Preliminary Evaluation Completed</td>
<td>June 29, 2001</td>
</tr>
<tr>
<td>Cities’ Review Deadline</td>
<td>July 29, 2001</td>
</tr>
<tr>
<td>Final Evaluation and Ranking</td>
<td>August 17, 2001</td>
</tr>
<tr>
<td>Final Selection and Court Approval</td>
<td>October 30, 2001</td>
</tr>
</tbody>
</table>
Recommendations for future improvement of the MCIP Call for Projects include providing a web-based interactive connection for cities to input and retrieve information on all projects. It also includes asking for five-year as well as twenty-year traffic growth rates so that projects can be evaluated based on their program year demand projections, as well as long term forecasts.

Recommendation

The Court’s leadership and guidance is needed on these issues as they are an integral part of project evaluation and selection for this year’s Call for Projects. If the Court concurs with the proposed methodology and schedule, the Department will proceed with planning a January 30, 2001 kickoff meeting with the cities.

Approved By: Donald R. Holzwarth, P.E.
Director

Attachment

Xc: Don Cranford
    Edith Ngwa
    Files (MCIP Call for Projects; Reading File)
INTRODUCTION

In Fiscal Year 2000, the Dallas County Commissioners Court is replacing its traditional bond-financing approach to funding infrastructure improvements with a programmed Major Capital Improvement Program. The underlying theory of this new approach is that a project will take five years or less from approval of funding to initiating final construction, and that every year projects will be authorized for funding and projects will be completed. Thus, in any given calendar year, there will always be projects in each of the various phases of implementation (i.e. design, right-of-way acquisition, construction), thereby allowing for the more efficient use of personnel and resources.

In contrast, under the bond-financing method, all projects are authorized at the same time and are constructed at the same time. This approach creates a project “wave”—initially, there is a flurry of design activity, and the necessity of design resources; then, the wave passes to right-of-way acquisition, and the design resources become underutilized while right-of-way is bulked to handle the “wave”; finally, the projects pass to construction, creating the need to invest in construction-related resources, while the design and right-of-way resources are underutilized.

With the new financing and programming approach, the “project wave” is eliminated, and all project activities are occurring simultaneously (although not necessarily on the same project) and, more importantly, continuously. Thus, valuable resources are always being utilized and the funds that previously would have needed to be expended on additional resources (as a result of the “wave” effect) can instead be devoted to infrastructure.

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. An annual “Call-for-projects” is an improvement over the traditional method of calling for projects every five years. The advantages of an annual call are twofold. First, with fewer submittals per Call, the quality of submittals, both of the projects submitted and the submittals themselves, will improve, as staffs will be able to devote more time per submittal. Second, an annual Call provides more flexibility for cities to determine infrastructure needs based on changes that may have recently occurred or will soon be
occurring, such as a new development or infrastructure, instead of trying to determine needs based on a conjecture of what might occur five years into the future.

**EVALUATION CRITERIA**

In order to evaluate candidate projects in an equitable and consistent manner, ten evaluation criteria have been developed which will be applied to each project submittal to establish a basis for scoring and ranking projects. This ranking will identify which projects provide the greatest benefit to the county based on factors such as mobility, cost-effectiveness, safety, and air quality.

The proposed evaluation methodology is presented below. Each of the ten evaluation criteria will initially be assigned a maximum value of 10 points, with 100 points being the total maximum amount possible for a given project. In addition to the "equal weight" scenario, other weighting scenarios can also be evaluated to determine which scenario most appropriately addresses the needs of Dallas County.

**TECHNICAL METHODOLOGY FOR MODELING PROPOSED IMPROVEMENTS: Travel Model Forecast Procedures**

The Dallas-Fort Worth Regional Travel Model (DFWRTM) is the planning tool used to help estimate current and future travel demand needs and allows detailed project evaluation to occur. The Major Capital Improvement Program must have a way of testing and evaluating the mobility benefits of a wide range of potential roadway projects, including the addition of new thoroughfare streets, the extension of existing thoroughfares, and the rehabilitation of existing thoroughfares. The DFWRTM is the tool used to accomplish this analysis.

In order to assess and quantify the benefits of the projects submitted under this Call-for-Projects, it is necessary to develop four different roadway network analyses. These four different network analyses simulate both baseline (year 1995 no-build) and future year conditions with and without the effects of the proposed projects. The four network analyses that will be used to evaluate the benefits of the projects submitted for the Major Capital Improvement Program are as follows:

- **Analysis 1:** The first analysis replicates conditions as they existed in 1995, the year the model was validated for, using the roadway network that existed in 1995 and 1995 demographic data for population, employment, and number of households.

- **Analysis 2:** The second analysis predicts year 2020 conditions assuming a no-build, or "do-nothing" scenario. In this analysis, the 1995 existing-conditions roadway network used in the first analysis is modeled using year 2020 demographics. This analysis shows the performance of the transportation system in the year 2020 if no improvements are made to it.

- **Analysis 3:** The third analysis predicts year 2020 conditions assuming that all the projects submitted for funding are implemented and constructed. This is accomplished by coding into the 1995 no-build roadway network all the projects submitted under this Call for Projects, creating a year 2020 build
network. This year 2020 build network will be modeled using year 2020 demographic assumptions.

- **Analysis 4**: The fourth analysis predicts year 2020 conditions assuming an "all-or-nothing" scenario. This scenario uses the year 2020 build network and year 2020 demographic assumptions, but doesn't use the typical "capacity-constrained" technique to model traffic in which only a finite number of trips can be assigned to a particular roadway segment. With an "all-or-nothing" assignment, an infinite number of trips can be assigned to a particular segment, and where several different routing options are available, all trips are assigned to the most desirable route (based on criteria specified). For this analysis, trips are assigned to the route with the best travel time, based on speed and distance only. This analysis is used to score projects under the Travel Desire Rating.

**EVALUATION CRITERIA AND TECHNICAL METHODOLOGY FOR SCORING PROJECTS**

**Evaluation Criteria**

**Functional Classification Rating** - (10 Points)

This evaluator assigns points based on functional classification as designated in the 1999 Regional Thoroughfare Plan Update. For any given project, the functional class assigned to the project will be the classification of the highest classified facility which can reasonably be assumed to be either directly or indirectly positively impacted by the proposed project.

**Example**  Arterials A and B are parallel arterials one-mile apart. Freeway X runs perpendicular to both A and B and has interchanges at both. Approximately one-quarter mile from and parallel to Freeway X the City is proposing to build a four-lane roadway that will intersect both A and B.

**Scenario 1**: Freeway X is the only existing roadway that connects with both Arterials A and B. Thus, a motorist on A wanting to use B must use Freeway X. Under this scenario, the City's new roadway would be scored as a freeway, as it is reasonable to assume that it will reduce congestion on Freeway X by eliminating the necessity of all local traffic going from A to B to use Freeway X. In other words, there is a certain percentage of local traffic that is only using Freeway X by default that would divert to an alternate route. By eliminating this local traffic from Freeway X, its congestion is reduced and its reserve capacity is increased.

**Scenario 2**: Freeway X is one of several roadways that connect with both Arterials A and B. Thus, a motorist on A wanting to use B does not necessarily need to use Freeway X. Under this scenario, the City's new roadway would be scored by its own functional classification, as it is reasonable to assume that it will not reduce congestion on Freeway X because other routes for local traffic to travel from A to B already exist. In other words, local traffic diversion from the Freeway is already occurring, and the addition of another alternate route will not have an impact on the operation of the Freeway.
Each project will receive a score based on the classifications shown in Table 1.

**Table 1**

Functional Classification Rating

<table>
<thead>
<tr>
<th>Functional Classification Designation</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freeway (existing and proposed)</td>
<td>10 Points</td>
</tr>
<tr>
<td>Regional Arterial</td>
<td>7 Points</td>
</tr>
<tr>
<td>Other Arterial</td>
<td>3 Points</td>
</tr>
<tr>
<td>Not on Regional Thoroughfare Plan</td>
<td>0 Points</td>
</tr>
</tbody>
</table>

**Speed Delay-Rating** - (10 Points)

Each candidate project submitted for funding will be assigned a speed-delay rating based on the anticipated improvement to travel times and speeds that will result from the roadway improvement. This will be calculated by taking the difference between the posted roadway speed limit (maximum free-flow speed) and a current observed speed on the facility (current operating speed), divided by the length of the project. Each city submitting a project for funding will be asked to collect and provide recent peak-hour speeds which will be used in calculating this rating. Using speed delay as an evaluation criterion takes into account both the traffic congestion on and the physical condition of the roadway, both of which affect the operating speed.

The delay rate is defined as the difference between the time it takes to travel a set distance at the posted speed limit without stopping (free-flowing) and the actual time (observed) it takes to travel that same distance (accounting for traffic control delay and congestion), divided by the distance traveled, expressed in minutes per mile.

A 1996 report by Metroplan, the Council of Governments for Central Arkansas, established a delay rate congestion threshold of 0.41 minutes per mile, based on criteria established in the *Highway Capacity Manual*, vehicle limitations, and driver perceptions. In other words, a facility is considered congested when its delay rate is equal to or greater than 0.41 minutes per mile. This number corresponds to the difference in time it takes to travel one mile at 55 miles per hour versus traveling one mile at 40 miles per hour. From this delay rate, a numeric value for congestion, the “degree of congestion” or DOC, has been defined as follows:

\[
DOC = \text{Delay Rate} - 0.410
\]

Thus, a facility at the congestion threshold, that is, with a delay rate of 0.41, has a DOC of 0.000. A facility operating at its maximum free flow speed has a delay rate of 0.00 and a corresponding DOC of –0.410.

In order to provide insight into the magnitude of congestion, eight congestion categories were defined -- five for congested facilities and three for non-congested facilities. The DOC threshold for each of the eight categories is shown in Table 2, along with the points assigned for each category.
Table 2

Speed-Delay Rating Criteria

<table>
<thead>
<tr>
<th>Category</th>
<th>&quot;Degree of Congestion&quot;</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extreme</td>
<td>Greater than 4.499</td>
<td>10 Points</td>
</tr>
<tr>
<td>Severe</td>
<td>Between 1.499 and 4.498</td>
<td>8 Points</td>
</tr>
<tr>
<td>Serious</td>
<td>Between 0.499 and 1.498</td>
<td>6 Points</td>
</tr>
<tr>
<td>Moderate</td>
<td>Between 0.213 and 0.498</td>
<td>5 Points</td>
</tr>
<tr>
<td>Mild</td>
<td>Between 0.001 and 0.212</td>
<td>4 Points</td>
</tr>
<tr>
<td>Borderline</td>
<td>Between – 0.168 and 0.000</td>
<td>2 Points</td>
</tr>
<tr>
<td>Acceptable</td>
<td>Between – 0.410 and – 0.167</td>
<td>1 Point</td>
</tr>
<tr>
<td>None</td>
<td>Less than – 0.411</td>
<td>0 Points</td>
</tr>
</tbody>
</table>

Traffic Volume Rating - (10 Points)

This rating evaluates the project according to the magnitude of traffic-flow improvement that can be expected to result by making the proposed improvement to the facility. The Traffic Volume Rating is calculated by taking the difference between a "build" and a "no-build" condition, which yields the additional traffic resulting from making the improvement. Specifically, year 2020 traffic projections will be generated with and without the improvements in place in order to model the anticipated change. Projects showing the greatest amount of traffic improvement will receive a higher score for this criterion.

Specifically, this criterion is calculated by taking the difference between two year 2020 travel model runs, the "build" condition (Analysis 3) and the "no-build" condition (Analysis 2). The difference between these two analyses is the expected change in traffic volumes resulting from making the proposed improvement to the facility. In general, projects showing the largest amount of traffic improvement will receive a higher score for this criterion. The maximum score available for this criterion will be ten points. The range of possible scores will be determined after the analyses are complete and the data is available to determine minimum and maximum values.

Traffic Volume Growth Rating - (10 Points)

The Traffic Volume Growth Rating is derived from the growth in traffic volumes expected to occur on each candidate segment of roadway between the current condition (year 1995) and the future travel model projection (year 2020). This rating assumes that the project is not in operation in the current year and that it will be operational by the future forecast year. Points will be assigned to each project based on the percentage of growth estimated to occur during this time period.

Specifically, the percent change between traffic volumes in the year 2020 "build" network (Analysis 3) and the 1995 "existing condition" network (Analysis 1) will be calculated. Projects showing the largest amount of change will receive the higher scores. The maximum score available for this evaluator is ten points. The range of possible scores for this criterion will not be determined until after the model runs are complete and the minimum and maximum values are derived.
Travel Desire Rating - (10 Points)

This rating will score each candidate project based on its inherent attractiveness and desirability assuming there is no congestion at all on the facility. When congestion is factored into the equation, roadways that may be more direct and desirable to travel on are sometimes avoided because of high levels of congestion, even though they are the preferred routes. This evaluation criteria is derived by looking at the difference between a year 2020 capacity-constrained model run (Analysis 3), which takes into account the congestion on the roadway, and an "all-or-nothing" model run (Analysis 4), which assumes that there is no congestion on any roadway. The "all-or-nothing" model run allows vehicle trips to choose the preferred route (based on shortest distance and fastest speeds) regardless of any effects due to congestion. The percent difference between the two model runs shows whether the facility is being used because it is the most direct and preferred path ("all-or-nothing") or whether traffic is being diverted to the facility due to congestion on other routes (capacity-constrained). The maximum score available for this criterion is ten points. The range of possible scores will be determined after the travel model runs are complete and the maximum and minimum values are identified.

Benefit-Cost Ratio Rating - (10 Points)

This rating is calculated based on the ratio of benefits resulting from the proposed improvement to the cost of the improvement. The benefits for each project are determined from the reduction in travel-time delay experienced on the roadway segment with and without the candidate roadway improvement. Local government and Dallas County staffs will estimate the costs for each project.

Benefits used in the B/C ratio are calculated from the delay savings gained from an increase in capacity or speeds on the segment (if, in fact, a gain is induced). The reduction in delay is calculated from the increase in average daily loaded speeds, which are derived from the travel model runs. This analysis compares the modeled speeds before an improvement (Analysis 2) and the speeds after the improvement (Analysis 3). After average daily loaded speeds and 24-hour projected traffic volumes are determined for both Analysis 2 and Analysis 3, a benefit-cost ratio is calculated based on the following equation:
Where: \[ \begin{align*}
\text{TAB} & = \text{Total Annualized Benefit ($)} \\
\text{TAC} & = \text{Total Annualized Cost ($)} \\
\text{Vol}^A & = \text{24-Hour Volume from Run 2 (no-build scenario)} \\
\text{Vol}^B & = \text{24-Hour Volume from Run 3 (build scenario)} \\
\text{VOLFAC} & = \text{0.6, volume factor (peak/off-peak/directional dist.)} \\
\text{Length} & = \text{Length of Project (miles)} \\
\text{Speed}^A & = \text{Link Speed from Run 2 (no-build scenario)} \\
\text{Speed}^B & = \text{Link Speed from Run 3 (build scenario)} \\
\text{DAO} & = \text{1.29 persons per vehicle, Daily Auto Occupancy} \\
\text{VOT} & = \text{$9.70 per hour, Value of Time} \\
\text{NOD} & = \text{260 per year, Number of Days for annual benefit} \\
\text{Total Cost} & = \text{Total Project Cost ($)} \\
\text{CRF} & = \text{0.06646, Capital Recovery Factor (40 yrs @ 6%)}
\end{align*} \]

Points are assigned to each project based on the ratio of the total annualized benefits divided by the total annualized cost. Table 3 provides the scoring ranges with their corresponding benefit-cost ratios.

Table 3

<table>
<thead>
<tr>
<th>B/C Ratio</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 0.50</td>
<td>0 Points</td>
</tr>
<tr>
<td>0.51 - 0.75</td>
<td>1 Points</td>
</tr>
<tr>
<td>0.76 - 1.00</td>
<td>2 Points</td>
</tr>
<tr>
<td>1.01 - 1.25</td>
<td>4 Points</td>
</tr>
<tr>
<td>1.26 - 1.50</td>
<td>5 Points</td>
</tr>
<tr>
<td>1.51 - 2.00</td>
<td>6 Points</td>
</tr>
<tr>
<td>2.01 - 3.00</td>
<td>7 Points</td>
</tr>
<tr>
<td>3.01 - 5.00</td>
<td>8 Points</td>
</tr>
<tr>
<td>5.01 - 10.00</td>
<td>9 Points</td>
</tr>
<tr>
<td>10.01 or greater</td>
<td>10 Points</td>
</tr>
</tbody>
</table>
**Accident Rate Rating** - (10 Points)

Each candidate project will receive an accident rating based on the number of correctable accidents reported on the roadway segment. A correctable accident is defined as an accident that will be potentially eliminated if the proposed improvements are implemented. For example, while traffic signals commonly reduce the number of right-angle accidents, they also increase the number of rear-end accidents. For traffic signals, then, only right-angle accidents are considered correctable and factored into the Accident Rate Rating.

Each city will be asked to provide three years worth of actual accident data for each roadway segment submitted for review. Projects with a higher (correctable) accident rate over this three-year period will receive a higher rating. After all the accident data has been analyzed, a range of scores will be developed between zero and ten points, based on the magnitude of correctable accidents reported.

**Air Quality / Energy Conservation Rating** - (10 Points)

Each project submittal will be evaluated based on its overall impact toward improving the quality of the region’s air. The Dallas-Fort Worth region is currently designated as a nonattainment area by the U.S. Environmental Protection Agency based on past exceedances of the national ambient ozone standard. In order to promote regional air quality goals and objectives, each project will be quantified in terms of air quality reductions. Specifically, the dollars per pound of nitrous oxide (NOx) emission reductions will be calculated and each project will receive a score based on its reduction potential.

Emission reductions will be calculated by estimating emissions before and after the improvement is in place, and taking the difference. Projects contribute positively toward air quality reductions, in general, when speeds approach 50 miles per hour and operating performance is improved. The following formula provides the methodology for calculating emission reductions on a project-by-project basis.

$$ \frac{\$}{Lb.} = \left( \frac{(\text{TOTAL COST} \times \text{CRF}) \times C_1}{[(\text{VOL}_B \times \text{EF}_B \times \text{LENGTH}) - (\text{VOL}_A \times \text{EF}_A \times \text{LENGTH})] \times 260 \text{ DAYS/YEAR}} \right) $$

Where:

- \( \text{VOL}_B \) = 24-hour modeled volume before improvement (Analysis 2)
- \( \text{EF}_B \) = Emission factor based on speeds from Analysis 2 (grams/mile)
- \( \text{Length} \) = Project Length (miles)
- \( \text{VOL}_A \) = 24-hour modeled volume after improvement (Analysis 3)
- \( \text{EF}_A \) = Emission factor based on speeds from Analysis 3 (grams/mile)
- \( \text{Total Cost} \) = Total project cost ($)
- \( \text{CRF} \) = 0.06646, Capital Recovery Factor (40 yrs @ 6%)
- \( C_1 \) = 454 grams per pound (conversion factor, grams to pounds)
- \$/lb. = Dollars per pound of NOx emissions reductions
Points will be assigned to each project based on the ratio of the annualized cost to the annualized NOx emissions reductions. *Table 4* provides the scoring ranges for this evaluation criterion.

**Table 4**

<table>
<thead>
<tr>
<th>Air Quality / Energy Conservation Rating</th>
</tr>
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<tbody>
<tr>
<td><strong>$ / Lb. Of Nox Reductions</strong></td>
</tr>
<tr>
<td>--------------------------------------</td>
</tr>
<tr>
<td>&gt; 100.0</td>
</tr>
<tr>
<td>50.0 - 99.99</td>
</tr>
<tr>
<td>10.00 - 49.99</td>
</tr>
<tr>
<td>5.00 - 9.99</td>
</tr>
<tr>
<td>&lt; 4.99</td>
</tr>
</tbody>
</table>

**Sustainable Development/ Redevelopment/ "Smart Growth" Rating** (10 Points)

Each project submittal will be evaluated with respect to encouraging regional sustainable development or "smart growth" patterns (i.e. densification of the urban core counties) or redevelopment of distressed areas. There will not be a sliding scale of points available for this criterion. Each project will either receive the full 10 points or will receive a zero. A project located within a census block classified as "Distressed" or "Under-Utilized" as defined in the Dallas County Tax Abatement Policy will receive the full 10 points; all other projects will receive a zero.

The aforementioned policy defines a "Distressed" area as a census block whose median family income is less than or equal to 150% of the poverty level for a Dallas area family of four or a census block contained within a federally or state-designated enterprise zone.

An "under-utilized" area is a census block that meets three of following five criteria:

1) *Low population growth* (percentage change in population that is less than the County average for 1980-1995)
2) *Low employment growth* (percentage change in employment that is less than the County average for 1990-1995)
3) *Low traffic congestion* (roadways where, in 1995, no more than 30% of lane miles exceeded free-flow traffic levels during peak hours)
4) *Low property values* (median value of owner-occupied structure is no greater than 50% of the County median)
5) *Predominantly low/moderate income population* (at least 51% of population earns less than 80% of the Dallas area median household income)

For census blocks that are at least two-thirds (2/3) undeveloped, only one of the five criteria listed above need to be met to qualify as "under-utilized."
**Intermodal / Multimodal / Social Mobility Rating** - (10 Points)

Each project submitted for funding will receive a score based either on its ability to involve more than a single mode of travel or its long-term economic development potential that could benefit the community. There will not be a sliding scale of points available for this criterion. Each project will either receive the full 10 points or will receive a zero. There are four separate elements that comprise this scoring criteria and a project that addresses any one of these elements will receive the full 10 points. These four elements are:

- **Intermodal Project** - A project that provides for the interaction of two or more transportation modes in a given area and which promotes the efficient movement and transfer of people or goods.

- **Multimodal Project** - A project that facilitates non-SOV (single occupant vehicle) modes of transportation.

- **Social Mobility Project** - A project that provides transportation services to individuals or groups who need some form of transportation due to an inability to utilize existing forms of transportation. This can include services to the elderly and disabled or economically disadvantaged individuals.

- **Infrastructure Investment Project** - A capital project with a likelihood of producing long-term economic benefits as opposed to an operational project which only provides direct benefits for a given short time period.

**Special Case Rating Methodology**

**Special Case #1** - If all or part of a roadway consisted of a new roadway, then it was not possible to calculate a Speed Delay Rating, a Benefit-Cost Ratio Rating, or an Air Quality Rating. In these cases, the Speed Delay Rating, the Benefit-Cost Ratio Rating, and the Air Quality Rating are all given zero points, and the maximum points for the Traffic Volume Rating are increased to 40. This is accomplished by multiplying the Traffic Volume Rating by four.

**Special Case #2** - In certain situations, the Benefit-Cost Ratio may be misleading because the traffic induced by the capacity improvement was so great that the resulting congestion was higher than without the improvement. This signifies that the project is highly warranted. Projects falling under the Special Case #2 category will receive zero points for the Benefit-Cost Ratio Rating, and the maximum allowable points for the Traffic Volume Rating will be increased to 20. This is accomplished by multiplying the points assigned to the Traffic Volume Rating by two.

**Special Case #3** - The criteria which use percent change as a basis for scoring, Traffic Volume Growth Rating and Travel Desire Rating, could be misleading if the absolute value of the traffic volumes is less than 5,000 in the year 2020. To avoid overrating these projects, the maximum points available for the Traffic Volume Growth Rating Criteria and the Travel Desire Rating will be reduced to five for each rating element. This is accomplished by dividing the score for these two criteria by two.
In order to aide in the successful implementation of the Dallas County CMIP, it is imperative to accept only those projects for funding that have a strong commitment from all the stakeholders. One strong indicator of this commitment is the value of resources being contributed. In order to reward those projects with strong commitments, a multiplier based on the value of the local commitment (as a percentage of the total project value) will be applied to the aggregate scores. This multiplier will be equal to 1 plus the percent of local match, expressed as a decimal. Thus, if a City commits to a match of 50 percent of a project's value, that project's aggregate score will be multiplied by 1.50 in determining the final score. For a match of 20%, the multiplier is 1.20.

As the financial resources of all possible stakeholders are not equal, said multiplier may be considered to be inherently biased against those possible stakeholders with limited resources. Therefore, in order to mitigate this perception of inherent bias, bonus points will be assigned to those cities where 60% of the land area falls in census blocks defined as "Distressed" or 51% Low/Moderate Income. This bonus consists of adding 0.3 to the multiplier for any project submitted by a city qualifying for the bonus. For example, a the multiplier for a project submitted by a qualifying city contributing 20% of the total cost of the project will be 1.50 (1.20 plus 0.30), the same multiplier applied to a project for a non-qualifying city contributing 50%. In other words, the qualifying city is receiving the equivalent of 60% of the local contribution factor (30 of the 50%) in the multiplier.

Example 1.
Projects for Cities A, B, C, and D all finish with aggregate scores of 80. Cities A, B, C, and D agree to contribute 50%, 20%, 0%, and 20%, respectively, of the cost of the project. City D qualifies for the 60% local match multiplier bonus.

The multiplier for the four projects are as follows:
City A - 1.50
City B - 1.20
City C - 1.00
City D - 1.50

The final point totals for the four projects, computed by multiplying the aggregate total by the multiplier, are as follows:

City A - 120.0
City B - 96.0
City C - 80.0
City D - 120.0

Example 2.
City Q is a qualifying city and contributes 20% of the project cost. Q's project finishes with an aggregate score of 70 and a total score 105.0. City R's project finishes with an aggregate score of 100, but since R is not willing to commit local resources (and is non-qualifying), the project finishes with a total score of 100.0, below Q's. So does City S's project with a total score of 102.0, which finished with a higher aggregate score of 85 but was supported with a 20% local commitment (S is a non-qualifying city) resulting in a multiplier of 1.20 compared to Q's 1.50.
Location of Distressed Areas and Census Block Groups that are at Least 51% Low/Moderate Income
Location of Distressed Areas and Under-Utilized Areas Under Dallas County Tax Abatement Policy.

1990 CENSUS TRACTS
DISTRESSED AREAS
UNDER-UTILIZED AREAS

SCALE: 1" = 4 MILES
MEMORANDUM

TO: Commissioners Court

THROUGH: Kenneth A. Mayfield, District No. 4

FROM: Selas Camarillo, P.E., R.P.L.S., Assistant Director - Property Division

SUBJECT: State Highway 114, ROW CSJ No. 0353-04-021
Parcels 15, 15E, 16, 16E, 17
Judgment styled State of Texas and County of Dallas vs. E.R. Byer, etal

BACKGROUND OF ISSUE

The State of Texas and the County of Dallas jointly acquired title to several tracts of land through a Judgment in eminent domain proceedings, Cause Nos. 25462-D, 25464-D, and 25466-D, County Court at Law No. 4 dated January 11, 1965.

The tracts of land were acquired for the improvement of S.H. 114, ROW CSJ No. 0353-04-021, Parcels 15, 15E, 16, 16E and 17 in conjunction with the 1957 Bond Program. Title to said tracts of land were inadvertently vested jointly in the name of the State of Texas and County of Dallas and should have been vested solely in the name of the State of Texas.

The State is currently involved in a funding agreement with a local developer for the construction of the State Highway 114 South Frontage Road from a Point 700-feet east of the Centerline of Longhorn Drive to State Highway 161. The State has agreed to construct the frontage road and the developer has agreed to pay all costs of construction. The State has agreed to release Control of Access Rights to developer along S.H. 114. The value for the construction of the frontage road far exceeds the value of the property.

The State cannot proceed with construction of the frontage road without clear title to the property. The State is requesting the County execute a Quitclaim Deed conveying the County's interest it inadvertently acquired in the eminent domain proceedings to the State of Texas.

IMPACT ON OPERATIONS AND MAINTENANCE

This is a state metropolitan highway operated and maintained by the State.

FINANCIAL IMPACT/CONSIDERATIONS

On state metropolitan highway's all title vests solely in the name of the State.

PERFORMANCE MEASURES IMPACT

No impact.
PROJECT SCHEDULE/IMPLEMENTATION

N/A.

RECOMMENDATION

The Director of Public Works has reviewed the request from the State, concurs and recommends execution of a Quitclaim Deed conveying to the State the County's interest in S.H. 114, Parcels 15, 15E, 16, 16E and 17 it inadvertently acquired by Judgment in eminent domain proceedings, Cause Nos. 25462-D, 25464-D and 25466-D.

If the Commissioners Court agrees, a Court Order authorizing the County Judge to execute the Quitclaim Deed will be placed on the next agenda.

APPROVED BY:

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

Attachment
STATE OF TEXAS §
COUNTY OF DALLAS § KNOW ALL PERSONS BY THESE PRESENTS:

THAT the County of Dallas, Texas, a political subdivision of the State of Texas, hereinafter “Grantor”, and by virtue of a duly executed Commissioners Court Order No. 2001-_____ dated January __, 2001, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, bargain, sell, release and forever quitclaim unto the State of Texas, hereinafter “Grantee”, its successors and assigns, all right, title and interest, if any, in and to that certain tract or parcel of land situated in the City of Irving, Dallas County, Texas, as described in Exhibit “A”, attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said premises together with, all and singular, the rights, privileges and appurtenances thereto in any manner belonging unto the said Grantor, and said Grantor shall not at any time hereafter have, claim, or demand any right or title to the property or any part of it.

EXECUTED this the ___ day of __________, A.D., 2001.

COUNTY OF DALLAS, TEXAS

By: ____________________________
    Lee F. Jackson, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS § BEFORE ME, the undersigned authority,
on this day personally appeared Lee F. Jackson, County Judge, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the County of Dallas, Texas, and that he executed the same as the act of the County of Dallas, Texas for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of ________, A.D. 2001. (L.S.)

Notary Public in and for the State of Texas
My Commission Expires__________________

GRANTEES ADDRESS: State of Texas
    4777 East Highway 80
    Mesquite, TX 75150
January 8, 2001

MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Mike Cantrell, District No. 2

FROM: Selas Camarillo, P.E., R.P.L.S., Assistant Director – Property Division

SUBJECT: Household Hazardous Waste Collection Site
11232 & 11234 Plano Road, Dallas, Texas
Easement for Water Meter Vault: Dallas County to Dallas Water Utilities

BACKGROUND

Dallas County acquired the captioned site for use as a collection point for household hazardous waste. A sprinkler system must be installed as part of the development of the site. The City of Dallas (“City”) through its Dallas Water Utilities (“DWU”) Department requires that sprinkler water be metered separately. DWU also requires that the meter be installed in an easement in the City’s name. Execution of the attached Water Easement will grant such an easement. The proposed water easement is 118.7 square feet and is located in the southwest corner of the captioned site.

OPERATIONS AND MAINTENANCE

The County is required to pay for the meter’s installation but future operation and maintenance of the meter will be by DWU.

FINANCIAL IMPACT

No direct costs will accrue to Dallas County in granting the Water Easement. The value of the water line easement to be conveyed to the City will be offset by the value of installation of the fire protection service for the county’s facility.

LEGAL INFORMATION

The conveyance is in conformance with Section 272.001 of the Local Government Code.

RECOMMENDATION

The Director of Public Works has reviewed the request from the City, concurs and recommends that the Dallas County Commissioners Court authorize the County Judge to execute the attached 118.7 square foot Water Easement to the City of Dallas, Texas, for the installation of a water meter for the sprinkler system to the Household Hazardous Waste Collection Site at 11232 and 11234 Plano Road, Dallas, Texas.
If the Commissioners Court concurs, a Court Order authorizing the above matter will be placed on the next regular agenda.

APPROVED BY:

[Signature]

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

Enclosure
KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas, and by virtue of a duly executed Commissioners Court Order No. 2000-___________ dated __________, 2000 (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of DALLAS, State of TEXAS, for and in consideration of the sum of $10.00 to the undersigned in hand paid by the City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, an easement for the purpose of laying, constructing, maintaining, repairing and replacing a City water and wastewater main or mains and appurtenances and such additional main or mains and appurtenances as are needed in the future in, under, through, across and along all that certain lot, tract or parcel of land described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

The City is acquiring this property for the purpose of laying, constructing, maintaining, repairing and replacing a City water and wastewater main or mains and appurtenances and such additional main or mains and appurtenances as are needed in the future, according to such plans and specifications as will, in City's opinion, best serve the public purpose. The payment of the purchase price shall be considered full and adequate compensation for the easement rights herein granted.

Should one or more of the Grantors herein be natural persons and not joined by their respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s). Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

The City shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the right of ingress and egress over and across said property to and from said easement for the purpose of constructing, reconstructing, maintaining, inspecting or repairing said main or mains and appurtenances.

The City shall have the right to remove and keep removed from the permanent easement herein granted any and all structures, fences, trees, shrubs, growths or other obstructions which may endanger or interfere with the construction, reconstruction, maintenance, repair or operation of the said main or mains. (Grantor, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over or otherwise obstruct any cleanout, valve, meter or manhole located within the herein described permanent easement.)

Grantor, its successors or assigns, shall not be permitted to plant trees or shrubs of any kind within the boundaries of the herein described permanent easement.

All expenses in the construction and maintenance of said main or mains and appurtenances shall be
borne by the City. In the construction of said mains and appurtenances, should the City find it necessary to remove any improvements now on the above-described property, all of those expenses shall also be borne by the City. Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

Nothing in this easement shall be construed as a waiver by the City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas.

SPECIAL PROVISIONS:

None

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor’s heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this ______ day of ______________________, ______.

COUNTY OF DALLAS, TEXAS

By: ________________________________

Lee F. Jackson, County Judge

THE STATE OF TEXAS 

COUNTY OF _________________________

This instrument was acknowledged before me on _________________________ by ________________________________

Notary Public, State of Texas

THE STATE OF TEXAS 

COUNTY OF _________________________

This instrument was acknowledged before me on _________________________ by ________________________________

Notary Public, State of Texas

THE STATE OF TEXAS 

COUNTY OF DALLAS

This instrument was acknowledged before me on _________________________ by Lee F. Jackson, County Judge of the COUNTY OF DALLAS, TEXAS

a political subdivision of the State of Texas, on behalf of said political division

Notary Public, State of Texas

Water & Wastewater Easement Log No. 24357
WATER VAULT EASEMENT
THE COUNTY OF DALLAS

Being a 0.003 Acre (118.7 square feet) Tract of land situated in the Thomas McCanne Survey, Abstract No. 959, being situated in Dallas city block 8061, Dallas County, Texas and being part of that certain Tract described in Deed to C.S. Brindley, et al, recorded in Volume 67167, Page 165, and to Gary L. Anderson and Sandra A. Anderson by deed recorded in Volume 84205, Page 0622, of the Deed Records of Dallas County, Texas, and also being a portion of that certain Tract described in Deed to Dallas County, Texas, as recorded in Volume 99143, Page 06425, and Volume 99124, Page 05464, of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a found 5/8" iron rod for the intersection of the east right of way line of Plano Road (100' R.O.W.) and the North right of way line of the DART (100' R.O.W.); THENCE N00°23'00"E, a distance of 32.03 feet along the East R.O.W. line of Plano Road to a 5/8" iron rod found for corner and The Point of Beginning; THENCE, with the East line of Plano Road, N00°23'00"E, 13.73 feet to a set ½" iron rod for corner;

THENCE S89°37'00"E, 10 feet to a set ½" iron rod for corner;

THENCE S00°23'00"W, 10 feet to a set ½" iron rod for corner

THENCE S69°54'21"W, 10.67 feet to The Point of Beginning and containing 0.003 Acres (118.7 square feet).

Selas Camarillo, R.P.L.S. No. 3138
VICINITY MAP

Household Hazardous Waste Disposal Site

EXHIBIT A

COUNTY OF DALLAS, TEXAS
DEPARTMENT OF PUBLIC WORKS

Bowie Road

Forest Lane

Dart Road

Plano Road

Miller Road

Jupiter Road

Johnson County Road

Kingsley Road
January 10, 2001

MEMORANDUM:

TO: Commissioners Court

FROM: Selas Camarillo, P.E., R.P.L.S.,
Assistant Director – Property Division

SUBJECT: ROW Acquisition Services Indefinite Quantity Contract
CMAQ No. 25 Intersection Project, Walnut Hill at Greenville Ave.
Work Order No. 7

Subject:

Pursuant to Court Order No. 99-1858, the Commissioners Court awarded the Indefinite Quantity Contract to Contract Land Staff, Inc., for a term of one year with an option to extend one additional year. The Public Works Department was authorized to negotiate reasonable Work Order fees with Contract Land Staff, Inc. for right of way acquisition services and submit the results to Commissioners Court. To date six Work Orders have been authorized, totaling $605,377.00. Work Order No. 7 will be for complete right of way acquisition services on CMAQ No. 25 Intersection Project, Walnut Hill at Greenville Avenue.

Financial Impact:

The following right of way services fees were negotiated:

| Basic Fee                      | $33,800.00 |
| Reimbursable Costs             | $ 2,500.00 |
| Total Work Order No. 7         | $36,300.00 |

Funding is available in Fund 0190, Project 00102.

Performance Measures Impact:

The CMAQ #25 Intersection Project is included in the Public Works Department workload for FY 2001. Acquisition of these parcels through this IDQ Work Order will assist the Department in meeting the performance outcome measures for FY 2001.
Project Schedule:

Contract Land Staff, Inc. is prepared to commence acquisition activities upon receipt of “Notice to Proceed”. Time of completion for Work Order No. 7 will be 180 days from date of “Notice to Proceed”.

Recommendation:

The Director of Public Works has reviewed the Work Order fees and completion time submitted by Contract Land Staff, Inc. on Work Order No. 7 and considers this fee to be fair and reasonable. It is recommended that Work Order No. 7, CMAQ No. 25 Intersection Project, Walnut Hill at Greenville Avenue be awarded to Contract Land Staff, Inc. in the not to exceed amount of $36,300.00 to be funded from Fund 0190, Project 00102.

If the Commissioners Court concurs a Court Order will be placed on the next formal agenda authorizing this matter.

APPROVED BY:

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

SC: cd
Selas 2001-01/CLS Brief CMAQ 25
Attachment
WORK ORDER NO. 7  COURT ORDER NO. ________ DATE: __________

INDEFINITE QUANTITY Right-of-way
ACQUISITION SERVICES CONTRACT

CONTRACT LAND STAFF, INC.
CONTRACTOR:

SCOPE: For right of way services to include, but not be limited to: title research, appraisal services, administration, closing services, and condemnation support of right of way (ROW), for the Walnut Hill Lane at Greenville Avenue Intersection CMAQ Project.

TOTAL BASIC FEE (PART A)  (BASED ON ATTACHED SCHEDULE)  $33,800.00

TOTAL REIMBURSABLE CHARGES (PART B)  (BASED ON ATTACHED SCHEDULE)  $2,500.00

WORK ORDER (PART A & PART B)  $36,300.00

TIME OF COMPLETION, Within One Hundred Eighty (180) days from the date of the Notice-to-Proceed.

General Provision: Terms and conditions of Contract between County and Contract Land Staff, Inc. (Contractor) approved by Commissioners Court Order No. 99-1858 dated September 28, 1999 remain in effect. This Work Order incorporation by reference the Request for Proposal and Contractor’s proposal response dated August 12, 1999.

Recommended By:  ___________________________
                      Donald R. Holzwarth, P.E.
                      Director of Public Works

APPROVED BY:  ___________________________
Lee F. Jackson
Dallas County Judge

ACCEPTED BY:  ___________________________
Dan Ewing
President
Contract Land Staff, Inc.
# ATTACHMENT TO WORK ORDER NO. 7

## SCHEDULE OF RIGHT-OF-WAY SERVICES

### PART A.

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PART B.  REIMBURSABLE CHARGES:

In addition to the Basic Services Fees, reimbursable charges may be authorized including:

1. Additional meetings/presentations where county has requested Contractor's attendance will be compensated at rate of $60.00 Per hour. Chargeable time shall be computed from time Contractor arrives at prescribed meeting location through termination of meeting (minimum one hour) with no additional cost for travel expense. The total cost to the County not to exceed $500.00.

2. Assistance to the County as expert witness in any litigation with third parties and condemnation proceedings will be compensated based on an hourly rate for each hour in which Contractor's preparation and presence is required. Chargeable time shall be computed from time Contractor arrives and departs meeting and/or the actual documented time (Time Sheet) spent to prepare for such litigation, (including travel costs) at $125.00 per hour and $60.00 per hour to coordinate exhibits. The total cost to the County shall not exceed $2,000.00.

3. Special Contract Services when required and approved by County will be compensated at the invoice cost to the Contractor plus ten percent (10%).

TOTAL PART B $2,500.00

TOTAL PART A and PART B $36,300.00
January 8, 2001

TO: Commissioners Court

FROM: Angela M. Igrisan, Administrator

SUBJECT: Update on State Disbursement Unit for Child Support

BACKGROUND: As the Court is already aware, the Attorney General’s Office is currently operating the State Disbursement Unit (SDU) for Child Support as required by the Federal Welfare Reform Act signed August 22, 1996. This unit will process all child support payments for IV-D cases, and non-IV-D cases with wage withholding where the original order was signed on or after January 1, 1994. The purpose of this briefing is to update the Court of the potential impact of the SDU to the Dallas County Child Support Office.

OPERATIONAL IMPACT: Check Processing

Our office currently processes approximately 1,750 child support payments per day. This number is expected to decrease as the SDU begins redirecting employers to them over the next two years. About 10% of our volume is IV-D, which will all go away. Of the remaining 90% of our work, it is difficult to determine the number of cases that will be redirected for payment processing – a conservative estimate would be 20%. Therefore, Dallas County Child Support Office will no longer “receive and disburse” payments for at least 30% of its current cases.

Customer Service/Monitoring of Delinquencies

It is anticipated that customer service and monitoring of delinquent child support activities will only increase during this transition and into the future. Additional information regarding customer service activities is included in the financial impact section of this briefing. Additional information on our monitoring program is included in the January 12, 2001, legislative packet.

The Child Support Office will continue to open new accounts. While wage withholding orders are provided in all new court orders, not all custodial parents make use of this provision. For those that do, employers require time to begin garnishing wages. Therefore, payments will be accepted at our office prior to the employer sending the first check to the SDU – in addition, we will be electronically providing the SDU with the information to create their new account to process these checks.
FINANCIAL IMPACT:

Annual Fee Revenue

In FY00, the Child Support Office collected over $390,000 in annual fee revenue. It is anticipated that within the next two years there will be a decrease of approximately $117,000 in annual fee revenue (30%) if no legislative changes occur. The Child Support Office has recommended that Dallas County propose legislation in this session to allow for our office to receive the $36 annual fee for not only “receiving and disbursing” as it is currently, but also for “MONITORING”. As noted above, there is a large financial impact to Dallas County, should this legislation not pass.

Customer Service/State Case Registry Update Revenue

A new revenue to the County will be for our office to provide Customer Service for the SDU, from our office, utilizing the Internet. For each contact our office has with someone concerning their SDU account, the County will receive $1.97. The same $1.97 will be paid for each address/name change, etc. update to the State Case Registry system. It is nearly impossible to determine the number of customer service contacts we will experience with this SDU. At this time, we are planning to absorb this contact with current staff and equipment (the State donated a PC and Printer in October 2000).

Initial Upload to SDU Database

The County will also be able to obtain revenue from the initial upload of data to the SDU at $5 per account. Apollo has created a program to assist our office with providing the SDU with our case information in the proper format. Based on the estimate of a 30% impact to our workload, there is a potential one-time revenue to the County of $75,000 in FY01 and FY02. We have not yet been contacted to provide this information to the SDU. Harris County will be the first to begin the “employer by employer redirection” of non-IV-D payments, slated to begin the first quarter of 2001.

Apollo Software Invoices

As the Court is aware, Apollo Software is the vendor for our PC-based child support software. Apollo has provided our office with several programs to ‘clean up’ our database, provide direct deposit services, and prepare for the SDU database information exchange.

1) 18 and Over Programming: On February 8, 2000 Commissioners Court was briefed regarding the need, and benefits of, additional programming for the Apollo Child Support System (attached). At the time of the previous briefing, Commissioners Court approved the use of $1,000 to complete programming that would enable the Child Support Office to inactivate all accounts where the youngest child had reached the age of 18.

This was an attempt to ‘clean up’ the database and determine the true number of active accounts and receivables for annual fees in the Child Support Office. This programming has been completed, however, requires one modification to provide the data to research annual fees for correctness. Apollo will make this modification without any additional programming fees. We currently have a bill for $1,000 for this service that needs to be paid.
2) Direct Deposit Programming: Also in February, Commissioners Court approved $1,000 for Apollo to research the feasibility of writing a direct deposit or EFT program. However, Apollo went on to complete the programming prior to Commissioners Court approval of the additional funds to do so. Therefore, our office currently has a bill for $3,400 for the research/writing of a direct deposit program for child support. It appears that during the transition of Administrators in the Child Support Office, a request to Commissioners Court to pay for the writing of the program was overlooked. As stated in the February briefing, this program should be self-liquidating within two years.

3) State Disbursement Unit Database Upload Programming: Initially, it was thought that the State/OAG would provide funding for this programming to vendors of Counties, however, this is not the case. Apollo has worked directly with the State vendor for the SDU to develop the program to upload case data to populate the SDU’s database for Dallas County cases. There is a $5,000 bill associated with this effort, which should be more than completely offset by the $5 per case reimbursement explained above.

LEGAL IMPACT: The District Attorney’s Civil Section has reviewed the “Cooperative Agreement Between The Office of the Attorney General of the State of Texas and Dallas County, Texas” and has not raised any issues. This agreement needs to be signed by the County Judge in order for the County to receive the reimbursements noted above under Customer Service (similar to other agreements for reimbursement with the OAG currently in effect in our office & the District Clerk’s Office). This document will be provided to the Clerk of the Court, as it has many pages.

RECOMMENDATION: The Child Support Office recommends that the County Judge sign the cooperative agreement for providing customer service, etc. to the SDU and that the Office of Budget and Evaluation determine a funding source to pay the outstanding Apollo programming invoices for inactivating accounts, direct deposit capabilities, and SDU upload. The Child Support Office further recommends that the Auditor create a new revenue fund to track the reimbursement from the SDU for customer service, database uploads and maintenance to the State Case Registry.
DATE: February 2, 2000

TO: Commissioners Court

THROUGH: Philip B. Scheps, Budget Officer

FROM: Melissa Watts, Budget and Policy Analyst

SUBJECT: Child Support Office Software Improvements

Background

In June of 1998, Commissioners Court approved reorganization and modernization of the Child Support Office that included Apollo database software and mainframe programming, among other technologies. At this point, Child Support is requesting $2,000 to expand the utility of Apollo software by a) custom programming the software to identify cases in which the youngest child is 18 or older and all financial obligations have been met, and b) study the feasibility of integrating an electronic funds transfer (EFT) program into the existing Child Support system. The purpose of this briefing is to examine these requests and make a recommendation.

Operational Impact

Apollo software has enabled the Child Support Office to get off the mainframe computer and has provided a great deal of flexibility in manipulating the data. Most importantly, it has allowed for monitoring of child support cases that have been delinquent since July, 1999. The office sends notices to delinquent payors to encourage them to pay on time and not fall into greater debt. A list of these delinquents is then sent to each Family Court judge monthly. Child Support also now sends late notices to delinquent payors of their annual fees. This is one reason the Office collected over $40,000 in November.

Cleaning up the data will allow Child Support to monitor earlier cases since the information will be much more correct. This will also allow Child Support to brief the Court either this fiscal year or next about engaging an agency to collect past due annual fees.

The EFT program will benefit both the Child Support payment recipient and the County. Payment would be deposited directly in the recipient's bank account. The Child Support Office manager estimates that this would save the County $8,000 annually in postage and other expenses, as well as staff time and effort (see Attachment A).
**Financial Impact**

Apollo estimates that it will cost $1,000 to do the custom programming that will identify and mark as inactive child support cases with children age 18 or older in which the financial obligation to the custodial parent and to the County (for collection fees) have been satisfied.

Apollo has proposed a feasibility study to determine the actual costs of research and development of an EFT program which would allow payments to be directly deposited into a bank that manages the County's Child Support accounts. The estimated cost of the study is $1,000, all of which would be credited toward the cost of developing the program if the County decides to proceed. Once the study is completed, the results will be presented to the Court prior to authorization of additional amounts. The Child Support manager estimates the total cost of developing the program at $4,000. Apollo has given a not-to-exceed cost of $15,000.

OBE has discussed with the County Treasurer the possibility of funding the direct deposit program with earnings credits. However, the Child Support banking arrangements fall outside the depository banking contract and are therefore not eligible.

**Recommendations**

By cleaning the Child Support database, the Office will be better able to monitor delinquent accounts and recover these payments. The cost of EFT programming will be self-liquidating in two years at most. The Office of Budget and Evaluation recommends authorization of Apollo custom programming and the feasibility study for EFT, not to exceed $2,000. It is recommended that unallocated reserves be used for this request.
BE IT REMEMBERED, at a regular meeting of Commissioners Court of Dallas County, Texas, held on the 15th day of February, 2000, on a motion made by Jim Jackson, Comm. Dist. #1, and seconded by John Wiley Price, Comm. Dist. #3, the following Court Order was adopted:

WHEREAS, the Office of Budget and Evaluation briefed Commissioners Court on February 8, 2000 concerning a request by the Child Support Payment Office for funding for technological improvements; and

WHEREAS, custom programming for the Child Support software is recommended in order to better monitor delinquent payors; and

WHEREAS, a feasibility study of the implementation of an electronic funds transfer (EFT) program is recommended before the County invests in such programming, in order to know that the savings will offset the costs

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that $2,000 ($1,000 for custom programming, $1,000 for EFT feasibility) be transferred from unallocated reserves to the Child Support Supplement (120.4052.07930.2000).

DONE IN OPEN COURT this the 15th day of February, 2000.

Lee F. Jackson, County Judge
Jim Jackson, Dist. #1
Mike Cantrell, Dist. #2
John Wiley Price, Dist. #3
Kenneth A. Mayfield, Dist. #4
Philip B. Scheps, Budget Officer
January 10, 2001

To: Commissioners Court

Through: Chris Thompson, Director Communications & Central Services

From: Margaret L. Anderson, CRM, Records Management Officer

Subject: Records Management Software, RFP # 2000-245-662

BACKGROUND OF ISSUE

The Request for Proposal # 2000-245-662 high technology proposal pursuant to Texas Local Government Code 262.030 for this software project was briefed August 1, 2000. On November 14, 2000, the Purchasing Department briefed the Court on the results (see attached). Representatives from Purchasing and Communications & Central Services along with John Hennessey, MIS Director evaluated the proposals. John Hennessey concurred with the award recommendation and agreed to furnish a server for records management use for this software. Negotiations have been ongoing between the County and Triadd Software since that time. A final conversion cost quotation has been received and evaluated by Communications & Central Services and Purchasing Departmental staff.

IMPACT ON OPERATIONS

Approval of this project will enable Records Management to replace the outdated DOS version currently used to track boxes and files stored at the Records Center. Upon completion, the new software will allow more efficient retrieval and tracking of files. The Records Management staff will be able to oversee activity from a remote location and allow user departments such as the County Clerk’s office and the District Clerk’s office to view their data stored at the Records Center.

FINANCIAL IMPACT

Costs to implement this project including conversion are estimated at $30,505. Partial funding for this project was encumbered in Fiscal Year 2000. The remaining funds are available from Communications & Central Services 2001 budgeted funds. Costs are based on the following quotations:

a. Software proposal - GAIN Records Management system, annual maintenance, 1-Symbol PDT 3100 Bar Code Scanner, Training of four persons for three days, and Customer Discovery = $22,255.00 and

b. Conversion costs as per letter dated January 3, 2001 = $8,250.00
RECOMMENDATION

Authorization to proceed with awarding the bid to Triadd Software is requested based on Triadd’s Proposal dated September 22, 2000 and Quotation for Conversion Services dated January 3, 2001. Staff recommends awarding RFP # 2000-245-662 to Triadd Software to provide the software, selected hardware and conversion services for the Records Management System. Should the Court concur with the recommendation an Award Court Order will be scheduled for the next formal agenda for approval.

cc  John Cantwell, Purchasing Director
    Linda Boles, Purchasing Analyst
    John Hennessey, MIS Director
TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Records Management System, RFP #2000-245-662

Background/Issue
By authorization of the Commissioners Court and Texas Local Government Code 262.030, high technology request for proposals were received by the Purchasing Department for Records Management System from the following two companies:
Triadd Software
Tower Software Corporation

The proposals were evaluated and scored by Central Services and the MIS Director. The M/Wbe information was evaluated by the M/Wbe Coordinator. The proposals were evaluated based on information contained in the proposal using the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Total Cost of System</td>
<td>30</td>
</tr>
<tr>
<td>II. System Makeup</td>
<td>30</td>
</tr>
<tr>
<td>III. Time Line</td>
<td>10</td>
</tr>
<tr>
<td>IV. References</td>
<td>5</td>
</tr>
<tr>
<td>V. Demonstration of System</td>
<td>5</td>
</tr>
<tr>
<td>VI. Quality of Proposal</td>
<td>5</td>
</tr>
<tr>
<td>IV M/Wbe Participation/Representation</td>
<td>15</td>
</tr>
</tbody>
</table>

The evaluation committee scored Triadd Software's proposal to be the most reasonably susceptible firm to be selected for award for the Request for Proposal for the Records Management System. The consolidated scores are as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triadd Software</td>
<td>69.00</td>
</tr>
<tr>
<td>Tower Software Corporation</td>
<td>59.98</td>
</tr>
</tbody>
</table>

M/WBE Information
Triad Software received three points for submission and completion of their EEO1 form. Tower Software Corp. failed to submit M/Wbe documentation. Therefore, Tower's proposal does not comply with the County's good faith effort policy resulting in zero points allotted in this category.
Pursuant to County's procedures for the selection of high technology items (Rule #12), it is recommended that the Commissioners Court authorize staff to enter into negotiations with Triadd Software to develop a proposed Contract for a Records Management System for future submission to the Court for formal award consideration.

Should the Commissioners Court concur with the aforementioned recommendation, staff will proceed to enter into negotiations with Triadd Software based on this briefing.

Recommended for Approval by:

[Signature]
John J. Cantwell, Purchasing Director

c:  Chris Thompson, Director of Communications & Central Services
    John Hennessy, MIS Director
    Margaret Anderson, Records Mgt. Officer
    Irvin Hicks, M/Wbe Officer
MEMORANDUM

DATE: October 17, 2000

TO: Linda Boles,
Purchasing Analyst

FROM: Irvin Hicks,
Director - Minority Affairs

SUBJECT: M/WBE Review of Bid/RFP # 2000-245-662 (Records Management System)

Linda,

Listed below is an analysis of the subject bid/RFP:

**Triadd Software Corporation**
This firm will perform the required duties utilizing internal staff.

<table>
<thead>
<tr>
<th>Points</th>
<th>Certified (NCTRCA) minority prime contractor</th>
<th>EEO policy compliance</th>
<th>Utilization of (other) certified minority vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Certified (NCTRCA) minority prime contractor</td>
<td></td>
<td>Utilization of (other) certified minority vendors</td>
</tr>
<tr>
<td>3</td>
<td>EEO policy compliance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Utilization of (other) certified minority vendors</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Tower Software**
This firm will perform the required duties utilizing internal staff.

<table>
<thead>
<tr>
<th>Points</th>
<th>Certified (NCTRCA) minority prime contractor</th>
<th>EEO policy compliance</th>
<th>Utilization of (other) certified minority vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Certified (NCTRCA) minority prime contractor</td>
<td></td>
<td>Utilization of (other) certified minority vendors</td>
</tr>
<tr>
<td>0</td>
<td>EEO policy compliance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Utilization of (other) certified minority vendors</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C: Commissioners Court (thru J. Allen Clemson)
file (2000-143)
MEMORANDUM

DATE: October 17, 2000

TO: J. Allen Clemson, Court Administrator

FROM: Irvin Hicks, Director - Minority Affairs

SUBJECT: M/WBE Review of RFP# 2000-245-662 - Records Management System
(Management Summary)

The following is a synopsis of the subject narrative:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEO Docs (?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triadd Software Corporation</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Tower Software</td>
<td>0*</td>
<td>N*</td>
</tr>
</tbody>
</table>

*firm failed to submit M/WBE documentation. Therefore, proposal does not comply with the County's GFE policy.

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

c: Commissioners Court (thru J. Allen Clemson)

Linda Boles
file(2000-245)

509 Main Street Suite 613 Dallas, Texas 75202
January 16, 2001

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Analyst

SUBJECT: Purchase of Thermal Imagining System, Bid #2001-046-747

**Background/Issue**

On December 27, 2000 by authorization of the Commissioners Court, the Purchasing Department opened the two proposals received for the aforementioned contract. The contract is for the purchase of four thermal imaging systems for the County Fire Marshal. The thermal imaging systems, which will be procured through Federal grant money, will be used in responding to incidents that involve weapons of mass destruction (i.e. chemical, biological, radiological). Upon analysis of the bids received, the Purchasing Department and County Fire Marshal are recommending award of Bid #2001-046-747 to the lowest and best bidder, Four Alarm Fire Equipment based on the following justification:

1) **Clamps** - It is projected that 90% of the systems used will involve placement in highly toxic environments. Consequently, to reduce the danger to the personnel involved in these type of situations, the bid specifications require mounting clamps to be provided for each unit. The clamps will enable the cameras to be positioned and used with a tripod or as a stand-alone unit for unmanned situations thus maintaining constant monitoring of the toxic environment. The bid submitted by Vallen Safety Supply (overall low bidder) does not include clamps nor are clamps available through their submitted manufacturer Scott Technologies.

2) **Truck Mounts** - the bid specifications require that bidders submit pricing for truck mounts. The truck mounts provide continuous charging to the battery in the imager and to the battery in the charging pocket. Although, Vallen’s bid does include truck mounts, the manufacturer (Scott Technologies), reports that the mounts are not currently on the market and available for ordering. The manufacturer projects the mounts to be available for ordering on January 31, 2001. The terms of the federal grant which will be used to procure the units stipulate that all items and payments must be made by March 31, 2001. Consequently, should the manufacturer experience any delays in having the truck mounts available in time to order/receive and pay for the units, the Fire Marshal will be left with no funding to pay for the truck mounts after the March 31, 2001 deadline.

2) **Colors** - the bid specifications stipulate that the cameras be available in a minimum of four colors. The purpose of this is to easily locate and identify each unit in volatile environments. The cameras proposed by Vallen Safety are only available in black. Consequently, personnel will have more difficulty locating the units in time sensitive situations.

As a result of Vallen’s inability to provide the thermal imaging systems and related accessories outlined in Bid #2001-046-747 in accordance with the bid specifications, the Purchasing Department and Fire Marshal recommend awarding the proposal to the lowest and best bidder, Four Alarm Fire Equipment.

**Financial Impact**

Expenditures of approximately $64,070.00 will be secured by awarding Bid #2001-046-747, to the lowest and best bidder, Four Alarm Fire Equipment. This reflects additional expenditures of approximately $11,970.00 when compared to Vallen Safety Supply’s submitted proposal which did not include the cost of clamps. The total cost of the clamps bid by Four Alarm Fire Equipment is $780.00.
Recommendation

To ensure the safety and expeditious handling by the personnel assigned to environments involving highly toxic situations and as a result of Vallen’s inability to meet the bid specifications, it is the recommendation of the Purchasing Department, in conjunction with the Fire Marshal, that Bid #2001-046-747 be awarded to the lowest and best bidder, Four Alarm Equipment.

Should the Commissioners Court concur with the aforementioned recommendation a Court Order will be scheduled for the next available Formal Agenda.

Recommended for Approval by:

John J. Cantwell, Purchasing Director

c: Jim Badgett, County Fire Marshal
    Bob Grant, Assistant County Fire Marshal
Dallas County taxpayer?
1) Certified M/WBE, 2) EEO1 completed?
Fed Tax id #
ext
email address
web site

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Est. Units</th>
<th>VENDOR #1</th>
</tr>
</thead>
</table>
| 1 Camera w/ transmit and receiving capabilities, in accordance with bid specifications. Specify Mfg/product being bid: | 1 ea | Vallen Safety Supply Co. 1408 W. Walnut Hill Lane Irving, TX 75038
Vicky L Christopherson, Bid & Quote Dept
972-753-0700
fax 972-753-0600
no.
no. yes company's form
76-76-0289071
vchristo@vallencorp.com
www.vallen.com | $ 13,700.00 | $ 13,700.00 | Scott #805621-10
includes truck mounted charging system | Scott #805621-08
includes truck mounted charging system |
0 0
Scott - included in price of camera(s) |
not available |
Black (only) |
1 year |
4-6 weeks aro |
nothing noted |
net 30 |
| | | Bullard |
| 2 Camera w/ transmit only capabilities in accordance w/ bid specifications. Specify Mfg/product being bid: | 3 ea | | $ 12,600.00 | $ 38,400.00 | Bullard |
| 3 Truck mounts as per bid specifications. Specify Mfg/product being bid: | 4 ea | | 0 0 | 0 0 |
| 4 Clamps as per bid specifications. Specify Mfg/product being bid: | 4 ea | Bullard |
Specify color choices available for cameras Specify Warranty Specify Delivery Specify any additional comments/cost/etc. included w/ your bid proposal, if applicable Specify Payment Terms Does your company offer payment by credit card? Specify Does your company offer online ordering? Specify site |

VENDOR #2

| Purchase of Thermal Imaging System for the Dallas County Fire Marshal |

**VENDORS**

Vallen Safety Supply Co.
1408 W. Walnut Hill Lane
Irving, TX 75038
Vicky L Christopherson, Bid & Quote Dept
972-753-0700
fax 972-753-0600
no.
no. yes company's form
76-76-0289071
vchristo@vallencorp.com
www.vallen.com

Four Alarm Fire Equipment
401 A Huffman Rd
Euless, TX 76040
Sheila Hubbard, Sr. Rep
817-318-6262
fax 817-358-0533
no.
no. yes
1-76-0410827-8
nothing noted
www.FourAlarm.com

No bid:
1 Fisher Safety
2 Response Equipment Co.

**DETAILED SPECIFICATIONS**

Camera w/ transmit and receiving capabilities, in accordance with bid specifications. Specify Mfg/product being bid:

- Camera w/ transmit and receiving capabilities, in accordance with bid specifications. Specify Mfg/product being bid:
  - 1 ea

- Camera w/ transmit only capabilities in accordance w/ bid specifications. Specify Mfg/product being bid:
  - 3 ea

- Truck mounts as per bid specifications. Specify Mfg/product being bid:
  - 4 ea

- Clamps as per bid specifications. Specify Mfg/product being bid:
  - 4 ea

Specify color choices available for cameras

Specify Warranty

Specify Delivery

Specify any additional comments/cost/etc. included w/ your bid proposal, if applicable

Specify Payment Terms

Does your company offer payment by credit card? Specify

Does your company offer online ordering? Specify site

Camera w/ transmit only capabilities in accordance with bid specifications. Specify Mfg/product being bid:

- Camera w/ transmit and receiving capabilities, in accordance with bid specifications. Specify Mfg/product being bid:
  - 1 ea

- Camera w/ transmit only capabilities in accordance w/ bid specifications. Specify Mfg/product being bid:
  - 3 ea

- Truck mounts as per bid specifications. Specify Mfg/product being bid:
  - 4 ea

- Clamps as per bid specifications. Specify Mfg/product being bid:
  - 4 ea

Specify color choices available for cameras

Specify Warranty

Specify Delivery

Specify any additional comments/cost/etc. included w/ your bid proposal, if applicable

Specify Payment Terms

Does your company offer payment by credit card? Specify

Does your company offer online ordering? Specify site

**BID NO: 2001-046-747**

**OPENING DATE:** 12/27/00

**Contract effective:** upon award

Dallas County taxpayer?
1) Certified M/WBE, 2) EEO1 completed?
Fed Tax id #
ext
email address
web site
DALLAS COUNTY
PURCHASING DEPARTMENT

DATE: January 2, 2001

TO: Bob Grant, Asst. Fire Marshal
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Purchase of Thermal Imaging System, Bid #2001-046-747

Two firms responded to the aforementioned County solicitation. Attached for your review and recommendation is the bid tabulation/proposal information. The apparent overall low bidder is Vallen Safety Supply Co. at a total contract price of $52,100.00.

Please review and respond in writing if the aforementioned award recommendation is compliant with your department's needs.

Should you have any questions please contact me at (214) 653-6500.

Your cooperation to this matter is greatly appreciated.

We have reviewed the proposals received and the low bidder(s) are compliant with specification requirements. As a result, this department recommends award of the bid to the low bidder(s) as indicated by Purchasing.

We have reviewed the proposals received. However, this department does NOT recommend award of the contract to the lowest bidder(s) as indicated, due to non-compliance with specification requirements. (Detailed justification must be submitted with this document)

Signature of Contract Manager

Date: 01/03/01

SEE ATTACHMENT
REVIEW OF BIDS RECEIVED

Date: January 3, 2001

To: Linda Boles, Purchasing Analyst
From: Jim Badgett, County Fire Marshal
Subject: Purchase of Thermal Imaging System, Bid#2001-046-747

All of the equipment being purchased from the $300,000 Department of Justice grant is to purchase supplies and equipment for response to Weapons of Mass Destruction - WMD - (Chemical, biological, radiological) incidents. Approval of all equipment was required prior to approval of the grant.. The thermal imagers were added after the original grant was approved and the justification for purchasing these units was based entirely on response to WMD incidents.

The bid for the Thermal Imaging Units required that mounting clamps be provided for each unit. The clamp can be used with tripods or as stand alone units allowing mounting the imager on almost any surface. The bid also required that the units be four different colors. Both of these issues have to do with safety. As stated above, the units are being purchased with federal grant funding to provide equipment to be utilized in case of a WMD incident. In most of these types of situations safety of the first responders requires that no, or limited entry, be made until adequate size up has occurred. Entry can not be made until certain precautions are taken and the product can be identified, based many times only on observation and/or conversation of the victims. The pictures from the thermal imaging units will be displayed in the incident command unit where decisions will be made on entry into WMD incidents. Evidence will need to be protected by constant monitoring of the crime scene. Equipment used in these situations may require disposal or decontamination after its use.

The lack of mounting clamps will require the hand operation of the unit, or placing it in an unsecured manner. This may require additional resources and endanger the person(s) utilizing the unit. The color identification allows the immediate and continuous identification of the thermal imaging unit when being used as the Federal Government intended, and that is primarily for terrorism type events. They can be used for locating hot spots in buildings during or after a fire and for arson investigation without these two components, but the purpose of the funding grant was to prepare the county for WMD events. Based on the safety features stated above, I recommend rejection of the low bid and acceptance of the bid from Bullard which meets the bid specifications.

It is estimated that approximately 90% of the time in a chemical terroristic event these thermal imaging units will be used in an unmanned manner and the percentage of time the unit must be decontaminated or disposed will be high, but I have no situations to base this percentage on at the present time.

C:/marshall/thermalimager.010301
To: Dallas County Fire Department  
Fax: 214.904.3097  
From: David Trivette  
Telephone: 704.282.8497  
Fax: 704.282.8424  
Date: 1/9/01  
Pages: 1

To whom it may concern:

Scott regional manager in the Dallas, Texas area, Raye Downs, asked that I send to you information on Scott's new Eagle Imager TCS. It is projected that the TCS will be available by 1/31/01 for ordering. See below, a list of part numbers with the different camera configurations.

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>805621-01</td>
<td>Truck-mount Charging System, 110 VAC</td>
</tr>
<tr>
<td>805621-02</td>
<td>Truck-mount Charging System, 12 VDC</td>
</tr>
<tr>
<td>805621-03</td>
<td>I/R Camera with TCS, 110 VAC</td>
</tr>
<tr>
<td>805621-04</td>
<td>I/R Camera with X-Mtr, TCS, 110 VAC</td>
</tr>
<tr>
<td>805621-05</td>
<td>I/R Camera with X-Mtr &amp; Rec Kit (Dish), TCS, 110 VAC</td>
</tr>
<tr>
<td>805621-06</td>
<td>I/R Camera with X-Mtr &amp; Rec Kit (Mag), TCS, 110 VAC</td>
</tr>
<tr>
<td>805621-07</td>
<td>I/R Camera with TCS, 12 VDC</td>
</tr>
<tr>
<td>805621-08</td>
<td>I/R Camera with X-Mtr, TCS, 12 VDC</td>
</tr>
<tr>
<td>805621-09</td>
<td>I/R Camera with X-Mtr &amp; Rec Kit (Dish), TCS, 12 VDC</td>
</tr>
<tr>
<td>805621-10</td>
<td>I/R Camera with X-Mtr &amp; Rec Kit (Mag), TCS, 12 VDC</td>
</tr>
</tbody>
</table>

*Note: Part number does not include plastic storage case. Part number includes (2) NiMH batteries, neck strap, and pistol grip.

Should you desire further information concerning the TCS, please feel free to contact your local Scott representative, Raye Downs.

Regards,

David Trivette  
Fire Service Product Manager  
Scott Health & Safety
January 16, 2001

TO : The Honorable Commissioners Court

FROM : Gloria McCulloch-Webb, Purchasing Analyst

SUBJECT: Request for Proposals - Audio/Visual Recording and Sound Amplification System for the Dallas County Commissioners Court Room, RFP No. 2001-012-689

BACKGROUND/ISSUE
Dallas County Commissioners Court authorized the Purchasing Department to open RFP No. 2001-012-689, Request for Proposals - Audio/Visual Recording and Sound Amplification System for the Dallas County Commissioners Court Room on November 6, 2000. Proposals were opened as authorized by the Court. The Purchasing Department received one (1) response to its Request for Proposals prior to the deadline of 2:00 p.m., November 6, 2000. The firm who responded to Dallas County solicitation request was Jefferson Audio Video Systems, Inc.

The evaluation committee was formed consisting of the Commissioners Court staff (Allen Clemson, Dan Savage, and Craig Pardue), and Purchasing Department staff (John J. Cantwell, and Gloria McCulloch-Webb). The evaluation committee met on November 10, 2000, to discuss the one response to the RFP, determine if an oral presentation and system demonstration was necessary, answer clarification matters and score the proposal using the criteria and requirements developed and included in the Request for Proposals. The proposal specifications were developed based on input from Commissioners Court staff and was briefed and presented (see attached) to Commissioners Court on October 10, 2000 prior to the release of the RFP.

Oral presentation and system demonstration were conducted December 4th and 5th in the Commissioners Court room by Jefferson Audio Video Systems, Inc. The oral presentation and system demonstrations allowed the committee members to ask and/or clarify any questions regarding the proposals submitted and see a live production of the proposed system, identify Dallas County expectations and concerns regarding the proposal.

Based on the presentation and system demonstration conducted on December 4th and 5th it was determined that the visual recording (cameras) portion of the system was no longer required and requested to be removed by Commissioners Court staff. Jefferson Audio Video Systems, Inc. agreed to remove the visual recording (cameras) portion of the system. Jefferson Audio Video Systems, Inc. stated removal of the visual recording (cameras) portion of the system would not effect the functionality and indexing components of the system and allows the County to upgrade to their visual recording (cameras) system at a later date.

FINANCIAL IMPACT
Jefferson Audio Video Systems, Inc. cost for the entire system based on Dallas County original specification requirements was $59,421.00. By deleting all the visual recording (cameras) portion of the RFP the revised cost is $42,846.00.

RECOMMENDATION
It is the recommendation of the Evaluation Committee that the Commissioners Court award RFP No. 2001-012-689, Request for Proposals - Audio/Visual Recording and Sound Amplification System for the Dallas County Commissioners Court Room to Jefferson Audio Video Systems, Inc.

Should the Court concur with recommendation an Award Court Order will be scheduled for the next formal agenda for approval and to authorize the County Judge to execute the final negotiated terms of contract on behalf of Dallas County as approved by the Commissioners Court staff and District Attorney’s Office.

Approved By:

John J. Cantwell, Purchasing Director

509 Main St. (Records Bldg.)
6th. Floor, Room 623
Dallas, Texas 75202

(214) 653-7431
MEMORANDUM

DATE: November 9, 2000

TO: Gloria Webb, Purchasing Department

FROM: Irvin Hicks, Director - Minority Affairs

SUBJECT: M/WBE Review of Bid/RFP# 2001-012-689 (Audio/Visual Recording/Sound System)

Gloria,

Listed below is an analysis of the subject bid/RFP:

**Jefferson Audio Video Systems, Inc.**
This firm will perform the required duties utilizing internal staff.

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Certified (NCTRCA) minority prime contractor</td>
</tr>
<tr>
<td>3</td>
<td>EEO policy compliance</td>
</tr>
<tr>
<td>0</td>
<td>Utilization of (other) certified minority vendors</td>
</tr>
</tbody>
</table>


cc: Commissioners Court (thru J. Allen Clemson)
file(2001-009)
October 10, 2000

TO: The Honorable Commissioners Court
FROM: Gloria McCulloch-Webb, Purchasing Analyst
SUBJECT: Request for Proposals for an Audio/Visual Recording and Sound Amplification System for the Dallas County Commissioners Court Room

BACKGROUND/ISSUE

A request for proposal has been written seeking solicitations from qualified firms to design and install an audio/visual recording and sound amplification system for the Dallas County Commissioners Court Room. The specifications, evaluation criteria and points were developed based on information obtained from Commissioners Court staff. The evaluation criteria and point assignments are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Design</td>
<td>40</td>
</tr>
<tr>
<td>Past Performance</td>
<td>20</td>
</tr>
<tr>
<td>Price of Proposed System including maintenance</td>
<td>25</td>
</tr>
<tr>
<td>Minority/Women Business Participation</td>
<td>15</td>
</tr>
</tbody>
</table>

The proposals will be evaluated and scored by representatives from Commissioners Court staff, MIS Director, M/WBE Coordinator and the Purchasing Department. After which, the committee will submit a recommendation for award to the Commissioners Court.

FINANCIAL IMPACT

For Fiscal Year 2001 the Court has budgeted $60,000 for this project.

RECOMMENDATION

It is the recommendation of the Purchasing Department that the Commissioners Court approve the attached Request for Proposal for an Audio/Visual Recording and Sound Amplification System for the Dallas County Commissioners Court Room and authorize the Purchasing Department to advertise solicitations beginning October 12, 2000.

Should the Court concur with this recommendation the Request for Proposal for an Audio/Visual Recording and Sound Amplification System for the Dallas County Commissioners Court Room will be solicited based on this briefing document.

Approved By:
John J. Cantwell, Director of Purchasing

509 Main St. (Records Bldg.)
6th. Floor, Room 623
Dallas, Texas 75202
(214) 653-7431
RFP Number: 2001-012-689

Request for Proposals

Audio/Visual Recording and Sound Amplification System
For The
Dallas County Commissioners Court Room

PRE-PROPOSAL CONFERENCE: October 19, 2000
Dallas County Commissioners Court
Administration Building
411 Elm Street, 1st Floor
Dallas, Texas 75202
2:00 PM

PROPOSAL DUE DATE: November 06, 2000
Submittal Location and Time
Dallas County Purchasing Department
509 Main Street, 6th Floor, Room 623 Records Building
Dallas, Texas 75202
2:00 PM

Organization Name

Date Submitted
Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications.

1.0 Introduction

The Dallas County, Texas hereby request proposals from qualified agencies, firms, organizations, and/or individual to furnish, design, layout and install new audio/video camera recording and sound amplification system for the Dallas County Commissioners Court Room.

2.0 Proposal Submission Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section 3.2. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. An Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the bidder upon request. Dallas County will not be held responsible for unmarked proposals, improperly marked proposals or proposal delivered to the wrong location. Proposer's mailing proposals should allow sufficient mail delivery period to insure timely receipt of their proposals by the Dallas County Purchasing Department. Proposals may not be delivered orally, by facsimile transmission or e-mail, or other telecommunication means. All proposals must be delivered in sealed packages or containers.

3.0 Administrative Information

3.1 Incorporation of Proposal into the contract:

The contents of this proposal and the selected Proposer's response, cost and any negotiated changes are to be incorporated, in entirely, into the Contract.

3.2 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Issued</td>
<td>October 12, 2000</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>October 19, 2000</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions</td>
<td>October 23, 2000, 4:00 p.m.</td>
</tr>
<tr>
<td>Deadline for Submission</td>
<td>November 6, 2000, 2:00 p.m.</td>
</tr>
<tr>
<td>Proposed review of proposals</td>
<td>November 7-9, 2000</td>
</tr>
<tr>
<td>Proposed Proposer Presentations (if required)</td>
<td>November 10-13, 2000</td>
</tr>
<tr>
<td>Proposed award</td>
<td>November 28, 2000</td>
</tr>
<tr>
<td>Contract Completion (Installation and Operational)</td>
<td>December 22, 2000</td>
</tr>
</tbody>
</table>

All of the above dates are subject to changes

3.3 RFP Coordinator:

The main point of contact for this RFP shall be:

GLORIA MCCULLOCH-WEBB
DALLAS COUNTY PURCHASING DEPARTMENT
509 MAIN STREET, 6TH FLOOR
ROOM 623, RECORDS BUILDING
DALLAS, TEXAS 75202
214 653-7433 / 214 653-7449 Fax

The main point of contact shall hereinafter be referred to as the RFP Coordinator.
3.4 Communications Regarding the RFP

- Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the RFP Coordinator.

- All communication should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and non-binding. Written Comments, including questions and requests for clarification, must reference the RFP number.

- The County shall respond in writing to written communications. Such response shall constitute an amendment (addendum) to the RFP. Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

- Official responses to written communication will be provided to all documented vendors holding copies of the RFP and pre-proposal attendees by mail, fax and/or e-mail.

3.5 Proposal Submittal

- Proposers are to provide one (1) original (labeled) and six (6) single sided copies of their proposal. All proposal must be bounded and furnished in a sealed package and be clearly marked with RFP solicitation number and title.

  Proposal must be signed by an individual with authority to bind the firm in a contract with Dallas County.

- All proposals must be sealed and submitted to the:

  DALLAS COUNTY PURCHASING DEPARTMENT
  509 MAIN STREET, 6TH FLOOR
  ROOM 623, RECORDS BUILDING
  DALLAS, TEXAS 75202

  By the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

3.6 Proposal Preparation Costs

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

3.7 Proposal Withdrawal

If, at any time prior to the submission deadline of this proposal an Proposer decides to withdraw its proposal, that Proposer shall give written notice and signed by an authorized representative to the Dallas County Purchasing Department at 509 Main Street, 6th Floor, Room 623, Records Building. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.
3.8 Proposal Amendment

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for submittal unless such is formally requested, in writing, by the County is needed for clarification.

3.9 Proposal Errors

- Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Proposer.

- The Proposer shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications the Proposer shall promptly notify Dallas County Purchasing Department in writing of the error or omission it discovers and request modifications or clarification of the document. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten (10) days before time for bid proposal submission deadline.

3.10 Proposal Acceptance Period

Each proposal shall be valid for a period of 120 days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The 120 days may be extended by mutual agreements of the parties.

3.11 Right to Rejection

- Dallas County reserves the right, at its sole discretion, to reject and any all proposals or to cancel this RFP in entirely as determined to be in the best interests of Dallas County.

- Any proposal received, which does not meet the requirements of this RFP, may be considered to non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable Federal, State and Local laws and regulations.

- Dallas County reserves the right, at its sole discretion, to waive any technicality in proposals provided such action is in the best interest of Dallas County. Where the Dallas County waives minor technicalities in proposal, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor technicalities, Dallas County may hold any Proposer to strict compliance with the RFP.

3.12 Disclosure of Proposal Contents

All proposals and other materials submitted in the response to this RFP procurement process become the property of the Dallas County. Selection or rejection of a proposal does not affect this right. All proposal information, including detail price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation process and award, the proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.
3.13 Omission

Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

3.14 Proposal of Additional Services

If an Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of Dallas County.

3.15 Indemnification

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

3.16 Liability and Other Insurance Coverage

- Proposer shall maintain liability insurance coverage and other necessary insurance coverage to address the indemnification requirements and to protect itself, Dallas County against all claims and/or actions including those by Proposer’s employees, agents or subcontractors, those by employees or agents Proposer’s subcontractors, and those by others. Dallas County requires that the following coverage be met and in effect for the life of the awarded contract, prior to any delivery of services, products and/or performance of work. The successful vendor(s) will submit verification of the coverage to the Purchasing Department, showing Dallas County as the certificate holder. Dallas County will not authorize payments for services rendered without having the applicable certificates on file.

  - Worker’s Compensation Liability meeting the acceptable requirements as established by the Texas Workers Compensation Act
  
  - General Liability written on a comprehensive form (minimum amount liability $1,000,000 per occurrence) for bodily injury, premises/operations, products & completed operations, independent contractors, contractual, broad form property damage and personal injury.
• Builders Risk (Property) Insurance: Policy shall be on an all risk policy form on a replacement cost basis and shall also cover false work and temporary buildings shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect’s service and expenses required as a result if such insured loss. Builders Risk insurance in the amount of the initial Contract amount as subsequent modifications thereto for the entire work at the site. Such Builders’ Risk insurance shall be maintained until final payment has been made or until no person or other entity other than the County has an insurable interest in the property required to be covered, which ever is earlier. This insurance shall include interests of the County, the Contractor, and all subcontractor in the work during the life of the contract.

• Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of contract award.

• All certificates of insurance shall be identified with the Bid/RFP number.

• Proposer’s compliance with the above insurance requirements shall not relieve Proposer from any liability.

3.17 Collusion

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

3.18 Notice for Non-Compliance/Performance

Dallas County shall furnish the awarded Contractor in writing any notice regarding the Contractor’s failure to comply with requirements of this agreement. Contractor shall then remedy such non-compliance/performance within ten (10) working days following receipt of Dallas County written notice and awarded Contractor shall provide both the Dallas County Purchasing Department and agency/department with accompanying written documentation of actions taken to remedy such non-compliance/performance. Continuous non-compliance/performance of the contract terms conditions, and specifications shall be a basis for termination of the contract by Dallas County and the using agency/department. The County shall not pay for work, equipment, services or supplies that are unsatisfactory.

3.19 Monetary Restitution

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

- Gratuities: It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or to any solicitation or proposal therefore.

- Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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

3.21 Termination

The County, may at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, terminate this Contract, in whole or part, by giving 10 days written notice thereof to the Contractor with the understanding that all (products/services) being (delivered/performed) under this Contract shall cease upon the date specified in such notice. The County shall compensate the Contractor in accordance with the terms of this contract for the (products/services) (delivered/performed) prior to the date specified in such notice.

3.22 Any Agreement Subject to Availability of Funds

Any proposed agreement will be subject to the availability of County funds as appropriate by the Dallas County Commissioners Court. If such funds become reduced or unavailable, this agreement shall be subject to immediate modification, reduction or termination.

3.23 Governing Law and Venue

Any proposed agreement shall be governed by the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Dallas County, Texas.
4.0 Proposal Format and Content

4.1 General Proposal Requirements

- The County discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

- Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all the of Dallas County information requirements. Proposals should be organized like the evaluation criteria listed in Section 5.0.

- Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- Proposals shall be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All proposal pages must be numbered.

- Proposers shall utilize dividers to separate each of the sections of this proposal.

- Each proposal must respond to all portions of the RFP.

4.2 Proposal Format

4.2.1 Proposal shall be divided into the following

- Letter of Transmittal: A proposal transmittal letter shall be submitted with your proposal and contain the following information: All proposal must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

- Name, title, and telephone number of Proposer's contact person for all inquiries.

- The contact person shall be responsible for fielding all inquiries from Dallas County and providing the Proposer's response.

- Business form of Proposer (e.g. corporation, partnership, etc.), if applicable

4.2.2 Table of Contents

4.2.3 Short introduction and summary - This section shall contain an outline of the general approach utilized in the proposal.

4.2.4 Proposal - Your proposal should contain a statement of all the programs and services proposed including conclusions and generalization recommendations. Proposal should be all-inclusive detailing your best offer. Additional related services should be incorporated into the proposal if applicable.
4.2.5 Written response to Technical Requirements

4.2.6 Other data

4.2.7 Proposal exceptions

4.2.8 Pricing: Submit prices for the following:

- Total system including all technical requirements, system installation, and training of Dallas County personnel

- Maintenance agreement one year plus three one year options. The maintenance agreement will start upon conclusion of the warranty period.

4.2.9 Equipment List

4.2.10 Past Performance

Past Performance Information

All Proposers must provide past performance information that can attest to successful past performance in installing audio and visual recording systems. All bidders shall provide a list of five (5) customer references from previous customers who have utilized the Proposer in purchasing and installing a camera/recording system identical or similar to the system being proposed under this specification. Customer past performance information should include the following:

- The Company name and address

- The purchasing officers name and telephone number

- The date of installation

- A brief written description of the video security and recording system installed

- Manufactured and model number of system

Past performance is a significant part of the proposal evaluation process. Submit up to five successful experiences for the purpose of demonstrating the proven capability to meet the requirements of the RFP. Following are the considerations to evaluate past performance.

- Relevance: Demonstrated successful experience in providing an audio, video and sound amplification system for court room, public hearing, and formal city, county, and other governmental entity meetings is considered more valuable than other types of experience.

- Recency: Demonstrated successful experience during the last three years is considered more valuable than experience over three years.

4.2.11 Response to M/Wbe Business Participation Forms
5.0 Evaluation and Selection

5.1 The Evaluation Committee will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The objective is to enter into a contract with the best applicant at the best price. Each category shall be weighted as follows, and one hundred (100) points are the maximum total numbers of points, which may be awarded to proposals.

Proposal Evaluation Categories and Weights

System Design 0-40 Points

Performance Characteristics for the following
Recruiting Sound Quality
Storage Retrieval for transcription
System Reliability Quality of Video
Quality of Audio Ease of Operation

Past Performance 0-20 Points
Relevancy
Recency

Price of proposed system including maintenance 0-25 Points

Minority/Women Business Participation 0-15 Points

Certified M/WBE Firm (6 Points)
Sub-contracting to a Certified M/WBE Firm (6 Points)
Minority breakup of firm (3 Points)

TOTAL POINTS 100 Points
5.2 Proposal Evaluation Process

- The evaluation process is designed to award the procurement not necessarily to the Proposer(s) of least cost, but rather to the Proposer with the combination of attributes based upon the evaluation criteria.

- The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made on the basis of the criteria listed below. Firms submitting proposals shall include statements to satisfy the following factors. The review process may include an opportunity for a brief oral presentation by the Proposer before the Evaluation Committee. If necessary, oral presentations will be scheduled.

- All proposal shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

- Dallas County reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the Proposer shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFP Coordinator. Proposers are prohibited from contact the Evaluation Committee members directly.

5.3 Contract Award Process

- The RFP Coordinator shall forward results from the proposal evaluation process and award recommendations to the Dallas County Commissioners Courts.

- Dallas County reserve the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

- The apparent best-evaluated Proposer shall be prepared to enter into a contract with Dallas County

6.0 Objective

To obtain an audio/video recording and sound amplification system for the purpose of creating a permanent video and audio record of weekly Commissioners Court and any public hearings conducted in Commissioners Court. The end product will consist of video and audio media. All proceedings from the weekly Commissioners Court meeting, public hearing and/or other departmental meeting will be transcribed to print. The contractor will provide all software, hardware, equipment, installation, and training to achieve the desired result.
7.0 Technical Requirements

7.1 Location

The audio/video recording and sound amplification system will be installed in the Dallas County Administration Building in Commissioners Court.

7.2 System Design

The system shall be a self-contained audio/video recording system for recording, storing, and retrieving audio and video data that will be transcribed to print medium. All control devices for operating the entire system shall be centrally located at one station.

7.3 Recording

The system shall be designed to provide quality digital video/audio recording and sound amplification from fourteen (14) locations within the court room: County Judge, Four County Commissioners, Eight Department Head positions, and the podium located approximately 20' feet from the Commissioners Court bench. See attached diagram at Exhibit A. Commissioners Court and public hearings may last up to eight hours. The recording device shall be digital and records video and audio on the same media. The system must be able to handle simultaneous conversations. Offerors should provide a design demonstrating the proposed system can successfully record all locations and describe the quality and number of simultaneous conversations. Other recording requirements include:

- Continuous 24 hour per day recording and archiving
- Event-recording mode
- Provide time schedule recording mode
- The recording system shall capture, digitize, compress and store video on digital storage medium and archive on a digital medium. Recorder shall allow simultaneous recording of up to 6 high motion video cameras.
- The system should allow each camera to be independently configured to record video.
- The system shall record camera signals from all cameras. Each system shall have the capacity to record simultaneously from 1 to 6 cameras.

In addition, offerors must propose a backup system to insure all proceedings are accurately recorded.
7.4 Storage

The system main storage medium shall be digital. All video and audio information shall be stored on the system for immediate playback. The system must have a minimum recording capacity of 10 hours per camera. The digital recording device should work first in first out to allow new video and audio to write old clips. The system should have the option to prevent overwriting of specific video clips. The system shall be redundant, to take over in case of hardware failure. Other requirements include:

- The systems archiving storage medium shall be digital. All video and audio information stored on the system internal unit shall be transferred to the digital format. The transfer should not take more than ten (10) minutes. Storage medium changes shall not be required more than once every 10 days.

- The system shall also record and store the date, camera sources and audio sources. This information shall be available through query of the database for a specific segment. This segment shall allow for playback from the digital storage device, an internal archived disk or tape, or from a re-inserted previously recorded archived data. The digital format must be a standard off-the-shelf commercially available product.

7.5 Retrieval

Requirements include the following:

- The system shall be used for playback and monitoring of video independently. Each output shall have the capability of playback at the same frame rate as recorded. Each output shall have brightness and color adjusted through the brightness slider bar control and the color slide bar control. The system must provide the ability to set OSD, Date, Time, camera name and number for each output channel independently.

- The system shall be used for playback and monitoring of video independently.

- The system shall also record and store the date, camera sources and audio sources. This information shall be available through query of the database for a specific segment. This segment shall allow for playback from the digital storage device, an internal archived disk or tape or from a re-inserted previously recorded archived data. The digital format must be a standard off-the-shelf commercially available product.

- The system shall provide tools for query, playback, real-time monitoring and picture enhancement tools.

- Provide tools for querying by date and time, video camera, audio channel, comments, time intervals between two dates, etc.

- During the playback of video, allow pause and resume, fast forward, skip backward, find jump to next motion, playback frame by frame, zoom and loop replay. These same operations should also apply to audio recordings.

- The system shall allow long term archiving to insure information is organized and catalogued for easy access. Files must be able to be archived for a minimum of ten years.
• The system shall have a tape library management function.

• Regardless of which camera is connected to the system, an authorized user shall be able to find archived video and audio that has been recorded by the system. To locate video or audio, the library application shall be integrated with workstation application to automatically notify the user of the identification label that contains the desired video or audio.

7.6 System shall be designed to be operated by one (1) system operator/person with minimal training. System operator shall have the capability of operating all of the functions of the system audio, video, sound from central control device or control station. The system shall record to a digital storage device. The proposal should describe operating requirements and training the offeror will provide to County personnel. The system should also be designed to facilitate maintenance. Describe maintenance requirements and provide data showing reliability history for the system proposed. The quality of both the video and audio should be of such a quality that the video and audio media can be used as a formal record in a legal proceeding for ten years. Also describe transcription and storage medium devices. Installation shall include all aspects necessary to make the camera and recording equipment operational. This includes installation of camera mounts in appropriate (or designated) locations, installation of camera and housing, connecting the system to the appropriate power source(s), connecting the cameras to the recording and archiving equipment, installing the software, connecting the recording equipment to remote file server and testing the systems for functionally. All equipment shall be installed in accordance with manufacture's specifications. Any site preparation required shall be at the expenses of the Proposers. This excludes installing electrical wiring.

7.7 A centralized system administration tool connected to the stand alone Personal Computer which allows access to all systems resources and allows specific system operations, to include but not be limited to:

Security procedures for controlling access and use of the system

Establishment of user profiles defining functions, features and operations each user can perform

Maintain a log of all users of the system

7.8 Digital Transcription Unit

• The system shall be furnished with digital transcription unit that provides a seamless interface with the proposed audio/visual recording system. The digital transcription unit shall operate by a foot pedal which enable the transcriber personnel to control the playback, pause, rewind and fast forward of the record.
7.9 Sound Amplification System

- Dallas County currently has installed an analog sound system that includes wireless mics controlled by Mackie Design Inc. Model CR-1604 and XLR10 compact mixers. See Exhibit B for listing of audio devices currently installed in the court room. Proposers may utilize the existing sound system or propose a solution if the existing sound system is not functional with the proposed digital audio/video recording solution. The sound system solution must be loud enough for everyone sitting the court room to hear and easy to understand. The sound system must reproduce high fidelity sound without any sound distortion or feedback. Proposers will be responsible for furnishing and installing any required speakers, controllers, mixers, conversion devices to obtain the optimal quality sound level for the acoustical setting of the court room.

7.10 Personal Computer Workstation Requirement

- Must be “Tier One” manufacturer and one of the following: IBM, Compaq, Dell, or Hewlett Packard.
- Intel Pentium III 450 MHz or better, 2 PCI slots
- 96 MB of RAM memory
- 6.4GB Hard Drive or better
- ATAPI, EIDE 40x speed or faster CD-ROM
- 3.5" 1.44 MB Floppy Disk Drive
- 15" Non-Interlaced SVGA (13.7" viewable image size), Flat-Screen, .26 dot pitch, 1024 x 768 @ 75Hz
- 16MB or better Video Card
- Sound Card
- 3Com 10/100 PCI Ethernet Network Interface Card w/RJ45 Connector
- Microsoft two button system mouse with mouse pad
- Isobar Touch Master Plus Power System
- Microsoft Windows 98 Operating System
- McAfee Virus Scan Software (current version)
7.11 Compliance and Certification:
- The camera's video signal shall conform to NTSC composite format
- The camera shall be FCC Part 15 Class A approved
- All units must be UL listed

7.12 Technical and Descriptive Literatures
Proposer(s) must include completed manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of offer submitted. Failure to include this information may result in the Proposal being rejected.

7.13 Proposer will provide initial programming for the system to set-up parameters that will provide a fully functional system. In addition, the Proposer will be required to provide operational training to Dallas County Commissioners Court personnel, including 24 hours (three business days) of on-site training on the operation of the system and care of the recording equipment.

7.14 Proposer shall provide Dallas County with the option of obtaining a maintenance contract providing two preventative maintenance inspections per year as well as providing all parts and labor associated with normal wear and tear on the system. All repairs necessary to restore the system to good work order shall be made within two (2) business days of the first call for service. If this time period cannot be met, replacement equipment, of like or superior quality, shall be installed while repairs are being effected.

7.15 The County will provide the following materials for use in installation and operation of the system:
- Power source of 110VAC to power recording equipment
- Electrical connections (24 volt) to the camera mounts

7.16 The Proposer will provide the County the following:
- Provide operational and maintenance manuals for all hardware and software provided under this contract.
- Be on site for the initial systems start up to provide troubleshooting support and technical expertise.
8.0 Technical Specifications

8.1 It will be the Proposer responsibility to completely satisfy themselves as to the nature and existing conditions of the site area as well as the requirements of the specifications for the extent and quality of work to be performed. Failure to adequately assess these factors will not relieve the Proposer of obligation to perform the requirements of the specifications. Proposers desiring a walk-through shall contact Craig Pardue or his designated representative at 214-653-7602. This walk-through must be completed by the close of business October 18, 2000, prior to the Pre-Proposal Conference.

8.2 All Proposers must be primarily engaged in the business of furnishing and installing audio and visual recording systems and must have been actively engaged in this field for a period of not less than three (3) consecutive and contiguous years.

8.3 The Proposer must demonstrate they have the technical expertise, experience, facilities, capabilities and financial resources necessary to perform the work as outlined in specification. In addition, the Proposer must be able to demonstrate a successful track record at meeting schedules. A schedule of events and a timeline of those events necessary to meet and complete the requirements of this RFP must be submitted with proposal. The schedule should reflect the order and length of the events that will take place once the Proposer is awarded the contract.

8.4 In any location where exposed wiring code is applicable, the Proposer will:

- Route cable parallel and/or perpendicular to the building structure
- Support cable from the building structure with independent support methods using tie wraps or other approved cable supports
- Assure that installed cable does not restrict the removal of ceiling tiles, light fixtures, or other ceiling components.
- Cable shall not lie on ceiling tiles/panels or be fastened to conduits, pipes, ducts or ceiling support wires

8.5 Prior to the project being inspected and accepted by a duly authorized representative of Dallas County, all labor, materials, supplies, tools, equipment, etc. will remain at the bidders risk.

8.6 The contractor warrants that all equipment, labor, materials, and services provided under this specifications shall be of the industry quality, complies with the specifications and is free of defects for a period of one year (or manufacturers standard warranty, whichever is greater) from the date of final acceptance by Dallas County. Replacement under this warranty period will be at no expense to Dallas County and will be accomplished to the satisfaction of the County. Details of the warranty coverage shall be submitted at the time of the proposal submittal. The Proposer warrants that the system will be installed according to the industry standards as follows: IEEE, NTSC, PAL, CCIR, FCC and CE.
9.0 Contractor Responsibilities

9.1 Contractor and his employees shall exercise due diligence and care to insure all work performed under the contract is accomplish in a safe and conscientious manner. All work shall be in compliance with the appropriate OSHA standards, as well as all Federal, State, County and local municipalities' ordinances and regulations.

9.2 All equipment proposed and furnished under this RFP must be a new and current production year model. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

9.3 All equipment provided by the Contractor shall be in good working condition and shall conform to required safety standards.

9.4 Contractor will provide all equipment and tools necessary to perform the requirements of the contract. Contractor will also supply all repair parts required to perform the requirements of the contract.

9.5 All work shall be done at a time (Wednesday through Friday, between 7:30 am and 5:00 p.m.) and in a manner that offers minimum interference and disruption to the normal working activities of the Commissioners Court.

9.6 Contractor shall be responsible for clean up of any and all materials and debris that results from the installation of this system.

9.7 Contractor shall procure all required licenses and permits necessary to perform under this contract.
January 10, 2001

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Request to Utilize CLS for Ten Mile Creek/Roy Orr Trail Project

BACKGROUND

In 1999, the Commissioners Court authorized the provision of $300,000 so that the Ten Mile Creek/Roy Orr Trail in DeSoto could be extended. Under the terms of the interlocal agreement with the City of DeSoto for this project, the County is responsible for appraising the land that needs to be acquired and the City is responsible for the actual property negotiation. So that the appraisals and the acquisition/negotiation services for this project can be performed, staff would propose that these activities be conducted by Contract Land Staff, Inc. (CLS).

IMPACT ON OPERATIONS

The Ten Mile Creek/Roy Orr Trail project involves connecting two separate trails together with a new one-mile segment. In order to do this, eleven parcels need to be appraised and acquired. So that the appraisals and the acquisition services needed for this project can be conducted as soon as possible, staff would propose that County’s current indefinite quantity (IDQ) contract with CLS be used. Authorizing CLS to appraise and negotiate for the needed parcels through the issuance of Work Order No. 7 under the IDQ contract would enable this work to be completed within 300 days.

IMPACT ON FINANCE

The proposed fee from CLS for the appraisal services is $22,071.50; this fee would be paid by the County from the $300,000 that has previously been approved for this project.

The proposed fee from CLS for the acquisition/negotiation services is $30,365.50 and would be paid by the City (the City has already deposited a check in this amount with the County). CLS has also proposed that a reimbursable fee of up to $2500 be charged the City in the event condemnation support is needed at a later date (besides being responsible for arranging for the property
negotiations, the City is also responsible for paying for the purchase price of the land when such a price has been successfully negotiated and for instituting condemnation proceedings if needed).

**RECOMMENDATION**

It is recommended that Work Order No. 7 with CLS for the provision of appraisal and acquisition/negotiation services for the Ten Mile Creek/Roy Orr Trail project be approved in the amount of $52,437 (of which $22,071.50 is to be provided by the County and $30,365.50 is to be provided by the City of DeSoto) with condemnation support being available at an additional reimbursable fee of up to $2500 (which would be paid for by the City) should it be necessary.

Recommended by:

J. Allen Clemson, Administrator

cc: Don Holwarth, Public Works  
Virginia Porter, Auditor  
Tom Johnson, City of DeSoto
January 10, 2001

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Request to Submit Proposal for TPWD Regional Park Funding

BACKGROUND

Last year, the Texas Parks & Wildlife Department (TPWD) began operating a new pilot program that would create regional parks and trails in urban areas. A total of four projects, each receiving $750,000, was funded from the program's first call for projects. TPWD has recently announced a second call for projects for this program, and so that the County might be able to take advantage of this funding opportunity, staff has developed a proposal (as shown in the attached map) that would extend the existing White Rock Trail in Dallas southward by approximately 4.5 miles to the edge of Deep Ellum and Fair Park.

DESCRIPTION OF TPWD REGIONAL PARKS PROGRAM

TPWD defines regional parks as being large, intensive-use outdoor recreation areas and parklands or regional systems of parks and conservation areas with trail linkages or linear greenways. The parks must be located in urban areas, they must be regional in scope, the public must generally have unrestricted access, and there must be some trail/development component.

TPWD is asking that the projects meet an existing demand, that they be completed in two years, and that they feature public-public and public-private partnerships. Only public entities can submit proposals, and these entities can only submit one proposal. TPWD is expected to provide up to about $750,000 per project with the successful public entity having to provide at least an equal amount of local funds.

Submissions, which will be considered as being “informal” by TPWD and will probably be followed-up by one or two meetings with TPWD to discuss various issues and details, must be postmarked by January 31.
IMPACT ON OPERATIONS

The White Rock Trail presently extends from Hillcrest/LBJ Freeway to and around White Rock Lake. With a length of 16.8 miles, it is already the longest and most heavily used trail in the Dallas area. Extending the trail southward an additional 4.5 miles will enable the trail to further serve a variety of socio-economic neighborhoods, as well as making it possible for people to travel the entire distance between Fair Park/Deep Ellum and North Dallas without the need of a car, making recreational areas like White Rock Lake and the Arboretum readily accessible to many people, and possibly enhancing the values of surrounding property.

This project is identified as a Priority 1 trail in the County’s trail plan and is also a key component in the regional trail plan that NCTCOG has developed. It would also be consistent with the Texas Outdoor Recreation Plan (which was developed by the State) which identifies the provision of multi-use trails as the highest need in the North Central Texas region.

The project would utilize an unused rail corridor that DART currently owns. It is proposed that the City of Dallas would arrange for the use of the corridor from DART and that it (the City) would own, operate, and maintain the trail which will be constructed of concrete. The County would be responsible for developing and submitting the proposal, managing the grant award, designing the trail, hiring the contractor, and overseeing the trail’s construction.

Staff reviewed a number of other possible projects before recommending the White Rock/Deep Ellum project. Other projects considered included a trail project in Rowlett and the acquisition of additional escarpment property in Cedar Hill. However, the White Rock/Deep Ellum project is being recommended because staff believes that it best meets the objectives and criteria of TPWD’s Regional Parks Program—the escarpment project would not have been as heavily utilized as the White Rock project and would not have included any development or trails within the required two-year time-frame, and the Rowlett project also could not be completed within the required two-year period as its schedule is tied to the redesign and improvement of Chiesa Road.

Because of the short application period for this call for projects, the County’s Park & Open Space Board has not been able to formally consider this project. However, staff did discuss this program and the probability that the White Rock project might emerge as the staff recommendation at the Board’s December meeting. Also, staff is in the process of polling the Board as this memorandum is being prepared to determine the level of support for this particular project.

IMPACT ON FINANCE

A preliminary City of Dallas cost estimate for this project, which does not include any amenities or landscaping, is $2.8 million. Staff is presently reviewing this estimate to determine its adequacy. The City has reported that it may be able to provide $750,000-$1,000,000 from an anticipated 2002 bond program. Staff has also contacted a number of neighborhood associations as well as the Deep
Ellum Public Improvement District about possibly providing some financial assistance. While these organizations may not be able to provide a large portion of the assistance that is needed, any financial contributions that they may be able to make will demonstrate the existence of a public-private partnership and will increase the project's evaluation score.

Assuming the current $2.8 million estimate is maintained with TPWD providing $750,000 and the City providing $750,000-$1,000,000, the County would need to provide approximately $1,050,000-$1,300,000 for this project during FY2002-FY2003. At present, funds for this project are not contained within the County’s capital improvement plan (CIP). However, before this call for proposals was announced by TPWD, it was anticipated that the Court would be asked to include this project in the FY2006 CIP. So that this proposal can be submitted at this time and possibly undertaken three years ahead of schedule, staff would propose that the needed $1,050,000-$1,300,000 be obtained by:

1. Reallocating the $200,000 that is contained in the FY2003 CIP for improvements to the County’s McCommas Bluff Preserve (replacement funds for these improvements would be sought during FY2006-FY2009);
2. Reallocating the $300,000 that is contained in the FY2004 and FY2005 CIP for Trinity River property acquisitions (replacement funds for this activity would also be sought during FY2006-FY2009); and
3. Utilizing up to $800,000 of the unallocated ending balance in the County’s capital development fund.

This funding option has been proposed so as to minimize the impact on the capital development fund’s ending balance during FY2002-FY2005 (so that the impact of this proposed funding option can be assessed, a copy of the financial schedule for the current plan is attached as is a copy of the schedule with the aforementioned reallocations). In the event that the Court would prefer to maintain all or a larger portion of the current funding levels for the McCommas Bluff improvements and the Trinity River acquisitions and still proceed with the White Rock/Deep Ellum connection, a larger share can be taken from the capital development fund’s ending balance. Please also note that should the White Rock/Deep Ellum proposal not be selected for funding by TPWD, then the open space program will continue to operate under the funding levels in the current CIP.

While the proposed improvements to the McCommas Bluff Preserve would have helped increase this preserve’s utilization and while the proposed Trinity River acquisitions would have increased the County’s open space holdings along this river, it is thought that the opportunity to proceed with a project that will serve significantly more people than either activity, to generate the type of economic benefits that might be realized, and to have the State provide about 27% of the funding for a project that the County would probably undertake anyway in a few years warrants temporarily reallocating the funding that was originally associated with these improvements and acquisitions.
In addition, it is likely that much of the property that the County would have sought along the Trinity will still be available at a later date.

PROJECT SCHEDULE

TPWD hopes to announce its final decisions in April; funding would then become available in August. Should the County receive funding for this project, the surveying and design work would begin in Fall 2001 and be completed during FY2002; construction of the trail would begin in Fall 2002 and would be completed by the end of FY2003.

RECOMMENDATION

It is recommended that staff continue to refine the cost estimate for the White Rock/Deep Ellum Connection and to work with the City of Dallas regarding the amount of funding that the City can provide for this project, that the County submit a Regional Park proposal to TPWD for this project, and that up to $1,300,000 be reallocated within the County’s FY2001-FY2005 CIP for this project should it be approved by TPWD.

Recommended by:

J. Allen Clemson, Administrator

attachments

cc: Ryan Brown, Budget Office
    Virginia Porter, Auditor
    Don Holzwarth, Public Works
    George Edwin, Park & Open Space Board
    P.M. Summer, City of Dallas
    Lonnie Blaydes, DART
Santa Fe Trail - White Rock Lake / Deep Ellum Connection
## Current Sources and Uses of Funds - Major Capital Development Fund

### Approved Five-Year Capital Improvement Plan

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<td><strong>TOTAL</strong></td>
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<td>18,880,767</td>
<td>38,100,690</td>
<td>33,054,731</td>
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<td>33,842,595</td>
<td>34,407,143</td>
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<td>Reserve (10% of Expenditures)</td>
<td>1,249,899</td>
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* Interest earnings assume 5% on the average of the beginning balance and the previous year beginning balance in order to account for interest on unused reserves
** Beyond FY2004, the mix of trails, amenities, and land acquisitions has not been determined. For purposes of determining fund capacity, these functions have been combined on this spreadsheet.

**UNDERLYING ASSUMPTIONS:**
- Actual tax revenue collections for FY2000 have been projected.
- The remaining 1991 Road Bond sales have been rescheduled for $35 million in September 2000 and $39 million in December 2001.
- A 1-year loan has been made to the Major Technology Fund to cover the implementation of Phase III of Oracle Financials.
- Construction of a replacement for Kays Jail has been delayed until FY2002.
### Proposed Sources and Uses of Funds - Major Capital Development Fund

#### Approved Five-Year Capital Improvement Plan

<table>
<thead>
<tr>
<th></th>
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<td>10,000,000</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td>27,958,724</td>
<td>19,910,767</td>
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<td>33,813,180</td>
<td>33,842,595</td>
<td>34,407,143</td>
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<td>Ending Balance Less Reserve</td>
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* Interest earnings assume 5% on the average of the beginning balance and the previous year beginning balance in order to account for interest on unused reserves.
** Beyond FY2004, the mix of trails, amenities, and land acquisitions has not been determined. For purposes of determining fund capacity, these functions have been combined on this spreadsheet.

**Underlying Assumptions:**
- Actual tax revenue collections for FY2000 have been projected.
- The remaining 1991 Road Bond sales have been rescheduled for $35 million in September 2000 and $39 million in December 2001.
- A 1-year loan has been made to the Major Technology Fund to cover the implementation of Phase III of Oracle Financials.
- Construction of a replacement for Kays Jail has been delayed until FY2002.
MEMORANDUM

DATE: January 10, 2001

TO: Dallas County Commissioners Court

FROM: Michael K. Griffiths, Director

SUBJECT: Award of Project 75217 Community Youth Development Grant

Background of Issue
For a number of years the Texas Department of Protective and Regulatory Services (TDPRS) has awarded funds to communities across Texas to implement intervention programs which will prevent juvenile crime. The program targets urban communities with high referrals tracked by zip code locations. The initial Dallas target area was 75216. The Department has participated in this program since 1995 providing a Community Liaison Officer at South Oak Cliff High School.

TDPRS recently added zip code 75217 to this project. On October 24, 2000, the Commissioner's Court approved the Juvenile Department's Application for FY 2001 funding from the 75217 Community Youth Development Grant. The Department purposed to add a Community Liaison Officer at H. Grady Spruce High School to provide intensive case management services to youth displaying truant behavior.

The purpose of this briefing is to notify the Court that on January 5, 2001, the Department was awarded a Purchased Service Contract and to recommend acceptance of the grant award.

Operational Impact
The Community Youth Development grant currently funds the Department with one Project 75216 Community Liaison Officer. The Community Liaison Officer provides case management and intervention services to students identified as truant by school personnel, Justices of the Peace or Dallas Police Department Officers assigned to Project 75216. Due to the success Project 75216 Community Liaison Officer has had at South Oak Cliff High, the program is being replicated in zip code 75217, at H. Grady Spruce High School.

2600 Lone Star Drive, Box 5
Dallas, Texas 75212
(214) 698-2200
Fiscal Impact
The initial grant award is for eight months. The Juvenile Department requested funding in the amount of $31,377 which will provide salary and fringe benefits for the Community Liaison Officer, mileage reimbursement and cellular phone charges. Dallas County funding will be utilized from the Department 503 budget for routine office supplies used by the Community Liaison Officer.

Legal Impact
Signature of the County Judge will be required on the Contract. A copy of the contract has been forwarded to Mr. John Dahill, District Attorney Office, for review.

Recommendation
The Department respectfully recommends that the Commissioners Court accept the award of funding in the amount of $31,377.00 from the Community Youth Development Grant, Project 75217, and authorize the County Judge to sign the contract on behalf of Dallas County.

Recommended by:

Michael K. Griffiths
Director of Juvenile Services
January 3, 2001

Mr. Mike Griffiths, Director
Dallas County Juvenile Department
2600 Lone Star
Dallas, Texas 75212

Dear Mr. Griffiths:

I have enclosed two (2) copies of the contract between the Community Council of Greater Dallas and the Dallas County Juvenile Department which establishes a purchased service agreement to provide prevention services in Dallas zip code 75217, on behalf of the Dallas Community Youth Development program, effective January 1, 2001 – August 31, 2001. The contract amount is $31,377.00.

If there are questions, please call. Otherwise, review, sign both copies, and return to me as soon as is possible. One original will be returned to you when signed by the Executive Director of the Community Council of Greater Dallas. Please know that there can be no reimbursement for cost incurred in FY 2001 until the contract is signed and received in this office.

Respectfully,

[Signature]

Libbie Terrell Lee, Director
Dallas Community Youth Development
Project 75217

Encl. FY 2001 Contract
STATE OF TEXAS
COUNTY OF DALLAS

PURCHASED SERVICE CONTRACT
Contract # 023232496

Part I – Agreement

THIS AGREEMENT, entered into and effective on the 1st day of January 1, 2001 by and between the Community Council of Greater Dallas hereinafter referred to as the Council, and Dallas County Juvenile Department hereinafter referred to as the Contractor, for the Dallas Community Youth Development Program, funded by the Texas Department of Protective and Regulatory Services. The purpose of this contract is to establish an agreement with the Contractor for specific services so noted in Part II of this Agreement. This contract expires August 31, 2001. The contract terms specified in this agreement supersede all previous terms.

NOW THEREFORE, the parties do mutually agree as follows:

1. ACCOUNTABILITY

The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall be responsible for any claims, demands, costs, or judgments against the Contractor arising out of the performance of the work and services under this contract, or arising from any accident, injury, damage, whatsoever, to any person or persons, or to the property of any persons or corporations occurring during the performance of this contract which is caused by the sole negligence of the Contractor, its agents, officers, and/or employees.

2. FINANCIAL LIMITATIONS AND CONSIDERATIONS

Funds Availability: This contract is at all times contingent upon the availability and receipt of state or federal funds allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the Council.

Amount of Payment: The Council agrees to pay the Contractor from available funds for each service rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Council. In no event shall payments exceed the total budget amount as originally approved in this contract or as subsequently amended by other parties. See “Part III” for detail budget.

Basis for Payment: The basis for payment shall be monthly reimbursement for actual costs incurred as indicated in the budget. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Council. The Council is not obligated to pay unauthorized costs or pay more than the Contractor’s allowable and actually incurred costs which must be allowable, reasonable and allocable, consistent with federal and state regulations. The Contractor is responsible for
submitting bills by the 6th day following the last day of the month in which the service is provided. The Council will make reasonable efforts to process all bills received in an accurate and timely manner.

**Equipment:** The Contractor shall assume responsibility for the protection of any/all physical property and equipment and to take appropriate measures to meet this obligation. The Contractor shall furnish the Council with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In the event of any theft, vandalism, or other offense against the properties, the Contractor shall notify appropriate local law enforcement authorities.

The Contractor shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Council at all times upon request. Equipment bought under this contract shall be returned to the Texas Department of Protective and Regulatory Services at the termination of the contract.

**Accounting:** Contractor agrees to submit an annual financial and compliance audit of the Contractor’s fiscal year-end in accordance with single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations). The Contractor shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants; and follow Texas Department of Protective and Regulatory Services fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.

**Record Keeping:** The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, and inventories of property acquired and other records applicable to the contract for a period of not less than five years.

**Insurance:** Insurance shall be provided for direct delivery of services under contract. The Contractor shall obtain and furnish proof of the following bonding and insurance coverage:
1. Dishonesty bonding under a commercial crime policy at a $10,000 minimum;
2. Commercial General Liability

**Reviews:** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews.

**Notice of Funding:** The Contractor shall place prominent notices acknowledging the funding it receives from the Texas Department of Protective and Regulatory Services in all its literature that describes services covered by this contract. This notice will also appear in the Contractor’s annual financial report, if any is issued.

**Lobbying Limitations:** The Contractor will not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislative measures.

3. **REPORTING REQUIREMENTS**

The Contractor shall submit monthly participant service delivery reports required by the contract in an appropriate format and make available client records and other programmatic or financial records, books, reports and supporting documents for reviewing and copying.
4. MISCELLANEOUS PROVISIONS

The Texas Department of Protective and Regulatory Services retains the right to copyright, use, reproduce and distribute any material written or produced by the Contractor that is the subject of this contract.

The Contractor agrees to notify the Council immediately and in advance of any significant change affecting the Contractor, including change of Contractor’s name or identity, ownership or control, governing board membership, personnel, payee identification number, insurance lapse and other.

All forms and assurances submitted with the original contract are still in effect.

The Contractor agrees to remove any employee from direct client contact who has been convicted of committing or is alleged to have committed child abuse or neglect; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code; or an offense under the Texas Controlled Substances Act.

This contract shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any legal action between the parties arising from this agreement shall be in Dallas County, Texas.

This contract may be amended by mutual agreement of the parties hereto. Amendments must be in writing and be attached and incorporated into this contract.

5. PROVISIONS FOR TERMINATION OF CONTRACT

Either party to this contract may consider it to be canceled by giving 30 days written notice to the other party.

The Council may immediately terminate the contract, with written notice, if the Contractor fails to provide services according to the provisions of this contract or if federal or state laws or other requirements are amended so that either party cannot fulfill this contract.
Part II - Plan of Operation & Scope of Service

Under the terms of this contract, the Contractor agrees to adhere to the attached Detailed Service Description.

Service/Program Description: The assigned Community Liaison Officer will provide case management services to children identified by school officials as truant, and assist the Dallas Police Department who will be intensifying their efforts in Compulsory School Attendance compliance.

Service Provided: The Dallas County Juvenile Department will target youth and families who are most seriously at-risk of delinquency and school failure. The Juvenile Department will utilize the Juvenile Community Liaison Officer to provide intensive individualized intervention. The Office will locate at Spruce High School and will respond by immediately contacting parents and youth that are not at the appropriate school by 9:00 a.m. each school day. The Liaison Officer will provide mentoring, linkage, and network support to the youth, their siblings, and families to assist in overcoming educational and social obstacles that impede success.

Service Sites/Times: From January 1, 2001 to August 31, 2001, the Dallas County Juvenile Department will provide an intensive, structured, comprehensive, yet individualized program designed to reduce the excessively high incidence of truancy among youth presently falling within the jurisdiction of the juvenile justice system and residing in the zip code 75217. The position, referred to as a Juvenile Community Liaison Officer, will locate at H. Grady Spruce High School, 9733 Old Seagoville Road, Dallas, Texas 75217, Monday through Friday, during FY2001 from 7:00 a.m. to 4:00 p.m. This is a school-based program and access to the program is within walking distance. However, at all times, the participants’ coming and going are safeguarded through the provisions of safe passage. During the eight weeks of summer, the Community Liaison Officer will continue to provide case management services to the children identified during the school year as being at risk of truancy or having low-level discipline issues. The Officer will provide assistance in securing summer employment, maintain contact through home visits and other collateral contacts as established by the Dallas County Juvenile Department. Additionally, new students enrolled in the summer school program at Spruce High School who exhibit negative school behaviors and are residents of 75217 will be registered in the CYD program and become a part of the school initiative. Monitoring, supervision, and case management will also be afforded the students as well.

Goal: A truancy reduction program is aimed at reducing further the high incidence of truancy among children presently residing in the zip code 75217. The Liaison Officer will assist in designing a network of services to enable 70 youth to overcome existing barriers and connect them with services that will enable successful pursuit of education.
Under the terms of this contract, the Contractor agrees to adhere to the following Budget pages:

**BUDGET INFORMATION FORMS**

**COMMUNITY YOUTH DEVELOPMENT PROGRAM**

**SUMMARY BUDGET**
**FY2001 (1/1/01 – 8/31/00)**

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<td>(C) Personnel - Travel</td>
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## BUDGET INFORMATION

(1A) Personnel -- Salaries

FY2001 (1/1/01 – 8/31/00)

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**TOTAL SALARIES**

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**TOTAL FRINGE BENEFITS**

7368.00
## BUDGET INFORMATION

### (2) Materials and Supplies

FY'2001 (1/1/01 – 8/31/00)

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<tr>
<td><strong>TOTAL MATERIALS AND SUPPLIES</strong></td>
<td><strong>0.00</strong></td>
</tr>
</tbody>
</table>

---

FY 2001
Dallas CNO Contract
Page 9
## BUDGET INFORMATION

*(1C) Personnel -- Travel*

**FY'2001 (1/1/01 – 8/31/00)**

<table>
<thead>
<tr>
<th>Type of Expense (mileage, food, lodging)</th>
<th>Purpose (Destination and Benefits to the Program)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>Home visits, training, collateral visits</td>
<td>675.00</td>
</tr>
</tbody>
</table>

| TOTAL TRAVEL                           |                                               | 675.00|
BUDGET INFORMATION

(3) Rental, Lease, or Purchase of Equipment

FY'2001 (1/1/01 – 8/31/00)

<table>
<thead>
<tr>
<th>Description and Basis for Valuation</th>
<th>Method Used (lease, rent, purchase, etc.)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

TOTAL RENTAL, LEASE, OR PURCHASE

* All of the equipment must be tagged and inventoried as property of the Contractor for the life of the contract and must be utilized by the Community Youth Development Program at all times.
<table>
<thead>
<tr>
<th>Description and Basis for Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cellular Telephone</td>
<td>500.00</td>
</tr>
</tbody>
</table>

500.00
IN WITNESS HEREOF, the parties hereunto affix their signatures and bind themselves during the effective dates of January 1, 2001 through August 31, 2001.

COMMUNITY COUNCIL OF GREATER DALLAS

BY ________________________________  ____________________________
    Martha T. Blaine, Executive Director  Date

DALLAS COUNTY JUVENILE DEPARTMENT

BY ________________________________  ____________________________
    Judge Lee Jackson, Juvenile Board Chair  Date
MEMORANDUM

Date: January 10, 2001
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director

Subject: FY 2001 Residential Substance Abuse Treatment Grant

Background of Issue

The Dallas County Commissioners Court, through Court Order 2000-2060 dated October 10, 2000, approved the Juvenile Department's application for continuation funding from the Office of the Governor, Criminal Justice Division's (CJD) Residential Substance Abuse Treatment (RSAT) grant. This grant provides for a significant portion of the cost of operating the 48-bed substance abuse treatment unit at the Lyle B. Medlock Youth Treatment Center. Based on the application that was submitted, CJD has awarded Dallas County $1,165,561 in RSAT funds for FY 2001. The purpose of this briefing is to request Commissioners Court approval to formally accept the RSAT grant award.

Operational Impact

Operation of the Medlock Center is contracted to Correctional Services Corporation (CSC). Juvenile Department staff in the Placement and Contract Services units are responsible for identifying and referring youth to this program as well as monitoring for contract compliance and program effectiveness.

Performance Measures

The Juvenile Department uses the following primary performance measures in evaluating CSC's effectiveness in operating the Medlock Center: successful discharge percentage, length of stay, and recidivism. FY 2000 performance data was provided to the Court in a briefing on January 9, 2001. Performance data for the first quarter of FY 2001 is currently being collected.

Fiscal Impact

For FY 2001, Dallas County has been awarded $1,165,562 in RSAT Grant funds. The award will require a grantee cash match of $388,520. Based on estimated expenses that will be incurred by the County for the cost of CSC’s per diem rate, utilities and other facility operating costs associated with the 48-bed RSAT program, Dallas County will be able to
meet this cash match requirement without any additional funding from the General Funds. As shown below, the RSAT grant award will reduce the County's per diem cost for a substance abuse bed from $76.64 per day to $10.12.

<table>
<thead>
<tr>
<th>Description</th>
<th>Calculation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSC per diem</td>
<td>$76.64</td>
<td>$76.64</td>
</tr>
<tr>
<td>Funding from RSAT Grant ($1,165,562/365 days/48 beds)</td>
<td>$66.52</td>
<td>$66.52</td>
</tr>
<tr>
<td>Net per diem cost to County</td>
<td></td>
<td>$10.12</td>
</tr>
</tbody>
</table>

**Legal Impact**

The signature of the Dallas County Judge as Authorized Official, Dallas County Auditor as Financial Officer, and Director of Juvenile Services as Project Director are required on the Grantee Acceptance Notice. This notice must be submitted to the State of Texas, Office of the Governor, Criminal Justice Division by February 4, 2001. CJD requires that all grantees provide a formal assurance that in the event of the loss or misuse of grant funds, the grantee assures that all funds will be returned to CJD in full. With the Court's approval, this language will be included in the Court Order.

**Recommendation**

It is recommended that the Dallas County Commissioners Court accept $1,165,562 in Residential Substance Abuse Treatment Grant funding from the Office of Governor, Criminal Justice Division and authorize the Dallas County Judge, Dallas County Auditor, and Director of Juvenile Services to sign the Grantee Acceptance Notice and related documents on behalf of Dallas County.

**Recommended by:**

Michael K. Griffiths, Director
Grant Number: SF-01-A10-14874-03
Grantee Name: Dallas County
Project Title: Residential Drug Treatment Center
Grant Period: 01/01/2001 - 12/31/2001
Program Fund: SF-State Criminal Justice Planning (421) Fund

CJD Award: $1,165,561
Grantee Cash Match: $388,521
Grantee In-Kind Match: $0
Total Project Cost: $1,554,082

The Governor's Criminal Justice Division (CJD) has awarded the above-referenced grant. The approved budget is reflected in the attached Budget Summary. This grant is subject to and conditioned upon acceptance of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code. Applicable special conditions are cited below. By signing and submitting the Grantee Acceptance Notice to CJD, the grant officials accept the responsibility for the grant project and certify their agreement to the conditions of grant funding.

Special Conditions and Requirements:

Other Special Conditions:
Individual Project Report (IPR)

Required Attachments
Resolution Please submit.

2001-Criminal Justice
Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
GRANT ACCEPTANCE NOTICE

SF-01-A10-14874-03
Dallas County
Residential Drug Treatment Center

This Acceptance Notice should be signed and returned to the Criminal Justice Division (CJD) by February 4, 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, Part 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 grant must have three separate persons designated to serve as grant officials.

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
Name & Title (must print or type)
Director, Dallas County Juvenile Dept.
Official Agency Mailing Address
2600 Lone Star Drive
City/Zip Code
Dallas, Texas 75212
Telephone Number Fax Number
(214)698-2223 (214)698-5508

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

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

Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
To: Members of the Commissioners Court

From: Mattye Mauldin Taylor, Ph.D.
Director of Personnel/Civil Service

Subject: Term of Office – Dallas County Fire Marshal

Background
An issue has been raised as to whether Dallas County wishes to administer the workers’ compensation benefits for the Fire Marshal and Assistant Fire Marshals who are certified law enforcement officials under the same terms as other law enforcement personnel in the County.

If the County wishes to provide this same benefit to the Fire Marshal and Assistant Fire Marshals, then Commissioners Court must (1) officially appoint the Fire Marshal to his position and (2) according to Local Government Code 352.011, this term of office shall be for a period not to exceed two years.

Impact on Operations
The Fire Marshal’s position would be classified as an appointed position with a term of office not to exceed two years. The law enforcement officials in the Fire Marshal’s Office would receive the same benefits provided to other law enforcement personnel under 52E during the Fire Marshal’s term of office.

Financial Impact
This change in policy may have some financial impact if there is an injury and 52E is invoked. Currently, the department has two open claims, both with limited lost time from work. Due to the size of the staff and the available current workers’ compensation coverage, the financial impact should be limited.

Recommendation
The Personnel/Civil Service Department recommends Commissioners Court (1) classify the Fire Marshal’s position as an appointed position with the appointee to serve for a period of two years to be effective 01/01/2001 and (2) to administer the workers’ compensation benefits per Article III, section 52E of the State Constitution.

Recommended by:
Mattye Mauldin-Taylor, Ph.D.
Director of Personnel/Civil Service

501 Main Street, Room 103
Criminal Courts Building

Dallas, Texas 75202

(214) 653-7638

Equal Opportunity Employer
January 10, 2001

To: Members of the Commissioners Court

From: Mattye Mauldin Taylor, Ph.D
Director of Personnel/Civil Service

Subject: Request for Exception to Salary Policy for a Part-Time Employee

Background
Later this month, the Superintendent of Road and Bridge District #1 will retire. The department is proposing to take the following actions: (1) change the full-time superintendent position from a full-time position with benefits to a 900 hours or less part-time position without benefits, (2) rehire the current incumbent at his current rate of pay, which is the maximum of the range, and (3) transfer 50% of the savings back to the County with the remaining 50% to be placed in the Department’s Discretionary Account (DDA).

The proposal to rehire the incumbent into a part-time position at the maximum of the range is the issue Commissioners Court is being asked to review. Current policy Section A (526) only allows part-time/temporary positions to be compensated at the minimum of the salary range, unless: (1) Commissioners Court approves a higher salary as an exception, or (2) the position has been approved by Commissioners Court as a select position. A select position is a position deemed critical to the operation of the program, difficult to fill due to the dynamics of the local market and one that requires a specialized skill, trade, technical or medical background.

Last year, Commissioners Court approved salary exceptions allowing part-time or temporary employees to be hired above the minimum salary when: (1) a full-time attorney position was changed to two part-time attorney positions, (2) a juvenile probation officer was returning to work for a limited time and possessed the job knowledge required to immediately perform the tasks assigned and, (3) a part-time employee was transferring to the Tax Office from the City and possessed the job knowledge to assist the County in its proposed collection of the city and school district taxes.

Impact on Operation
The department’s position is that it will be able to operate efficiently and effectively with the position working part-time at 900 hours or less per year due to: (1) the job knowledge and skills of the incumbent, (2) the job knowledge and skill level of the staff, (3) improved processes, and (4) the assumption of additional duties by the Commissioner, if required. The evaluation and documentation for this change will be reflected in the department’s performance measures, which should show no measurable reduction in tasks accomplished during FY 2001.

Financial Impact
According to the Budget and Evaluation Office, this proposed action will result in a saving to the County of $13,000 per year, after the transfer of funds to the Department’s Discretionary Account (DDA).
Recommendation
The Personnel/Civil Service Department recommends Commissioners Court (1) approve the department's request to change a full-time position with benefits to a 900 hours or less part-time position with no benefits, (2) allow the department to pay the incumbent his current hourly rate, and (3) transfer 50% of the savings back to the County with the remaining 50% to be placed in the Department's Discretionary Account (DDA).

Recommended by:

Mattye Mauldin Taylor, Ph.D
Director of Personnel/Civil Service
January 16, 2001

TO: Commissioners Court

FROM: Bernard E. Blanton

THROUGH: Dan Savage, Assistant Administrator for Operations

SUBJECT: Roof Replacement - Health & Human Services, 2355 & 2377 North Stemmons Freeway, Dallas

BACKGROUND: Court Order No. 2000-1722 08/29/00 Authorized Purchasing Agent to advertise for const’n bids. 
Court Order No. 2000-2112 10/17/00 Awarded a const’n contract to Anchor Roofing Systems.

IMPACT/OPERATIONS: The following work/materials added to the construction contract at the request of Facilities Management Maintenance or provided to facilitate the dry conditions required to complete the installation of the new roofing system.

CHANGE ORDER NO. 1
1.1 Additional Walk Pads: Bldg. 2377; 72 if = 216 sf @ $2.70 installed = $ 583.20
Bldg. 2355; 104 if = 312 sf @ $2.70 installed = $842.40
Subtotal $1,425.60

1.2 Clogged Roof Drains: Bldg. 2377; 3 drains x 5 mh @ $40.00/mh = $ 600.00
Bldg. 2355; 2 drains x 5 mh @ $40.00/mh = $ 400.00
Equipment rental and truck/fuel expense $200.00
Contractors O&P @15% $180.00
Subtotal $1,380.00
Total $2,805.60

LEGAL: N/A

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: The total cost to the construction contract for Change Order No.1 is $2,805.60.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$253,000.00</td>
</tr>
<tr>
<td>Previous Change Order</td>
<td>-0-</td>
</tr>
<tr>
<td>Total Contract to Date</td>
<td>$253,000.00</td>
</tr>
<tr>
<td>Change Order No. 1</td>
<td>$2,805.60</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$255,805.60</td>
</tr>
</tbody>
</table>

As a result of this Change Order No. 1, no additional days are added to the construction contract. The revised contract completion date shall remain unchanged.

Funds were appropriated in the FY2001 Permanent Improvement Program for roof replacement at 2355 Stemmons Freeway in the amount of $120,000.00 and for roof replacement at 2377 Stemmons Freeway in the amount of $200,000.00 (Fund 126.0.0.2001, Permanent Improvements, FY2001) and are sufficient for the award of this Change Order No.1 in the amount of $2,805.60 to Anchor Roofing Systems Ltd.

RECOMMENDATION: Engineering and Project Management recommends that the Commissioners Court authorize Change Order No. 1 in the amount of $2,805.60 to the construction contract with Anchor Roofing Systems Ltd. and the County Judge to sign on behalf of Dallas County.

APPROVED BY: Dan Savage, Assistant Administrator for Operations

George L. Allen Sr. Courts Building, 600 Commerce Street, 9th Floor, Dallas, Texas 75202
(214) 653-6728 • Fax (214) 653-6729
DALLAS COUNTY
CHANGE ORDER NO. 1
Date: January 23, 2001

ROOF REPLACEMENT – HEALTH & HUMAN SERVICES
2355 & 2377 NORTH STEMMONS FREEWAY
BID NO. 2000-128-442

Original Contract Amount $ 253,000.00
Total Amount this Change Order No. 1 $ 2,805.60
Total Revised Contract Amount $ 255,805.60

All terms and conditions of this contract remain the same except as noted below.

The contract is changed as follows:

1.1 Additional Walk Pads: Bldg. 2377; 72 If = 216 sf @ $2.70 installed = $ 583.20
Bldg. 2355: 104 If = 312 sf @ $2.70 installed = $ 842.40
Subtotal $ 1,425.60

1.2 Clogged Roof Drains: Bldg. 2377; 3 drains x 5 mh @ $40.00/mh = $ 600.00
Bldg. 2355; 2 drains x 5 mh @ $40.00/mh = $ 400.00
Equipment rental and truck/fuel expense $ 200.00
Contractors O&P @15% $ 180.00
Subtotal $ 1,380.00

TOTAL CHANGE ORDER NO.1 $2,805.60

As a result of this Change Order No. 1, no additional days are added to the construction contract. The revised contract completion date shall remain unchanged.
# DALLAS COUNTY MAJOR PROJECTS REVIEW

## PROJECT NAME
Roof Replacement - 2355 & 2377 N. Stemmons

## RESPONSIBLE DEPARTMENT
Engineering & Project Management

## PROJECT MANAGER
Bernie Blanton

## DATE OF REPORT
December 5, 2000

## PROJECT DESCRIPTION
Construct new built-up tar roof system.
Buildings 2355 & 2377 N. Stemmons

## BRIEFING DATE
October 10, 2000

## COURT ORDER DATE
October 17, 2000

## A&E FIRM/AWARD DATE
In-House

## CONTRACTOR/AWARD DATE
Anchor Roofing System, October 17, 2000

## FUNDING SOURCE (S)
FY 2000 Permanent Improvement Program

## PROJECT COST

<table>
<thead>
<tr>
<th>Original Estimate</th>
<th>Modified Estimate</th>
<th>Modified Estimate</th>
<th>Current Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$220,000</td>
<td></td>
<td></td>
<td>$253,000</td>
</tr>
</tbody>
</table>

- **Date:** Aug. 2000
- **Date:** Sept. 2000

## SCHEDULING

<table>
<thead>
<tr>
<th>Start Date</th>
<th>Completion Date</th>
</tr>
</thead>
</table>

## USES OF FUNDS

<table>
<thead>
<tr>
<th>Architect/Engineer</th>
<th>Construction Engineer</th>
<th>Other</th>
<th>Equipment</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>$220,000</td>
<td>$253,000</td>
<td></td>
<td></td>
<td>$220,000</td>
</tr>
</tbody>
</table>

- **Original Budget**
- **Current Budget**
- **Difference:** ($33,000)

## MINORITY CONTRACTING

<table>
<thead>
<tr>
<th>Minority Participation (%)</th>
<th>Minority Participation ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 %</td>
<td>$253,000</td>
</tr>
</tbody>
</table>

## COMMENTS
Construction started November 1, 2000.
Contractor is working on both roofs.
January 16, 2001

TO: Commissioners Court

FROM: Bernard E. Blanton

THROUGH: Dan Savage, Assistant Administrator for Operations

SUBJECT: Foundation Repair & Additional JP Office Expansion, Precinct No. 8 Subcourthouse

BACKGROUND:

Court Order No. 98-2243 11/17/98 authorized Indefinite Quantity Contract Work Order 12 with Johnson/McKibben Architects (JMA) to prepare contract documents for repair of the interior floor slab and foundation.

Court Order No. 2000-081 01/11/00 authorized Indefinite Quantity Contract Work Order 12A with JMA to expand the Justice of the Peace (JP) administrative offices (approximately 600 sq.ft.) and include this work with the construction work for foundation repair.

Court Order No. 2000-2372 11/28/00 authorized Purchasing Agent to advertise for solicitation of construction bids.

IMPACT/OPERATIONS: Construction bids for this project were received and opened January 4, 2001 with Village Interiors, Inc. (General Contractors) the apparent lowest bidder for the total amount of $258,000.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>BID BOND</th>
<th>M/WBE FORMS</th>
<th>BASE BID</th>
<th>ALTERNATE #1</th>
<th>ALTERNATE #2</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Interiors, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>$245,000 *</td>
<td>$13,000</td>
<td>(No Change)</td>
<td>$258,000</td>
</tr>
<tr>
<td>Hallmark Restoration</td>
<td>Yes</td>
<td>Yes</td>
<td>$134,000</td>
<td>$21,200</td>
<td>$116,000</td>
<td>$271,200</td>
</tr>
<tr>
<td>Phillip/May Corporation</td>
<td>Yes</td>
<td>Yes</td>
<td>$247,000</td>
<td>$18,330</td>
<td>$97,390</td>
<td>$362,720</td>
</tr>
<tr>
<td>Andrews Paving</td>
<td>Yes</td>
<td>No Bid</td>
<td>$247,000</td>
<td>$18,330</td>
<td>$97,390</td>
<td>$362,720</td>
</tr>
<tr>
<td>Southlake Construction</td>
<td>Yes</td>
<td>No Bid</td>
<td>$247,000</td>
<td>$18,330</td>
<td>$97,390</td>
<td>$362,720</td>
</tr>
</tbody>
</table>

NOTE: *Includes cost for Base Bid and Alternate No. 2.

LEGAL: Bid No. 2000-133-453 advertised in strict accordance with applicable Dallas County Policy.

M/WBE INFORMATION: The M/WBE Coordinator shall provide the Certification Report.

FINANCIAL IMPACT: Funding for renovations to the Precinct 8 Subcourthouse (Investment Building) was appropriated in the FY2001 Budget for Major Projects, Fund 196, Year 2001 in the total amount of $500,000.

RECOMMENDATION: Engineering and Project Management recommends that the Commissioners Court award a construction contract to Village Interiors, Inc. for the Foundation Repair, Handicap Access Ramp & Additional Office Expansion with New Glazed Window Wall System, Precinct No. 8 Subcourthouse, for the total amount of $258,000.

APPROVED BY:

Dan Savage, Assistant Administrator for Operations

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
January 4, 2001

Mr. Bernard Blanton
Facilities Management
County of Dallas
600 Commerce Street 9th floor
Dallas, TX 75202

RE: Precinct 8 Subcourthouse

Dear Bernie:

By this letter we confirm that our base bid includes all work shown or required to complete the work contained in the contract documents for the above referenced project to include the new window wall system as described in Specification Sections 08410 & 08800.

Because of the fact that any salvage, or relocation of the existing storefront would be costly and difficult; and because of questions about the intent of alternate Number Two, we included all work associated with the window wall system in the base bid.

Sincerely,

[Signature]

David Eoff
## DALLAS COUNTY MAJOR PROJECTS REVIEW

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>RESPONSIBLE DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Investment Building) Foundation Repairs &amp; Office Expansion</td>
<td>Engineering &amp; 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>December 5, 2000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
<th>FUND/ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair of foundation on southside of building</td>
<td>00126.0000.08130.1999.0000.70055</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>
</tr>
</thead>
<tbody>
<tr>
<td>Johnson McKibbens &amp; Associates 11-17-98</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR/AWARD DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>FUNDING SOURCE (S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY99 Permanent Improvement Fund - $100,000</td>
</tr>
</tbody>
</table>

### PROJECT COST

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Estimate</th>
<th>Modified Estimate</th>
<th>Modified Estimate</th>
<th>Current Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: September 1998</td>
<td>$100,000</td>
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</table>

### SCHEDULING

<table>
<thead>
<tr>
<th>Date</th>
<th>Planned</th>
<th>Current</th>
<th>Delay (days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>Jan. 2001</td>
<td>Jan. 2001</td>
<td></td>
</tr>
<tr>
<td>Completion Date</td>
<td>July 2001</td>
<td>July 2001</td>
<td></td>
</tr>
</tbody>
</table>

### USES OF FUNDS

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget</th>
<th>Current Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect/Engineer (Johnson/McKibben)</td>
<td>$7,650</td>
<td>$14,050</td>
<td>($6,400)</td>
</tr>
<tr>
<td>Construction Contractor</td>
<td>$92,350</td>
<td>205,000</td>
<td>($112,650)</td>
</tr>
<tr>
<td>Other</td>
<td></td>
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<tr>
<td>Equipment</td>
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<tr>
<td>Subtotal</td>
<td>$100,000</td>
<td>$219,050</td>
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<tr>
<td>Total</td>
<td>$100,000</td>
<td>$219,050</td>
<td>($119,050)</td>
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### MINORITY CONTRACTING

<table>
<thead>
<tr>
<th>Minority Participation (%)</th>
<th>Planned</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.65%</td>
<td></td>
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</table>

### COMMENTS

Plans and specifications have been revised to move south wall out to edge of overhang and add a handicap access ramp. This project will disrupt the activities of Judge Rose's Court and Judge Steele's Court. The construction cost estimate does not incorporate the tenant finish-out. Those costs are being developed. Facilities construction will do the tenant finish out work. Judge Rose's Court will move to George Allen during construction. Court order to advertise for construction bids on November 28, 2000.
DATE: December 6, 2000

TO: J. Allen Clemson, Court Administrator

FROM: Irvin Hicks, Director - Minority Affairs

SUBJECT: M/WBE Review of RFP# 2000-133-453 - Foundation Repair - Precinct #8 Sub-courthouse (Management Summary)

The following is a synopsis of the subject narrative:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEO1 Docs (?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Interiors, Inc.</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Hallmark Restorations</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Gilbert May, Inc, dba Phillips/May</td>
<td>0*</td>
<td>N*</td>
</tr>
</tbody>
</table>

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

c: Commissioners Court (duo J. Allen Clemson)
John Nolan
file(2000-133)
January 16, 2001

To: Commissioners Court

From: John P. Nolan, P.E., Assistant Director of Engineering

Through: Dan Savage, Assistant Administrator for Operations

Subject: 2001 Major Elevator Upgrade- Health and Human Services Building
Bid No. 2001-025-707

Background: The Commissioners Court was briefed January 2, 2001 regarding the award of this contract to the low bidder, Kone, Inc.; however Kone had conditioned the acceptance of their bid on an additional 18 weeks (126 days) to perform the work that was originally specified at 210 days. It was the direction of the Commissioners Court to award this bid to the second low bidder, Thyssen Dover Elevator, as they indicated that they could perform the work within the specified time. Subsequently, Thyssen Dover has offered to replace the entire elevator cabs in lieu of replacement of the elevator sills, trim panel and ceiling trim, as a "no cost change" provided the time is extended by 45 days. The reason for this is that the labor involved in the specified work exceeds what the additional materials would cost to completely replace the elevator cabs. The County elevator consultants (Persohn/Hahn) have reviewed this offer and recommend the replacement of the entire cabs as a "value added change" (see attached letter).

The original bid results are as follows:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BASE BID</th>
<th>REPAIRS</th>
<th>TOTAL</th>
<th>MAINTENANCE 12 MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>KONE, Inc.</td>
<td>$294,169</td>
<td>$50,622</td>
<td>$344,791</td>
<td>$10,260</td>
</tr>
<tr>
<td>Thyssen/Dover</td>
<td>$334,798</td>
<td>$37,825</td>
<td>$372,623</td>
<td>$10,800</td>
</tr>
<tr>
<td>Advantage Elev</td>
<td>$370,286</td>
<td>$66,138</td>
<td>$436,424</td>
<td>$10,800</td>
</tr>
</tbody>
</table>

In order to award this contract to Thyssen Dover funds in the amount of $372,623 will be required. The maintenance costs will be a future offset to the normal elevator maintenance contract.
Impact/Operations: By performing this work, the reliability and performance of the three Health and Human Services Elevators should be improved. Acceptance of the “no cost proposal” will add to the time required to do the work, but should result in a better appearing elevator cab.

Legal: This contract was advertised in accordance with all legal requirements. With the Commissioners Court approval, the “no cost” change order can be accepted.

M/WBE Information: The M/WBE information for Thyssen Dover has been previously provided to the Minority Business Officer and is attached.

Financial Impact: Total funds required to award the 2001 Major Elevator Upgrade contract to Thyssen Dover Elevator is $372,623.00 Funding for this project was appropriated in the FY2001 Budget and funds are currently available in the amount of $355,600.00 in Fund 126.1021.08121.2001 (General Fund, General Services – Engineering, Major Elevator Improvements, Year 2001). The Budget Office advises that the remaining funds in the amount of $17,023.00 required to award this contract to Thyssen Dover can be provided from Unallocated Reserves (120.9950.09110).

Recommendation: It is recommended that the Commissioners Court approve the award of this contract to Thyssen Dover in the amount of $372,623.00. Further, it is recommend that a “no cost” change order to provide new elevator cabs in the three Health and Humans Services elevators be approved with a time extension of 45 days. Upon the direction of the Commissioners Court, a Court Order will be placed on the next week’s agenda with either just the award or the award and the change order.

Approved by: 

Dan Savage, Assistant Administrator for Operations
January 4, 2001

Mr. John Nolan, P.E.
Assistant Director of Engineering
Dallas County Engineering and Project Management
600 Commerce St. Suite 900
Dallas, Texas 75202

Re: 2001 Major Elevator Upgrade
Health and Human Services Building
Bid No. 2001-025-707

Dear John:

We understand the apparent successful bidder, Thyssen Dover Elevator Company has offered to provide complete new cabs for these three (3) elevators in lieu of modifications to the existing cabs, as specified.

We recommend that the County accept this change. From the standpoint of appearance, fit and function of all related components such as door operation, etc. this would represent a long lasting improvement to the project.

Sincerely,

Tom Humphreys
Senior Associate
PERSOHN/HAHN ASSOCIATES, INC.
Fax

To: Mr. Irvin Hicks
Company: Dallas County
Fax Number: 214-653-7449
Number of Pages: 2

From: Matt Blair, Modernization Sales
Telephone Number: (972) 785-3255
Fax Number: (972) 785-0506
Date: 01-03-01
Subject: Dallas County Health & Human Services Elevator Mod-EEO-1.

Mr. Hicks,

Please, see attached and let me know if you need anything further.

Thanks,

[Signature]

CC: John Nolan (214) 653-6729
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<tr>
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<th>WHITE</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN PACIFIC</th>
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<tr>
<td>Service Workers</td>
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<th>ASIAN PACIFIC</th>
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CHECK ONE:  
X Non-Minority Owned Firm
<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>FY 2001 Elevator Upgrades</th>
<th>RESPONSIBLE DEPARTMENT</th>
<th>Engineering &amp; Project Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT MANAGER</td>
<td>John Nolan</td>
<td>DATE OF REPORT</td>
<td>December 5, 2000</td>
</tr>
<tr>
<td>PROJECT DESCRIPTION</td>
<td>Upgrade of the three HHS (2377) Elevators</td>
<td>FUND/ACCOUNT</td>
<td>120.1021.08132.2001</td>
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<tr>
<td>A&amp;E FIRM/AWARD DATE</td>
<td>Persohn/Hahn Associates, October 17, 2000</td>
<td>CONTRACTOR/AWARD DATE</td>
<td></td>
</tr>
<tr>
<td>FUNDING SOURCE (S)</td>
<td>120.1021.08132.2001</td>
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<td>PROJECT COST</td>
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<tr>
<td>Original Estimate</td>
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<td>Date:</td>
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<td>Current Estimate</td>
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<td>Completion Date</td>
<td>Sept. 2001</td>
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<td>USES OF FUNDS</td>
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<td>Architect/Engineer</td>
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<td>$19,400</td>
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<tr>
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<td>$19,400</td>
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<td>MINORITY CONTRACTING</td>
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</tr>
<tr>
<td>Minority Participation (%)</td>
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<tr>
<td>Minority Participation ($)</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMENTS</td>
<td>The bid opening is scheduled for November 30, 2000. The work will be briefed in December and awarded with a start in January 2001.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
January 16, 2001

MISCELLANEOUS

1) **HOUSING REHAB** - requests approval of an additional three week extension to Add-On Construction for the housing rehabilitation project at 722 Cedar Hill Street in Cedar Hill, TX (Bid #2000-223-624) due to weather conditions and also because of the Lead Base Paint Training for Contractors and Supervisors that the vendor had to attend January 2-5, 2001. The revised completion date for this project will now be January 27, 2001.

2) **PROBATE COURT #2 (PRICE)** - requests permission to delete the following property which cannot be located. The County Auditor certifies that audit procedures failed to determine specific property disposition.

<table>
<thead>
<tr>
<th>County #</th>
<th>Description</th>
<th>Amount</th>
<th>Date Acquired</th>
<th>Explanation</th>
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</thead>
<tbody>
<tr>
<td>49725</td>
<td>Transcriber</td>
<td>$857.02</td>
<td>5/1/83</td>
<td>Disposition Unknown</td>
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This item was not on hand when Court Reporter Frank Sutton commenced work on October 1, 1987.

3) **CAPELLE & BURDETT** - requests permission to post a flyer describing a seminar offered by the Senior Lawyers Committee of the Dallas Bar Association in the Frank Crowley Criminal Courts Building.

*(PLEASE REFER TO INFORMATION ITEM #4)*

4) **HEALTH & HUMAN SERVICES** - requests permission to change the name of the Mountain View Senior Center to the Emeritus Center at Mountain View College.

5) **FACILITIES MANAGEMENT** - requests authorization to contract the manufactures recommended annual inspection and service of the 5 central plant chillers serving the Frank Crowley/Lew Sterrett Complex. Estimated cost is $12,000. Funds are available in Permanent Improvements, Building Improvements and Land, FY2001 Budget, (00126.08130.2001).
TRAVEL REQUESTS

6) INSTITUTE OF FORENSIC SCIENCES - requests:

7) SHERIFF'S DEPARTMENT - requests:
   a) Shirley McIntosh - Training Course "Responding to Child Maltreatment) - San Diego, CA - January 22-27, 2001 at no cost to Dallas County.
   b) Stephen Womack - Examine North Carolina Highway Patrol's Mobile Intoxilyzer/Emergency Command Center and Orange County Fire and Rescue's Mobile Command Communication Center - Raleigh, NC and Orlando, FL - January 17-20, 2001 at no cost to Dallas County (all expenses to be reimbursed by LLEBG Funds).

8) PROBATE COURT #2 (PRICE) - Statutory Probate Judges Meeting - Austin, TX - January 26, 2001: $166.70 from General Fund, Probate Court #2 Escrow Account, FY2001 Budget.

9) HEALTH & HUMAN SERVICES - Don Hutcheson & Al Gonzales - Meeting for all RRT members and their host area immediate supervisors - Atlanta, GA - January 17-18, 2001 at no cost to Dallas County.
1) DEPARTMENTS: 4040
ITEMS: Public Defender
Fax Machine
ESTIMATED COST: $985
FUNDING SOURCE: Contingency, Furniture and Equipment
EXPENDITURE SOURCES: 00120.4040.08610.2001 (General Fund, Public Defender, Special Equipment, FY2001)
PROPOSED ACTION: Chief Public Defender Jane Roden requests the replacement of a fax machine that has fallen into disrepair. Recommended by Communications and Central Services Records Management.

2) DEPARTMENT: 3130
ITEMS: Sheriff's Office (Warrant Execution Section)
1-low-volume plain paper fax
ESTIMATED COST: $423
FUNDING SOURCE: Furniture & Equipment Contingency
EXPENDITURE SOURCE: 00120.3130.08610.2001 (General Fund, Warrant Execution, Special Equipment, FY2001)
PROPOSED ACTION: Sheriff's Office Warrant Execution Section requests authorization to purchase a fax machine to be used by the juvenile squad. Recommended by Communications and Central Services Records Management.

3) DEPARTMENT: 1035
ITEMS: Tax Assessor/Collector
Mobile Filing System
ESTIMATED COST: $11,390
FUNDING SOURCE: Unallocated Reserve
EXPENDITURE SOURCE: 00120.1035.08610.2001 (General Fund, Tax Assessor Collector, Special Equipment, FY2001)
PROPOSED ACTION: The Tax Assessor/Collector requests the purchase of mobile filing configuration to store Tax Office Accounting Section reports and files. Prior to the renovation and installation of modular furniture, these items were stored in boxes on wooden shelving, in inadequate filing cabinets throughout the office. Estimated cost: $11,390. Recommended by Communications and Central Services Records Management.

*************