DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA
SEPTEMBER 4, 2001

MAJOR TECHNOLOGY REVIEW AT 8:00 A.M.
REGULAR COURT AT 9:00 A.M.
PUBLIC HEARING ON THE TAX RATE AT 9:00 A.M.

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   Minister’s Letter of Appreciation

   DATE(s) TO REMEMBER
DALLAS COUNTY
HEALTH AND HUMAN SERVICES
ADMINISTRATION

BETTY J. CULBREATH LISTER
DIRECTOR

TO: COMMISSIONERS COURT

FROM: Betty J. Culbreath Lister, Director of Health & Human Services

DATE: August 28, 2001

SUBJECT: DALLAS COUNTY HEALTH AND HUMAN SERVICES/OLDER ADULT SERVICES PROGRAM TRANSPORTATION AGREEMENT AMENDMENTS

BACKGROUND
Dallas County Health & Human Services/Older Adult Services Program has transportation agreements with site sponsors of 14 senior centers. The agreements reimburse site sponsors for providing transportation services to senior citizens attending Program senior centers. The site sponsors are reimbursed for actual expenses each month.

It is necessary to make adjustments to these agreements each year in order to reflect the exact cost of operating the vans. For FY 2001, adjustments need to be made to agreements with the following site sponsors: Agape UMC, Crest Moore King UMC, Elmwood UMC, Umphress UMC, Lakeview Christian Church, Park South YMCA, Greater Zion Baptist Church and St. James A.M.E. Church.

OPERATIONAL/FISCAL IMPACT

The contract amounts originally approved, and the recommended changes are attached. The agreement amendments will be effective August 1, 2001 through September 30, 2001.

LEGAL INFORMATION

Transportation Agreement Amendments require the signature of each site sponsor and the County Judge. The amendment was previously approved by the District Attorney’s office and has been approved to form.

RECOMMENDATION

It is recommended that Commissioners Court approve the Transportation Amendments to reflect the changes described in Attachment A, and that the County Judge be authorized to sign the Amendment to the Transportation Agreements on behalf of Dallas County.

Recommended by: Betty J. Culbreath Lister, Director of Health & Human Services

Cc: Zachary Thompson, Deputy Director, HHS
Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Dianne Rucker, Assistant Director, OASP
John Dahill, Advisory Chief, Civil Section

2377 Stemmons Freeway Dallas, Texas 75207-2710
Suite 600 LB-16

Office (214) 819-1858
FAX (214) 819-6022
# FY’01 TRANSPORTATION BUDGET

<table>
<thead>
<tr>
<th>CONTRACT SITES</th>
<th>Original Budget</th>
<th>Actual Expenses 10/01/00 - 07/31/01</th>
<th>Revised Budget 10/01/00 - 09/30/01</th>
<th>Comments</th>
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<td>Agape UMC</td>
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<td>Lakeview Christian</td>
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<td>$15,841.47</td>
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<td>Greater Zion Bapt.</td>
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## ADDITIONAL EXPENSES

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<th>Actual Expenses</th>
<th>Revised Budget</th>
<th>Comments</th>
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<tbody>
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<td><strong>Totals</strong></td>
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## TOTAL BUDGET

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<tr>
<th>Type of Funding</th>
<th>Original</th>
<th>Revised</th>
<th>Increase/Decrease</th>
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<td>Funds collected from sale of vehicle</td>
<td>$2,160.00</td>
<td>$2,160.00</td>
<td>$2,160.00</td>
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<tr>
<td><strong>Total</strong></td>
<td>$303,750.00</td>
<td>$279,466.45</td>
<td>$330,210.00</td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 21st day of August, 2001, but to be effective as of August 1, 2001, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Agape Memorial United Methodist Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 10, 2000, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. **Funding Obligations and Cost Reimbursement** Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

   "F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $91,713.00."

2. **Agreement in full force.** All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:  
THE COUNTY OF DALLAS, TEXAS

Site Sponsor:  
AGAPE MEMORIAL UNITED METHODIST CHURCH
5111 Capitol Avenue
Dallas, Texas 75206

By:  
LEE F. JACKSON  
DALLAS COUNTY JUDGE

By:  
Name:  
Title:  

AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 21st day of August, 2001, but to be effective as of August 1, 2001, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Crest Moore King United Methodist Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 10, 2000, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. Funding Obligations and Cost Reimbursement. Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

"F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $51,744.00."

2. Agreement in full force. All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:

THE COUNTY OF DALLAS, TEXAS

Site Sponsor:

CREST MOORE KING UNITED
METHODIST CHURCH
4501 South Marsalis
Dallas, Texas 75216

By: __________________________
LEE F. JACKSON
DALLAS COUNTY JUDGE

By: __________________________
Name: __________________________
Title: __________________________
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 21st day of August, 2001, but to be effective as of August 1, 2001, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Elmwood United Methodist Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 10, 2000, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. Funding Obligations and Cost Reimbursement. Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

   "F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $16,063.00."

2. Agreement in full force. All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:  
THE COUNTY OF DALLAS, TEXAS

Site Sponsor:

ELMWOOD UNITED
METHODIST CHURCH
1315 Berkley Avenue
Dallas, Texas 75224

By: ________________________________  
LEE F. JACKSON  
DALLAS COUNTY JUDGE

By: ________________________________  
Name: ________________________________  
Title: ________________________________
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 21st day of August, 2001, but to be effective as of August 1, 2001, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Umphress Road United Methodist Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 10, 2000, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. Funding Obligations and Cost Reimbursement. Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

"F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $16,818.00."

2. Agreement in full force. All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County: ________________________________ Site Sponsor: ________________________________

THE COUNTY OF DALLAS, TEXAS UMPHRESS ROAD UNITED

METHODIST CHURCH

7224 Umphress Road

Dallas, Texas 75217

By: ________________________________ By: ________________________________

LEE F. JACKSON Name: ________________________________

DALLAS COUNTY JUDGE Title: ________________________________
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 21st day of August, 2001, but to be effective as of August 1, 2001, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Lakeview Christian Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 10, 2000, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. **Funding Obligations and Cost Reimbursement.** Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

   "F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $12,781.00"

2. **Agreement in full force.** All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:                      Site Sponsor:

THE COUNTY OF DALLAS, TEXAS   LAKEVIEW CHRISTIAN CHURCH
9100 Diceman
Dallas, Texas 75218

By: ____________________________  By: ____________________________
LEE F. JACKSON                  Name: ____________________________
DALLAS COUNTY JUDGE            Title: ____________________________
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 21st day of August, 2001, but to be effective as of August 1, 2001, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Park South YMCA ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 10, 2000, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. Funding Obligations and Cost Reimbursement. Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

"F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $19,409.00."

2. Agreement in full force. All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:                   Site Sponsor:  
THE COUNTY OF DALLAS, TEXAS PARK SOUTH YMCA
2500 Romine Avenue
Dallas, Texas 75215

By: ________________________________  By: ________________________________
LEE F. JACKSON
DALLAS COUNTY JUDGE
Name: ________________________________
Title: ________________________________
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 21st day of August, 2001, but to be effective as of August 1, 2001, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Greater Zion Baptist Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 10, 2000, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. Funding Obligations and Cost Reimbursement. Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

   "F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $48,632.00."

2. Agreement in full force. All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:  
The County of Dallas, Texas

By: ____________________________  
Lee F. Jackson  
Dallas County Judge

Site Sponsor:  
Greater Zion Baptist Church  
4751 Hopkins Street  
Dallas, Texas 75214

By: ____________________________  
Name: ____________________________  
Title: ____________________________
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 21st day of August, 2001, but to be effective as of August 1, 2001, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Saint James AME Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 10, 2000, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. **Funding Obligations and Cost Reimbursement.** Section V F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

   "F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $12,301.04."

2. **Agreement in full force.** All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:  
THE COUNTY OF DALLAS, TEXAS

Site Sponsor:
SAINT JAMES AME CHURCH
200 North Jim Miller Road
Dallas, Texas 75217

By: ________________________  
LEE F. JACKSON  
DALLAS COUNTY JUDGE

By: ________________________  
Name: ________________________  
Title: ________________________
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
DATE: September 4, 2001
SUBJECT: PERSONAL SERVICES CONTRACT FOR TUBERCULOSIS CLINIC (DAVID BARKSDALE)

BACKGROUND

Eleven years ago, Jordan & Associates created for the Dallas County Health and Human Services Department’s Tuberculosis Clinic a database to store all client files (i.e., medical records, x-rays, demographics, contacts, and treatment records). This database also allows for the retrieval of necessary information which must be reported to the Texas Department of Health (“TDH”). On February 27, 2001, the Commissioners Court approved Court Order No. 2001-427, a contract with David Barksdale (the “Contractor”), to provide technical support services for this database which will include creating/modifying data fields in the database to enable clinic staff to generate specific reports for the TDH. The Department is requesting that the Court rescind the prior court order (No. 2001-427), and execute the attached personal services contract which modifies the insurance requirement contained in the original contract.

The term of the contract will be from September 11, 2001 through May 31, 2002.

OPERATIONAL IMPACT

This contract with David Barksdale, shall have no impact on operations.

LEGAL IMPACT

The District Attorney’s Office, Civil Section, has reviewed and modified the contract content, and the contract has been approved as to form.
FISCAL IMPACT

David Barksdale will provide technical support services for the database that maintains relevant information for the operation of the Tuberculosis Clinic under the terms, conditions, and fees as set forth by the contract at a cost not to exceed $5,400.00. Funding for this contract has been included in FY’ 2001 and FY’ 2002 budget for Health and Human Services.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the contract with David Barksdale, and authorize the County Judge to sign the contract on behalf of Dallas County.

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

C: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Acting Budget Officer
1. PURPOSE

This contract is entered into between County and Contractor for specified services for the Dallas County Health And Human Services, Tuberculosis Clinic.

2. TERM

The term of this contract will be from September 11, 2001 through May 31, 2002.

3. SERVICES TO BE PROVIDED

Contractor shall provide technical support services for the UniVerse database that maintains relevant information for the operation of the Tuberculosis Clinic. The support services shall include but not be limited to the following:

- creating/modify data fields in the UniVerse database to enable clinic staff to generate specific reports for the Texas Department of Health;
- providing telephone support to clinic staff for the UniVerse database for any inquiries/questions about its operability; and
- providing a maximum of seventy-two (72) hours of such technical support services throughout the term of the contract.

4. TERMS AND CONDITIONS OF PAYMENT FOR SERVICE

a. County agrees to compensate Contractor in the amount of six hundred dollars ($600) per month for such services.

b. The maximum amount to be paid under this contract is five thousand four hundred dollars ($5,400.00).

c. Payment will be made to Contractor by County within thirty (30) days of receipt of invoice. Contractor shall submit to County, on or before the 5th of the month, an invoice in the format described in Exhibit “A”.

d. Contractor agrees to submit no more than one such billing a month.
Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames.

Contractor agrees to make available, at reasonable times and for reasonable periods, those supporting documents pertaining to services provided for purposes of programming, creation and modification of data fields; a record of number of telephone hours of support provided and any other documentation to substantiate provision of services under this contract. All documents shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after the termination of the contract period. If any litigation, claim or audit involving these records begins before the specified period expires, Contractor must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims or audit findings are resolved.

6. ASSURANCES

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

   b. Contractor, by acceptance of the 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.

   c. Contractor assures that no funds under this contract will be used to employ or compensate any recipient of services under the program.

   d. Contractor agrees to adhere to confidentiality requirements, as applicable, for work conducted for the County under this contract and further agrees to refrain from any activities that advocate or promote the violation of State or federal laws.

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

   f. Contractor agrees to indemnify and hold harmless County, its officers, employees, agents, and representatives from and against any and all losses, claims, demands, actions, suits, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorneys' fees) arising or alleged to arise from, or in any way related to (whether directly or indirectly, casually or otherwise) any act or omission (intentional or otherwise) of Contractor or any of its agents, servants, employees, subcontractors or invitees. This provision shall survive the termination of this Contract.
g. Contractor assures that he shall not receive personal benefits or gains in performance of the services outlined in this contract. Furthermore, Contractor agrees to disclose any material/financial interests that it has in the properties that work is performed prior to commencement of a particular assignment.

h. Contractor and County agree to acknowledge that this contract may not be assigned or transferred by any party without the prior written consent of the other party.

7. INSURANCE

County requires that the following coverage be met and in effect for the life of the contract, Contractor agrees to furnish and maintain in effect for the duration of this contract and any renewal, the insurance listed herein from an insurance company acceptable to County and authorized to do business in the State of Texas. Contractor will submit verification of coverages to the Purchasing Department, showing County as the certificate holder. County will not authorize payments for services rendered without having the applicable certificates on file. All insurance cost including any deductible shall be paid in full by Contractor without cost to or contributions from County.

A. General Liability and Automobile Liability Insurance as follows:

$100,000 each person;
$300,000 each single occurrence for bodily injury or death; and
$100,000 each single occurrence for injury or destruction of property.

Contractor shall notify County in the event of any change in coverage and shall give such notices not less than 45 days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance.

8. EXPENSES

Contractor shall be responsible for all mileage and other expenses related to the fulfillment of the requirements of the contract.

9. CANCELLATION

Either party to this contract may cancel this agreement by provision of thirty (30) days written notice to the other party. If the contract is canceled prior to the scheduled end of the contract period, Contractor shall be entitled to compensation for work completed as of the date of cancellation.

10. 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 here from to the same extent and effect as if never incorporated herein, but all other provisions will continue.
11. ACCEPTANCES

a. By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this contract in full.

b. In performing services under this contract, Contractor is an independent contractor, and the execution of this contract does not change the independent status of Contractor.

No term or provision of this contract or act of Contractor shall be construed as making Contractor the agent, servant, or employee of County, except as specifically provided.

c. This contract shall be expressly subject to County’s Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, and all applicable federal and state law. This contract shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either Contractor or County shall lie exclusively in Dallas County, Texas.

11. CERTIFICATION

Under Section 231.006, Texas Family Code, Contractor certifies to County this Contractor is not delinquent in any child support obligation and therefore, ineligible to receive payment under the terms of this contract. Contractor hereby acknowledges that this contract may be terminated and payment may be withheld if this Certification is inaccurate.

By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this contract in full.

EXECUTED THIS ______________ day of ______________________, 2001.

FOR: CONTRACTOR

BY: David Barksdale

FOR: COUNTY

BY: Betty Culbreath-Lister, Director
Health and Human Services

BY: Lee F. Jackson
Dallas County Judge

APPROVED AS TO FORM:

BY: John B. Dahlill
Advisory Chief, Assistant
District Attorney Civil Section
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

DATE: September 4, 2001

SUBJECT: AMENDMENT TO TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2002, ATTACHMENT #04A (STD-HIV)

BACKGROUND

An amendment to Texas Department of Health (TDH) Contract #7560009056 2002, Attachment #04A, STD-HIV has been received from TDH. This Attachment for STD-HIV is being amended by TDH to add funds in the categories of personnel, fringe benefits, travel, equipment, other, and indirect, and delete funds in the category of contractual, due to additional contract funding and carryforward award. The term of this contract amendment is January 1, 2001 through December 31, 2001.

OPERATIONAL IMPACT

Attachment #04A, STD-HIV of the Texas Department of Health contract amendment will have no impact on operations.

FISCAL IMPACT

Attachment #04A, STD-HIV adds $41,334 in the category of personnel and fringe benefits, $982 in the category of travel, $147,815 in the category of equipment, $74,998 in the category of other, $2,975 in the category of indirect, and deletes $75,410 in the category of contractual.
LEGAL IMPACT

The Commissioners Court is required to approve the amendment of Attachment #04A, STD-HIV of the Texas Department of Health contract.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the amendment of the Texas Department of Health Contract #7560009056 2002, Attachment #04A, STD-HIV, and authorize the County Judge to sign the amendment on behalf of Dallas County.

Recommended by:  

[Signature]
Betty Culbreath-Lister, Director

cc: J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor  
Ryan Brown, Acting Budget Officer
The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

### SUMMARY OF TRANSACTION:
- ATT NO. 04A : STD - HIV

All terms and conditions not hereby amended remain in full force and effect.

### EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

**PERFORMING AGENCY:**

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: ____________________________

(Signature of person authorized to sign)

(Name and Title)

Date: ____________________________

**RECOMMENDED:**

By: ____________________________

(PERFORMING AGENCY Director, if different from person authorized to sign contract)

**RECEIVING AGENCY:**

TEXAS DEPARTMENT OF HEALTH

By: ____________________________

(Charles E. Bell, M.D.)

(Executive Deputy Commissioner)

(Signature of person authorized to sign)

(Name and Title)

Date: 08/10/01
<table>
<thead>
<tr>
<th>Att/ Amd No.</th>
<th>TDH Program ID</th>
<th>Term Begin</th>
<th>Term End</th>
<th>Source of Funds*</th>
<th>Amount</th>
<th>Direct Assistance</th>
<th>Total Amount (TDH Share)</th>
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<tr>
<td>01</td>
<td>HANSENS</td>
<td>01/01/01</td>
<td>12/31/01</td>
<td>93.215</td>
<td>41,356.00</td>
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<td>02A</td>
<td>HIV SURV</td>
<td>01/01/1</td>
<td>12/31/01</td>
<td>93.944 93.940</td>
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<td>03</td>
<td>TB/PC</td>
<td>01/01/01</td>
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<td>709,854.00</td>
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<tr>
<td>04A</td>
<td>STD/HIV</td>
<td>01/01/01</td>
<td>12/31/01</td>
<td>93.977 93.940</td>
<td>1,350,032.00</td>
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<tr>
<td>05A</td>
<td>HIV/HOPWA</td>
<td>04/01/01</td>
<td>01/31/02</td>
<td>14.241</td>
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<td>06A</td>
<td>HIV/RW</td>
<td>04/01/01</td>
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<td>07</td>
<td>STD/TRNG</td>
<td>04/01/01</td>
<td>03/31/02</td>
<td>93.978</td>
<td>247,029.00</td>
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<td>08</td>
<td>HIV/RW</td>
<td>04/01/01</td>
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<td>04/01/01</td>
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<td>10</td>
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<td>11</td>
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<td>02/28/02</td>
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<td>IDEAS</td>
<td>09/01/01</td>
<td>08/31/02</td>
<td>93.283</td>
<td>49,365.00</td>
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<td>13</td>
<td>BRLHO/SURVEY</td>
<td>09/01/01</td>
<td>08/31/02</td>
<td>State 93.991</td>
<td>186,655.00</td>
<td>36,300.00</td>
<td>222,955.00</td>
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<td>14</td>
<td>TB/PC</td>
<td>09/01/01</td>
<td>08/31/02</td>
<td>State</td>
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<td>541,192.00</td>
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<tr>
<td>15</td>
<td>STD/HIV</td>
<td>09/01/01</td>
<td>08/31/02</td>
<td>State</td>
<td>110,804.00</td>
<td>51,762.86</td>
<td>162,566.86</td>
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<td>16</td>
<td>IMM/LocALS</td>
<td>09/01/01</td>
<td>08/31/02</td>
<td>State 93.268</td>
<td>1,104,182.00</td>
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<td>1,149,254.00</td>
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<td>17</td>
<td>REFUGEE</td>
<td>10/01/01</td>
<td>09/30/02</td>
<td>93.000 93.576</td>
<td>188,945.00</td>
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<td>188,945.00</td>
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</tbody>
</table>

| TDH Document No. 7560009056 2002 Change No. 13 | Totals | $7,923,062.00 | $133,134.86 | $8,056,196.86 |

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.
Addendum to 2001 General Provisions
for Texas Department of Health Grant Contracts

Child Abuse Reporting Requirements

PERFORMING AGENCY and each of its subrecipients shall make a good faith effort to comply with all child abuse reporting guidelines and requirements in Chapter 261 of the Texas Family Code relating to investigations of reports of child abuse and neglect. PERFORMING AGENCY and each of its subrecipients shall develop, implement, and enforce a written policy that includes at a minimum the RECEIVING AGENCY’s Child Abuse Screening, Documenting, and Reporting Policy for Grant Services Contractors, and train all staff on reporting requirements. PERFORMING AGENCY and its subrecipients shall use the Checklist for TDH Monitoring as required by RECEIVING AGENCY.
# Revised Contract Budget

<table>
<thead>
<tr>
<th>Object Class Categories</th>
<th>Current Approved Budget (A)</th>
<th>Change Requested (B)</th>
<th>New or Revised Budget (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$675,796.00</td>
<td>$28,498.00</td>
<td>$704,294.00</td>
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<tr>
<td>Fringe Benefits</td>
<td>177,073.00</td>
<td>12,836.00</td>
<td>189,909.00</td>
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<tr>
<td>Travel</td>
<td>80,000.00</td>
<td>982.00</td>
<td>80,982.00</td>
</tr>
<tr>
<td>Equipment*</td>
<td>8,264.00</td>
<td>147,815.00</td>
<td>156,079.00</td>
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<tr>
<td>Supplies</td>
<td>5,335.00</td>
<td>0.00</td>
<td>5,335.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>128,100.00</td>
<td>(75,410.00)</td>
<td>52,690.00</td>
</tr>
<tr>
<td>Other</td>
<td>12,214.00</td>
<td>74,998.00</td>
<td>87,212.00</td>
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<tr>
<td><strong>Total Direct Charges</strong></td>
<td><strong>$1,086,782.00</strong></td>
<td><strong>$189,719.00</strong></td>
<td><strong>$1,276,501.00</strong></td>
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<tr>
<td>Indirect Charges</td>
<td>70,556.00</td>
<td>2,975.00</td>
<td>73,531.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,157,338.00</strong></td>
<td><strong>$192,694.00</strong></td>
<td><strong>$1,350,032.00</strong></td>
</tr>
<tr>
<td><strong>Performing Agency Share</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Income (Carryover)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Program Income (Projected)</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Other Match</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td><strong>Receiving Agency Share</strong></td>
<td><strong>$1,157,338.00</strong></td>
<td><strong>$192,694.00</strong></td>
<td><strong>$1,350,032.00</strong></td>
</tr>
<tr>
<td><strong>Performing Agency Share</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
</tr>
</tbody>
</table>

### Budget Justification
Increase in contract due to additional CDC funding and carryforward award.

Financial status reports are due the 30th of April, 30th of July, 30th of October, and the 30th of March.

* Equipment list attached.

The negotiated indirect cost amount shown above is less than PERFORMING AGENCY'S current approved indirect cost rate on file at RECEIVING AGENCY. Indirect cost will be charged in accordance with the negotiated rate, but may not exceed the amount shown above. Indirect charges to this contract may not exceed the amount shown above, except by prior written approval of RECEIVING AGENCY.
**REVISED EQUIPMENT LIST**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>NO. OF UNITS</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Dell Com Opti-plex GX110 Mini-Tower Integrated audio, Pentium III processor, 733MHz, 256K full speed cache, Int NIC &amp; Int Sound, 3 yr next business day on site parts and labor. Windows 98 2nd edition with CD using FAT32, 128MB non-ECC SCRAM (1DIMM), 10GB EIDE hard drive, NVIDIA M64 16MB PCI video card, 15&quot; Dell M570 monitor, 1.44MB 3.5 floppy drive, 20/48X CD-ROM, integrated sound blaster compatible sound, harman kardon speakers, integrated 3Com Etherlink 10/100 with ACPI and remote wake-up only, quietkey keyboard, microsoft mouse for windows 9X and windows NT, mouse pad, plus software.</td>
<td>3</td>
<td>1,712.00</td>
<td>5,136.00</td>
</tr>
<tr>
<td>002</td>
<td>HP LaserJet 4050TN, 3 paper trays, 16MB, network ready, 133-MHz processor twice the standard memory, 1200-dpi output, full engine speed, HP jetdirect 600N (EIO) internal print server for 10/100 base-TX ethernet/Fast Ethernet, 600-1100 sheet capacity, media sizes 3 x 5 to legal, 110 true type plus HP FontSmart, Bidirectional IEEE 1284-compliant parallel interface, RS232B serial interface, 2 PCI-based EIO slots, fast infrared port and receiver plus HP JetDirect card, 1 yr warranty, 16.24 x 16 x 15, 50 lbs.</td>
<td>1</td>
<td>1,629.00</td>
<td>1,629.00</td>
</tr>
<tr>
<td>003</td>
<td>HP2500cm professional series color printer, designed for small workgroups of 5 - 10 users, Equipped with 20MB RAM and Adob PS3, the printer is network ready to Macintosh, Windows, and DOS, ink cartridges, driver C manual and 2 media trays, prints up to 13 x 19 media, HP's exclusive PhotoRet II color layering technology, 150-250 sheet capacity, automatic media size sensors.</td>
<td>1</td>
<td>1,499.00</td>
<td>1,499.00</td>
</tr>
<tr>
<td>004</td>
<td>DELL laptop Pentium@ III Processor, 750MHz with 14. 1in XGA Display, 128MB SDRAM,1 DIMM, 10GB Hard Drive 9.5MM, Microsoft Windows 98 Second Edition, 3 Yrs Parts &amp; Labor (Next Business Day), FAT32,FILE SYSTEM.WIN9X1200, 24X max/10X min CD-ROM Drive, Internal Actiontec Mini-PCI Modem, 4 Cell Lithium-Ion Battery, 3COM 10/100 CardBus LAN NIC,V2.6.5. 8 Cell Lithium-Ion Secondary Battery, Nylon Carrying Case, Dual Compartment.</td>
<td>1</td>
<td>2,678.00</td>
<td>2,678.00</td>
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<td>Item Number</td>
<td>Item Description</td>
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<td></td>
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<tr>
<td>006*</td>
<td>DELL laptops</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pentium@ III Processor, 750MHz with 14.1in XGA Display, 128MB SDRAM, 1 DIMM, 10GB Hard Drive, 9.5MM, Microsoft Windows98 Second Edition, 3Yrs Parts &amp; Labor (Next Business Day), FAT32, FILE SYSTEM, WIN9X/1200, 24X MAX/10X MIN SD-ROM Drive, No Modem Option, 4 Cell Lithium-Ion Battery, 3COM 10/100 CardBus LAN NIC, V.2,6,5, C-Port II Advanced Port Replicator, 8 Cell Lithium-Ion Secondary Battery, Nylon Carrying Case, Dual Compartment.</td>
<td>2</td>
<td>2,902.00</td>
<td>$ 5,804.00</td>
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<tr>
<td>007*</td>
<td>Mobile Medical Clinic.</td>
<td></td>
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<td></td>
<td>PRICE QUOTATION IS FOR ONE UNIT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ONE NEW 2001 FORD MODEL OR EQUAL 38&quot; CUSTOM DESIGNED AS A MOBILE MEDICAL CLINIC. 100&quot; WIDE BODY WITH 96&quot; INTERIOR WIDTH, 84&quot; INTERIOR HEIGHT.</td>
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<td></td>
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<tr>
<td></td>
<td>FORD 22,000 LB GYWR WITH TAG AXLE OR EQUIVALENT.</td>
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<tr>
<td></td>
<td>MORRYDE SUSPENSION.</td>
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<td></td>
<td>FORD 6.8L TRITON (415 CID) V-10 WITH SEQUENTIAL ELECTRONIC FUEL INJECTION.</td>
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<td>FORD AUTOMATIC 4 SPEED WITH OVERDRIVE.</td>
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<td>MINIMUM 75 GALLON WITH GENERATOR TAKEOFF.</td>
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<td></td>
<td>245/70R19.5-LRF METRIC RADIAL TUBELESS. SPARE TIRE SAME SIZE AND MOUNTED.</td>
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<td>19.5&quot; X 6.0&quot; WITH STAINLESS STEEL WHEEL COVERS.</td>
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<td>POWER WITH TILT.</td>
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<td>4 WHEEL POWER DISC.</td>
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<td></td>
<td>CABLE ACTIVATED FOOT OPERATED HAND RELEASE.</td>
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<td>QUANTITY OF (2) 12 VOLT DEEP CYCLE 105/130 AMP ALTERNATOR.</td>
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<td>CARBON STEEL 36,000 TO 39,000 P.S.I. R.B.M. 238.680LBS.</td>
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<td>SPEEDOMETER WITH ODOMETER FUEL, OIL PRESSURE, TEMPERATURE ANDATTERY VOLT METER</td>
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<tr>
<td></td>
<td>BRAKE WARNING LIGHT</td>
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<tr>
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<td>ENGINE WARNING LIGHT</td>
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<tr>
<td></td>
<td>BACK-UP CAMERA.</td>
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</table>

**TOTALS** | **$ 156,079.00**

Items may be brand name, if specified, or equivalent.

This transaction approves the changes to the equipment list marked with an asterisk (*).
MEMORANDUM

Date: August 28, 2001

To: Dallas County Commissioners Court

From: Michael K. Griffiths
Juvenile Services Director

Re: Award of Project 75216 and 75217 Community Youth Development Grant

Background of Issue

The Texas Department of Protective and Regulatory (TDPRS) is awarding funds to communities to implement intervention programs which will prevent and reduce juvenile crime for children and families who live exclusively in Dallas Zip Codes 75216 and 75217.

In FY '00, Dallas County Juvenile Department was awarded $44,757.00 for a Community Liaison Officer (CLO) at South Oak Cliff High School, and in January 2001, the Department was awarded $31,377 for another CLO at H. Grady Spruce High School. The Community Liaison Officers provide intensive case management services to youth displaying truant behavior.

Again, the Department is requesting permission to participate in the Community Youth Development Grant, which allocated funds to fifteen targeted zip codes communities throughout Texas with the highest incidence of juvenile crime.

Governmental and community based agencies are collaborating in zip codes 75216 and 75217 to provide a variety of intervention and services for youth and their families residing in these communities.

Operational Impact

The Community Youth Development Grant currently funds two Community Liaison Officers. The Community Liaison Officers provide case management and intervention services to students identified as truant by school personnel, Justice of the Peace Courts or Dallas Police Department Officers. The Community Liaison Officer is the Juvenile Department’s representative to the Networking Collaborators Group. The current grants expire August 31, 2001.
Performance Measures

Beginning in FY 2002, the Department will gather baseline data and use a new method to collect and format program outcomes. The primary data collection and interpretation will involve a comparative analysis of the participating students attendance, accumulative GPA, and documented incidents of negative behavior and referral to the Juvenile Justice System. Additionally, we will collect student demographics. Attached is a copy of the data collection instrument.

Fiscal Impact

The Juvenile Department has received contracts in the amount of $50,666 for zip code 75216 and $46,900 for zip code 75217. The funds will provide each officer with salary and fringe benefits, mileage reimbursement, and cellular phone charges. Dallas County funds will be utilized from Department’s 5110 budget for routine supplies used by the Community Liaison Officers.

Legal Impact

Signature of the County Judge is required on the contracts. A copy of the contracts has been forwarded to Mr. John Dahill, District Attorney Office, for review. There can be no reimbursement for cost incurred in FY 2002 until the contract is signed and received in the office of the Director of the Dallas Community Youth Development.

Recommendation

The Department respectfully request that the Commissioners Court accept the award from the Community Youth Development Grant, and authorize the County Judge to sign the contracts after review by the District Attorney Office.

Recommended by: Michael K. Griffiths
Juvenile Services Director

2600 Lone Star Drive, Box 5  Dallas, Texas 75212  (214) 698-2200
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PURCHASED SERVICE CONTRACT

Contract # 023232496

Part I – Agreement

THIS AGREEMENT, entered into and effective on the 1st day of September 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, 2002.

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 presenting bills by the 10th 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.

FY 2002
Dallas CYD Contract
Page 1
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 the standard 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.

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 - Detailed Service Description and Scope of Service

Under the terms of this contract, the **Contractor** agrees to adhere to the attached **Detailed Service Description** and **Scope of Service**.

**DALLAS COUNTY JUVENILE DEPARTMENT - JUVENILE COMMUNITY LIAISON OFFICER**

**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 Provider:** 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, 9733 Old Seagoville Road, Dallas, Texas 75217 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 September 2001 – August 2002, the Dallas County Juvenile Department – Community Liaison Officer 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 FY2002 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 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.

**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 110 youth to overcome existing barriers and connect them with services that will enable successful pursuit of education.
Part III - Budget

Under the terms of this contract, the **Contractor** agrees to adhere to the following **Budget**.

**Texas Department of Protective and Regulatory Services**
**Budget for Purchase of Services - Summary Sheet**
**Form 2030**
**Contractor**: Dallas County Juvenile Department - 75217
**Contract No.**
**Contract Period** SEPTEMBER 1, 2001 - AUGUST 31, 2002 (FY '02)

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<th>C Admin</th>
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<td>(1B) Personnel - Fringe</td>
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**Certified By:**
**Name:**
**Title:**

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FY 2002
Dallas CVD Contract
Page 5
Dallas County Juvenile Department
BUDGET NARRATIVE

COST CATEGORY

1. (A) Personnel – Salaries: One (1) 100% Certified Juvenile Probation Officer. The funded position will be known to Dallas Zip Code 75217 community as the Juvenile Probation Liaison Officer. The position will meet the requirements of a certified probation officer; adhere to the professional standards of the Texas Juvenile Probation Commission, be an employee of the Dallas County Juvenile Department – who will subcontractor to the Community Council of Greater Dallas. The position will exclusively provide Truancy Reduction and other related case management prevention services to children identified by the cluster schools, Justices of the Peace, community parents, other subcontractors, and the Dallas Police Department. This position will not supplant any probation officer assignment currently operating in Dallas zip code 75217.

   • (B) Personnel – Fringe Benefits: The fringe benefit allocation is the established benefit package for full-time Dallas County employees. It includes FICA, Retirement, Worker’s Compensation, and medical provisions.

   • (C) Personnel – Travel: Mileage allocation @ $.33 per mile for attendance at meetings, home visits, required training, school visits, and conferences. (The Dallas County allocation is $.30 per mile).

2. Consumable Supplies: NO BUDGET REQUEST.

3. Rental, Lease, or Purchase of Equipment: NO BUDGET REQUEST.

4. Other Cost: Request to fund the cost associated with the use of a cellular phone as a primary officer safety device and used in the event of requesting assistance while making contact in the field.

FY 2002
Dallas CVO Contract
Page 6
Part IV - Execution of Contract

IN WITNESS WHEREOF, the parties hereunto affix their signatures and bind themselves during the effective dates of January 1, 2001 through August 31, 2002.

COMMUNITY COUNCIL OF GREATER DALLAS

BY ________________________________

Martha T. Blaine, Executive Director                      Date

DALLAS COUNTY JUVENILE DEPARTMENT - 17

BY ________________________________

Judge Lee Jackson, Juvenile Board Chair                        Date

FY 2002
Dallas CVD Contract
Page 7
## Budget For Purchase of Service

**Texas Department of Protective and Regulatory Services**  
**Budget for Purchase of Services - Summary Sheet**  
**Form 2030**

**Contractor:** Dallas County Juvenile Department - 75217  
**Contract No.:**  
**Contract Period:** SEPTEMBER 1, 2001 - AUGUST 31, 2002 (FY '02)

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<td>(4) Equipment (Rent/Lease/Purchase)</td>
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<tr>
<td>(5) Other Costs</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>$500.00</td>
<td>$500.00</td>
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<tr>
<td><strong>Total Direct Costs</strong></td>
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<td><strong>Grand Total</strong></td>
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**Certified By:**

**Name:**

**Title:**
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<tr>
<th>Position or Title</th>
<th>A #Staff</th>
<th>B Avg. Monthly Salary</th>
<th>C %Time (on contract)</th>
<th>D Months of Service</th>
<th>E Total AxBxCxD</th>
<th>F Program</th>
<th>G Admin</th>
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*For audit purposes timesheets and payroll data must be kept on file.

**Costs not allowable if already being paid by other sources.
<table>
<thead>
<tr>
<th>Type of Fringe Benefits</th>
<th>E Total</th>
<th>F Program</th>
<th>G Admin</th>
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<tbody>
<tr>
<td>FICA, RETIREMENT, UNEMPLOYMENT</td>
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<tr>
<td>Health/Dental, Life Disability</td>
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</table>
Texas Department of Protective and Regulatory Services  
Budget for Purchase of Services  
Form 2030  
Contractor: Dallas County Juvenile Department - 75217  
Contract No.  
Contract Period: SEPTEMBER 1, 2001 - AUGUST 31, 2002 (FY '02)

<table>
<thead>
<tr>
<th>Type of Travel Expense (mileage/food/lodging etc.)</th>
<th>A Total</th>
<th>B Program</th>
<th>C Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
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<td>$350.00</td>
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<tr>
<td>Total Travel</td>
<td>$350.00</td>
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</table>

*For audit purposes receipts and other detailed records must be kept on file.  
**Costs not allowable if already being paid by other sources.
Texas Department of Protective and Regulatory Services
Budget for Purchase of Services
Form 2030

Contractor: Dallas County Juvenile Department - 75217
Contract No.
Contract Period: SEPTEMBER 1, 2001 - AUGUST 31, 2002 (FY '02)

<table>
<thead>
<tr>
<th>Materials and Supplies (description and basis of cost)</th>
<th>A Total</th>
<th>B Program</th>
<th>C Admin</th>
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<tbody>
<tr>
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</tbody>
</table>

Total Materials and Supplies: $0.00

*For audit purposes receipts and other detailed records must be kept on file.
**Costs not allowable if already being paid by other sources.
<table>
<thead>
<tr>
<th>Equipment (description and basis of cost)</th>
<th>Method Used (rent/lease/buy)</th>
<th>A Total</th>
<th>B Program</th>
<th>C Admin</th>
</tr>
</thead>
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</tbody>
</table>

Total Equipment $0.00 $0.00 $0.00

*For audit purposes receipts and other detailed records must be kept on file.
**All equipment must be tagged and numbered.
**Costs not allowable if already being paid by other sources.
<table>
<thead>
<tr>
<th>Other Costs (description and basis of cost)</th>
<th>A Total</th>
<th>B Program</th>
<th>C Admin</th>
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</thead>
<tbody>
<tr>
<td>Cellular Phone lease</td>
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<td>$900.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Subtotal without subcontracts</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
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<tr>
<td></td>
<td>$0.00</td>
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<tr>
<td>Subtotal of subcontracts</td>
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</table>

Total Other Costs: $500.00

*For audit purposes receipts and other detailed records must be kept on file.
**Costs not allowable if already being paid by other sources.
<table>
<thead>
<tr>
<th></th>
<th>FA Operating Costs</th>
<th>Subcontract or Service Costs</th>
<th>FA Service Costs</th>
<th>Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Program Costs</td>
<td>$12,652.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>2.53%</td>
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<tr>
<td>Administrative Costs</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>0.00%</td>
</tr>
<tr>
<td>Service Cost Percentages</td>
<td></td>
<td>0.00%</td>
<td>0.00%</td>
<td></td>
</tr>
</tbody>
</table>
Dallas County Juvenile Department
BUDGET NARRATIVE

COST CATEGORY

1. **(A) Personnel – Salaries:** One (1) 100% Certified Juvenile Probation Officer. The funded position will be known to Dallas Zip Code 75217 community as the Juvenile Probation Liaison Officer. The position will meet the requirements of a certified probation officer; adhere to the professional standards of the Texas Juvenile Probation Commission, be an employee of the Dallas County Juvenile Department – who will subcontractor to the Community Council of Greater Dallas. The position will exclusively provide Truancy Reduction and other related case management prevention services to children identified by the cluster schools, Justices of the Peace, community parents, other subcontractors, and the Dallas Police Department. This position will not supplant any probation officer assignment currently operating in Dallas zip code 75217.

   - **(B) Personnel – Fringe Benefits:** The fringe benefit allocation is the established benefit package for full-time Dallas County employees. It includes FICA, Retirement, Worker’s Compensation, and medical provisions.

   - **(C) Personnel – Travel:** Mileage allocation @ $.33 per mile for attendance at meetings, home visits, required training, school visits, and conferences. (The Dallas County allocation is $.30 per mile).

2. **Consumable Supplies:** NO BUDGET REQUEST.

3. **Rental, Lease, or Purchase of Equipment:** NO BUDGET REQUEST.

4. **Other Cost:** Request to fund the cost associated with the use of a cellular phone as a primary officer safety device and used in the event of requesting assistance while making contact in the field.
MEMORANDUM

Date: August 29, 2001

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Approval of FY 2002 Residential Contracts with Existing Providers

Background of Issue

The Dallas County Juvenile Department historically contracts with community-based providers for standard residential services. For FY 2001, this department contracted with thirty-six (36) providers for residential services. This total does not include the two (2) Correctional Services Corporation (CSC) operated facilities (Lyle B. Medlock Youth Treatment Center and the Harry Hines Juvenile Detention Annex). Residential services contracts were only renewable for FY 2000 and 2001. The contracts with all existing residential providers expire on September 30, 2001; which required them to submit a new Request For Proposal (RFP) to be considered for contract award. RFP No. 2001-156-922, soliciting bids for residential services, was released by Purchasing on May 30, 2001. This department received thirty-seven (37) proposals by the July 23, 2001 closing date. Twenty-eight (28) were from existing residential providers and nine (9) were from new potential providers. One of the existing providers (Parker County Youth Emergency Shelter) has changed its name and program and will be evaluated with the other new potential providers. Six (6) existing providers chose not to submit RFP’s and one (1) provider closed their facility. At this time, only proposals from existing providers are being evaluated. The Juvenile Board, at the August 27, 2001 meeting, gave approval of the Juvenile Department’s recommendation to contract with the twenty-eight (28) existing providers. The purpose of this briefing is to recommend Commissioners Court approval for contract awards with existing residential providers. Proposals from new potential providers will be evaluated and recommendations for contract awards will be presented to the Juvenile Board and Commissioners Court in September.

The Dallas County Juvenile Department, after completing its internal review process, is recommending that the twenty-eight (28) existing providers listed in Attachment 1, page 1, be considered for contract awards in FY 2002.
Evaluation Process

Contract award was not guaranteed and was contingent on positive results received during the Juvenile Department's evaluation process and continued need for services provided. The Texas Juvenile Probation Commission (TJPC) requires that grant recipients have performance goals and objectives included in all service provider contracts. The department set FY 2001 performance goals and objectives as targets based on FY 2000 evaluation criterion (listed below) and assigned mean scores for each of these categories. Contractors were then notified of these targets and informed that their FY 2001 performance and individual evaluation scores would be used as the impetus in recommending contract award for FY 2002. The twenty-eight existing contractor programs were evaluated using the following criterion:

<table>
<thead>
<tr>
<th></th>
<th>Mean Points</th>
<th>Maximum Points</th>
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</thead>
<tbody>
<tr>
<td>A. Complaints</td>
<td>6</td>
<td>10</td>
</tr>
<tr>
<td>B. Recidivism</td>
<td>16</td>
<td>30</td>
</tr>
<tr>
<td>C. Discharge History</td>
<td>11</td>
<td>20</td>
</tr>
<tr>
<td>D. Length Of Stay</td>
<td>11</td>
<td>20</td>
</tr>
<tr>
<td>E. Site Visit</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>F. M/WBE</td>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>100</td>
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</tbody>
</table>

A minimum score of fifty (50) (sum of mean scores for all evaluated categories) was set for existing providers out of a possible maximum of 100 points for recommendation of contract award. The total scores for each provider by category is listed on Attachment 1, page 2. Raw statistical scores of existing providers from Caseworker are included as Attachment 1, page 3. Performance data for each existing provider during the past five years is provided in Attachment 1, page 4, regarding total recidivism, successful discharge history and average length of stay in days for successful discharges. A detailed description of the internal review process used to evaluate and score existing contractors is provided on Attachment 1, pages 5-11 and the Program Evaluation/Site Review form is on Attachment 1, pages 14-31.

Seven (7) existing providers scored below the required fifty (50) point minimum (House of Aces, YMCA Casa House, Burke Foundation, Center For Success, Minola's Place, Sheltering Harbour and Vision Quest) either because of a low performance score or due to receiving zero points on Minority/Women's Business Enterprise (M/WBE) scoring. Two (2) agencies (The Lords Ranch and Nikki's) scored above the required 50 point minimum but received zero points on M/WBE scoring. However, due to the nature of services provided by these agencies and the profile of youth they serve, this department has decided to recommend that the contracts be awarded with those agencies and a rationale for this recommendation is as follows:

2600 Lone Star Drive, Box 5  
Dallas, Texas 75212  
(214) 698-2200
House of Aces

House of Aces is an agency that provides a therapeutic environment managed by their director who has experience and a background in the mental health field. This agency accepts our high risk, hard to place females who may be on psychotropic medications that other contracted facilities will not accept. Additionally, House of Aces accepts our Level of Care (LOC) V females but will only charge a per diem rate equal to a LOC IV. Often they are willing to accept our females with runaway backgrounds when knowing the risks involved. In doing so, this agency’s overall FY 2001 performance score (successful discharges and recidivism) was affected by three females who ran from the facility. Last year this agency achieved an 80% successful discharge rate and the average length of stay for successful discharges in FY 2001 decreased by 88 days from last year. The profile of females accepted by this agency must be taken into consideration when objectively evaluating their performance outcomes.

Minola’s Place

FY 2001 was the first year this department contracted with this agency. Therefore, there is no historical performance data. This agency also accepts our high risk, hard to place females who require a therapeutic environment for emotional disturbances and those who present aggressive behaviors. The overall FY 2001 performance score (successful discharges) was affected by four females who ran from the facility only after being placed within two weeks. An investigation was then conducted by this department and this agency followed our recommendations by installing video cameras and securing windows as a means to retain youth. In consideration of the rationale behind the low successful discharge score, the overall performance score is not reflective of this agency’s ability to be effective. This agency is Title IV-E approved, whereby we receive reimbursement from TJPC for those qualified youth.

Center For Success

FY 2001 was also the first year this department contracted with this agency and has no historical performance data. This agency accepts our females who have emotional disorders and substance abuse issues. The Center For Success received a low, overall FY 2001 performance score due to a low successful discharge score. During FY 2001, this agency released only two youth and those youth had negative discharges. In consideration of the rationale behind the low successful discharge score, the overall performance score is not reflective of this agency’s ability to be effective. This agency is also Title IV-E approved.
Sheltering Harbour

This agency also accepts our female youth who have experienced physical abuse, emotional and physical neglect. Sheltering Harbour received a low, overall FY 2001 performance score due to a low successful discharge score. For FY 2001, this agency achieved a 32% recidivism rate from the 62% it achieved last year. It also decreased the average length of stay for successful discharges by 72 days from last year. This facility recently changed its program director and we anticipate improved results overall. This agency is also Title IV-E approved.

Burke Foundation

We began contracting with this agency in FY 2001. This agency accepts our aggressive male youth who have assaultive and aggressive backgrounds and those who are emotionally disturbed. The Pathfinders Camp provides a therapeutic environment located in a remote wooded area. Burke's received a low, overall FY 2001 performance score due to a low successful discharge score. However, during FY 2001, this agency released only one youth and this youth had a negative discharge only after being in placement 10 days. In consideration of the rationale behind the low successful discharge score, the overall performance score is not reflective of this agency's ability to be effective. This agency is also Title IV-E approved.

It's been extremely difficult to find quality treatment programs for our female youth in a secured setting. Most secured facilities for females provide no therapeutic environment and lack the therapeutic treatment modalities to meet the needs of our youth. Therefore, we are hesitant to contract and place these youth in those secured facilities and must rely on those agencies listed above. During FY 2002, these agencies will receive additional site visits to better monitor program effectiveness and be provided all technical assistance required to achieve improved performance results. For each of these programs, we will review and modify the profiles of youth matched for treatment in an effort to reduce negative results and will only make referrals to these agencies on an emergency basis.

One of the evaluation components included in the RFP is the Minority/Women Business Enterprise Specifications that is required to be completed in full and returned for evaluation by the Dallas County MWBE Coordinator, Mr. Irvin Hicks. The results of his evaluation are included as Attachment 1, pages 12-13.

Four (4) of the existing providers (The Lord's Ranch, Nikki's, Vision Quest, and YMCA-Casa Shelter) received zero points as they failed to complete the forms as required. Mr. Hicks indicates these four agencies did not fully complete all forms, specifically, the Vendor Statistical Report. This report identifies the staff's occupation, race and sex. Therefore, their proposal does not comply with the County Good Faith Effort (GFE) policy.
and cannot be considered for contract award without Commissioners Court approval. These agencies provide needed services for this department and without contract award, services to youth currently enrolled will be interrupted. Therefore, we are requesting approval of a professional services contract in order to avoid any disruption in service to youth.

The Lord's Ranch

This agency received an overall performance score of 53 even with receiving a zero M/WBE score. We have only contracted with this agency since April 2000. We currently have 12 youth enrolled in this program that is located in Warm Springs, Arkansas. The Lord's Ranch provides a range of services for both male and female youth assessed a LOC VI who are seriously emotionally disturbed. Current data for their FY 2001 performance indicates a 100% successful discharge rate. At this time, this is the only facility that we will be recommending contract award for FY 2002 that provides treatment for our LOC VI youth. Also, we will be able to maintain a per diem rate of $175.00 for LOC VI youth when the maximum allowable TJPC rate is $200.98.

Nikki Children's Home

This agency received the highest overall performance score (78) of all existing providers even with receiving a zero M/WBE score. Nikki's is a minority owned business. They failed to accurately complete the required forms. We currently have three youth enrolled in this program that is located in Houston. Nikki's provides a therapeutic foster group home for females who are highly aggressive, who require treatment for substance abuse/dually diagnosed and accepts our females who are pregnant. Current data for their FY 2001 performance indicates a 100% successful discharge rate and a 0% recidivism rate. They decreased their FY 2001 average length of stay for successful discharges by 92 days from last year. Additionally, this agency is Title IV-E approved whereby we receive reimbursement from TJPC.

Vision Quest National

Vision Quest previously closed a boot camp program in Uvalde that we utilized and have not used this agency during the past year. This agency now operates two facilities located in Oklahoma. These facilities provide a boot camp program for LOC V male youth who are aggressive and involved in gangs. This agency was assigned mean scores for FY 2001. If they would have completed the M/WBE forms completely, this agency would have scored the required minimum score of 50 points to be considered for contract award.
YMCA-Casa Shelter

This facility is located in Dallas and provides an emergency shelter for both males and females. They accept our youth who are highly aggressive and those females who are pregnant and offer services to meet the needs of youth and families who are bi-lingual. We did not utilize this agency during the past year and was assigned mean scores for FY 2001. If they would have completed the M/WBE forms completely, this agency would have scored the required minimum score of 50 points to be considered for contract award.

Impact On Operations And Maintenance

The Contract Services unit will continue to administer and monitor these contracts. Field and Assessment P.O. staff will refer youth to these programs.

Service Needs

In an effort to meet the highly individualized needs of the youth this department serves, this department will expand its range of placement options. The annual residential Request For Proposal was issued in May asking agencies to respond who could provide services for special need clients with low I. Q., services for bilingual youth and their families, service programs for youth who are fire setters and programs that will accept pregnant females and their babies.

Legal Information

Juvenile Department staff is preparing contracts with the recommended providers. A copy of the contract document (Attachment 2) has been forwarded to the Assistant District Attorney for review and approval as to form. All modifications will be made to the contract prior to formal approval. The signature of the Chairman of the Juvenile Board and the Dallas County Judge is required on the contract.

Financial Impact/Considerations

Dallas County funding will be utilized from the Juvenile Department’s 5110 budget and by grants provided by the Texas Juvenile Probation Commission and Criminal Justice Division. This department’s FY 2002 baseline budget includes funding for placing 317 youth in residential facilities for FY 2002. Of these 317 placements, 96 are designated for CSC-Lyle B. Medlock Youth Treatment Center and 44 are designated for the CSC-Last Chance program, which leaves 177 youth for placement in other contracted facilities. The Juvenile Department will continue to increase its efforts to capture any reimbursable placement costs through Title IV- E, Medicaid, TCADA and any other source. The total estimated FY 2002 maintenance reimbursement from Title IV-E is $800,000.
Performance Measures Impact

TJPC requires that grant recipients have performance goals and objectives included in all service provider contracts. The department will set FY 2002 performance goals and objectives as targets based on FY 2001 evaluation criterion (length of stay, successful program completion and recidivism rates). Contractors will be notified of these targets and informed that their performance and individual evaluation scores would be the impetus in recommending contract renewal for FY 2003. Contract Services staff will evaluate each providers ability to achieve set performance goals and objectives as it relates to length of stay, successful program completion and recidivism rates and to the provision of after care services. Placement unit staff will conduct annual on-site audits of each provider and evaluate their effectiveness. Site visits involve evaluating each providers operations based on adherence to licensing standards, quality and types of services provided, client satisfaction, condition of facility, minority participation and other factors.

Project Schedule/Implementation

The contract term is for FY 2002 with an option to renew contracts for two twelve month periods (FY 2003 and 2004) if the provider meets all contractual obligations and operates an effective program as determined by this department.

M/WBE Information

Dallas County policy requires all proposers to complete and submit required M/WBE documentation in their RFP. Proposers who failed to submit this required information were not in compliance with Dallas County M/WBE policy (Good Faith Effort) and therefore, their proposal would not be considered. All M/WBE information was scored by the County's M/WBE Coordinator, Mr. Irvin Hicks. Individual scores were included in the total score for each proposer and is provided in Attachment 1, pages 12-13. Four (4) of the existing providers (The Lord's Ranch, Nikki's, Vision Quest, and YMCA-Casa Shelter) received zero points as they failed to complete the forms as required. Details for those agencies have been provided above on page 4, beginning with paragraph five.

The Juvenile Board gave approval to contract with these four agencies providing the Juvenile Department include language in their contracts that specifically requires these four agencies follow Dallas County M/WBE policy (Good Faith Effort). Guidance for this specific language was given by Mr. Hicks. A 'Good Faith Effort' provision was included in their contracts and this provision was reviewed and approved by Mr. Hicks. These four agencies have also submitted to this department revised M/WBE documentation forms that are required that include completed Vendor Statistical Reports.
Recommendation

It is recommended by the Juvenile Department that the Dallas County Commissioners Court approves the request to award contracts with the existing residential services providers listed on Attachment 1, page 1, for FY 2002 and that the Dallas County Judge be authorized to sign the contracts on behalf of Dallas County.

Recommended by: [Signature]
Michael K. Griffiths, Director
MEMORANDUM

Date: August 29, 2001

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Subject: TJPC/TCOMI In-Home Services Program

BACKGROUND OF ISSUE

The Texas Juvenile Probation Commission (TJPC) and the Texas Commission on Offenders with Mental Impairments (TCOMI) have been appropriated monies by the Legislature to collaborate in the implementation of special needs diversionary programs. The purpose of this funding is to provide accessible and effective services to juvenile offenders with serious mental health issues in order to positively impact recidivism. Consequently, TJPC has designated funds for the seven largest counties (to be disbursed upon submittal and approval of a proposal) to serve the targeted population in collaboration with the local mental health provider. The department may request funding for the salaries of up to four probation officer positions and other expenses to be incurred during the implementation and operation of the special needs diversionary program. Program guidelines have been provided to the department and to the Dallas Area NorthSTAR Authority (DANSA) to follow in the development of the proposal.

The target population will include youth who:
- have been adjudicated or placed on deferred prosecution for a Conduct Indicating a Need for Supervision (CINS) status or delinquent conduct offense; and
- are found to have a DSM-IV Axis I diagnosis other than or in addition to substance abuse, mental retardation, autism, or pervasive developmental disorder; and
- are at risk of removal from the home due to psychiatric symptoms or have been determined by the school system to be in special education due to serious emotional disturbance, or have a serious functional impairment, as measured by a current Global Assessment of Functioning (GAF) Scale of 50 or less; and
- have at least one adult family member/guardian in the household who is willing to actively participate in the program.

The grant will provide funding for four teams, with each team consisting of one probation officer (hired by the Juvenile Department) and one counselor (hired by the local mental health care provider). The probation officers will have a specialized caseload of 12-15
youth and serve as case managers. Presently, the department does not have specialized caseloads of youth with mental health issues.

A maximum of four certified counselors can be funded through the Texas Commission on Offenders with Mental Impairments (TCOMI). These counselors will provide services such as group and individual counseling, skills development classes, family therapy, medication monitoring, and crisis management.

One licensed psychologist will also be funded by TCOMI. This team member's duties will include completion of assessments, evaluations, and the development and oversight of case plans.

Attachment 1 is included to provide the Court with the Juvenile Department's proposal submitted to TJPC for the funding of four probation officers and operating expenses. The Dallas Area NorthSTAR Authority has also submitted a proposal to TCOMI requesting funding for four counselors and additional therapeutic services for this project. TCOMI has designated their funding to flow through NorthSTAR and Value Options. Value Options has selected Dallas Metrocare Services as the direct provider of these services.

The purpose of this briefing is to request Commissioners Court approval to post four probation officer positions for the Special Needs Diversionary Program. The Juvenile Board was briefed on August 27, 2001 and approved the department’s proposal.

**IMPACT ON OPERATIONS AND MAINTENANCE**

This program is expected to improve services to mentally impaired youth, as probation officers and counselors will be assigned specifically to this population. The Department will be collaborating with Dallas Metrocare Services to provide the services, with the Department taking the lead on this project. Services to these youth are expected to be more intensive than usual. Additionally, the targeted youth will receive services not currently available to them in the community. It is anticipated that the new probation officers assigned to this program will be housed at the Henry Wade Center.

**LEGAL INFORMATION**

The Juvenile Department will be required to enter into a contract with TJPC. It is expected that the contract will contain language consistent with our other TJPC contracts. Once the award is made the contract will be submitted to the Assistant District Attorney for approval. The contract will require the signature of the Chairman of the Juvenile Board and the County Auditor as fiscal agent for the Juvenile Board.

**FINANCIAL IMPACT/CONSIDERATIONS**

It is estimated that the costs for operating the program will total approximately $277,000,
all of which is being requested from TJPC. These costs will cover all of the expenses associated with the implementation of this program. No county match is required for this program.

**PERFORMANCE MEASURES**

Outcome assessment is accomplished through measuring changes in family functioning as a result of intervention. In addition, outcomes are measured with two short, non-intrusive measures of family member/guardians' perspective and the clinician's monitoring of broad and general outcomes.

Outcome indicators will target:
- Improved emotional behavioral functioning as indicated on the Child Behavioral Check List (CBCL) at intake and termination
- Reduced numbers of mental health hospitalizations
- Reduced recidivism as measured by re-referrals
- Reduced number of technical violations

Output measures will include:
- Number of clients screened/eligible-minimum of 120
- Number of clients served - 120 per year
- Length of service - a maximum of 6 months
- Treatment modalities utilized
- Successful/Unsuccessful discharges

**PROJECT SCHEDULE/IMPLEMENTATION**

The proposal to TJPC was due (and submitted) by August 15, 2001. The TJPC expected the departments funded to begin implementation of the project by September 1, 2001. However, the awards have not been finalized. It is expected that immediately upon the Court's approval, the process to post the probation officer positions will begin. The Department will not fill these positions until the contract award is made. The Department will proceed with other implementation activities in order to implement the program in accordance with TJPC's requirements.

**RECOMMENDATION**

It is recommended that the Commissioners Court approve the juvenile department's proposal and request to post the four probation officer positions in conjunction with the TJPC/TCOMI grant.

Recommended by:  
Michael K. Griffiths, Director
ATTACHMENT 1
Dallas County Juvenile Department/Dallas Area NorthSTAR Authority (DANSA) Proposal

Purpose

The Dallas County Juvenile Department (DCJD) in collaboration with the Dallas Area NorthSTAR Authority (DANSA) and child and family advocates proposes a program to provide intensive in home services to juvenile offenders who have serious mental health problems to reduce out of home placement and reduce recidivism.

Dallas County serves juveniles with mental health problems on a daily basis. These juveniles may be at any stage or level of supervision by the Juvenile Department. Resources to address their mental health needs in the community are very limited and many times their needs are unmet. Mental health services are needed for these particular youth in Dallas County in order to serve them in the home as intensely as deemed necessary in accordance with their needs.

Target Population

The target population will include youth who:

- have been adjudicated or placed on deferred prosecution for a Conduct Indicating a Need for Supervision (CINS) status or delinquent conduct offense
- are found to have a DSM-IV Axis I diagnosis other than or in addition to substance abuse, mental retardation, autism, or pervasive developmental disorder; and
- are at risk of removal from the home due to psychiatric symptoms or have been determined by the school system to be in special education due to serious emotional disturbance, or have a serious functional impairment, as measured by a current Global Assessment of Functioning (GAF) Scale of 50 or less; and
- have at least one adult family member/guardian in the household who is willing to actively participate in the program.

Staffing Pattern

Each participating youth and family will be assigned to a Youth and Family Team which will include a licensed counselor, employed by the designated mental health provider, a specialized probation officer, and a psychologist.

A licensed psychologist, employed by the mental health provider, will work with both the teams to complete assessments and evaluations, develop and oversee youth and family plans and to assist in the program management for each participating family.

Initially, the Dallas County Juvenile Department will hire two certified juvenile probation officers assigned specifically to this project. Probation officers in this project will serve as case managers. Duties of these probation officers will include but not be limited to:

- Research and development of community resources
- Assisting families in accessing resources
- Assisting families with transportation to appointments
Monitoring youth’s behavior for compliance with rules of probation
Monitoring youth’s behavior regarding the diagnosis and manifestation of problem behaviors
Reporting to the juvenile courts

Once caseloads reach a maximum amount of fifteen each, two additional probation officer positions will be requested for this program. It is expected that two additional counselors will be added as well to continue with the “team approach”.

Eligibility Determination

Eligible youth for this program are youth that are adjudicated or on deferred prosecution who meet the eligibility criteria for the target population. Youth and families will be initially assessed by the Juvenile Department, and upon acceptance into the program, referred to the mental health provider for confirmation of eligibility. The local mental health provider will determine the clinical level of care and identify the necessary support services for the participating family.

Youth will be screened through the Juvenile Department for participation in the program. The screening process will entail the following activities in order to determine eligibility:

- Massachusetts Youth Screening Inventory (MAYSI-2) will be completed for each child/youth at formal intake.
- For those youth whose MAYSI scores indicate the need for further assessment, a Diagnostic Interview Schedule for Children (Voice-DISC-4) will be administered.
- Those youth whose DISC scores indicate a need for further assessment will be referred for clinical evaluation and determination of program eligibility by the juvenile department psychologist.
- A family suitability interview will be administered for each youth found to meet the requirements for services through this program. The purpose of this interview is to determine whether the child/youth has a family member/guardian willing to actively participate in this program. The juvenile probation officer will conduct the interview.
- If there is no supportive family member/guardian available, the child will be referred for services through another program.
- All participating families shall be screened for medical insurance coverage prior to service provision. An eligibility specialist (employed through DANS A) will ensure that an application for Medicaid or the Children’s Health Insurance Program (CHIP) is completed and processed when appropriate. The following procedures will be established for medical insurance screening:
  - Probation officers will obtain and review a current financial statement in order to determine if the child/youth is covered through Medicaid, CHIP or private health insurance.
  - If a child/youth has existing coverage, the respective insurance carrier will be contacted for verification and duration of benefits.
  - If determination of eligibility is needed, Juvenile Department staff will contact parents to gather information needed and submit the application.
Dallas County Juvenile Department/Dallas Area NorthSTAR Authority (DANSA) Proposal

- All eligibility results will be forwarded to the respective provider.

Upon referral of youth to the mental health provider, the following criteria will serve to confirm the youths' eligibility in the program and determine the intensity/level of services needed:

### Level of Care Criteria

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<tr>
<th>Admission Criteria</th>
<th>1. A child/youth aged ten to eighteen with:</th>
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<td>2. Identified and referred into the program by the DCJD</td>
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<td>3. A family member/guardian residing in the home who is willing to actively participate in the program</td>
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<td>4. A DSM IV Axis I diagnosis other than or in addition to substance abuse, mental retardation, autism, pervasive development disorder</td>
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<td>5. Manifestation of serious symptoms and are at imminent risk of out of home placement</td>
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<td>6. Manifestation of serious misbehaviors consistent with early onset of mental illness or serious emotional disturbance</td>
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<td>7. Capacity to use community treatment if sufficient resources and services can be “wrapped” around the child and family</td>
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<tr>
<th>Intensity of Service and Continued Stay Criteria</th>
<th>This program provides individualized, flexible services that the family needs to augment the treatment plan, such as respite, mentors, in-home services, etc</th>
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<tr>
<th>Psychosocial, Occupational, Cultural and Linguistic Factors</th>
<th>These factors may change the risk assessment and should be considered when making level of care decisions.</th>
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| Exclusion Criteria | Assessment and interventions can safely take place in a less intensive setting (to be agreed upon by the Juvenile Department). |
Dallas County Juvenile Department/Dallas Area NorthSTAR Authority (DANSA) Proposal

| Discharge Criteria | 1. *The behavior of the youth has improved so that they can safely be in a family setting with minimal or no additional supports. |
|                   | 2. *The behavior of the youth continues to deteriorate such the youth cannot be contained in a family setting and more intensive services are needed. |
|                   | 3. The youth turns age nineteen. |
|                   | *To be agreed upon mutually by juvenile department and local provider through case staffing meeting. |

A needs assessment and service plan development meeting will be coordinated by the Youth and Family Team for each youth and family participating in the program. The team shall meet with the family to develop a Youth and Family Plan within 72 hours of acceptance into the program. Service plan development and implementation will have the following components:

- The Youth and Family Team shall develop a Youth and Family Plan by identifying (with the family’s input) the goals/needs of the family and the appropriate services, interventions and supports to meet those goals/needs. This plan will be made available to the family within 3 days of the initial consult.
- The team will incorporate the values, beliefs, and culture of the individual families which will help determine the manner in which the services, interventions and supports are provided.
- The Youth and Family Plans will emphasize the strengths of the individual youth and family, their support systems and areas of potential growth. The case plan will assist them in acquiring the skills needed to succeed in the home and community as well.
- Youth and Family Plans shall be reviewed and updated at least monthly by the youth and family team. A written copy of the plan review will be provided to the family team within 72 hours following the review.
- Youth and Family Plans shall be written in terms that are meaningful to the youth and family.
- Youth and Family Plans will be written (by the counselors) in compliance with Texas Medicaid Rehabilitation treatment or local service provider requirements.
- The Family Teams shall assist in developing long-term community supports involving extended family members/guardians, local churches and other community service agencies.

The goal of the case plan and all services provided as part of it is to prepare the family to function effectively without juvenile department intervention and to improve the overall health of the child. The team shall assist the family in developing long-term community
supports by involving extended family member/guardians, local churches, and other community service agencies.

A transition period shall be included as part of every youth and family case plan. The transition plan will outline a step-down approach in serving the family to include identifying less intensive supports and services for the youth and family to access when appropriate. An aftercare plan will be an additional component outlining ongoing support systems and resources with the family to ensure continued access to needed services following successful discharge from the program.

**Services Provided**

Service provision for this program will be implemented in a two-phase approach. Phase I will begin at the start-up date of the program to begin serving identified youth from September 1, 2001. Phase II for this program will entail the implementation of a nationally recognized, empirically based family intervention program that has demonstrated positive outcomes for dysfunctional youth. In both Phase I and II, each Youth and Family Team shall provide intensive in-home services and supports to the youth and family. The following requirements will be met:

- a. Each Youth And Family Team shall target and/or maintain a caseload of 12-15 youth and their families.
- b. The service period shall be for a maximum of 6 months.
- c. The number of participants for this program at any one time will range from 50-60 youth and families with an estimated total of 120 youth and families served per year.
- d. Members of the team shall have contact with the family at least 3-5 times per week to provide treatment, counseling, support, training and coordination of other services and supports.
- e. Two or more of the family meetings shall be in the family’s home.
- f. The Youth and Family team shall be available to the family 24 hours per day for crisis management.
- g. If at any time the youth is determined to be a danger to him/herself or others, appropriate measures will be taken immediately, for example:
  1. Removal from home to an appropriate environment as determined by the family team (hospital, detention, shared parent, foster care, etc.)
  2. An emergency family team meeting conducted within 24 hours
  3. A written summary addressing measures taken during the emergency intervention and the effectiveness of these measures will be available in the youth’s file

**Phase I**

Services provided at this time will be an intensified wrap-around approach, which will be determined by the Youth and Family Team together with the family. Service intensity will be targeted to the following service criteria:
3-5 contacts per week/ 2 in-home clinical visits per week
- At least 75% of all visits in-home or community based
- Medication evaluation/management visits with psychiatrist bi-monthly

Phase I: Implementation of the following services and supports will be provided to the participating youth and family and will be based on their individual needs as defined by the Youth and Family Team:

**Therapeutic Services**
- Assessments for service referral
- Individual and/or group therapy
- Skills development training
- Family therapy
- Parent Education
- Respite care (excluded from case rate)
- Service Coordination and planning
- Medication and medication monitoring
- Crisis Management
- Residential services including therapeutic foster care or short term residential treatment (excluded from case rate)
- Substance abuse treatment
- Access to a psychiatrist

**Coordinating Activities**
- Weekly team meetings
- School based interventions
- Referral and follow-up with flexible child and family supports to include mentors, after school and summer programs, tutors and other appropriate services
- Peer youth and family support including advocacy
- Coordination with other treatment providers involved with the family or juvenile (i.e., Adult Mental Health Services; Primary Care Physician)
- Case Staffings through Community Resource and Coordination Group (CRCG)

**Phase II**

Phase II will consist of implementation of an empirically grounded, nationally recognized, well-documented family intervention program for dysfunctional youth. In cooperation with TCOMI and other TCOMI program grantees statewide, the Dallas County partners of this application will collaboratively identify the clinical model to be implemented in Phase II and facilitate training for the clinical staff involved in this program. Cross-training of all program staff will be incorporated in the development of this plan.
Dallas County Juvenile Department/Dallas Area NorthSTAR Authority (DANSA) Proposal

The clinical model to be implemented in Phase II will incorporate all therapeutic services and coordination provided in Phase I into a family systems therapeutic model which is based on the following principles:

1. Services must be provided in an ethnically and culturally appropriate context for the youth and family/guardian.
2. An assessment of the "fit" will be conducted between the identified problems and their broader context.
3. Therapeutic contacts should emphasize the positive and should use systemic strengths as levers for change.
4. Interventions promote responsible behavior among family member/guardians.
5. Interventions should be present-focused and action-oriented, targeting specific and well-defined problems.
6. Interventions should target sequences of behavior within or between multiple systems that maintain the identified problems.
7. Interventions should be developmentally and culturally appropriate and fit the identified needs of the youth and family.
8. Interventions should be designed to require daily or weekly effort by family member/guardians.
9. Intervention efficacy is evaluated continuously from multiple perspectives with providers assuming accountability for overcoming barriers to successful outcomes.
10. Interventions should be designed to promote treatment generalization and long-term maintenance of therapeutic change by empowering care givers to address family member/guardians' needs across multiple systemic contexts.

The clinical model will be a family preservation model of service delivery which is:
- home-based
- goal-oriented
- time-limited
- present-focused

The model will be focused on the identification and cessation of disruptive and negative behaviors. The goals of the selected clinical model must include:

1. **Engage and motivate youth and their families** by decreasing the level of negativity experienced and embedded within the family system.
2. **Change behavior** focusing on reduction and elimination of problem behaviors and accompanying family relational patterns through individualized behavioral change interventions.
3. **Generalize changes addressing difficult situations** by increasing the family's capacity to access community resources adequately and to engage in relapse prevention.
Collaboration with community agencies is a crucial component to include partnerships with schools as well as with probation officers as essential factors. Implementation of this model will be based on the belief that community-based treatment with an understanding of the youth’s ecology will be more effective than costlier residential treatment. Involvement may be intensive, perhaps daily. The ultimate goal is to empower the family to take responsibility for making and maintaining gains. Families will be taught the necessary skills and be encouraged to become advocates for their children and themselves as well as to seek out their own supports.

Case staffings and CRCG reviews will be conducted and focused on ensuring that therapeutic strategies produce observable results in the problem behavior. Otherwise, the strategies utilized may be revised. Positive changes in the youths’ behavior (e.g., school attendance) will be used as indicators that the interventions (e.g., parent contacting the school daily) utilized are appropriate.

Program involvement will be short-term and intense with expected frequency and duration of contacts to decrease over time. Contacts with the family will lessen with time and as improvements are observed and they establish their own community support system.

Once the family is successfully discharged from the program, the aftercare phase will be initiated. During this period the specialized probation officers will transfer the case to the field officer to monitor the family’s adherence with the discharge plan and to offer assistance as needed. Periodic phone calls and home visits will be made with the family in accordance with the treatment model implemented. The team will monitor the family’s access to community resources and support systems established during the active phase of the family’s participation in the program. Additionally, the family will be encouraged to continue with the strategies and interventions previously developed to meet their needs.

**Outcome Assessment and Program Evaluation**

A DANSA program monitor position has been requested by DANSA to oversee evaluation and outcome assessment for this program. The Program monitor will submit reports to TCOMI and work with TCOMI, TDMHMR, ValueOptions, and program staff to meet reporting requirements and coordinate data transfer from the NorthSTAR data warehouse and programmatic data collection protocols for Family Functional Therapy (FFT) or any treatment model utilized. The program monitor will work with program staff to ensure fidelity to the FFT model and accurate and consistent data collection, service monitoring, and aftercare service linkages. CRCG service plan reviews and coordination will also be a primary responsibility of the program monitor to ensure appropriate transition into alternative levels of care and follow-up of program graduates.
Dallas County Juvenile Department/Dallas Area NorthSTAR Authority (DANSA) Proposal

Outcome assessment is accomplished through measuring changes in family functioning as a result of intervention. In addition, outcomes are measured with two short, non-intrusive measures of family member/guardians’ perspective and the clinician’s monitoring of broad and general outcomes.

Outcome indicators will target:
- Improved emotional behavioral functioning as indicated on the Child Behavioral Check List (CBCL) at intake and termination
- Reduced numbers of mental health hospitalizations
- Reduced recidivism as measured by re-referrals
- Reduced number of technical violations

Output measures will include:
- Number of clients screened/eligible-minimum of 120
- Number of clients served - 120 per year
- Length of service - 6 months maximum average
- Treatment modalities utilized
- Successful/Unsuccessful discharges

Data Collection

The Juvenile Department will collect and maintain program data for the purpose of evaluation of program effectiveness as required by TJPC. The department will also report information requested by TJPC concerning the utilization of the DISC and any other program and/or fiscal issues.

The Ombudsman services provided by DANSA will focus on reaching resolution to inquiries and complaints of consumers, family member/guardians, advocates, providers, and other stakeholders. The DANSA Project will be provided copies of the current contract between the State and the BHO thereby enabling DANSA to resolve some inquiries and complaints via contractual provisions. In matters in which the resolution is not clearly delineated in the contract, DANSA will serve as an objective mediator in the resolution of the issue between the Inquirer, Complainant, the BHO, the Provider, and/or the State.

DANSA will develop and maintain policies and procedures guiding staff in the resolution of complaints. The State will provide training and written guidelines necessary to enable DANSA to be effective.

DANSA will document any and all inquiries and complaints utilizing the specific codes provided by the State. DANSA will provide the State with a monthly report detailing any and all complaints and the status of such complaints. The State will provide DANSA with a monthly report in which the monthly complaint reports of DANSA, the BHO, and the State are combined into one single report and which are tabulated by the number of consumers receiving services. In addition to reporting complaint data by type and county
of origin, the State’s report shall separate complaints by consumers receiving mental health services and complaints receiving substance abuse services. DANSA will develop a mechanism to distribute the combined report.

Collaboration

The Juvenile Department is willing to collaborate with DANSA and a local mental health provider to implement this program in the most effective manner possible. Juveniles with serious mental health issues served by the Department will benefit from these services as well as the community as a whole.

The unique structure of the NorthSTAR project has lent itself to expanded opportunities for collaboration and partnerships within a system that, historically, has been built to include strong partnerships and foster collaborative initiatives. Community mental health centers together with additional community and for-profit providers form a network throughout the region that works together to provide services and meet the behavioral health needs of citizens within the seven county area. As the NorthSTAR managed care system is a new concept and is the only public behavioral health care system in the state that is managed by a BHO, it engenders tremendous scrutiny and interest among providers, consumers, local government entities, judges, county commissioners, advocates, family members/guardians, and other stakeholders within the system as well as on the state and federal level.

Competition and blended funding streams have helped to create an environment that fosters partnerships and collaborative planning initiatives. Substance abuse providers work side by side with county hospitals, children’s mental health providers, and state and local officials to address issues and develop recommendations to fine tune the system.

Regional planning is an ongoing initiative for DANSA in partnership with the area’s stakeholders. DANSA has assumed the lead in developing a regional strategic plan and regularly works with stakeholder groups to provide technical assistance and strategic planning expertise to the stakeholders of the region. This has proven to be an invaluable service to non-profit providers who struggle to survive in the changing, competitive environment created by implementation of the managed care waiver.

DANSA supports provider and consumer advisory committees to foster open communication and stakeholder access to the planning, implementation, and evaluation of NorthSTAR. DANSA staff work interactively with STAR service providers to address the medical needs of NorthSTAR clients and the behavioral health needs of STAR enrollees. DANSA fosters interagency partnership and regularly creates opportunities for representatives from each system of care to meet, discuss issues, and form closer working relationships with a vision of a truly integrated system of care for the entire region.

Members of the system, providers, BHO, local officials, judges, consumers, and a myriad of other stakeholders regularly provide input in the implementation, revision, and
evaluation efforts of NorthSTAR. To provide opportunities for participation of all parties, DANSA works in collaboration with area stakeholders hosting open meetings, area advisory councils, and public forums giving advocates, providers, consumers, and family member/guardians an opportunity to address issues and inform area judges, county commissioners, and state and federal legislators on the state of the NorthSTAR project.

As the Local Behavioral Health Authority, DANSA works interactively with both the Texas Department of Mental Health and Mental Retardation (TDMHMR) and the Texas Commission on Alcohol and Drug Abuse (TCADA). The DANSA Board of Directors is appointed by the participating County Commissioners Courts and DANSA answers directly to these local governing groups. DANSA is committed to developing and sustaining the working relationships necessary to launch and sustain this project and retains the experience to successfully lead the community’s stakeholders through the extensive planning and implementation process this application proposes.

The coordination between DANSA, the Juvenile Department, and Value Options will entail information sharing, interagency service coordination, planning, supervision, colocation of staff, cross training activities, participation in existing collaborative efforts, current service delivery capability, strategies to address gaps in the system with new funds, reporting not included in output or outcome measures (i.e. barriers to service, interagency coordination services, agency guidelines, statutory restrictions, etc.), efforts to serve as resource beyond participants of this program.

A primary mechanism for joint collaborative efforts will be the implementation of the CRCG meetings. This group will review individual cases, work with the DANSA Program Monitor to identify unmet needs, and develop strategies to address gaps in the system and to develop community resources to meet the needs of youth and their families participating in this program. As needed, additional community organizations and/or child-serving agencies will be asked to participate in service planning to address specific service needs.

Capacity

The partners included in this proposal have dedicated funding for their current projects. None of these funds will be supplanted or replaced by grant funds. The partners are committed to the successful reintegration of youth with mental impairments who are also under the supervision of the juvenile probation department in Dallas County. The focus of The Dallas Project is to ensure service coordination and provision by utilizing a holistic approach. This approach builds to the strengths of the targeted youth and their families and promotes inter-agency collaboration to provide the necessary array of therapeutic and support services to each participating youth and family.
Dallas County Juvenile Department/Dallas Area NorthSTAR Authority (DANSA) Proposal

The Community Partners are confident that this plan will prove to be a significant service intervention that effectively reduces recidivism, decreases out-of-home mental health residential placements for adjudicated youth with a mental health diagnosis. Additionally, the youth and families who are successful with this program intervention, will show improved behavioral health, gain skills to promote healthy relationships and will improve the functioning of the entire family unit.
Probation Officer – This position shall serve as case manager. The probation officer will monitor youths’ compliance with conditions of probation. This person will also have the following duties: make home visits, transport youth and family to appointments, assist the family in identifying and accessing community resources and interface with schools to discuss youths’ progress and needs. This will be a specialized probation officer that will only serve youth with serious mental health issues.

Training/Travel – Travel by four probation officers estimated for treatment model training in addition to travel to Austin, Tx. for the TCOMI training on September 18-20. Two probation officers are expected to attend the Family Preservation Institute Conference held in Arlington, Tx. in September, 2001. Airfare, hotel, per diem and car rental when applicable is included.

Mileage – Mileage is estimated at 60 miles per day per probation officer for four probation officers (five days a week). These figures were taken from existing family preservation counselors in Dallas County.

Cell Phones – The rental of cell phone plus a one-time fee is included in this line item.

Furniture – The purchase of furniture equivalent to what is purchased for new employees/office space is included in this line item. The standard office furniture includes a desk, a desk chair, a bookcase, a file cabinet, and a guest chair.

Laptop – The purchase of four laptops with the essentials needed to interface effectively with Dallas County Juvenile Department technology is included in this line item. These essentials are: Corel, Office Professional, Windows 98 Comfort 2nd Edition, Pentium III, 128 RAM, 10 gig, Netcard, Modem, CD ROM, Battery and Battery back up, and a carrying case.
DALLAS COUNTY JUVENILE DEPARTMENT BUDGET SUMMARY

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<th>State Fund</th>
<th>Cash or In-Kind</th>
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<td>$231,863.00</td>
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<td>Total Direct Salaries:</td>
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<tr>
<td>Total Professional &amp; Contractual Services</td>
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<tr>
<td>III. Training and Travel</td>
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<td>$4,026.00</td>
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<tr>
<td>Total Training and Travel</td>
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<td></td>
<td></td>
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<tr>
<td>IV. Supplies &amp; Direct Operating Expenses</td>
<td>$41,532.00</td>
<td>$0.00</td>
<td>$41,532.00</td>
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<td>Total Supplies &amp; Direct Operating Expenses</td>
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<td>Total All Categories:</td>
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BUDGET NARRATIVE

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<tr>
<td>(1) Direct Salaries:</td>
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<td>(a) Four Probation Officers</td>
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<td>(2) Fringe Benefits</td>
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<td>(c) Insurance ($4,800)</td>
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<tr>
<td>(d) Workers Compensation (5.94%)</td>
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<td>(e) Unemployment Insurance</td>
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<td>(f) Other</td>
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<tr>
<td>III. Training and Travel</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(1) Four Probation Officers</td>
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<tr>
<td>Trip to Austin</td>
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</tr>
<tr>
<td>(a) Air Fair</td>
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<tr>
<td>(b) Hotel Room ($80 x 2)</td>
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<tr>
<td>(c) Food ($30 x 3)</td>
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<td>Total Cost of Austin Trip</td>
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<tr>
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<tr>
<td>----------------</td>
<td>------------</td>
<td>-----------------</td>
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<tr>
<td>(2) Four Probation Officers Treatment Model Training</td>
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</tr>
<tr>
<td>(a) Air Fair</td>
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<td>(b) Hotel Room ($80. x 2)</td>
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<td>(c) Food ($30. x 3)</td>
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<td>Total Cost of Treatment Model Training</td>
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<tr>
<td><strong>Total Training and Travel</strong></td>
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<td><strong>$4,026.00</strong></td>
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IV. Supplies & Direct Operating Expenses

| Mileage (300 MI per wk x 52 x 4 x 0.345) | $21,528.00 |

| (2) Cellular Phones | | | |
| (a) Cell Phone Usage ( $75 per MO x 12 x 4) | $3,600.00 | | |
| (b) Cell Phone Carrying Case ( $25 x 4) | $100.00 | | |
| (c) Cell Phone Car Adapter ( $20 x 4) | $80.00 | | |

| (3) Furniture | | | |
| (a) Desk ($330. x 4) | $1,320.00 | | |
| (b) Desk Chairs ($475 x 4) | $1,900.00 | | |
| (c) Book Cases ( $123 x 4) | $492.00 | | |
| (d) File Cabinets ($148 x 4) | $592.00 | | |
| (e) Two Guest Chairs per PO ( $150 x 4 x 2) | $1,200.00 | | |

| (4) Lap Top Computer - Corel, Office Professional Windows 98, Comfort 2nd Edition, Pentium III, 128 Ram, 10 gig, Netcard, Modem, CD ROM, Battery & battery back up, Carrying Case. | $10,720.00 | | |

**Total Supplies & Direct Operating Expenses** | **$41,532.00** | **$0.00** | **$41,532.00** |

**Total All Categories:** | **$277,421.00** | **$0.00** | **$277,421.00** |
MEMORANDUM

Date: August 29, 2001

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Contract for Operation and Programming of the 96-Bed Secure Post and Pre-Adjudication Facility (Harry Hines Juvenile Detention Annex) and the 96-Bed Post-Adjudication Residential Facility (Lyle B. Medlock Youth Treatment Center) with Correctional Services Corporation (CSC)

Background of Issue

On July 23 and July 31, 2001, the Dallas County Juvenile Board and Dallas County Commissioners Court respectively approved the recommendation of the Juvenile Department to award a contract to Correctional Services Corporation for Operation and Programming of the 96-Bed Secure Post and Pre-Adjudication Facility (Harry Hines Juvenile Detention Annex) and the 96-Bed Post-Adjudication Residential Facility (Lyle B. Medlock Youth Treatment Center). Both the Board and Court were informed that Juvenile Department staff were preparing one contract for operations of both facilities. Three years ago, the Dallas County Commissioners Court approved two separate license agreements that required Dallas County to provide the Harry Hines Juvenile Detention Annex and the Lyle B. Medlock Youth Treatment Center to CSC. These agreements expire on September 30, 2001. We have prepared one license agreement for both facilities. The Assistant District Attorney has approved as to form the contract and license agreement (attached). The Juvenile Board, at its August 27, 2001 meeting, gave approval of the contract and license agreement. The purpose of this briefing is for the Commissioners Court to approve the contract and license agreement.

Contract Highlights

Term

The contract is for a period of one year (beginning October 1, 2001 and ending September 30, 2002) with options to renew the contract for four additional twelve month periods (for a total award period of five years) if CSC is meeting all contractual obligations. The license agreement shall become part of the contract and shall be specifically incorporated as part of the contract. The commencement and termination of the agreement shall coincide with the provisions and term limitations of the contract.
CSC may request an adjustment to the monthly compensation rate for both post-adjudication programs and the one pre-adjudication program during contract renewal and such rate adjustments must not exceed 6% per renewal term. CSC must provide detailed documentation justifying the need for such adjustments. Dallas County solely retains the right to accept or reject such requests.

Scope of Work

The Harry Hines Juvenile Detention Annex will provide two program components: (1) a 44-bed post-adjudication program and a (2) 12-bed pre-adjudication program with the option to increase the use of the remaining unused beds with pre-adjudicated youth when needed. These unused beds can be utilized by Dallas County with CSC having the option to sell these unused beds to other jurisdictions when not utilized by Dallas County. Dallas County will have priority over all beds at all times.

The Lyle B. Medlock Youth Treatment Center will provide three post-adjudication program components: (1) a 48-bed substance abuse program with a projected length of stay of six months, a (2) 24-bed short term Level of Care (LOC) IV program with a projected length of stay of three months and a (3) 24-bed long term LOC IV program with a projected length of stay of six months.

Funding and Payment for Contractor Services

Harry Hines Juvenile Detention Annex

Dallas County guarantees CSC shall be compensated a per diem rate of $97.24 ($130,140 monthly) for operating the 44-bed post-adjudication program and a per diem rate of $88.78 ($32,405 monthly) for operating the 12-bed pre-adjudication program.

CSC shall be compensated at a per diem rate of $88.78 for pre-adjudication beds 13-16; $84.58 for beds 17-29; $82.85 for beds 30-42; and $78.90 for beds 43-52. There will be no guaranteed compensation for any pre-adjudication beds in excess of 12. For those excess beds, CSC will only be compensated for the actual number of youth per day and will be compensated for a period of time from the first day of admission but excluding the date of discharge.

CSC shall reimburse Dallas County for the cost of all meals provided by Dallas County for youth from other jurisdictions. Additionally, CSC shall provide compensation to Dallas County at the rate of $9.00 per bed per day for any pre-adjudication beds sold to other jurisdictions.
Lyle B. Medlock Youth Treatment Center

Dallas County guarantees CSC shall be compensated a per diem rate of $96.86 ($282,831 monthly) for operating the 96-bed post-adjudication program.

Performance Guarantee

CSC warrants that any failure to achieve an 85% successful discharge rate for each facility’s post-adjudication program will result in financial penalties. Dallas County will withhold $1,666.66 monthly for 12 months ($20,000 annually) from compensation paid to CSC for operations of both post-adjudication programs. Dallas County will generate monthly reports which track performance of successful discharges for both post-adjudication programs and CSC will be provided a copy of this report. At the conclusion of the twelve month period (Fiscal Year October 1, 2001 through September 30, 2002 and each fiscal year thereafter), CSC will be paid $10,000, within 30 days, for each post-adjudication program that achieves at least an 85% successful discharge rate. If any post-adjudication program achieves a successful discharge rate at 84% or lower, Dallas County will retain compensation withheld.

Personnel

CSC shall provide to Dallas County, on a monthly basis, documentation of any and all staff positions that become vacant. CSC will have a total of 30 calendar days from the date of vacancy to fill all vacant positions. CSC may immediately fill any vacant position through contract arrangement or by transferring qualified staff from another CSC operated facility until that position is permanently filled by qualified staff. Dallas County will deduct from CSC’s monthly compensation the daily rate of pay for each vacant position that remains unfilled beyond 30 calendar days. The daily rate for each vacant position will be calculated from the proposed salary for each position as described in CSC’s response to the Request for Proposal. Also, CSC will provide and maintain all staff as described in their response to the proposal and during contract negotiations.

Impact On Operations And Maintenance

CSC has already begun the transition process of replacing the Harry Hines boot camp program. This includes eliminating intensive physical training, replacing the youth and staff uniforms, and instituting a new program schedule and privilege system. CSC will provide youth at both facilities two hours of recreational activities each day that are supervised by a physical education instructor. The Ropes Course at the Medlock facility will be utilized and will be supervised by certified instructors. CSC will hire additional caseworkers for both facilities to meet the required professional to group participant ratios.
Legal Information

The signature of the Chairman of the Juvenile Board and the Dallas County Judge is required on the contract and the signature of the Dallas County Judge is required on the License/Shared Use Agreement.

Financial Impact/Considerations

The total FY 2001 cost for operating the Harry Hines 44-bed post-adjudication program is $1,402,680 and the total FY 2002 costs is $1,561,674. This is an increase of $158,994. For FY 2001, the current per diem rate is $80.94 for any and all pre-adjudication beds. This department only compensated CSC when those beds were utilized by Dallas County. For FY 2002, Dallas County will guarantee 12 beds at a per diem rate of $88.78. This equates to a total FY 2002 cost of $388,856. During FY 2001 through June, this department transferred a total of 627 youth from the Lone Star detention center and compensation paid to CSC totaled $483,617.

CSC also contracts with other county juvenile departments for the use of detention overflow beds in this facility when not used by this department. CSC is required to pay Dallas County a per diem rate of $3 per day per bed and for all meals provided these youth. For FY 2002, the per diem rate will increase to $9.00 plus the cost of meals.

The total FY 2001 cost for operating the 96-bed Lyle B. Medlock facility is $2,630,900 and the total FY 2002 costs is $3,393,974. This is an increase of $763,074. Funding for both facility programs will be available from the Juvenile Department's 5110 budget and by grants provided by the Texas Juvenile Probation Commission and Criminal Justice Division.

Project Schedule/Implementation

The new contract with CSC will take effect October 1, 2001. CSC will have made all programmatic and staffing changes by that time.
Recommendation

It is recommended by the Juvenile Department that the Dallas County Commissioners Court approve the contract and license agreement with Correctional Services Corporation for Operation and Programming of the 96-Bed Secure Post and Pre-Adjudication Facility (Harry Hines Juvenile Detention Annex) and the 96-Bed Post-Adjudication Residential Facility (Lyle B. Medlock Youth Treatment Center) and that the Dallas County Judge sign the contract and license agreement on behalf of Dallas County.

Recommended by:  

Michael K. Griffiths, Director
August 29, 2001

MEMORANDUM

TO: Commissioners Court
FROM: Cris Gilbert
ADR Coordinator
THRU: Ron Mackay
District Court Administrator

SUBJECT: Dispute Mediation Services, Inc. Contract Services Extension

BACKGROUND

The Commissioners Court entered into a contract with the Dispute Mediation Services, Inc. (DMS) in October, 1998, for one year with three additional one year options to extend. This briefing is to extend the contract for a third additional year from October 2001 until September 30, 2002, with no additional one year option to extend. The total contract amount for FY2001 is $320,000.

DMS has provided mediation services for Dallas County courts and citizens since 1981. DMS' primary functions have been to provide mediation services in an effort to reduce the case load of the County's court systems by resolving legal and contractual cases and pre-suit disputes without the need for adjudication. DMS has been successful in carrying out these services with an increase in referrals in FY2000, as indicated by the attached statistical overview and chart.

OPERATIONAL IMPACT

The Dispute Mediation Service, Inc. has increased the number of referrals from the County's court system. Referrals from other, including consumer and social services agencies, law enforcement agencies, attorneys, legal organizations and the media have remained stable over the past year. DMS has maintained and consistently met performance measures.

FINANCIAL IMPACT/CONSIDERATIONS

The DMS contract will remain the same as the FY2001 amount without an increase. The total amount to be funded from the County Alternate Dispute Resolution Fund is $320,000. There is no increase in the Dallas County dispute resolution funds. The total for DMS FY 2002 operations is $439,174. The increase will be funded out of increased income from client fees, training fees, and $700 reduction in the cost of C & L insurance. To fully fund the budget the County Commissioners approved DMS' raising the scheduling fee charged parties to cases in litigation from the current $60 per party to $75 per party in FY2000.
RECOMMENDATION

It is the recommendation of the Alternative Dispute Resolution office to extend the DMS contract for one year. The court order will follow with a copy of the contract after approval from the Assistant District Attorney.

RECOMMENDED BY:

LaCrisia R. Gilbert
Dallas County ADR Coordinator

cc: w/attachments:

Herbert V. Cooke, Executive Director
Dispute Mediation Service, Inc.
Service Performance Measures Dispute Mediation

I. Cases in Litigation Closed in July 01

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<tr>
<td>Cases closed in 20 - 29 days</td>
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<tr>
<td>Cases closed in 30 - 60 days</td>
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<td>Total closed within 60 days</td>
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<td>Cases closed in 61 - 90 days</td>
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<tr>
<td>Cases closed in more than 90 days</td>
<td>40 - 37%</td>
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II. Case Settlement Rate (Cases in Litigation) 60% 70%

III. Client Satisfaction Rate (favorable) 92% 95%

IV. Percentage Ethnic Minority Volunteers

Total volunteers = 64
Percentage ethnic minority 20% 25%

8/5/01
August 29, 2001

TO    Commissioners Court

FROM:  Bruce R. Sherbet, Elections Administrator

SUBJECT:  Appointments for Election. Alternate. Early Voting and Ballot Board Judges

ISSUE

Due to circumstances involving redistricting, it has become apparent that additional time will be needed to analyze the impact of the various changes to voting precincts. The areas that are requiring more time for review are changes such as new lines splitting precinct combinations, partial precincts needing to be absorbed in a new commissioner district, recalculations of vote totals in split groupings to determine the party designation of election judge and alternate judge and the possibility of the election judge alternate judge being drawn out of the precinct combination. Additionally, the impact of congressional line changes will not be known until a federal judge panel meets in September to approve a plan.

The Elections Department is requesting permission to postpone the appointment of election, alternate, early voting and ballot board judges until completion of the redistricting of voting precincts. This delay will allow for a complete submission of the appointments and precinct changes that will go into effect on January 1, 2002. The end result will be less confusion to the appointees because all of the information will be provided at one time instead of by piece-meal. Under this scenario, the current appointed election judges and alternate judges would serve in the November 6, 2001 Constitutional Amendment Election.

SCHEDULE

It is anticipated that all redistricting changes will be completed and election judge/alternate judge appointments will be submitted for approval by November 15, 2001. In accordance with state law, the new lines will go into effect on January 1, 2002.

RECOMMENDATION

It is recommended that Commissioners Court approve the postponement of the appointment of election, alternate, early voting and ballot board judges until completion of the redistricting of voting precincts. It is further recommended that the current appointed election judges and alternate judges serve in the November 6, 2001 Constitutional Amendment Election.

Recommended for approval by:
Bruce R. Sherbet

2377 N. Stemmons  Suite 820  Dallas, Texas  75207  214-819-6300
TO: Commissioners Court
THROUGH: Jeffrey J. Barnard, M.D., Director and Chief Medical Examiner
FROM: Cathy Causey Self, Forensic Coordinator
SUBJECT: National Institute of Justice Grant Application: No Suspect Casework DNA Backlog Reduction Program

Background

The Institute recently received notification from the Texas Department of Public Safety (DPS) regarding the availability of federal grant funds to carry out targeted DNA analyses. Approximately $15.3 million will become available in 2002 through the National Institute of Justice (NIJ) to fund DNA analysis of biological evidence in criminal cases with no identified suspect ("no suspect cases").

Projected program benefits. In addition to reducing the number of untested no suspect cases, the program is expected to greatly enhance the effectiveness of the Combined DNA Index System (CODIS), a national database developed using local, State and federal agency DNA profiles of convicted offenders and biological evidence derived from criminal investigations. The effectiveness of CODIS is measured by the number of crimes that it helps to solve. Another program objective is to improve the infrastructure for DNA analysis to enhance the ability to process no suspect case specimens after the termination of the grant.

Application Process. The NIJ solicitation process requires that applications be received from the "State government agency having oversight of the State's DNA database". In Texas, DPS fulfill this role. Additionally, the process calls for cooperation and collaboration among all the affected governmental agencies and departments within a State, and States are required to demonstrate that all of the public DNA laboratories were given the opportunity to participate in the proposal process.

Local laboratories wanting to participate in the proposal are required to do the following:
➢ determine the interest of local law enforcement and prosecution agencies for participating in this project;
➢ conduct a preliminary needs assessment of local requirements for DNA testing of no suspect cases to develop a project budget;
➢ develop a local plan for assigning sample processing priorities.
Eligible Uses of Funds. NIJ funds may be used for the following:
- overtime and/or other compensation for existing staff;
- lab equipment and supplies needed for no suspect case processing;
- contractor-provided services to perform various steps in processing and/or analysis of no suspect cases;
- certain travel necessary to achieve program objectives;
- certain evidence transfer (shipping) costs and quality assurance costs.

Grant funds may not be used for: 1) hiring new staff or salaries for existing staff (except overtime or other compensation); 2) overhead or administrative costs (i.e., no indirect cost recovery is permitted); 3) construction; 4) supplanting funds for processing no suspect cases; 5) out of state training and travel (except in a limited number of circumstances); 6) services not performed; and 7) testimony or other litigation costs.

Impact on Operations

Implementation of the federal initiative to perform DNA analyses on no suspect cases is consistent with the Institute’s mission of serving the public interests through the provision of essential forensic services. The potential benefits include the reduction of a large volume of untested no suspect case specimens stored at the Institute and realizing benefits from additional CODIS entries – the resolution of currently unsolved crimes.

Although the grant will provide new resources to address the no suspect cases, some diversion of existing resources will be required to fulfill program objectives. We anticipate that this diversion of existing resources from current case priorities will have a negative impact on our ability to address the current backlog of “rush” cases, which are cases requiring DNA information for trial purposes or for critical investigative matters. Therefore, we are consulting with several of our primary users (e.g., Dallas Police Department, Dallas County District Attorney) to discuss the impact of the proposed grant project on current operations and to assist us with weighing work priorities.

In addition to the consultations with the District Attorney and DPD, the application process requires us to gauge the interest of local agencies in participating in the project. Attachment A is draft version of a communication to all our user agencies (including out of county agencies) to fulfill the needs assessment requirement.

Fiscal Issues

The Forensic Biology Supervisor is in the process of developing the materials needed for submission of a local application to DPS, including a project budget. In preliminary discussions, we anticipate that our budget proposal will include the following: 1) laboratory equipment, including a $60,000 genetic analyzer; 2) laboratory supplies; and 3) funding for professional service contracts with two molecular biologists to perform DNA analysis of no case specimens. No indirect cost recovery is permitted under grant rules.
The NIJ solicitation does not address program income. Based on the stated desire that this initiative provide a means of testing no suspect cases at no direct cost to investigating agencies, we do not anticipate billing agencies for work funded by the grant project (i.e., no suspect case specimen processing) for the term of the grant.

Legal Issues

The NIJ solicitation includes strict requirements for identification and selection of case specimens to be processed using grant funds. In addition, all normal requirements associated with entry of information into the CODIS database must be observed.

Project Schedule

The Institute was notified of the grant opportunity in a meeting held at the DPS Austin headquarters on August 24, 2001. Local laboratory plans must received by DPS by September 7, 2001 in order to be included in the state consortium proposal to the NIJ. To meet this short deadline, the Institute plans to “conditionally” submit a plan to DPS, pending another briefing and formal approval of the final plan by the Court.

The NIJ deadline for grant proposals is September 28, 2001. For those jurisdictions selected to receive a grant award, the funds are expected to become available January 1, 2002, and project funding is available for one year.

Recommendation

The Institute of Forensic Sciences recommends that the Commissioners Court authorize department staff to proceed with the development of a local plan for implementing the proposed federal initiative and authorizes the conditional submission of the necessary plan documents to DPS pending further Commissioners Court review and approval of the final grant proposal.

xc: Virginia Porter, County Auditor
Bob Poole, Chief, Physical Evidence
Tim Slater, Ph.D., Forensic Biology Supervisor
Ronica Watkins, Office of Budget & Evaluation
August 27, 2001

Dear [Law Enforcement Official]:

The purpose of this letter is to make you aware of ongoing efforts of the Institute to obtain federal monies through the National Institute of Justice (NIJ) to fund DNA testing of evidence in criminal investigations, and to request your feedback and involvement in these efforts.

SUMMARY OF THE PROGRAM

The NIJ has recently announced that approximately $15.3 million will be made available in 2002 through the No Suspect Casework DNA Backlog Reduction Program. These funds will be available specifically for the processing and DNA analysis of biological evidence in criminal cases in which no suspect is identified.

The goals of this grant program are two-fold: 1) to reduce the number of untested no-suspect cases; and 2) to effectively use the Combined DNA Index System (CODIS) to solve, and ultimately to prosecute, no suspect cases having DNA evidence.

Under the terms of the program, funds will be made available to the states based upon a competitive grant application process, and will be administered by the states through their state and local public crime laboratories. The program requires that all DNA laboratories in the state have the opportunity to participate in the proposal process, and also that local laboratories have equal access to the Federal funds distributed through the program. Furthermore, the program requires that all no suspect cases within the State be considered for processing.

It is unlikely that the available funds will be sufficient to perform DNA testing in all no suspect cases. Therefore, the terms of the program require that the state and local laboratories work with local law enforcement agencies and prosecutors to prioritize cases in accordance with principles outlined in the program solicitation document.

The monies distributed through the program are designated for certain categories of expenditures associated the processing of no suspect cases. Among these are: 1) overtime compensation for existing staff (laboratory, law enforcement, prosecutorial staff, etc); 2) laboratory equipment and supplies; 3) travel and shipping costs associated with the collection and transfer of evidence between agencies within the state; 4) costs of outsourcing some or all of the analytical testing to approved private laboratories.
STATUS OF STATE AND LOCAL EFFORTS

Ron Urbanovsky, Director of the DPS Crime Laboratory Service, has indicated that a proposal will be submitted by the State in response to this solicitation. This will be a consortium proposal, and Mr. Urbanovsky has invited the participation of all Texas public crime laboratories in the consortium. It is the intention of Institute to participate in this project, and we are currently pursuing local government approval for our participation.

A preliminary organizational meeting was held at DPS Headquarters in Austin on 24 August for all laboratories interested in participating in the project. That meeting was attended by a representative of the Institute. At that meeting a strategy was agreed upon for meeting the submission deadline of September 28, 2001 for state applications.

The agreed upon strategy places the burden upon local laboratories to do the following:
- determine the interest of local law enforcement agencies in participating in this project;
- preliminarily assess local needs for DNA testing in no suspect cases in order to estimate the project budget;
- develop a local plan for the prioritizing and processing of samples.

ADVANTAGES FOR LAW ENFORCEMENT AGENCIES

The efforts described here, if successful, will make possible the testing of DNA evidence in no suspect cases at little or no direct cost to the investigating agencies.

In the event that any resulting DNA profile produces an initial CODIS hit at the local, state or national level against either another forensic unknown sample or a convicted offender sample, the testing will provide an immediate investigative lead for your agency.

In the event that no initial CODIS hit is made, the DNA profile will remain in local, state and national databases where it will be searched against all incoming forensic unknowns and convicted offender samples, thus providing the possibility of new investigative leads for the indefinite future.

THE INSTITUTE’S PLAN

Identification of client agencies. Within the limits imposed by funding under this program, the Institute plans to offer DNA testing services for identified no suspect cases to all local Texas law enforcement agencies that have routinely or periodically submitted evidence to the Institute for analysis. This will include submissions to both the Crime Laboratory and to the Medical Examiner’s Office. All such agencies will be contacted and offered the opportunity to participate in the program.

Identification of cases. Identification of candidate cases for testing will be the primary responsibility of the local agencies. Agencies will be contacted for a list of their no suspect cases which they wish to be considered for testing. Additionally, the Institute will review its case records to identify apparent no suspect cases that have been previously tested by earlier
DNA testing technologies (e.g., RFLP) whose results are incompatible with the current DNA testing method being used for CODIS databasing.

**Prioritization of cases.** The Institute will coordinate with local agencies and prosecutors in evaluating identified no suspect cases according to the prioritization guidelines outlined in the program solicitation. The suggested guidelines include the following case evaluation criteria:

- the likelihood of obtaining DNA data from the evidence;
- the likelihood that the DNA data will be probative;
- the availability of DNA standards from known individuals for elimination purposes;
- the likelihood of prosecution and a judicial conclusion in the event of a CODIS hit;
- the effect of the testing on the overall productivity of the project.

The program specifically prohibits jurisdictional considerations from forming the basis of the case selection and prioritization process. Therefore, and because the Institute serves numerous law enforcement agencies in numerous counties, final prioritization for testing will be made by the Institute based upon objective standards that will be communicated to the local agencies and prosecutors. **Testing will be performed based upon the final priority list, and within the limits imposed by funding.**

**Submission of evidence.** In the event that evidence has been previously searched by the Institute and probative evidence samples are in storage here, no additional evidence submission will be required. In the event that additional items of evidence are to be searched, these may be submitted to the Institute using the standard submission process, with notation that the evidence is to be processed as a DNA Backlog Reduction Project case.

**Case acceptance policy.** Cases will be accepted for processing as DNA Backlog Reduction Project cases only if they have been selected through the established identification and prioritization process.

**Testing services.** In accordance with the terms of the program, the testing services will include both the screening of evidence for biological materials and DNA testing. It is anticipated at this time that the testing services will be some combination of in-house testing at the Institute, and testing outsourced to one or more private laboratories. Under the terms of the program, it will be the Institute’s responsibility to evaluate and select the outsourcing laboratories, to assure their compliance with existing quality guidelines for submission of data to CODIS, and to review all test results for quality and reliability.

**Communication of testing results.** All test results will be communicated to law enforcement agencies through the Institute’s standard reporting process.

**Communication of CODIS hit results.** In the event that a DNA profile results in a CODIS hit, this will be communicated to the law enforcement agency separately from the DNA test results.
WHAT YOU CAN DO

The Institute asks for your assistance in developing the details of our plan for inclusion in the State’s consortium grant proposal.

In particular the Institute requests a brief letter of interest, indicating:
- that you have been notified of the plans for funding;
- that in the event that funding is obtained your agency will be interested in participating with the Institute in the project in the identification and prioritization of cases, and in the identification of evidence samples for testing;
- a numerical estimate of the number of no suspect cases that your agency has that you would wish to be considered for inclusion in the project.

Please note that this is a letter of interest, not commitment, and will be used for needs assessment and planning only.

Timeframe for response. The Institute’s plan must be received in Austin by 7 September in order for it to be included in the State’s consortium proposal. I would ask that you communicate with us in writing before that date at the fax number shown below.

While a failure to communicate with by 7 September does not mean that you can not participate in the project, your affirmative response will be of great assistance in putting together a persuasive proposal that best meets the needs of as many law enforcement agencies as possible.

In the event that you have addition questions regarding this program, please contact me at the number below.

Yours truly,

Timothy J. Sliter, Ph.D.
Supervisor of Forensic Biology
Direct line: 214-920-5834
FAX: 214-920-5813
Dallas County Information Technology Services

TO: J. Allen Clemson
Dallas County Commissioners Court Administrator

FROM: Sandra K. Peters
Computer Operations Supervisor, ACS/Information Technology Services

THRU: John Nero
Account Executive, ACS/Information Technology Services

SUBJECT: Contract for data services between Hogan Information Services and Dallas County

DATE: August 20, 2001

Background

A request has been received from Hogan Information Services to purchase the following: (1) a monthly Eviction Extract Tape.

Financial Impact/Considerations

Cost Recovery:

- Administrative Fee $75.00
- Set Up Cost 70.00
- Annual Cost for monthly Eviction Extract Tape 648.00
- Total First Year Cost $793.00
- Succeeding Annual Cost $648.00

Project Schedule

Implementation by ACS/Information Technology Services will commence within thirty days of the contract execution date.

Recommendation

ACS/Information Technology Services recommends this request.

Reviewed By: John Hennessey, Management Information Systems Director
COURT ORDER

ORDER NO. __________________

DATE ______________________

STATE OF TEXAS

COUNTY OF DALLAS

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

WHEREAS, This issue was briefed before Commissioners Court on September 04, 2001; and

WHEREAS, Hogan Information Services, has requested the following: (1) a monthly Eviction Extract Tape; and

WHEREAS, The District Attorney’s Office has previously reviewed the data and rendered the opinion that it is public information under the Public Information Act; and

WHEREAS, The County Clerk has previously approved the data content; and

WHEREAS, Hogan Information Services, has paid $793.00 in advance for the following: (1) a monthly Eviction Extract Tape, and in the future will pay $648.00 annually for the following: (1) a monthly Eviction Extract Tape; and

WHEREAS, The services will begin within thirty days of the execution of the contract; and

WHEREAS, This request is recommended by the MIS Director.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes County Judge Lee F. Jackson to execute the contract between the County of Dallas and Hogan Information Services, on behalf of the County of Dallas. Hogan Information Services, has paid $793.00 in advance for the following: (1) a monthly Eviction Extract Tape; and in the future will pay $648.00 annually for the following: (1) a monthly Eviction Extract Tape.
DONE IN OPEN COURT this the __________ day of _______________, 2001.

Lee F. Jackson  
Dallas County Judge

Jim Jackson  
Commissioner, District No.1

Mike Cantrell  
Commissioner, District No. 2

John Wiley Price  
Commissioner, District No. 3

Kenneth A. Mayfield  
Commissioner, District No. 4

Recommended By:  

John Nero, Account Executive, ACS/Information Technology Services

John M. Hennessey, Management Information Systems Director
STATE OF TEXAS
COUNTY OF DALLAS

CONTRACT FOR COMPUTER SERVICES

BETWEEN COUNTY OF DALLAS, TEXAS AND HOGAN INFORMATION SERVICES

Hogan Information Services, whose principal office address is 14000 Quail Springs Parkway Suite 4000, Oklahoma City, OK 73134 (hereinafter referred to as “Requestor”), and County of Dallas, Texas (hereinafter referred to as “County”), by and through the Dallas County Commissioners Court, and in consideration of the mutual covenants, agreements, and promises herein contained, do agree as follows:

I. SERVICES AND COST

County through its Information Technology Services Department will produce for the use of Requestor the following: (1) a monthly Eviction Extract Tape.

Requestor agrees to reimburse County in the sum of:

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<td>Administrative Fee</td>
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<td>Setup Fee</td>
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<td>Annual Cost for monthly Eviction Extract Tape</td>
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<tr>
<td>Succeeding Annual Cost</td>
<td>$648.00</td>
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Requestor will reimburse County all of its costs in advance on an annual basis, before any services shall be provided by County. Subject to any change in costs, all future payments for annual costs in succeeding years shall be in the amount of six hundred forty eight dollars ($648.00), due and payable thirty (30) days prior to the start of each year. Under the terms of this Contract, County will not provide to Requestor any complainant information or defendants’ social security numbers.

Requestor understands and agrees that County may convert computer systems, or may address potential problems in existing systems (including, but not limited to, year 2000 compliance) as deemed necessary by County which may require County to reprogram its system in order to produce the above described judicial records. In that event, County shall provide Requestor thirty (30) days written notice of any cost of reprogramming or increase in annual costs. Requestor agrees to pay County such costs. unless it notifies County otherwise in writing within ten (10) days of receipt of notice from County. If Requestor sends County such written rejection of these additional costs, this Contract and all obligations hereunder shall immediately terminate.
II. TERM

The initial term of this Contract shall be one year from the date of execution. This Contract shall be automatically renewed annually thereafter unless either party gives written notice to the other thirty (30) days prior to the annual renewal date that it elects not to renew the Contract.

The Parties agree that upon the effective date of this Contract, any prior agreements or contracts, between the parties shall be terminated. Further the parties agree that there are no outstanding obligation between the parties pursuant to any prior agreements or contracts.

III. TERMINATION

In addition to termination set forth in Section I and II, either of the parties shall have the right, in each party’s sole discretion and at its sole option, to terminate this Contract by giving the other party thirty (30) days written notice of its intention to terminate.

IV. WARRANTY DISCLAIMER: LIMITATION OF LIABILITY; SOLE REMEDY

a. County does not warrant the accuracy of the information provided, and shall not be liable to Requestor or any other person for any damages arising, directly or indirectly, from any inaccurate information.

b. County shall not be liable for any defects in software or data, including "viruses" which may be inadvertently transmitted along with the requested information.

c. If either party breaches this Contract, the sole remedy shall be cancellation of the Contract. County shall provide all information due up to the date of cancellation: Requestor shall pay all fees owed up to the date of cancellation. County shall refund to Requestor all prepaid amounts on a pro rata basis for periods extending beyond the date of cancellation. Neither party shall be liable for any other damages, including costs, expenses or attorneys’ fees, arising from the breach.

d. It is the express intention of the parties hereto that Requestor shall protect, defend, indemnify and hold County harmless from any and all claims, demands, judgments and expenses resulting from County’s performance under this Contract. If County becomes a participant in legal proceedings due to the incidental or consequential use of information provided to Requestor, Requestor shall hold County harmless and indemnify County from all liability, including, but not limited to, all damages that may be awarded, attorneys’ fees, court costs, and any and all other costs.

e. Requestor understands and agrees that County shall suffer no liability or expense of any kind as a result of this Contract, other than a refund of fees paid in accordance with subsection (c) of this section.
f. Requestor acknowledges and understands that often the information and records that have been purchased are required to be changed, including changes or deletions made pursuant to court-ordered expunctions of criminal records. Future copies of files already requested may be different and not agree with those previously delivered. Future monthly reports will not reference or notify Requestor of records that have been expunged pursuant to court order. Requestor shall take all steps necessary to insure that any requestor and any subsequent user of this information is properly informed of the likelihood of such changes and the existence in the database of records that have been expunged subsequent to the original receipt by Requestor of the information from County.

It is the express intention of the parties hereto that Requestor shall be solely responsible and liable for any damages, liability or any cause of action resulting from the expungement of previously acquired information from County and agrees to protect, defend, indemnify and hold County harmless from any and all claims, demands, judgments, costs (including attorneys’ fees) and expenses resulting from any sale, distribution or use of content or information furnished by County under this Contract to Requestor including but not limited to any expunged criminal histories, records or other information. All costs and expenses will be paid by Requestor as they accrue.

This Indemnification Provision shall survive the termination of this Contract.

V. AMENDMENTS OR MODIFICATION

This Contract shall not be amended or modified except by written agreement executed by duly authorized representatives of Requestor and County.

VI. VENUE AND GOVERNING LAW

This Contract is expressly made subject to County’s Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code. This Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie exclusively in Dallas County, Texas.

VII. FORMAL COURT APPROVAL

This Contract is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.
IN WITNESS WHEREOF by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Contract. This Contract is to be effective upon the signature of both County and Requestor.

EXECUTED THIS ___ day of ____________, 2001.

COUNTY OF DALLAS

BY: LEE F. JACKSON
COUNTY JUDGE

REQUESTOR

BY: Tiffany Stuhr
Automated Data Manager
Hogan Information Services

APPROVED AS TO FORM:

BY: John B. Dahill
Advisory Chief,
Civil Section
September 4, 2001

TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Annual Contract for Carpet Cleaning Services, Bid #99-215-123

Background/Issue
On September 26, 2000, the Commissioners Court extended the aforementioned contract as awarded to Quality Home Services for the period of October 5, 2000 through October 4, 2001. The contract provides carpet cleaning services to various county facilities on an as needed basis. In accordance with contract terms and upon mutual agreement, the contract may be extended for a final twelve month period based on the existing terms, conditions and pricing. As a result of Quality Home Services’ overall compliance with contract specifications, the Facilities Management Department requests that the County exercise the final twelve month extension option contained within Bid #99-215-123.

Quality Home Services has agreed to extend the contract for carpet cleaning services in accordance with the existing terms, conditions and pricing set forth and awarded. (see attached).

The proposal submitted by Quality Home Services reflects an average savings of between 4.1% - 102.4% when compared to the remaining bidder’s proposal. Historically, Dallas County has experienced increases in contracts when a proposal is re-solicited. Therefore, the extension is recommended.

Financial Impact
The Facilities Management Department budgets $50,000.00 annually for carpet cleaning services.

Recommendation
In accordance with the terms and conditions set forth in Bid #99-215-123, the Purchasing and Facilities Management Departments recommend that the Annual Contract for Carpet Cleaning Services as awarded to Quality Home Services be extended for an additional twelve month period based on the terms, conditions and pricing set forth and awarded, effective October 5, 2001 through October 4, 2002 at an estimated annual cost of $50,000.00.

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

Recommended for Approval by:

Shirley Rapp, Interim Purchasing Agent

C: Dan Savage, Assistant Director of Operations
    Jim Barrett, Assistant Director Facilities Management
    Mack Richardson, Contract Manager, Fac. Mgt.
August 22, 2001

LINDA BOLES
CONTRACT ANALYST

DEAR, MRS. BOLES
WE AT QUALITY HOME SERVICES AGREE TO ACCEPT BID#99-215-123 FOR THE FINAL TWELVE MONTH PERIOD BASED ON THE TERMS, CONDITIONS PRICING SET FORTH AND AWARDED WITH ADDED SQUARE FOOTAGE.

Sincerely,

RON ROBERSON
PRESIDENT
From: Mack Richardson
To: Linda Boles
Date: Mon. Aug 20, 2001 12:56 PM
Subject: Carpet cleaning contract

Quality Home Services currently has the contract to clean carpets in all County buildings. (BID # 99-215-123) It has one (one year) extension still remaining on that initial contract. Minor difficulties have come up toward the end of this last year, but we are attempting to work through them. Services performed this last year have been mostly in compliance with the contract.

As a result, this department request that the contract be extended for an additional twelve month period.
MEMORANDUM

TO: The Honorable Commissioners Court
FROM: Shirley Rapp, Purchasing Analyst
SUBJECT: Contract Extension
Annual Contract for Fax Machines Maintenance, Bid No. 99-226-147

BACKGROUND/ISSUE

The Commissioners Court awarded the Annual Contract for Fax Machines Maintenance, Bid No. 99-226-147, on September 21, 1999 to Dal-Tex Business Systems for Items 1, 3, 19 & 20 in the amount of $2,325 and to AMFAX Business Communications, Inc. for Items 2, 4-6, & 8-18 in the amount of $6,607. The contract is a one year contract which began October 1, 1999 through September 30, 2000 with two additional one year extension options under the original contract terms. The contract was extended for the first extension option by Court Order No. 2000-1840 approved September 12, 2000.

Dal-Tex Business Systems and AMFAX Business have performed well for the second year of the contract period and have agreed by the attached letters to extend the contract through September 30, 2002.

AMFAX Business was awarded the maintenance on various brands of machines including Brother, HP, Muratec and Sharp. Since the original award of this contract the County has purchased other models of these brand of machines which were not specified in the original bid. AMFAX Business has agreed by the attached letter to perform maintenance on these machines for the amount indicated. Section 262.031 of the Texas Local Government Code allows for changes to specifications after award of the contract.

FINANCIAL IMPACT

The original contract was awarded for a total estimated cost of $8,392.00. The addition of the new machine is estimated to add $1,995.00 to the existing contract for AMFAX. Each department funds maintenance coverage through their budget and it is the option of the department whether to place the equipment under maintenance or repair equipment on a time and materials basis.

RECOMMENDATION

The Purchasing Department recommends that the current contract for the Annual Contract for Fax Machines Maintenance, Bid No. 99-226-147, with Dal-Tex Business Systems and AMFAX Business Communications, Inc., be extended for the second one year extension option beginning October 1, 2001 through September 30, 2002. In addition, it is recommended that the AMFAX Business contract be amended to include annual maintenance for additional models for brands previously awarded at pricing indicated on the attached letter.

Should the Court concur with the recommendation, a court order will be scheduled for the next formal agenda.

RECOMMENDED FOR APPROVAL:

Shirley Rapp, Interim Purchasing Agent
TO:            Ms. Shirley Rapp
              Dallas County
              Fax #214-653-7449

FROM:          Steve Lewis

DATE:          8-22-01

Amfax agrees to extend contract #99-226-147 for the coming fiscal year.

As per your request, here are the rates for the following units:

  Brother 2750     $ 96/yr.
  Brother 4750     $ 96/yr.
  H/P 700          $ 75/yr.
  H/P 90           $ 75/yr.
  Muratec F-73     $139/yr.
  Muratec F-120    $139/yr.
  Muratec F-98     $139/yr.
  Muratec F-100    $139/yr.
  Muratec MX-2000  $249/yr.
  Sharp UX-500     $ 75/yr.

Please call if you have any questions.

8404 Sterling, Suite B • Irving, Texas 75063

(972) 929-7211        (817) 283-5289        (972) 621-0640
Dallas                Fort Worth            Metro FAX
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  - Minority-Owned Firm Certification #
  - Women-Owned Firm Certification #
  - Non-Minority Owned Firm

Signed by: STEVEN K. LEWIS
President
July 30, 2001

Ms. Shirley Rapp  
Dallas County  
509 Main Street  
Dallas, Texas 75202

Dear Shirley:

This letter will confirm our agreement to renew the current Fax Service agreement for an additional year. We enjoy our relationship with the county and look forward to a successful service year.

Sincerely,

F. B. Williams
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**TOTAL**: 12

**CHECK ONE:**
- Minority-Owned Firm Certification #
- Women-Owned Firm Certification #
- Non-Minority Owned Firm

*Issued by NCTRCA*

*Signature: [Signature]*

*Typed Name and Title: [F.B. Williams]*

*President*
MEMORANDUM

TO: The Honorable Commissioners Court
FROM: Shirley Rapp, Purchasing Analyst
SUBJECT: Contract Extension
Annual Contract for Fire Safety Equipment & Services
Bid No. 2000-197-574

BACKGROUND/ISSUE

The Commissioners Court awarded the Annual Contract for Fire Safety Equipment & Services, Bid No. 2000-197-574, on August 8, 2000 to Total Fire and Safety, Inc. for Categories IA & B, II, IV and V in the amount of $42,978.75 and to Universal Fire Equipment for Category III in the amount of $26,284.40. The contract is a one year contract which began October 1, 2000 through September 30, 2001 with two additional one year extension options under the original contract terms.

The Fire Marshal concurs that Total Fire and Safety, Inc. and Universal Fire Equipment have performed well for the first year of the contract period. Both firms have agreed by the attached letters to extend the contract through September 30, 2002.

FINANCIAL IMPACT

The total contract is estimated at $69,263.15.

RECOMMENDATION

The Purchasing Department in conjunction with the Fire Marshal recommend that the current contract for the Annual Contract for Fire Safety Equipment & Services, Bid No. 2000-197-574, with Total Fire and Safety, Inc. and Universal Fire Equipment, be extended for the first one year extension option beginning October 1, 2001 through September 30, 2002.

Should the Court concur with the recommendation, a court order will be scheduled for the next formal agenda.

RECOMMENDED FOR APPROVAL:

Shirley Rapp, Interim Purchasing Agent

/sr

509 Main St. (Records Bldg.)
6th. Floor, Room 623

Dallas, Texas 75202

(214) 653-7431
August 21, 2001

Shirley Rapp
Dallas County Purchasing Dept.
509 Main St.
6th Floor, Room 623
Dallas, TX 75202

Dear Shirley,

Total Fire & Safety, Inc. agree to the extension of our current contract for an additional 12 month period. Please forward the new purchase order number when it is available to my attention.

Sincerely,

Dean Thompson

6026 SCYENE RD.
DALLAS, TEXAS 75227
(214) 381-6116  FAX 381-4633
www.totalfire.com

Fire Protection Sales and Service at its Best!
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| Technicians        |       |       |          |                 |               |              |       |
| Sales Workers      |       |       |          |                 |               |              |       |
| Office/Clerical    | 1     |       | 1        |                 |               |              |       |
| Craft Workers (Skilled) |   |       |          |                 |               |              |       |
| Operatives (Semi Skilled) |   |       |          |                 |               |              |       |
| Laborers (Unskilled) |   |       |          |                 |               |              |       |
| Service Workers    |       |       |          |                 |               |              |       |
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| CHECK ONE:         |       |       |          |                 |               |              |       |
| Minority-Owned Firm Certification # |       |       |          |                 |               |              |       |
| Women-Owned Firm Certification # |       |       |          |                 |               |              |       |
| Non-Minority Owned Firm |       |       |          |                 |               |              |       |

**Signature/Date:** [Signature]

**Typed Name and Title:** [Name]
Dallas County
Attn: Shirley Rapp
214.653.7449

re: Bid # 2000197-574 section 3

Dear Shirley,
As we discussed I am in agreement to extend the above referenced contract for an additional year. If you have any questions or need anything further please give me a call.

Thank you
Danny Leger
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### Total

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<tr>
<th>Role</th>
<th>Minority-Owned Firm Certification #</th>
<th>Women-Owned Firm Certification #</th>
<th>Non-Minority Owned Firm</th>
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<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>X</td>
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</tbody>
</table>
September 4, 2001

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Janitorial Services for Area C, Bid #99-235-158

Background/Issue
On September 26, 2000, the Commissioners Court authorized a twelve month extension of the aforementioned contract as awarded to CTJ Maintenance for the period of October 1, 2000 through September 30, 2001. The contract provides janitorial services to approximately 17 various county buildings located in Dallas County. In accordance with contract terms and upon mutual agreement, the contract may be extended for a final twelve month period based on the existing terms and conditions. As a result of CTJ Maintenance’s compliance with contract specifications, the Facilities Management Department requests that the County exercise the final twelve month extension option contained within Bid #99-235-158 for Area C.

CTJ Maintenance, Inc. has agreed to extend the contract for janitorial services for Area C in accordance with the existing terms, conditions and pricing set forth and awarded.

The proposal submitted by CTJ Maintenance reflects an average savings of between 21-85.5% when compared to the remaining bidder’s proposals. Historically, Dallas County has experienced increases to janitorial services due to re-solicitation of these contracts. Therefore, the extension is recommended.

Financial Impact
Dallas County expends approximately $198,588.00 for janitorial services outlined in this contract

Recommendation
In accordance with the terms and conditions set forth in Bid #99-235-158, the Purchasing and Facilities Management Departments recommend that the janitorial service contract as awarded to CTJ Maintenance, Inc. for Area C be extended for an additional twelve month period based on the existing terms, conditions and pricing set forth and awarded, effective October 1, 2001 through September 30, 2002 at an estimated annual cost of $198,588.00.

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

Recommended for Approval by:

Shirley Rapp
Interim Purchasing Agent

509 Main St. (Records Bldg.)
6th. Floor, Room 623
Dallas, Texas 75202
(214) 653-7431
From: Mack Richardson
To: Linda Boles
Date: Tue, Aug 7, 2001 10:06 AM
Subject: Re: Jan. Svc. for Area C

As we discussed just now on the phone, I am happy with the current level of service in Area "C". Please extend it with the present vendor.

>>> Linda Boles 08/07 9:34 AM >>>
I haven't received anything on what you want to do with Area C.

Please advise thru this email.

Thanks
Linda
August 15, 2001

Dallas County Purchasing
Linda Boles
500 Main Street
6th Floor
Dallas, Texas 75202

Dear Linda:

CTJ Maintenance, Inc. is in agreement with the County’s intent to exercise the option for janitorial services in Area C for an additional twelve month period.

Sincerely,

[Signature]

Harold Jenkins
President
## Dallas County Vendor Statistical Report

### Permanent Full-Time Employment

<table>
<thead>
<tr>
<th>Role</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials and managers</td>
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<td>3</td>
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<tr>
<td>Professionals</td>
<td></td>
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<tr>
<td>Technicians</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office and clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft workers (skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>operatives (semi-skilled)</td>
<td>13</td>
<td></td>
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<tr>
<td>Laborers (unskilled)</td>
<td>2</td>
<td>1</td>
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<tr>
<td>Service workers</td>
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### Total Male

<table>
<thead>
<tr>
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<th>Female</th>
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<tbody>
<tr>
<td>Total</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

### Total Female

<table>
<thead>
<tr>
<th>Category</th>
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<th>Female</th>
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</thead>
<tbody>
<tr>
<td>Total</td>
<td>2</td>
<td>16</td>
</tr>
</tbody>
</table>

**Check One:**

- Minority-Owned Firm Certification # [BMMB10174Y0362] issued by MCTRCA
- Women-Owned Firm Certification # [ ]
- Non-Minority Owned Firm

**Signature:**

- [Signature]

**Typed Name and Title:**

- [Typed Name and Title]
September 4, 2001

TO:    The Honorable Commissioners Court

FROM:  Gloria McCulloch Webb, Purchasing Analyst

SUBJECT:  Newspaper: Advertisement, Expenses and Types

BACKGROUND/ISSUE
Dallas County Commissioners Court, at their regularly scheduled session held in June 26, 2001, requested information regarding Bid No. 2001-135-892, newspaper expenses and the various types of ads being placed prior to the award of the new solicitation. The information being provided in this briefing is for the period beginning June 01, 2000 through May 31, 2001. As stated in the briefing on June 05, 2001, The Annual Contract for Newspaper Advertising, Bid No. 2001-135-892 focuses on advertisement in various community newspaper or publications within the Dallas County area in accordance with Dallas County policy for placement of ads. The three (3) communities the solicitation targets are the Business Community, African-American Community and the Hispanic Community. During the period beginning June 01, 2000 through May 31, 2001, Dallas County placed approximately 1,532 ads in the three (3) community newspapers and in the Dallas Morning News at a cost of $291,841.04 (see attached spreadsheet).

The Business Community newspaper or publication target audience is primarily business professional and managers, employed by banking and finance firms, insurance, government, institutions, professional services and other related business professional fields. This type of newspaper is used as an alternate to the Dallas Morning News to advertise legal notices, when the law permits, at a much lower cost. The types of ads placed in this newspaper or publication are Bids/RFP solicitation, and legal notices.

The African-American Community newspaper or publication target audience is primarily the African American consumers and neighborhood. The types of ads placed in this newspaper or publication type are Bids/RFP solicitation, legal notices and public information ads (when requested by the department).

The Hispanic Community newspaper or publication target audience is primarily the Hispanic consumers and neighborhood. The types of ads placed in this newspaper or publication type are Bids/RFP solicitation, legal notices and public information ads (when requested by the department).

Dallas County also utilized the Dallas Morning News (sole source vendor) as the newspaper of general circulation within the County to place ads for Bids/RFP solicitation, legal notices, public information, and classified employment.

OTHER INTITIES
The Purchasing Department contacted the City of Dallas and other counties throughout the State of Texas (Harris, Denton, Collin, Tarrant, and Travis) regarding how they placed ads for legal notices, public notices, Bids/RFP Notices, etc. All the counties and the city indicated they placed their ads in a printed newspaper publication in accordance with the Local Government Code. Some the counties indicated that they publish the information on their website over the Internet as a convenience to the taxpayer. However, they are still required to publish in a newspaper of general and/or major circulation within the County serviced. The City of Dallas staff indicated their two year advertisement budget with the Dallas Morning News is approximately 1.45 million dollars or $725,000.00 annually. The City of Dallas also has set-up agreements with several different (15K or less) newspapers targeting all markets. Each department uses their own discretion on who and when they use those companies.
FINANCIAL IMPACT
Dallas County total expenditures for the period of June 01, 2001 and May 30, 2001, was approximately $98,109.00 for the community papers. In addition $193,732.00 was spent in the Dallas Morning News.

TRACKING
Per the Commissioners Court request the Purchasing Department implemented procedures to track statistical data regarding how vendors are notified of Dallas County solicitations. The information listed below was added to all Bids/RFP’s with an opening date beginning July 2, 2001, to the present, it reads as follows:

For informational purposes please indicate the manner in which your were notified of this solicitation:
- Dallas Morning News
- Community Newspaper (Specify, Title)
- Letter from the Dallas County Purchasing Department
- Other: Specify

Eight (8) Bids/RFP’s were recommended for award during that the period of July 2 through July 30, 2001, which requested the above tracking information. According to data collected of the eight (8) bids/rfp’s awarded sixteen (16) of seventeen (17) of the vendors who responded our request indicated they received notice by a letter from the Dallas County Purchasing Department. The remaining one (1) of the seventeen (17) indicated they received the solicitation by other sources.

Based on the information obtained during the twenty-eight (28) day period, vendors are responding due to the fact they received a letter from the Purchasing Department notifying them of the bidding opportunity with Dallas County. They are not looking for or reading ads in the newspapers.

RECOMMENDATION
In an effort to reduce advertising costs, the Purchasing Department offers the following options for the Court’s review.

Option 1: Discontinue advertising all Bids/RFP’s in the community newspapers. Currently we are advertising in a total of four (4) newspapers including the Dallas Morning News (the same information - duplicating efforts). Advertise in the Dallas Morning Newspaper only. This publication meets all requirements for all types of legal and/or public notices. This would result in estimated annual saving of $22,709.00.

Option 2: Reject all bids received and re-solicit under revised specifications for only a publication within Dallas County that is published on the daily basis as an alternate choice to the Dallas Morning News. This allow for the placement legal notices at a reduced rate, when permit by law. In addition, for departments requiring advertisements targeting a select audience or market type when required by grant and/or state and federal requirements, the Purchasing Department will procure pricing in accordance with Dallas County policy and procedures on a quotation basis. The Purchasing Department feels that we can obtain better pricing due to the fact these ads are normally oversized ads and the vendor is more willing to lower their price in lieu of giving a set bid price for a twelve (12) month period. The current volume for these types of ads is very low.

Option 3: Combination of both Option 1 and 2.

Upon the Court direction, a Court Order will be scheduled for the next regular agenda.

Approved By: Shirley Rapp, Acting Purchasing Agent
Total Advertising Cost: $291,841.09

Types of Advertisements

<table>
<thead>
<tr>
<th>Type</th>
<th>Dallas Examiner</th>
<th>El Extra Spanish Language Newspaper</th>
<th>Daily Commercial Records</th>
<th>Daily Morning News</th>
<th>Cost of Ads</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid/RFP</td>
<td>161</td>
<td>74</td>
<td>173</td>
<td>178</td>
<td>$23,755.16</td>
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<tr>
<td>* Legal Notices</td>
<td>5</td>
<td>9</td>
<td>569</td>
<td>188</td>
<td>$90,036.07</td>
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<tr>
<td>Employment Notices</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>170</td>
<td>$79,940.96</td>
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<tr>
<td>** Public Information</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>$</td>
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<tr>
<td>Total Number of Ads Placed</td>
<td>166</td>
<td>88</td>
<td>742</td>
<td>536</td>
<td>$193,732.19</td>
</tr>
</tbody>
</table>

* Legal Notices: Are required to be published by law in accordance with the Local Government Code. The type of publication is also established in the code.

** Non-Legal Notices: Used for public information purposes to target a select audience or special requirement for funded grant projects.
August 27, 2001

MEMORANDUM

TO: Commissioners Court

THROUGH: Jim Jackson, Commissioner, District No. 1

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

SUBJECT: Resale of Tax Foreclosure Properties by City of Carrollton

- 3205 & 3221 Keller Springs Road, City of Carrollton, et al vs. Myrtle Taylor Davison, et al, Cause No. 88-32971-T-D
- 2406 Tarpley Road, Carrollton, City of Carrollton, et al vs. Wm. Phifer, et al, Cause No. 95-30355-TM

BACKGROUND OF ISSUE

The properties at 3205 and 3221 Keller Springs Road were offered for sale by the Sheriff of Dallas County at public auction and were struck off to the City of Carrollton in December of 1994 pursuant to a judgment for the non-payment of delinquent property taxes. The property at 2406 Tarpley Road was struck off the City on August 1, 2000, hereinafter the “Properties”. The City holds these Properties in trust for each taxing jurisdiction party to the judgment, e.g., City of Carrollton, Dallas Independent School District and the County of Dallas, pursuant to Section 34.01(c) Property Tax Code.

The City of Carrollton has conducted one unsuccessful sealed bid on the 3205 and 3221 Keller Springs Road properties. The property at 2406 Tarpley is being offered for sealed bid for the first time at 100% of the judgment amount.

The City of Carrollton is requesting that Dallas County: (1) authorize the City of Carrollton as Trustee for Dallas County to solicit from the public sealed bids or to negotiate private sales on said Properties at the minimum sealed bid amounts established by the City of Carrollton, and (2) consent to the sale of the Properties to the highest bidder, even if the bid tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgments against the property pursuant to Section 34.05(i) of the Tax Code.

IMPACT ON OPERATIONS AND MAINTENANCE

Sale of these Properties to the highest bidder will return the properties to the tax rolls thereby increasing tax revenue to the taxing units.

LEGAL INFORMATION

The sale is pursuant to the Texas Property Tax Code, Section 34.05, Resale by Taxing Units, which allows the taxing unit that purchased the property to sell the property at a public or private sale for an amount less than either the aggregate amount of the judgments against the property or the market value of
the property as stated in the judgment of foreclosure with the consent of each taxing unit entitled to receive proceeds of the sale under the judgment. The sale is also in compliance with the Dallas County Tax Foreclosure Resale Policy adopted by the Commissioners Court via Court Order No. 2000-396.

FINANCIAL IMPACT/CONSIDERATIONS

The City of Carrollton has established the minimum sealed bid amount for 3205 and 3221 Keller Springs Road to be $566,000, which is 51% of the City's original minimum bid amount of $1,104.812 which includes post judgment interest and costs. The minimum sealed bid amount established for 2406 Tarpley of approximately $400,000 is 100% of the judgment amount. The City will distribute sales proceeds, if any, in accordance with the Tax Code, Sec. 34.06.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>65134425210160000</td>
<td>3205 and 3221 Keller Springs Rd, Carrollton, TX</td>
<td>$691,881.86</td>
<td>88-32971-T-C</td>
<td>$4,517.86</td>
<td>$1,104.812</td>
<td>$566,000</td>
<td>51%</td>
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<tr>
<td>65134425210180000</td>
<td>2406 Tarpley Rd, Carrollton, TX</td>
<td>$364,625.83</td>
<td>95-30355-TM</td>
<td>$8,716.75</td>
<td>$400,000 (approx.)</td>
<td>$400,000 (approx.)</td>
<td>100%</td>
</tr>
</tbody>
</table>

PERFORMANCE MEASURES IMPACT

No impact.

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court: (1) authorize the City of Carrollton as Trustee for Dallas County, in its own behalf and on behalf of the Dallas County Community College District, the Parkland Hospital District, and the Dallas County School Equalization Fund solicit from the public sealed bids and/or negotiate private sales on the Properties shown herein, and (2) consent to the sale of said Properties to the highest bidder even if the bid tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgments against the Properties.

If the Commissioners Court concurs, a court order authorizing the above actions will be placed on the next regular agenda.

APPROVED BY:

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

cc: DeMetris Sampson, LHGBGPS
    David Childs, Tax Assessor/C中方
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<td>51%</td>
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<tr>
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<td>$364,625.83</td>
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<td>$8,716.75</td>
<td>$400,000 (approx.)</td>
<td>$400,000 (approx.)</td>
<td>100%</td>
</tr>
</tbody>
</table>

PERFORMANCE MEASURES IMPACT

No impact.

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court: (1) authorize the City of Carrollton as Trustee for Dallas County, in its own behalf and on behalf of the Dallas County Community College District, the Parkland Hospital District, and the Dallas County School Equalization Fund solicit from the public sealed bids and/or negotiate private sales on the Properties shown herein, and (2) consent to the sale of said Properties to the highest bidder even if the bid tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgments against the Properties.

If the Commissioners Court concurs, a court order authorizing the above actions will be placed on the next regular agenda.

APPROVED BY:

[Signature]
Donald R. Holzwarth, P.E.
Director of Public Works

Attachments

cc: DeMetris Sampson, LHGBGPS
    David Childs, Tax Assessor/Collector
EXHIBIT A

TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE CITY OF CARROLLTON AS TRUSTEE FOR THE COUNTY OF DALLAS AND DALLAS I.S.D.

<table>
<thead>
<tr>
<th>TAX ACCOUNT NO.</th>
<th>STREET ADDRESS LEGAL DESCRIPTION</th>
<th>IMP.</th>
<th>UNIMP.</th>
<th>LAND SIZE</th>
<th>ORIGINAL SEALED BID AMOUNT</th>
<th>2000 DCAD VALUE</th>
<th>MINIMUM SEALED BID AMOUNT ESTABLISHED</th>
<th>% OF ORIGINAL BID AMOUNT</th>
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<tbody>
<tr>
<td>65134425210160000</td>
<td>3205 and 3221 Keller Springs Rd George Syms Abst 1344 Page 252 Tract 16 Vol 95006/3227 and Tract 18</td>
<td>U</td>
<td></td>
<td>12.4715 Ac.</td>
<td>$1,104,812 *</td>
<td>$840,070</td>
<td>$566,000.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>65134425310020000</td>
<td>2406 Tarpley Rd George Syms Abst 1344 Page 253 Tract 2</td>
<td>U</td>
<td></td>
<td>3.19 Ac.</td>
<td>$364,625.83</td>
<td>$416,870</td>
<td>$400,000.00 (approximate)</td>
<td>100%</td>
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<tr>
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</tr>
</tbody>
</table>

TAX FORECLOSURE RESALE POLICY:
(1) FIRST RESALE: Establish minimum 100% of taxes due and resale cost
(2) SECOND RESALE: Establish minimum bid between 75% and 51% of original bid plus resale cost
(3) THIRD RESALE: Establish minimum bid between 50% and 26% of original bid plus resale cost
(4) FOURTH RESALE: Establish minimum bid at 25% of original bid plus resale cost
Any future sales for a less amount will need additional Council approval.

* Original Sealed Bid Amount includes the judgement amount, post judgement interest and expenses (upkeep and bid expenses).
MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner Jim Jackson, District 1

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

SUBJECT: Belt Line Road Project 91-582 and 91-719
         (IH35 to Metrocrest Drive)
         SUPPLEMENTAL CITY/COUNTY AGREEMENT

BACKGROUND

The 1991 Dallas County Transportation Bond Program included funding in the amount of $2,000,000 for the Belt Line Road Project No. 91-582 from IH 35 to Metrocrest Drive which includes the Belt Line Road/Josey Lane Intersection Project No. 91-719 which has a funding authorization of $1,105,000 for a total project funding authorization of $3,105,000.

The City of Carrollton has requested to provide and pay for the administration and management of the design, acquisition of rights of way, and construction of said project in accordance with the approved plans. The City will provide Dallas County copies of the approved plans and specifications.

FINANCIAL IMPACT

Dallas County will reimburse City the amount of $3,105,000 less in-house project delivery charges of 3 percent for a total amount available for reimbursement of $3,011,850. Of the total $3,011,850, $5,000 will be paid from Bond Fund 492, Project 50072, Code 08311, $1,940,000 will be paid from Bond Fund 418, Project 50063, Code 08311, and $1,066,850 will be paid from Bond Fund 424, Project 50072, Code 08311.

RECOMMENDATION

It is recommended that the attached SUPPLEMENTAL CITY/COUNTY AGREEMENT with the City of Carrollton, be executed. If Commissioners Court is in agreement, an order authorizing and directing the County Judge to execute the attached SUPPLEMENTAL CITY/COUNTY AGREEMENT for Belt Line Road Projects 91-582 and 719 will be placed on the next formal agenda.

RECOMMENDED BY:

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

411 Elm Street, 4th Floor    Dallas, Texas 75202    (214) 653-7151
STATE OF TEXAS

COUNTY OF DALLAS

SUPPLEMENTAL CITY/COUNTY AGREEMENT

WHEREAS, the City of Carrollton hereinafter called "City" and the County of Dallas, Texas, hereinafter called "County", desire to enter into a Supplemental City/County Agreement to the Interlocal Contract for the Implementation of the 1991 Bond Program, approved by Court Order 93-1380 dated August 17, 1993, for the construction of paving and storm drainage improvements in connection with the Belt Line Road Project No. 91-582 from IH 35E to Metrocrest Drive which includes the Belt Line Road-Josey Lane Intersection Project No. 91-719 in the City of Carrollton and the County of Dallas; and

WHEREAS, Chapter 791 of the Texas Government Code, provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, funding for the Belt Line Road Projects are authorized by the 1991 County of Dallas Transportation Bond Program;

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

WITNESSETH

I.
City hereby requests and City agrees to provide and pay for the administration and management of the design, acquisition of rights of way, and construction of the Belt Line Road Projects 91-582, and 91-719 in accordance with the approved plans. City will provide copies of approved plans and specifications to Dallas County.

II.
County hereby agrees to reimburse City for costs of all rights-of-way acquisition and construction for the paving and storm drainage improvements in accordance with plans and specifications approved by the County necessary for the project and work to be performed.

Belt Line Road Project 91-582 and 719
Interlocal Agreement - City of Carrollton
III.
County will provide funding in an amount not to exceed $3,011,850 as specified in Attachment “A” for the Belt Line Road Project No. 91-582 and the Belt Line Road – Josey Lane Intersection Project No. 91-719 pursuant to Proposition No. 1 of the 1991 Dallas County Transportation Bond Program. City will submit invoices and supporting documentation to County for reimbursement, as costs are incurred by City until such time as the project is completed or the County funding limit is reached. City will be responsible for all costs required to complete the project which are in excess of the authorized County funding.

IV.
City hereby agrees that it will allow the County to monitor construction of the Belt Line Road Project and Josey Lane – Belt Line Road intersection and participate in the Final Inspection of Completed Construction. However, County shall not have authority over City’s contractor, and nothing herein shall be construed as creating a joint enterprise between City and County. City agrees to not make any final payment to the Contractor performing work under this Agreement until construction has been approved in writing by the County. City agrees that all payments to the contractor shall be based on measured quantities of the Work completed as measured and computed by the City and approved by the City’s Public Works Director.

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

VI.
This Agreement shall be expressly subject to the sovereign immunity of County and the governmental immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This Agreement shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either City or County shall be in Dallas County, Texas.

VII.
The Effective Date of this Agreement shall be the latest date it is executed by one of the parties. Reference to the date of execution shall mean the Effective Date.
VIII. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

X. This Agreement and the Interlocal Contract for the Implementation of the 1991 Bond Program, approved by Court Order 93-1380 dated August 17, 1993, together embody the complete agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written supplemental agreement of the parties to be attached to and made a part of this Agreement.

XI. City hereby agrees to advise County of all design changes and construction change orders occurring during the construction that may affect the Belt Line Road and Belt Line Road - Josey Lane intersection.

Executed as of the Effective Date.

COUNTY OF DALLAS

BY: Lee F. Jackson
County Judge

Date

APPROVED AS TO FORM

Assistant District Attorney

Date

CITY OF CARROLLTON

BY: Marc Guy
Assistant City Manager

BY: Clayton Hutchins, City Attorney

Date

Belt Line Road Project 91-582 and 719
Interlocal Agreement - City of Carrollton
### ATTACHMENT "A"

#### FUNDING AVAILABILITY

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Funding Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>91-582</strong> Belt Line Road from IH 35 to MetroCrest</td>
<td>$1,940,000</td>
</tr>
<tr>
<td>Total County Authorization</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Less In-House Project Delivery Charges (3% of County Share)</td>
<td>$60,000</td>
</tr>
<tr>
<td><strong>91-719</strong> Josey Lane at Belt Line Road</td>
<td>$1,071,850</td>
</tr>
<tr>
<td>Total County Authorization</td>
<td>$1,105,000</td>
</tr>
<tr>
<td>Less In-House Project Delivery Charges (3% of County Share)</td>
<td>$33,150</td>
</tr>
</tbody>
</table>

**Total County Funding Available**: $3,011,850
August 27, 2001

MEMORANDUM

TO: Commissioners Court

THROUGH: Kenneth A. Mayfield, Commissioner District 4

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

SUBJECT: CLARK ROAD MCIP PROJECT 47101
(Couch Street to Danieldale Road)
SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT CITIES OF CEDAR HILL, DALLAS AND DUNCANVILLE

BACKGROUND
Clark Road from Couch Street to Danieldale Road was selected in the first call for projects for the Major Capital Improvement Program for Program Year 2004. The project is located in Road and Bridge District 4 and in the cities of Cedar Hill, Dallas and Duncanville. A pre-design charrette was held with the participating cities, Dallas County staff, Consultant Engineer representatives and impacted utilities to define the scope of the project.

By execution of the attached supplemental agreements to the respective Master Agreement with each city, the cities of Cedar Hill, Dallas and Duncanville have agreed to participate in the funding of the referenced project. Public Works staff has reviewed the documents as has the District Attorney’s Office and recommends execution.

FINANCIAL IMPACT
Cost of construction of the Clark Road Project are estimated at $3,800,000. Dallas County District 4 will provide funding in the amount of $1,900,000. The City of Dallas portion is estimated to be $934,133; the City of Duncanville portion is estimated to be $436,664; and the City of Cedar Hill’s portion is estimated to be $529,203. Funds are available in Fund 196, Department 2010, Code 8010, FY 2000, Project 8120 for the Clark Road Project.
RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached Supplemental to the Master Agreements with the City of Cedar Hill, City of Dallas and the City of Duncanville. If Commissioners Court is in agreement, a court order shall be placed on the next formal agenda.

Approved By:

[Signature]

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

Attachments (Contract with Attachments)

Cc: Jim Smith, P.E. jen
MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner Jim Jackson, District 1

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

SUBJECT: Sandy Lake Road Project 91-839
(Carrollton City Limit to Old Denton Drive)
SUPPLEMENTAL CITY/COUNTY AGREEMENT

BACKGROUND

The 1991 Dallas County Transportation Bond Program included funding in the amount of $4,000,000 for the Sandy Lake Road Project No. 91-839 from Carrollton City Limit to Old Denton Drive in the City of Carrollton.

The City of Carrollton has requested to provide and pay for the administration and management of the design, acquisition of rights of way, and construction of said project in accordance with the approved plans. The City will provide Dallas County copies of the approved plans and specifications.

FINANCIAL IMPACT

The City authorized $2,812,205 of Sandy Lake Road project funds to be used for the bridge over the East Fork of the Trinity River on Sandy Lake Road or Project 91-838. Design and project delivery costs total $442,522 for expenditures from the Sandy Lake Road Project 91-839 authorization of $4,000,000 leaving $745,273 available in project funds. The City has agreed to the use of authorized funds for the Josey Lane at Trinity Mills, Kelly Boulevard at Trinity Mills and Trinity Mills at Old Denton Road intersection projects in the amount of $925,000 for additional funding for a total project funding available for reimbursement of $1,670,273. A transfer to the project in the amount of $355,000 from Bond Fund 424, Project 50071, Code 08311; $315,000 from Bond Fund 424, Project 50070, Code 08311, and $255,000 from Bond Fund 424, Project 00593, Code 08311, is necessary to provide adequate funding. In addition, $745,273 will be paid from Bond Fund 424, Project 50087, Code 08311.

RECOMMENDATION

It is recommended that the attached SUPPLEMENTAL CITY/COUNTY AGREEMENT with the City of Carrollton, be executed. If Commissioners Court is in agreement, an order authorizing and directing the County Judge to execute the attached SUPPLEMENTAL CITY/COUNTY AGREEMENT for Sandy Lake Road Project 91-839 will be placed on the next formal agenda.

RECOMMENDED BY:

[Signature]
Donald R. Holzwarth, P.E.
Director of Public Works

411 Elm Street, 4th Floor     Dallas, Texas 75202     (214) 653-7151
STATE OF TEXAS
COUNTY OF DALLAS

SUPPLEMENTAL
CITY/COUNTY AGREEMENT

WHEREAS, the City of Carrollton hereinafter called "City" and the County of Dallas, Texas, hereinafter called "County", desire to enter into a Supplemental City/County Agreement to the Interlocal Contract for the Implementation of the 1991 Bond Program, approved by Court Order 93-1380 dated August 17, 1993, for the funding of the design, rights of way acquisition, and construction of the Sandy Lake Road Project No. 91-839 from Carrollton City Limit to Old Denton Drive in the City of Carrollton and the County of Dallas; and

WHEREAS, Chapter 791 of the Texas Government Code, provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, funding for the Sandy Lake Road Project is authorized by the 1991 County of Dallas Transportation Bond Program;

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

WITNESSETH

I.
County hereby requests and City agrees to provide and pay for the administration and management of the design, acquisition of rights of way, and construction of the Sandy Lake Road Project 91-839. City will provide plans to Dallas County for review and approval. City will provide County copies of final plans and specifications.

II.
City hereby agrees to advise County of all design changes and construction change orders occurring during the construction that may affect the Sandy Lake Road Project.

Sandy Lake Road Project 91-839
Interlocal Agreement - City of Carrollton
IX.
The Effective Date of this Agreement shall be the latest date it is executed by one of the parties. Reference to the date of execution shall mean the Effective Date.

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

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

XII.
This Agreement and the Interlocal Contract for the Implementation of the 1991 Bond Program, approved by Court Order 93-1380 dated August 17, 1993, together embody the complete agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written supplemental agreement of the parties to be attached to and made a part of this Agreement.

Executed as of the Effective Date.

COUNTY OF DALLAS

BY: Lee F. Jackson
County Judge

Date

APPROVED AS TO FORM:

Assistant District Attorney

Date

By authority of Council Action Dated 7-17-01

CITY OF CARROLLTON

BY: Marc Guy
Assistant City Manager

Date

APPROVED AS TO FORM:

R. Clayton Hutchins, City Attorney

Date

Sandy Lake Road Project 91-839
Interlocal Agreement - City of Carrollton
III.
County hereby agrees to reimburse City for costs of all rights-of-way acquisition and construction for the paving and storm drainage improvements in accordance with plans and specifications approved by the County necessary for the project and work to be performed.

IV.
County will provide funding in an amount not to exceed $1,670,273 as specified in Attachment “A” for the acquisition of rights of way for the projects and construction for the paving and storm drainage improvements of the Sandy Lake Road Project No. 91-839 pursuant to Proposition No. 1 of the 1991 Dallas County Transportation Bond Program. City will submit invoices and supporting documentation to County for reimbursement, as costs are incurred by City until such time as the project is completed or the County funding limit is reached. City will be responsible for all costs required to complete the project which are in excess of the authorized County funding.

V.
City hereby agrees that construction will not commence until this agreement has been fully executed by the City and the County.

VI.
City hereby agrees that it will allow the County to monitor construction of the Sandy Lake Road Project and participate in the Final Inspection of Completed Construction. However, County shall not have authority over City’s contractor, and nothing herein shall be construed as creating a joint enterprise between City and County. City agrees to not make any final payment to the Contractor performing work under this Agreement until construction has been approved in writing by the County. City agrees that all payments to the contractor shall be based on measured quantities of the Work completed as measured and computed by the City and approved by the City’s Public Works Director.

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

VIII.
This Agreement shall be expressly subject to the sovereign immunity of County and the governmental immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This Agreement shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either City or County shall be in Dallas County, Texas.
SANDY LAKE ROAD PROJECT 91-839

FUNDING

DALLAS COUNTY BOND EXPENDITURES

CONSTRUCTION FOR SANDY LAKE BRIDGE (91-838) $2,812,205

DESIGN COSTS TO DATE $219,370

PROJECT DELIVERY COSTS TO DATE
(4% of Total Project Cost for 91-839) $223,152

PROJECT EXPENDITURES $3,254,727

COUNTY FUNDING

SANDY LAKE 91-839 AUTHORIZATION $4,000,000

JOSEY ROAD AT TRINITY MILLS INTERSECTION $355,000

KELLY ROAD AT TRINITY MILLS INTERSECTION $315,000

TRINITY MILLS AT OLD DENTON ROAD INTERSECTION $255,000

TOTAL COUNTY FUNDING AVAILABLE $4,925,000

LESS COUNTY EXPENDITURES $3,254,727

REMAINING AVAILABLE FOR PROJECT $1,670,273
September 9, 1999

MEMORANDUM:

TO: Commissioners Court

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

SUBJECT: ROW Acquisition Services – RFQ 2001-171-942

BACKGROUND OF ISSUE

The current outsource ROW Services IDQ Contract will expire on September 28, 2001. In order to continue to accelerate acquisition of ROW and expedite the construction of transportation projects, a new Indefinite Delivery Quantity Contract for outsource ROW services will be required. Pursuant to Solicitation for Qualification (RFQ 2001-171-942) for Outsource Right of Way Acquisition Services, the Purchasing Department received five responses from interested firms. The Evaluation Committee has completed its review of these firms as follows:

EVALUATION SUMMARY – BY RANK

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>TOTAL SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Land Staff, Inc.</td>
<td>86.2</td>
</tr>
<tr>
<td>Universal Field Services, Inc.</td>
<td>82.8</td>
</tr>
<tr>
<td>Smith-Roberts Land Services, Inc.</td>
<td>77.8</td>
</tr>
<tr>
<td>Cinnabar Service Co.</td>
<td>71.4</td>
</tr>
<tr>
<td>Pharos Corporation</td>
<td>57.0</td>
</tr>
</tbody>
</table>

See Tabulation of Scores (Attached)

IMPACT ON OPERATIONS AND MAINTENANCE

1991 Bond Program Projects, CMAQ Projects and Major Capital Improvement Program Projects will become available to award to the selected firm as designs are completed and approvals are obtained from reviewing agencies. This outsource capability will assist the Property Division to expedite acquisition of these parcels. The Property Division Staff will provide Project Management functions.

LEGAL INFORMATION

Pursuant to Court Order 99-771 the Commission Court adopted a Policy for Procurement of Right of Way Services under “Professional Services” as specified under Local Government Code 2254. The Civil Section of the District Attorney’s Office has assisted in preparation of the “Dallas County Right of Way Acquisition Indefinite Quantity Contract” to be used to contract the selected firm for the initial three year term with option to extend for two one year terms.

FINANCIAL IMPACT/CONSIDERATIONS

The 1991 Thoroughfare Transportation Bond Program and the Major Capital Improvement Program (MCIP) includes funding for right of way acquisition activities. The selected firm will be awarded a three year Indefinite Quantity Contact at a fee not to exceed $1,000.00 for execution of the contract. All other services
shall be negotiated fee amounts, which shall be authorized via a formerly executed “Work Order” for the projects that will be assigned to the outsource firm. The $1,000.00 initial payment will be credited to the County on the first Work Order.

Funding for the acquisition work orders will be identified from the specific 1991 Bond Program Projects, CMAQ projects and/or MCIP projects that will be outsourced.

**M/WBE INFORMATION**

The Minority/Women Business Enterprise Policy was included as part of the evaluation criteria. The Minority Business Officer has evaluated this section of the SOQ and provided the respective score for each firm. (attached).

**PERFORMANCE MEASURES IMPACT**

Acquisition of ROW parcels through this IDQ Contract will assist the Public Works Department in meeting the performance outcome measures for FY 2002.

**RECOMMENDATION**

The ROW Acquisition Services Evaluation Committee and the Director of Public Works recommend that the Commissioners Court:

1. award the Right of Way Acquisition Indefinite Quantity Contract to the most qualified firm, Contract Land Staff, Inc. for an initial three year term with the option to extend two one year terms,

2. authorize the Public Works Department to negotiate the Work Order fees for Right of Way Acquisition Services for selected 1991 Bond Program Project, CMAQ Projects, MCIP projects, and other property acquisition projects that are determined eligible for outsourcing services. and submit the results of said negotiations, for official approval,

3. authorize payment in the amount not to exceed be $1,000.00 for the initial contract fee, to be paid to Contract Land Staff, Inc. from Fund 0424.

If the Commissioners Court concurs with the matters above a Court Order will be placed on the next regular agenda.

**Approved by:**

[Signature]

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

**Attachments**

xc: John Dahill, Assistant District Attorney, Civil Section
Shirley Rapp, Interim Purchasing Agent

_Sc cd_
_Selas 2001-01/Brief Award CLS 2_

**Attachments**
DATE: August 9, 2001

TO: Donald R. Holzwarth  
Director - Public Works

FROM: Irvin Hicks,  
Coordinator - Minority Affairs

SUBJECT: M/WBE Review of Bid# 2001-171-942 (Right of Way Acquisition Services)

Don,

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

**Universal Field Services, Inc.**  
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Realty Advisors</td>
<td>TBD</td>
</tr>
<tr>
<td>Wilkening &amp; Associates</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Points  
0 Certified (NCTRCA) minority prime contractor  
3 EEO policy compliance  
6 Utilization of (other) certified minority vendors  
--

**Pharos Corporation**  
This firm will perform the required duties utilizing internal staff:

Points  
0 Certified (NCTRCA) minority prime contractor  
3 EEO policy compliance  
0 Utilization of (other) certified minority vendors  
--  
3
<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>Rater A</th>
<th>Rater B</th>
<th>Rater C</th>
<th>Rater D</th>
<th>Rater E</th>
<th>Average Score</th>
<th>M/WBE Officer</th>
<th>Firm Total Score</th>
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</thead>
<tbody>
<tr>
<td>Cinnabar Service Company</td>
<td>69</td>
<td>62</td>
<td>61</td>
<td>58</td>
<td>62</td>
<td>62.4</td>
<td>9</td>
<td>71.4</td>
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<tr>
<td>Contract Land Staff, Inc.</td>
<td>80</td>
<td>79</td>
<td>84</td>
<td>70</td>
<td>73</td>
<td>77.2</td>
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<td>86.2</td>
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<tr>
<td>Pharos Corporation</td>
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<td>52</td>
<td>34</td>
<td>56</td>
<td>54</td>
<td>3</td>
<td>57</td>
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<tr>
<td>Smith-Roberts Land Services, Inc.</td>
<td>72</td>
<td>64</td>
<td>72</td>
<td>68</td>
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<td>68.8</td>
<td>9</td>
<td>77.8</td>
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<tr>
<td>Universal Field Services, Inc.</td>
<td>74</td>
<td>75</td>
<td>81</td>
<td>66</td>
<td>73</td>
<td>73.8</td>
<td>9</td>
<td>82.8</td>
</tr>
</tbody>
</table>
**Smith-Roberts Land Services, Inc.**
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goodrich, Schechter</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Points  
- 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 6 Utilization of (other) certified minority vendors
- 9

**Cinnabar Service Company**
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eminent Domain Valuation</td>
<td>TBD</td>
</tr>
<tr>
<td>WestStar National Title Co.</td>
<td>TBD</td>
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</tbody>
</table>

Points  
- 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 6 Utilization of (other) certified minority vendors
- 9

**Contract Land Staff, Inc.**
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eminent Domain Valuation</td>
<td>TBD</td>
</tr>
<tr>
<td>Law Realty Advisors</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Points  
- 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 6 Utilization of (other) certified minority vendors
- 9
MEMORANDUM

DATE: August 9, 2001
TO: J. Allen Clemson, Court Administrator
FROM: Irvin Hicks, Coordinator - Minority Affairs
SUBJECT: M/WBE Review of RFP# 2001-171-942 (Right of Way Acquisition Services) (Management Summary)

The following is a synopsis of the subject narrative:

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<th>Firm Name</th>
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<th>Submission of EEO1 Docs (?)</th>
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<td>Pharos Corporation</td>
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<td>Smith-Roberts Land Services, Inc.</td>
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<td>Cinnabar Service Company</td>
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<tr>
<td>Contract Land Staff, Inc.</td>
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<td>Y</td>
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</tbody>
</table>

© Commissioners Court (thru J. Allen Clemson)
Donald Holzworth
file:/c:/mwbievals2001-171.wpd

509 Main Street        Suite 613        Dallas, Texas 75202
### Male

<table>
<thead>
<tr>
<th>Category</th>
<th>White</th>
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<th>Hispanic</th>
<th>Native American</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
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<td>Service Workers</td>
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### Female

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<td>Officials/Managers</td>
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<tr>
<td>Craft Workers (Skilled)</td>
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<td>Service Workers</td>
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<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>69</td>
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<tr>
<th>Category</th>
<th>Minority-Owned Firm Certification #</th>
<th>Women-Owned Firm Certification #</th>
<th>Other</th>
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</thead>
<tbody>
<tr>
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<td>Issued by NCTECA</td>
<td>Issued by NCTECA</td>
<td></td>
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<tr>
<td>X</td>
<td>Brent Leftwich</td>
<td>Chief Executive Officer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Brent Leftwich</td>
<td></td>
<td></td>
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</table>

Signature/Date: Brent Leftwich 8/2/01
September 4, 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. 6, 27, and 33
Work Order No. 12

Background of Issue:

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. Work Order No. 12 will be for complete right of way acquisition services on: CMAQ No. 6 (Fort Worth Avenue at Hampton Road, Project No. 00046 and Singleton Boulevard at Sylvan Avenue, Project No. 00048); CMAQ No. 27 (Reeder Road at Royal Lane, Project No. 00120 and Forest Lane at Webb Chapel Road, Project No. 00117); and CMAQ No. 33 (Alpha Road at Noel Road, Project No. 00138).

Impact on Operations and Maintenance:

This outsourcing resource assistance will assist the Property Division to expedite acquisition of these parcels and clear ROW for TxDOT construction of these improvements.

Financial Impact/Considerations:

The following right of way services fees were negotiated:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Fee</td>
<td>$ 94,675.00</td>
</tr>
<tr>
<td>Reimbursable Costs</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Total Work Order No. 12</td>
<td>$104,675.00</td>
</tr>
</tbody>
</table>

Funding is available in Fund 0190, Project 00046, 00048, 00120, 00117, 00138.
Performance Measures Impact:

CMAQ No. 6, 27, and 33 Intersection Projects are included in the Public Works Department’s 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/Implementation:

Contract Land Staff, Inc. is prepared to commence acquisition activities upon receipt of “Notice to Proceed”. Time of completion for Work Order No. 12 will be 300 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. 12 and considers this fee to be fair and reasonable. It is recommended that Work Order No. 12, CMAQ No. 6, 27, and 33 Intersection Projects be awarded to Contract Land Staff, Inc. in the not to exceed amount of $104,675.00 to be funded from Fund 0190.

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

APPROVED BY:

[Signature]
Donald R. Holzwarth, P.E.
Director of Public Works

SC:cd
Selas 2001-01/CLS Brief WO 6 27 33

Attachment
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, project administration, negotiation services, closing services, and condemnation support of right of way (ROW), for CMAQ 6 Project (Fort Worth Avenue @ Hampton Road and Singleton Boulevard, @ Sylvan Avenue), CMAQ 27 Project (Reeder Road @ Royal Lane and Forest Lane @ Webb Chapel Road), and CMAQ 33 Project (Alpha Road @ Noel Road).

TOTAL BASIC FEE (PART A)
(BASED ON ATTACHED SCHEDULE) $94,675.00

TOTAL REIMBURSABLE CHARGES (PART B)
(BASED ON ATTACHED SCHEDULE) $10,000.00

WORK ORDER
(PART A & PART B) $104,675.00

TIME OF COMPLETION, within three hundred (300) 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 as amended, 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 K. Holzwarth, P.E.
Director of Public Works

APPROVED BY: Lee F. Jackson
Dallas County Judge

ACCEPTED BY: Laurie Markoe
Vice President, General Manager
Contract Land Staff, Inc.
ATTACHMENT TO WORK ORDER NO. 12

SCHEDULE OF RIGHT-OF-WAY SERVICES

PART A.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>FEE RATE/PARCEL</th>
<th>NO. UNITS</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Administration</td>
<td>$1,600.00/PARCEL</td>
<td>13</td>
<td>$20,800.00</td>
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<tr>
<td>Appraisal: ¹</td>
<td>$/PARCEL</td>
<td>13</td>
<td>$33,500.00</td>
</tr>
<tr>
<td>Negotiation: ²</td>
<td>$/PARCEL</td>
<td>13</td>
<td>$29,000.00</td>
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<tr>
<td>Condemnation Support:</td>
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<tr>
<td>Appraisal</td>
<td>$ 125.00 /HOUR</td>
<td>Refer to Part B</td>
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<tr>
<td>Administration/</td>
<td>$ 60.00 /HOUR</td>
<td>Refer to Part B</td>
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<tr>
<td>Coordination of</td>
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<tr>
<td>Exhibits</td>
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<td>Title:</td>
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<td>13</td>
<td>$2,925.00</td>
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<tr>
<td>TOTAL PART A</td>
<td></td>
<td></td>
<td>$94,675.00</td>
</tr>
</tbody>
</table>

¹ Appraisals will be invoiced by intersection and parcel per attached detail.
² Negotiations will be invoiced by intersection and parcel per attached detail.
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 $2,500.00.

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 $7,500.00.

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

<table>
<thead>
<tr>
<th>TOTAL PART B</th>
<th>$10,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL PART A and PART B</td>
<td>$104,675.00</td>
</tr>
</tbody>
</table>
## Detail of Appraisal and Negotiation Costs

**Work Order Number 12**

<table>
<thead>
<tr>
<th>Intersection/Parcel</th>
<th>Appraisal Type</th>
<th>Appraisal Fee</th>
<th>Negotiations Fee</th>
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<tbody>
<tr>
<td>Fort Worth Avenue @ Hampton Road³</td>
<td>Short Form</td>
<td>$2,500.00</td>
<td>2,250.00</td>
</tr>
<tr>
<td>Parcel 1E</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parcel 2</td>
<td></td>
<td>$2,500.00</td>
<td>2,250.00</td>
</tr>
<tr>
<td>Parcel 3</td>
<td></td>
<td>$2,500.00</td>
<td>2,250.00</td>
</tr>
<tr>
<td>Total, Fort Worth Avenue @ Hampton Road</td>
<td></td>
<td>$7,500.00</td>
<td>6,750.00</td>
</tr>
</tbody>
</table>

| Singleton Boulevard @ Sylvan Avenue³ | Short Form | $2,750.00 | 2,500.00 |
| Parcel 1 | | | |
| Parcel 2 | | $2,750.00 | 2,500.00 |
| Total, Singleton Boulevard @ Sylvan Avenue | | $5,500.00 | 5,000.00 |

| Reeder Road @ Royal Lane⁴ | Short Form | $1,750.00 | 1,750.00 |
| Parcel 1 | | | |
| Parcel 2 | | $1,750.00 | 1,750.00 |
| Parcel 3 | | $1,750.00 | 1,750.00 |
| Total Reeder Road @ Royal Lane | | $5,250.00 | 5,250.00 |

| Forest Lane @ Webb Chapel Road⁴ | Short Form | $2,250.00 | 2,250.00 |
| Parcel 1 | | | |
| Parcel 2 | | $2,250.00 | 2,250.00 |
| Total, Forest Lane @ Webb Chapel Road | | $4,500.00 | 4,500.00 |

| Alpha Road @ Noel Road³ | Long Form | $6,500.00 | 3,250.00 |
| Parcel 1 | | | |
| Parcel 2 | Short Form | $2,750.00 | 2,500.00 |
| Parcel 3 | Short Form (Vacant) | $1,500.00 | 1,750.00 |
| Total, Alpha Road @ Noel Road | | $10,750.00 | 7,500.00 |

**Total, All Intersections/Parcels** | **$33,500.00** | **$29,000.00**

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³ Appraisals to be prepared by Law Realty Advisors
⁴ Appraisals to be prepared by Integra Realty Resources
August 29, 2001

MEMORANDUM

TO: Commissioners Court

THRU: Commissioner Mike Cantrell
       Road and Bridge District Number 2

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

SUBJECT: Clay Road Project 91-846
       (East Glen Road to SH 352)
       Construction Contract Award and Execution of City/County Agreements

BACKGROUND

Funding for design, right of way acquisition and construction of the Clay Road project in the amount of $2,250,000 was approved by the voters of Dallas County in the 1991 Bond Program. Improvements include upgrading the 1.4 mile section of Clay Road from East Glen Road to SH 352 from the present two lane undivided asphalt road with open ditches to a four lane concrete divided thoroughfare with an enclosed storm drainage system. The project is located in the Cities of Mesquite and Sunnyvale and Road and Bridge District No. 2.

Bids were received on May 31, 2001 with seven bidders responding to bid number 2001-138-895. Ed Bell Construction Company has submitted the lowest and best bid in the amount of $3,508,909.43. A summary of the bids for this project follows and the complete bid tabulation is attached.

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ed Bell Construction</td>
<td>$3,508,909.43</td>
</tr>
<tr>
<td>Tiseo Paving Company</td>
<td>$3,638,658.50</td>
</tr>
<tr>
<td>Mario Sinacola &amp; Sons</td>
<td>$3,997,373.17</td>
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<tr>
<td>Angelo Iafrate Construction</td>
<td>$4,136,709.90</td>
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<tr>
<td>Texas-Sterling Construction, Inc.</td>
<td>$4,137,342.35</td>
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<tr>
<td>Site Concrete, Inc.</td>
<td>$4,144,286.46</td>
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<tr>
<td>S.J. Louis Construction</td>
<td>$4,970,625.50</td>
</tr>
</tbody>
</table>

By execution of the attached Interlocal Agreements the cities of Mesquite and Sunnyvale have agreed to fund their portion of the construction costs.

411 Elm Street, 4th Floor        Dallas, Texas 75202        214-653-7151
FINANCIAL IMPACT

Subsequent to the transfer of $2,226,409 from the Bond Fund 424 “bucket” of funds, there will be sufficient funds in the project to fund the construction contract with Ed Bell Construction Company in the amount of $3,508,909.43 to be paid $10,900 from Bond Fund 414, $1,272,146.56 from Bond Fund 418 and $2,226,409 from Bond Fund 424 for Code 08311, Project 50165, Clay Road Project 91-846, with the City of Mesquite to reimburse $8,339 and the Town of Sunnyvale to reimburse $415,053.

MINORITY/WOMEN OWNED BUSINESS IMPACT

A report from the Director of MWBE Affairs is attached.

PROJECT SCHEDULE

There are 400 working days allotted to this contract. Work is expected to begin in mid-September, 2001. This project is scheduled to be completed in the Spring of 2003.

RECOMMENDATION

It is recommended that the construction contract for the Clay Road Project No 91-846 be awarded to Ed Bell Construction Company in the amount of $3,508,909.43. If Commissioners Court is in agreement a court order will be placed on the next regular agenda authorizing and directing the County Judge to execute the attached Supplemental City/County Agreements with the Town of Sunnyvale and the City of Mesquite and a construction contract with Ed Bell Construction Company.

APPROVED BY

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

jcn

411 Elm Street, 4th Floor Dallas, Texas 75202 214-653-7151
SUPPLEMENTAL
CITY/COUNTY AGREEMENT

WHEREAS, the City of Mesquite, hereinafter called "City" and the County of Dallas, Texas, hereinafter called "County", desire to enter into a Supplemental City/County Agreement to the Interlocal Contract for the Implementation of the 1991 Bond Program, approved by Court Order 92-644 dated April 28, 1992, to provide for the funding of construction of city-requested items in connection with the Clay Road Project No. 91-846 from East Glenn Road to SH 352 in the City of Mesquite and County of Dallas, Texas, (hereinafter called the "Project"); and

WHEREAS, Chapter 791 of the Texas Government Code, provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, funding for the Project is authorized by the 1991 County of Dallas Transportation Bond Program.

NOW THEREFORE, THIS SUPPLEMENTAL CITY/COUNTY AGREEMENT (hereinafter called the "Agreement") is hereby made and entered into by the "City" and "County", in consideration of the mutual promises and covenants stated below:
WITNESSETH

I.

City hereby requests that County provide for construction of City-requested items in connection with the Project, as specified in Attachment A, attached hereto and incorporated herein for all purposes. City agrees to participate in the cost of the Project to the extent of the items of construction requested by City as described in Attachment A. The amount of City's share of funding for design and construction of the Project shall not exceed Eight Thousand Three Hundred Thirty-nine and five/hundredths ($8,339.05) Dollars.

II.

City agrees to provide all funding, including costs of design, for the City requested items from current revenues available to the City. Subsequent to County receipt of construction contract bids and prior to the award of such contract, County shall notify City of the total cost of construction of City funded items as determined by the unit bid prices for the City-funded quantity of work and design cost. Subject to the not-to-exceed amount stated in Paragraph I above, City shall establish an escrow account and shall deposit funds equal to City's share of the total cost of Project construction in said account prior to the award of the construction contract. County will bill City on a monthly basis, based upon actual City-funded work performed during the month. City agrees to pay such billing within thirty (30) days after receipt of the monthly billing. Upon completion of the Project, County will do a final accounting of the cost of City-funded items. In the event that the amount paid by City exceeds the actual cost, the difference will be remitted to City within thirty (30) days after completion of the final accounting. In the event that additional funds are due for City
requested items, County will bill City in the amount of the additional funds; provided, however, that in the event the additional funding required exceeds the not-to-exceed amount stated in Paragraph I above, payment can only be made by City pursuant to supplemental agreement authorized by resolution of the City Council and City shall not be obligated to make payment in excess of the not-to-exceed amount stated above until authorization is obtained from the City Council. City agrees to pay such additional funds, if and when authorized, within thirty (30) days after receipt of the billing from County or authorization from the City Council, as applicable.

III.

City hereby agrees to provide water and wastewater inspection services for the City-funded work in coordination with the County through County’s Department of Public Works.

IV.

City agrees to be responsible for approval of all design changes and to provide for any additional funding necessitated thereby or for any increase in quantity of construction for City-funded work. Adjustments in City funding shall be approved by duly authorized supplemental agreement in accordance with the Charter and ordinances of the City of Mesquite.

V.

County hereby agrees to provide for advertisement for bids and award of contract for construction on the Project and to provide for contract administration, construction inspection and materials testing in accordance with the approved plans and specifications, subject to County funding participation as provided in the 1991 Bond Program authorization for this Project.

Supplemental City/County Agreement
Clay Road Project No. 91-846
East Glenn Road to SH 352
VI.

County hereby agrees that construction will not commence until this Agreement has been fully executed by the City and the County.

VII.

County hereby agrees that it will not make any payment, progress or final, to the contractor performing the City-funded work under this Agreement until construction has been approved in writing by the City. County agrees that all payments to the contractor shall be based on measured quantities of the Work completed, as furnished to the County by the City’s authorized inspector/representative.

VIII.

County hereby agrees to provide all right-of-way within the City of Dallas for construction of the Project and the Work. City hereby agrees to provide all right-of-way within the City of Mesquite for construction of the Project and the Work.

IX.

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

X.

This Agreement shall be expressly subject to the County’s Sovereign Immunity and the Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This Agreement and all matters pertinent thereto shall be

Supplemental City/County Agreement
Clay Road Project No. 91-846
East Glenn Road to SH 352
construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XI.

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

XII.

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

XIII.

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

XIV.

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

XIII.

This Agreement embodies the complete agreement of the parties, superseding all oral or written

Supplemental City/County Agreement
Clay Road Project No. 91-846
East Glenn Road to SH 352
previous and contemporary agreements between the parties and relating to matters in this Agreement
and, except as otherwise provided herein, cannot be modified without written supplemental
agreement of the parties to be attached hereto and made a part of this Agreement.

Executed as of the Effective Date.

COUNTY OF DALLAS

BY: Lee F. Jackson
County Judge

Date

CITY OF MESQUITE

BY: Mike Anderson,
mayor

7/24/01

Date

APPROVED AS TO FORM:

Assistant District Attorney

Date 7-3-01

APPROVED AS TO FORM:

Date 7-16-01

Supplemental City/County Agreement
Clay Road Project No. 91-846
East Glenn Road to SH 352
"ATTACHMENT A"

CLAY ROAD PROJECT 91-846
(EAST GLENN BLVD. TO SH 352)

SUPPLEMENTAL CITY/COUNTY AGREEMENT

EXPENDITURES

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<td>TOWN OF SUNNYVALE ITEMS</td>
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<td>CITY OF MESQUITE ITEMS</td>
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<td>CONTINGENCIES</td>
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<td>ADMINISTRATIVE COSTS</td>
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<td>CONSTRUCTION MATERIALS TESTING</td>
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<td>RAILROAD CROSSING/SIGNAL</td>
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<td>UTILITY ADJUSTMENT (MCI/WORLDCOM)</td>
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TOTAL PROJECT COSTS $4,397,465

DALLAS COUNTY AUTHORIZATION AND OTHER FUNDING

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<th>Description</th>
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<td>DALLAS COUNTY 1991 BOND PROGRAM</td>
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<td>Authorization</td>
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<tr>
<td>ADDITIONAL DALLAS COUNTY FUNDING</td>
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<td>FUNDING FROM BRUTON ROAD PROJECT</td>
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<tr>
<td>TOWN OF SUNNYVALE</td>
<td>$415,053</td>
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<tr>
<td>CITY OF MESQUITE</td>
<td>$8,339</td>
</tr>
</tbody>
</table>

TOTAL PROJECT FUNDING $4,397,465
STATE OF TEXAS

COUNTY OF SUNNYVALE

SUPPLEMENTAL CITY/COUNTY AGREEMENT

WHEREAS, the Town of Sunnyvale, hereinafter called "City" and the County of Dallas, Texas, hereinafter called "County", desire to enter into a Supplemental City/County Agreement to the Interlocal Contract for the Implementation of the 1991 Bond Program, approved by Court Order 93-1296 dated August 3, 1993, to provide for the funding of construction of city-requested items in connection with the Clay Road Project No. 91-846 from East Glenn Road to SH 352 in the City of Sunnyvale and County of Dallas, Texas, (hereinafter called the "Project"); and

WHEREAS, Chapter 791 of the Texas Government Code, provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, funding for the Project is authorized by the 1991 County of Dallas Transportation Bond Program.

NOW THEREFORE, THIS SUPPLEMENTAL CITY/COUNTY AGREEMENT (hereinafter called the "Agreement") is hereby made and entered into by the "City" and "County", in consideration of the mutual promises and covenants stated below:

Supplemental City/County Agreement
Clay Road Project No. 91-846
East Glenn Road to SH 352
City hereby requests that County provide for construction of City-requested items in connection with the Project, as specified in Attachment A, attached hereto and incorporated herein for all purposes. City agrees to participate in the cost of the Project to the extent of the items of construction requested by City as described in Attachment A. The amount of City’s share of funding for design and construction of the Project shall not exceed Four Hundred Fifteen Thousand, Fifty-three and forty-five/hundredths ($415,053.45) Dollars.

II.

City agrees to provide all funding, including costs of design, for the City requested items from current revenues available to the City. Subsequent to County receipt of construction contract bids and prior to the award of such contract, County shall notify City of the total cost of construction of City funded items as determined by the unit bid prices for the City-funded quantity of work and design cost. Subject to the not-to-exceed amount stated in Paragraph I above, City shall establish an escrow account and shall deposit funds equal to City’s share of the total cost of Project construction in said account prior to the award of the construction contract. County will bill City on a monthly basis, based upon actual City-funded work performed during the month. City agrees to pay such billing within thirty (30) days after receipt of the monthly billing. Upon completion of the Project, County will do a final accounting of the cost of City-funded items. In the event that the amount paid by City exceeds the actual cost, the difference will be remitted to City within thirty (30) days after completion of the final accounting. In the event that additional funds are due for City
requested items, County will bill City in the amount of the additional funds; provided, however, that in the event the additional funding required exceeds the not-to-exceed amount stated in Paragraph I above, payment can only be made by City pursuant to supplemental agreement authorized by resolution of the City Council and City shall not be obligated to make payment in excess of the not-to-exceed amount stated above until authorization is obtained from the City Council. City agrees to pay such additional funds, if and when authorized, within thirty (30) days after receipt of the billing from County or authorization from the City Council, as applicable.

III.

City hereby agrees to provide water and wastewater inspection services for the City-funded work in coordination with the County through County’s Department of Public Works.

IV.

City agrees to be responsible for approval of all design changes and to provide for any additional funding necessitated thereby or for any increase in quantity of construction for City-funded work. Adjustments in City funding shall be approved by duly authorized supplemental agreement in accordance with the Charter and ordinances of the City of Sunnyvale.

V.

County hereby agrees to provide for advertisement for bids and award of contract for construction on the Project and to provide for contract administration, construction inspection and materials testing in accordance with the approved plans and specifications, subject to County funding participation as provided in the 1991 Bond Program authorization for this Project.

Supplemental City/County Agreement
Clay Road Project No. 91-846
East Glenn Road to SH 352
VI.

County hereby agrees that construction will not commence until this Agreement has been fully executed by the City and the County.

VII.

County hereby agrees that it will not make any payment, progress or final, to the contractor performing the City-funded work under this Agreement until construction has been approved in writing by the City. County agrees that all payments to the contractor shall be based on measured quantities of the Work completed, as furnished to the County by the City’s authorized inspector/representative.

VIII.

County hereby agrees to provide all right-of-way within the City of Dallas for construction of the Project and the Work. City hereby agrees to provide all right-of-way within the City of Sunnyvale for construction of the Project and the Work.

IX.

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

X.

This Agreement shall be expressly subject to the County’s Sovereign Immunity and the Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This Agreement and all matters pertinent thereto shall be

Supplemental City/County Agreement
Clay Road Project No. 91-846
East Glenn Road to SH 352
construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XI.

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

XII.

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

XIII.

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

XIV.

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

XIII.

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

Executed as of the Effective Date.

COUNTY OF DALLAS

BY: Lee F. Jackson
County Judge

Date

TOWN OF SUNNYVALE

BY:

Date 7/20/01

APPROVED AS TO FORM:

Maurice Powell
Assistant District Attorney

Date 7-3-01

APPROVED AS TO FORM:

Supplemental City/County Agreement
Clay Road Project No. 91-846
East Glenn Road to SH 352
"ATTACHMENT A"

CLAY ROAD PROJECT 91-846
(EAST GLENN BLVD. TO SH 352)

SUPPLEMENTAL CITY/COUNTY AGREEMENT

EXPENDITURES

PAVING AND DRAINAGE CONSTRUCTION $3,360,517
TOWN OF SUNNYVALE ITEMS $140,053
CITY OF MESQUITE ITEMS $8,339
CONTINGENCIES $166,857
ADMINISTRATIVE COSTS $236,084
DESIGN $199,989
CONSTRUCTION MATERIALS TESTING $40,670
RAILROAD CROSSING/SIGNAL $177,956
UTILITY ADJUSTMENT (MCI/WORLDCOM) $67,000

TOTAL PROJECT COSTS $4,397,465

DALLAS COUNTY AUTHORIZATION AND OTHER FUNDING

DALLAS COUNTY 1991 BOND PROGRAM $2,250,000
AUTHORIZATION
ADDITIONAL DALLAS COUNTY FUNDING $1,224,073
FUNDING FROM BRUTON ROAD PROJECT $500,000
TOWN OF SUNNYVALE $415,053
CITY OF MESQUITE $8,339

TOTAL PROJECT FUNDING $4,397,465
MEMORANDUM

DATE: August 30, 2001
TO: James Smith, Public Works
FROM: Irvin Hicks, Coordinator - Minority Affairs
SUBJECT: M/WBE Review of Bid# 2001-138-895 (Clay Road-East Glenn to SH 352)

Jim,

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

**Mario Sinacola & Sons Excavating**
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Environmental</td>
<td>TBD</td>
<td>2.6</td>
</tr>
<tr>
<td>McRyan Trucking</td>
<td>TBD</td>
<td>0.4</td>
</tr>
<tr>
<td>Tomas Reyes Trucking</td>
<td>TBD</td>
<td>2.0</td>
</tr>
</tbody>
</table>

Points: 0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
9

**Tisceo Paving**
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>T &amp; R Demolition</td>
<td>245,000</td>
<td>6.75</td>
</tr>
<tr>
<td>Santos Construction</td>
<td>25,000</td>
<td>0.69</td>
</tr>
<tr>
<td>Andrews Paving</td>
<td>90,000</td>
<td>2.48</td>
</tr>
<tr>
<td>K &amp; S Utilities</td>
<td>780,000</td>
<td>21.50</td>
</tr>
</tbody>
</table>

Points: 0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
9
Angelo Infrate Construction LLC
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Environmental</td>
<td>75,000</td>
<td>1.8</td>
</tr>
<tr>
<td>Rambo Contracting</td>
<td>100,000</td>
<td>2.5</td>
</tr>
<tr>
<td>Reyes Trucking</td>
<td>25,000</td>
<td>0.6</td>
</tr>
<tr>
<td>T.P. Mex, Inc.</td>
<td>25,000</td>
<td>0.6</td>
</tr>
</tbody>
</table>

Points 0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
9

Texas-Sterling Construction, Inc.
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>T.P. Mex Inc.</td>
<td>27,159</td>
<td>0.66</td>
</tr>
<tr>
<td>JTM Materials, Inc.</td>
<td>107,377</td>
<td>2.60</td>
</tr>
</tbody>
</table>

Points 0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
9

S. J. Louis Construction of TX LTD
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>SYB Construction Co.</td>
<td>1,500,000</td>
<td>30.00</td>
</tr>
<tr>
<td>Rambo Contractors, Inc.</td>
<td>75,000</td>
<td>1.50</td>
</tr>
<tr>
<td>Tomas Reyes Trucking</td>
<td>15,000</td>
<td>0.30</td>
</tr>
</tbody>
</table>

Points 0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
9
Site Concrete, 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>
<tr>
<td>0</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>
MEMORANDUM

DATE: August 30, 2001

TO: J. Allen Clemson,
Court Administrator

FROM: Irvin Hicks
Coordinator - Minority Affairs

SUBJECT: M/WBE Review of Bid# 2001-138-895 (Clay Road-East Glenn to SH 352) (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>Mario Sinacola &amp; Sons Excavating</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Tuseo Paving</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Angelo Infrate Construction LLC</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Texas-Sterling Construction, Inc.</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>S. J. Louis Construction of TX LTD</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Site Construction</td>
<td>3</td>
<td>Y</td>
</tr>
</tbody>
</table>

cc: Commissioners Court (thru J. Allen Clemson)
James Smith
Huntsville
torhino.com/2001-138.wpd

509 Main Street Suite 613 Dallas, Texas 75202
September 4, 2001

To: Commissioners Court
From: Craig Pardue
      Assistant Administrator Government Affairs
Through: Allen Clemson
         Administrator for Commissioners Court
Subject: Fiscal Benefits of the Dallas County Legislative Package

**Background**
There were 22 bills in the Dallas County legislative package passed by the 77th Legislature. The Governor signed 20 of these bills into law and vetoed two. The Commissioners Court asked staff to prepare an analysis of the fiscal benefits of the 20 bills from our package that were signed into law.

**Implementation**
The Court has already adopted the Court Orders necessary to implant this legislation.

**Recommendation**
N/A

**Fiscal Impact**
Staff, after consulting with the department heads and elected officials that recommended legislation for our legislative package has determined that there are eleven bills in our package that will have a fiscal impact on the County budget. The remaining nine will have impact on County operations but not necessarily the budget. See graph on next page.
<table>
<thead>
<tr>
<th>BILL #</th>
<th>Description</th>
<th>ANNUAL COST SAVINGS</th>
<th>ANNUAL NEW REVENUE</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>HB1107</td>
<td>County law library fund</td>
<td></td>
<td>$175,000</td>
<td>Dedicated for the purchase of Library materials or equipment including computers, software and subscriptions for electronic research by Judges.</td>
</tr>
<tr>
<td>HB1619</td>
<td>County Purchasing credit card program</td>
<td>$105,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HB2368</td>
<td>Fee increase for Adoption Social Studies</td>
<td></td>
<td>$70,000</td>
<td></td>
</tr>
<tr>
<td>HB2638</td>
<td>Dallas County Child Support to retain funding source</td>
<td></td>
<td>$90,000</td>
<td></td>
</tr>
<tr>
<td>HB3150</td>
<td>County official travel services</td>
<td></td>
<td></td>
<td>Unable to estimate until a years data is collected</td>
</tr>
<tr>
<td>HB3586</td>
<td>Dallas County Court fees</td>
<td></td>
<td>$1,200,000</td>
<td>Dedicated for court facility improvement cost</td>
</tr>
<tr>
<td>SB201</td>
<td>Authority to transact business on-line</td>
<td></td>
<td>$600,000</td>
<td></td>
</tr>
<tr>
<td>SB220</td>
<td>County Sheriff to conduct safety inspections</td>
<td></td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>SB256</td>
<td>Recover all costs associated with delinquent tax auctions</td>
<td></td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>SB335</td>
<td>County to take advantage of National Purchasing Agreements</td>
<td></td>
<td></td>
<td>Unable to estimate until a years data is collected</td>
</tr>
<tr>
<td>SB1778</td>
<td>Contract with a collection firm to secure Court cost fees and fines</td>
<td></td>
<td></td>
<td>Unable to estimate until a years data is collected</td>
</tr>
</tbody>
</table>

Prepared by
Craig Pardue

Approved by
Allen Clemson

CP/rs
## Dallas Co. Commissioners Court
### Bill Progress Matrix
08-29-01 - 10:44:18

*Note: Links connect to associated text for the respective action.*

<table>
<thead>
<tr>
<th>Bill</th>
<th>Description</th>
<th>Author</th>
<th>1st-Chamber</th>
<th>Comm Report</th>
<th>Passed</th>
<th>2nd-Chamber</th>
<th>Comm Report</th>
<th>Passed</th>
<th>Signed Fili/Vet</th>
</tr>
</thead>
<tbody>
<tr>
<td>HB 656</td>
<td>Statute of limitations for sex</td>
<td>Goolsby</td>
<td>2/1 CRIM JUR</td>
<td>3/5</td>
<td>3/14</td>
<td>3/19 CRIM JUR</td>
<td>3/26</td>
<td>4/4</td>
<td>4/20s</td>
</tr>
<tr>
<td>HB 1091</td>
<td>County civil service</td>
<td>Reyna E</td>
<td>2/7 COUNTY</td>
<td>4/4cs</td>
<td>4/20cs</td>
<td>4/24 IGR</td>
<td>5/9</td>
<td>5/17</td>
<td>6/14s</td>
</tr>
<tr>
<td>HB 1107</td>
<td>County law library fund</td>
<td>Hartnett</td>
<td>2/7 JUD AFFAIR</td>
<td>4/2cs</td>
<td>4/20cs</td>
<td>4/24 IGR</td>
<td>5/9ca</td>
<td>5/17ca/a</td>
<td>6/15s</td>
</tr>
<tr>
<td>HB 1393</td>
<td>Overpayment of ad valorem</td>
<td>Hodge</td>
<td>2/12 WAYN</td>
<td>3/26</td>
<td>4/5</td>
<td>4/9 IGR</td>
<td>5/9</td>
<td>5/22</td>
<td>6/14s</td>
</tr>
<tr>
<td>HB 1735</td>
<td>Nature center admission fees</td>
<td>Allen</td>
<td>2/19 COUNTY</td>
<td>3/9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>HB 2481</td>
<td>Manufactured home in a</td>
<td>Jones J</td>
<td>2/7 6 LAND MAN</td>
<td>4/17cs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HB 2929</td>
<td>Restitution liens</td>
<td>Marchant</td>
<td>3/12 CRIM JUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SB 173</td>
<td>Refund of bond in a criminal</td>
<td>Carona</td>
<td>1/11 CRIM JUR</td>
<td>2/5cs</td>
<td>2/12cs/a</td>
<td>2/14 CRIM JUR</td>
<td>5/15</td>
<td>5/23a</td>
<td>6/17v</td>
</tr>
<tr>
<td>SB 201</td>
<td>County and city Internet</td>
<td>Carona</td>
<td>1/11 IGR</td>
<td>3/14cs</td>
<td>3/20cs/a</td>
<td>3/22 COUNTY</td>
<td>4/10</td>
<td>4/27</td>
<td>5/11s</td>
</tr>
<tr>
<td>SB 220</td>
<td>Weight limitations on motor</td>
<td>Shapiro</td>
<td>1/16 S-STATU</td>
<td>2/28cs</td>
<td>3/6cs/a</td>
<td>3/8 TRANS</td>
<td>4/27cs</td>
<td>5/23cs/a</td>
<td>6/15s</td>
</tr>
</tbody>
</table>

08/29/2001
<table>
<thead>
<tr>
<th>Bill</th>
<th>Description</th>
<th>Author</th>
<th>1st-Chamber</th>
<th>Comm Report</th>
<th>Passed</th>
<th>2nd-Chamber</th>
<th>Comm Report</th>
<th>Passed</th>
<th>Signed Fil/Vet</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>- Totals -</td>
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<td>23</td>
<td>23</td>
<td>22</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>100%</td>
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<td></td>
<td>100.0%</td>
<td>96.2%</td>
<td>88.5%</td>
<td>88.5%</td>
<td>84.6%</td>
<td>84.6%</td>
<td></td>
</tr>
</tbody>
</table>

- End of Listing -
September 4, 2001

To: Commissioners Court

From: Dan Savage
Assistant Administrator for Operations

Subject: Mock-Up Window for Old Red Courthouse

Background
A significant part of the Phase I construction work on the Old Red Courthouse involves the replacement of the present windows with historically accurate wood framed windows. These windows need to be constructed with five objectives in mind: (1) they must be historically accurate in design, (2) they must provide a certain amount of UV protection, especially for the museum portion of the building, (3) they must have certain acoustical properties, (4) they must be low maintenance over the long term, and (5) they must be energy efficient. To aid in the preparation of the final plans and specifications for the windows, it will be helpful to build and install a sample window on the second floor of the east end of the building. James Pratt, the Old Red Architect, has asked for a proposal from Leeds Clark, Inc., to construct a mock-up window using sinker cypress hardwood. This company built the windows for the recently renovated Hill County courthouse in Hillsborough. A copy of the proposal is attached. Once this window is constructed and installed, it can be evaluated against the five objectives stated above.

Impact on Operations
The new window will have a considerable impact on the appearance and operating characteristics of the building. Construction of the mock-up will provide an opportunity to evaluate the proposed design and make any needed changes in the plans and specifications before the construction work is bid.

Financial Impact
The cost of this mock-up is $12,210. Funds for this work are included in the FY 2001 Major Capital Improvement Fund in account 196.2001.

MWBE
Not applicable.
Legal
This work will be undertaken as amendment No. 3 to the contract with James Pratt Architecture Urban Design, Inc., for the Old Red Courthouse Preservation Project initially awarded by Court Order 2001-94, on January 23, 2001.

Recommendation
I recommend that Amendment No. 3 to the contract with James Pratt Architecture Urban Design, Inc., in the amount of $12,210, for the design, construction and installation of a mock-up window for the Old Red Courthouse Preservation Project be approved. If the Commissioners Court agrees with this recommendation, a Court Order authorizing this action will be presented at the next Court meeting.

Recommended by

[Signature]
Dan Savage
Assistant Administrator for Operations

cc: Allen Clemson

DS/rs
PROFESSIONAL SERVICES
SUPPLEMENTAL AUTHORIZATION
AIA DOCUMENT G604 (Instructions on reverse side)

In accordance with the written Agreement dated as of January 25, 2001
between the parties designated below for

THE PROJECT:

Phase I- Old Red Preservation Project, Order No. 2001-194

The Dallas County hereby authorizes the Architect to:

☑ Proceed with Additional Services
☐ Proceed with revised scope of services
☐ Incur Reimbursable Expenses
☐

as follows:
Engage LeedsClark, Inc. to fabricate and install a full-size mockup of a 5'x10' wood double hung window, in place on the 2nd floor of the Old Red Courthouse. The mockup will include interior trim and interior storm sash for a complete installation.

Compensation shall be adjusted as follows:
(Here insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Add the sum of $11,107 x 1.1 = $12,210

Time for performance shall be adjusted as follows:
(Here insert provisions covering time of commencement and completion of authorized services as applicable.)

NOT APPLICABLE

Upon return of a fully executed authorization, this service shall become a part of the Agreement identified above.

APPROVED BY:  APPROVED BY:

NAME ___________________________ NAME ___________________________

BY ___________________________ BY ___________________________

TITLE ___________________________ TITLE ___________________________

DATE ___________________________ DATE ___________________________

AIA DOCUMENT G604 • PROFESSIONAL SERVICES SUPPLEMENTAL AUTHORIZATION • MARCH 1979 EDITION • AIA®
©1979 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006 G604—1979
A. GENERAL INFORMATION

AIA Document G604 is a new document. It is intended to formalize the procedures for authorizing supplemental professional services such as expanding the scope of Basic Services, incurring Reimbursable Expenses or proceeding with certain Additional Services. It should only be used to record actions authorized in accordance with an original Agreement for professional services. It will provide a written record of such authorizations, including particular activities, time spans and compensation involved.

B. COMPLETING THE G604 FORM

The date to be filled in on the first line should be the date of the original Agreement between the parties.

The Project should be described as it is on the Agreement form.

The document is flexible for use by any two parties. Therefore, the Owner could authorize the Architect to perform some action or the Owner could be authorized by the Architect to perform some action. A line should be used in the blanks appropriately.

One or more sections can be designated and each should be fully described after the title as follows:

Complete provisions for compensation and time of performance should be listed. Often the basis of compensation will be covered in the Agreement, such as for Additional Services. Whether by reference, restatement or new agreement, full particulars of compensation and time should be included here. For example: "Compensation for Additional Services shall be in accordance with Paragraph 14.4 or the Agreement..." The time for performance of the Design Development services shall be extended by twenty-one (21) calendar days.

In additional sheets are used to describe authorized action, compensation or time of performance, they should be identified at the applicable place, and the number of additional sheets should be stated. It is advisable for both parties to initial and date all such sheets.

The document should be signed in a manner consistent with that of the original Agreement. In case of any question, it is appropriate to ascertain whether the other party has authority to authorize or agree to perform the activities contemplated.
ORDER NO.: _______________________

DATE: _______________________

STATE OF TEXAS §

COUNTY OF DALLAS §

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

______________, 2001, on motion made by ____________________________________________, and

seconded by ____________________________________________, the

following Order was adopted:

WHEREAS, a lawsuit was filed by Transworld Services, Inc. in Cause No.DV00-06253-B, styled

Transworld Services, Inc. v. BLJ & Associates, Inc.; Mike Pappas, Constable; and Reza Fatemian, et. al. and was

presented to the Court in Executive or Closed Session on August 14, 2001 as permitted by the Texas Open Meetings

Act, Chapter 551, Texas Government Code for Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) for

settlement; and

WHEREAS, the department involved in this claim is Dallas County Constable, Precinct 1; and

WHEREAS, a settlement has been reached between the parties; and

WHEREAS, an investigation has been made by the Civil Section of the Criminal District Attorney's Office.

and Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) was found to be a reasonable amount for settlement

and

WHEREAS, a release from all further liability of the County of Dallas concerning the award of settlement in

this cause of action will be obtained.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that BLJ & Associates, Inc. be paid Two

Thousand Five Hundred and 00/100 Dollars ($2,500.00) as full payment of settlement by the County of Dallas, Texas.

DONE IN OPEN COURT this the ______ day of __________________, 2001.

______________________________________________

Lee F. Jackson, County Judge

Jim Jackson, Comm. Dist. #1

John Wiley Price, Comm. Dist. #3

Mike Cantrell, Comm. Dist. #2

Kenneth A. Mayfield, Comm. Dist. #4

John Clark Long, IV

Recommended for Approval:

Assistant District Attorney
# Proposal

**Leeds Clark, Inc.**
300 North Third St.
Midlothian, Texas 76065
(214) 775-3843

**Proposal For:**
James Pratt Architecture
1645 Stemmon Freeway #2
Dallas, TX 75207

**Proposal Number:** 082101
**Proposal Date:** August 21, 2001

**Location:**
Dallas County Courthouse
"Old Red"

---

<table>
<thead>
<tr>
<th>Inspector</th>
<th>Description of Repairs/Damage</th>
<th>Date Inspected</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposal for Mock-up 2nd fl window</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Milling of new double hung wood window unit</td>
<td></td>
<td></td>
<td></td>
<td>$3,985.00</td>
</tr>
<tr>
<td></td>
<td>(Approx. 5ft x 10ft) per discussions with James Pratt Architects for second floor courtroom of the Dallas Co. Courthouse. Specifications and shop drawing to be supplied to architect prior to construction.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Milling of radius transom for same opening.</td>
<td></td>
<td></td>
<td></td>
<td>$1,362.00</td>
</tr>
<tr>
<td></td>
<td>Milling of interior jamb, and casing trim.</td>
<td></td>
<td></td>
<td></td>
<td>$675.00</td>
</tr>
<tr>
<td></td>
<td>Installation of window units and trim work.</td>
<td></td>
<td></td>
<td></td>
<td>$1,885.00</td>
</tr>
<tr>
<td></td>
<td>Exterior painting and interior staining of all mill work.</td>
<td></td>
<td></td>
<td></td>
<td>$575.00</td>
</tr>
<tr>
<td></td>
<td>Milling of interior storm window unit (to be)</td>
<td></td>
<td></td>
<td></td>
<td>$850.00</td>
</tr>
<tr>
<td></td>
<td>Hardware and weatherstripping allocation</td>
<td></td>
<td></td>
<td></td>
<td>$450.00</td>
</tr>
<tr>
<td></td>
<td>Custom knives for window and wood work.</td>
<td></td>
<td></td>
<td></td>
<td>$625.00</td>
</tr>
<tr>
<td></td>
<td>Contingency allocation (design changes, glazing, etc..)</td>
<td></td>
<td></td>
<td></td>
<td>$700.00</td>
</tr>
</tbody>
</table>

**Total:** $11,107.00

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We appreciate your business!
Date: September 4, 2001
To: Commissioners Court
From: Kristin Branam, Policy Analyst
Subject: Telecommunications policy—All Comments Received

BACKGROUND

On May 1, 2001 Commissioners Court was briefed on the revised Telecommunications policy. The policy was approved for distribution for a thirty day comment period beginning May 21, 2001. Attachment A is the policy as it was sent out. Attachments B-1 through B-4 are the comments received.

COMMENTS

1. The comments I have pertain to sections 5.02 and 5.04. Section 5.02 refers to the telephone log form which is to be attached to the monthly billing statement to be sent to the Auditor's Office. After talking to the FCS office manager, she has never used for T-01 which is referred to in section 5.02. When were getting the long distance telephone bills to check, this form was not requested. (B-1)(B-2)

   Response: Use of the log form is still the recommended practice as a back up to the call accounting software generated report.

2. Section 5.04 refers to Directory Assistance calls. Recently, a staff member with an authorized code was unable to use directory assistance. We were told that the Commissioners' Court no longer authorizes Directory Assistance calls. (B-1)

   Response: Directory assistance can be accessed by people in the other downtown buildings by dialing 214-555-1212. 411 has been disabled.

RECOMMENDATION

Staff recommends that the Telecommunications policy be adopted and incorporated as Sec. 114-31 through Sec. 114-180 in the Dallas County Code of Orders.

Approved by:

[Signature]

J. Allen Clemson, Administrator
Article II. TELEPHONE SERVICES

Sec. 114.31 Statement of Policy

(a) It is the policy of the Dallas County Commissioners Court that all Telephone System purchases, rental and repairs be conducted strictly on the basis of economic and business merit through the Telecommunications Department. This department is responsible for the review analysis and control of all telecommunications services as they relate to Dallas County.

(b) In an effort to avoid violation or appearance of a violation of this policy, it is prohibited for any employee, Department Head or Elected Official to seek directly from any vendor the addition or change in telephone services without prior approval by the Commissioners Court.

Section 114.32 Relationship with Vendors.

(a) It is the responsibility of the Telecommunications Department to serve as the County’s liaison between telecommunications vendors and Dallas County.

(b) When approached by sales representatives of telecommunications equipment and/or services, all departments should courteously refer them to the Telecommunications Department. All vendors shall be received promptly and courteously by the Telecommunications Department.

(c) When necessary for vendors to meet with departments pertaining to special needs, the Telecommunications Department will arrange the interview.

(d) All correspondence with vendors should originate in the Telecommunications Department. When necessary for departments to correspond with telecommunications vendors on technical matters, copies of that correspondence should be sent to Telecommunications for review and approval.

DIVISION 2. SERVICE REQUESTS

Sec. 114-51. Moves, adds, changes.

Department Representatives should submit a fully completed Telecommunications Requirements Form to the Telecommunications Department.

Sec. 114.52. Required information

The request must include the following information:

1. Complete address with suite numbers and floor.
2. Contact Name and callback number.
3. Actions (move, add, software change).
4. Type of equipment (single line/multi-line telephone line only, misc.)
5. Department name and number
6. Reason or justification for requests.
7. Grant number or special project information if funds used are other than Dallas County funding.

Sec. 114.53. Response by telephone coordinator

(a) Upon receipt of the request from the department, Telecommunications will contact the Department Representative within 10 days to acknowledge request, verify information, determine if the request is necessary and survey work necessary to complete request.
(b) The Telecommunications Department will determine installation costs and monthly increases and will submit the "Telecommunications Request" that includes cost information and a recommendation to the Commissioner’s Court for briefing. Requests that total more than $500.00 will be briefed prior to beginning for formal approval.

Sec. 114.54 Approval.

Upon the Court’s approval, Telecommunications will prepare a Purchase Requisition and obtain a Purchase order number from the Purchasing Department.

Sec. 114.55 Contact of appropriate vendor.

Telecommunications will contact the appropriate vendor and place the service order (providing P.O.#). The Vendor will provide the due date to Telecommunications who then notifies the Department Representative of the date.

Sec. 114.56 Completion of work order.

The Department Representative will advise the Telecommunication Department when the work order is complete. The Telecommunication Department will submit a Record of Materials Received (RMR), to the Auditor’s Office.

Sec. 114.57 Signing off on vendor's work.

It is the responsibility of the Department Representative to sign off on the vendor's work order when the job is completed.

ARTICLE III. EQUIPMENT

Sec. 114.91 Miscellaneous Equipment

(a) Any telecommunications equipment other than telephone sets, telephone switches, telephone line modules, bells, volume control handsets, etc. are considered miscellaneous equipment. Examples are telephone answering machines, telephone/personal computer modems, headsets or any telecommunications item not specified as standard equipment.

(b) Telecommunications is responsible for reviewing any and all requests for miscellaneous equipment that are required to be installed as part of the County’s telecommunications systems. Telecommunications will consider only purchase and installation of miscellaneous equipment that is required to conduct County business and/or will enhance the overall operation efficiency for the Department. Requests for miscellaneous equipment for personal use will be considered but must meet the above operational efficiency criteria.

DIVISION 2. REPORTING MALFUNCTIONING EQUIPMENT

Sec. 114.111. To Telecommunications department

To report telephone repair problems the Department Representative shall call the Telecommunications Department help desk and report the problem:

Help Desk
The Help Desk number is: (214) 653-6555.
Sec. 114.112 Information required.

The Department Representative should provide the following information regarding the trouble:

1. Department/Department Number
2. Contact Name/Callback Number
3. Location - address
4. Description of trouble
5. Type of telephone
6. Telephone/Extension Number
7. Office hours

Sec. 114-113. Ascertaining timely completion of repairs.

In order to document timely completion of all telephone repairs, the Department Representative must sign and date the Telecommunication service ticket once the repair is completed.

ARTICLE IV. USE OF SYSTEM

Division 2. LONG DISTANCE

Sec. 114-161. Authorization codes.

(a) To make a business related long distance call from the Downtown, Lew Sterrett, Bill Decker, Harry Hines and Forensic Sciences locations requires the use of an authorization code assigned to your department. These codes are controlled by the Telecommunications Department and issued only to County employees who have a need to make business related long distance calls.

(b) Telecommunications controls and issues all long distance authorization codes. It is the responsibility of the Elected Official, Appointed Official or Department Head to approve the assignment of codes for their staff. The codes are used by the Auditor to track and properly charge back long distance telephone bills.

(c) All long distance calls should be logged on the long distance telephone log sheet (form T-01). See Exhibit A. The telephone log sheet will include:

1. Department
2. Phone Number
3. Month
4. Date
5. Caller
6. Phone Number Called
7. Firm/person called
8. Time of call

(d) These forms are available at the supply Department and require no requisition of issuance. These forms are to be filled out by all individuals who make long distance calls. At the end of the month these forms should be copied for your departmental file and the original submitted to the Auditor attached to the monthly billing statement.

Sec. 114-162. Cancellation

(a) When an employee who has been issued an authorization code terminates employment or transfers to another department, the Department telephone representative should contact the Telecommunications Department in writing to cancel the authorization code.

(b) This should be done as soon as possible to alleviate the possibility of long distance calls being charged
to your department after an employee terminates or transfers.

Sec. 114-163. Personal long distance, Directory Assistance and other toll calls

(a) Dallas County does not allow employees to make personal long distance telephone calls on the County long distance network.

(b) Only during emergency situations will the County allow an employee to make personal long distance telephone calls on the County long distance network with the Elected / Appointed Official or Department Heads approval.

(c) All personal telephone calls made on the County telephone system will be reimbursed to the County for the cost of the toll call plus 35% surcharge to cover administrative and indirect expenses. An additional 3% will be added for the prevailing tax rate.

(d) It is the responsibility of the individual to make reimbursement to the County in a timely manner. All money should be sent to the Auditor’s Office.

(e) no change

(f) if you are on the downtown PBX system and you wish to make a long distance call:

LONG DISTANCE-
1) Direct Dialing: 16 + Auth. Code* + 9 + 1+ Area Code + Number
2) Operator Assisted: 16 + Auth. Code + 9 + # + Area Code + Number

DIRECTORY ASSISTANCE-
1) Local : 9+214-555-1212
2) Long Distance: 16 + Auth. Code + 9 + 1 + Area Code + 555-1212

(g) From PBX system outside downtown-

LONG DISTANCE
1) Direct Dialing: 8 + 16 + Auth. Code + 9 + 1 + Area Code + Number
2) Operator Assisted: 8+16 + Auth. Code + 9 + 0 + Area Code + Number

DIRECTORY ASSISTANCE-----
1) Local : 8+16 + Auth. Code + 9 + 1411
2) Long Distance: 8+16 + Auth. Code + 9 + 10288 + 1 + Area Code + 555-1212

FROM KEY SYSTEM (TIE, Norstar, IT)

LONG DISTANCE---
1) Direct Dialing: 1 + Area Code + Number
2) Collect / Operator Assisted: 0 + Area Code + Number

DIRECTORY ASSISTANCE-----
1) Local : 1411
2) Long Distance: 1+ Area Code + 555-1212

METRO CALL--
Dial 9 + 817 + Number

800 CALL
Dial 9 + 1-800 + Number

For any other information on long distance or directory assistance calling, call 653-7100
COURT ORDER

ORDER NO. __________

DATE: __________

STATE OF TEXAS §

COUNTY OF DALLAS §

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

WHEREAS, the Commissioners Court was briefed May 1, 2001 and rebriefed following a thirty day comment period on September 4, 2001 on changes to Telecommunications Policy; and

WHEREAS, Commissioners Court desires to maintain an up-to-date Dallas County Code

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the attached Telecommunications policy and authorizes the adoption of this policy into Sections 114-31 through 114-180 of the Dallas County Code.

DONE IN OPEN COURT this the __________ day of ____________________, 2001.

__________________________  __________________________  __________________________
Lee F. Jackson  Jim Jackson  Mike Cantrell
Dallas County Judge  Commissioner, District 1  Commissioner, District 2

__________________________  __________________________
John Wiley Price  Kenneth A. Mayfield
Commissioner, District 3  Commissioner, District 4

Recommended by __________________________
J. Allen Clemson, Administrator
Date: September 4, 2001
To: Commissioners Court
From: Kristin Branam, Policy Analyst
Subject: Purchasing policy--All Comments Received

BACKGROUND

On March 20, 2001 during a Performance Forum Commissioners Court was briefed on the revised Purchasing policy. The policy was approved for distribution for a thirty day comment period beginning June 4, 2001. Attachment A is the policy as it was sent out. Attachments B-1 through B-4 are the comments received. 2 commentors concurred with the policy. 1 commentor had grammatical and technical suggestions.

COMMENTS

1. What is the maximum amount of a purchase that can be authorized by Purchasing for an emergency? This might need to be included. (B-3)

   Response: There is no limit tied to an emergency because emergencies can be large, such as a weather-related disaster, the collapse of a bridge, etc. The Purchasing Department must follow policies set by the Court in all instances. This new policy extends authorization to the Purchasing Agent for purchases up to $25,000 without going through a sealed bid process. However, for purchases beyond $25,000 the Court would be polled by the County Administrator with a court order issued in the next available court to authorize whatever is necessary to resolve the emergency. For this reason no limit will be included in the policy.

RECOMMENDATION

Staff recommends that the revised Purchasing policy be adopted as Section D of the Policies and Procedures Manual.

Approved by:

\[Signature\]

J. Allen Clemson, Administrator
PURCHASING

AUTHORITY

1.00 The Purchasing Agent is appointed by a Board of three District Judges and two Elected Commissioners Court representatives for a two year period and must adhere to the laws as mandated in Texas Local Government Code 262 governing the acquisition of goods and services for Dallas County. The Board will also set the Purchasing Agent’s salary and approve the Department’s annual budget. The Purchasing Director serves as the Purchasing Agent for Dallas County and may adopt policies and procedures consistent with state statutes. The Purchasing Director works directly with the Commissioners Court. The Commissioners Court signs contracts and approves all purchases. The Purchasing Agent’s authority is derived directly and indirectly from the Texas State Statutes, their interpretation by the Attorney General, directives from the Board, and policies set forth by the Commissioners Court.

1.01 It is the responsibility of the Purchasing Director to perform or supervise the following:
A. Acquisitions of all goods and services
B. Prepare and issue solicitations and insure that the selection process is in compliance with the Texas Local Government Code and County Policies and Procedures
C. Issue purchase orders for goods and services

1.02 As authorized by law, the Purchasing Director shall have the authority to award all solicitations less than $25,000 without prior approval of the Commissioners Court.

CODE OF ETHICS

1.03 Each member of the Purchasing Department staff shall maintain high standards of honesty, integrity, and impartiality and shall abide by the following Code of Ethics:
A. Conduct all purchasing activities in accordance with governing laws and regulations.
B. Encourage all segments of the society to participate by demonstrating support for small, disadvantaged, and minority and women-owned businesses.
C. Strive to attain the highest professional standard of job performance, to exercise diligence in carrying out the duties of Dallas County, and to serve Dallas County to the best of one’s ability.
D. Afford all vendors/contractors equal opportunity to compete for Dallas County business at all times. Purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure. The Purchasing Department staff should conduct themselves in such a manner that would foster public confidence in the integrity of the procurement process of Dallas County.

E. Avoid any private or professional activity that would create a conflict between your personal interests and the interests of Dallas County.

F. Decline gifts, gratuities or any thing of value from present or potential vendors/contractors, which might influence award decisions.

G. Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample the product.

H. Promote standardization programs to review characteristics and quality of products to purchase.

I. Develop reliable alternate sources of supply to maintain a competitive environment and to meet Dallas County requirements.

PURCHASING PROCEDURES/FORMS PREPARATION

PURCHASE REQUISITIONS

2.00 Purchase Requisitions serve as the justification and approval documentation for the acquisitions of materials, supplies, services and equipment for the requesting customer.

2.01 Any customer that requires budget fund transfer for goods and services not previously approved in current fiscal year customer's budget shall submit a Request for Transfer form to the Office of Budget and Evaluation for approval prior to submitting the Purchase Requisition to the Purchasing Department.

2.02 A Purchase Requisition must be submitted to the Purchasing Department for all goods and services acquisition, unless otherwise directed, and contain the following information:

A. Customer Service
B. Contact Person Name
C. Delivery/Ship to Location
D. Quantities (i.e. each, dozen, case, box)
E. Account Coding
F. Specifications
G. Contract Period (if applicable)
H. Any special instructions and information
I. Authorized Signature
J. Manual Requisitions: (See Exhibit 1) Authorized Personnel Signature must appear on any purchase requisition before the Purchasing Department will process the request. Any modifications/changes to the approval signature authorization list must be made in writing to the Purchasing Department.
K. Electronic Requisitions: Internal customer approval shall be established in accordance with the approval authorization list on file with the Purchasing Department.

**Grant Funded Purchase Requisition.**

2.03 Requisitions that are funded by grants must be forwarded directly to the Grants Division of the Auditor’s Office 90 days prior to expiration of the grant for approval. Upon approval by the Auditor’s Office (Grants Division), the manual or electronic purchase requisition will be forwarded to the Purchasing Department for processing. All purchase requisitions funded by grants must adhere to the submittal requirements as stated in Section 2.02.

**Purchase Requisition for Computer Hardware and Software**

2.04 Customers requesting computer-related items are to send a memorandum request to the Data Services Division of Dallas County for approval. Once approved by the Data Services Division, a requisition will be forwarded to the Purchasing Department for processing. All purchases of computer hardware and software must comply with the standards established by the Governance Committee, unless otherwise approved by the MIS Director on a case by case basis.

2.05 All requisitions for Computer Hardware and Software must adhere to the submittal requirements as stated in Section 2.02.
PURCHASE ORDERS

3.00 An approved purchase order is the vendor’s authorization to deliver and charge for goods and services as specified in the order.

3.01 The Purchasing Department’s authorized personnel are the only individuals authorized to issue purchase orders on behalf of Dallas County.

3.02 A purchase order for goods and services will be issued once the following conditions are met:
   A. An authorized purchase requisition is submitted to the Purchasing Department
   B. Product or services pricing and related information is obtained and documented
   C. Verification of funds availability
   D. Approval is granted for release of the purchase order(s)

Changes/Modifications to Purchase Orders

3.03. Requests for changes/modifications to the original purchase order are to be submitted to the Purchasing Department. The request for changes/modifications must include the following information:
   A. Purchase Order Number
   B. Reason for change, modification or any other variance
   C. Description of the item to be changed, modified, added or deleted
   D. Quantities
   E. Unit Cost
   F. Account Coding
   G. Court Order approval number (if applicable)
   H. Authorized approval
   I. Types of Submittals
      1. Manual Submittal (for customers not on-line with Oracle only): A written Memorandum to the buyer who issued the original purchase order requesting change or modification to purchase Order. This written request can be submitted by mail, fax or e-mail from the requesting customer.
      2. Electronic Submittal through Oracle: Customer shall create a new requisition line within Oracle. The new requisition line must indicate the original purchase order number in the description field along with information stated in 3.03 A-H.
3. For information on how to complete the process contact the Purchasing Department.

J. It is imperative requests for changes/modifications to the original purchase order be submitted in a timely manner in order to avoid any possible penalties as prescribed in the Prompt Payment Act.

K. While the intent of the Purchasing Department is to work closely with customers to obtain a complete bid package, the Purchasing Department may require return of any or all items at its discretion if the customer fails to submit the appropriate documentation, as stated in Section 3.03 A-H.

Purchase Order Cancellation

3.04 The Purchasing Department is responsible for issuing all purchase order cancellation requests through the County automated financial system.

3.05 Cancellation of the original purchase order must be submitted in writing (faxed, e-mail or in-house mail) to the buyer who issued the original purchase order stating the justification for cancellation.

3.06 Justifications for cancellation of purchase order includes the following, when applicable:
   A. Purchase order completed
   B. Outstanding balance
   C. Explanation for cancellation (i.e. incorrect vendor, goods/services no longer needed, contract/grant expired or terminated, etc.)

EMERGENCY PURCHASES

4.00 An emergency purchase exists when it is determined that County operations will be seriously impaired or when there is a threat to public health, welfare or safety in accordance with Texas Local Government Code 262.024. Emergency acquisitions are processed on a "case-by-case" basis.

4.01 In the event of an emergency, customers must contact the Purchasing Department prior to the purchase of the goods or services. The requesting customer must state the following:
   A. Describe the emergency
B. Explain why the situation warrants an emergency purchase
C. Description of the goods or services and price
D. Names and quotation of the vendors contacted

4.02 Upon justification, the Purchasing Department will contact the Commissioners Court Administrator who will notify the Commissioners Court of the emergency and authorize the emergency purchases.

4.03 Once the emergency purchase has been approved, the Purchasing Department will expedite the emergency acquisitions.

DELIVERY AND INSPECTION PROCESS AND ACCEPTANCE AND REJECTION

5.00 The ordering customer shall determine that the goods or services are in compliance with specification requirements as stated on the purchase order and/or contract. The process shall consist of:
   A. Delivery/Inspection When goods or services are delivered to the shipping or service point the receiving personnel shall determine that the:
      1. product description, brand and model number are correct
      2. the unit of measure count is correct
      3. product or service conforms to the specifications stated in the contract and/or purchase order
      4. quantity ordered against the quantity shipped and delivered is verified
      5. product is inspected for damage or breakage
      6. product is checked for operability and functionality
      7. product or service documentation is correct
   B. All inspections must be performed in timely manner.
   C. Acceptance. After the inspection and determination that the goods or services are in compliance with contract requirements and/or purchase order, the ordering customer will submit a Record of Material Received (RMR) (Exhibit 2) or rubber stamped invoice to the Auditor’s Office thereby indicating approval for payment for the quantities or services received.
   D. Rejection: Goods or services failing to meet specifications or contract requirements will be rejected. The receiving personnel shall contact the Purchasing Department immediately for proper handling instructions and provide the following information and documentation:
      1. reason for rejection
      2. reference Purchase Order number
      3. date of delivery and inspection
4. inspector's name
5. complete and submit the Material Returned to Vendor Report (Exhibit 3)

RECORD OF MATERIAL RECEIVED

6.00 The Record of Material Received is commonly known as an RMR (Form #10). Customers have the option of using the printed RMR form or approved rubber stamp alternate. Both the printed form and the approved rubber stamp alternative can be acquired from the County Supply Room. The RMR or rubber stamp approved invoices must be submitted to the Auditor's Office within 48 hours of delivery of goods or services in order to authorize payments.

Payments for Goods and Services

6.01 Payment of invoices will be in accordance with the State of Texas Prompt Payment Act. The Act requires payments be issued within a specified time period from date of receipt of an undisputed invoice.
PICK-UP PURCHASE ORDERS

7.00 Pick-up Purchase Orders (Exhibit 4) are used for acquisitions of emergency type items/services which cannot generally be planned such as those related to equipment failures, unexpected building maintenance requirements, etc., and in the judgement of the Superintendent or Department Head, that the use of the normal requisition process would result in costly delays to equipment and/or labor forces.

7.01 Pick-up purchase orders are issued to specifically authorized departments, and may only be used for specific categories of supplies from those suppliers which maintain an agreement or contract with the County through the Purchasing Department. The following departments are authorized to use pick-up purchase orders:
A) Juvenile Department - juvenile clothing
B) Road and Bridge Districts - repair or replacement parts
C) Automotive Repair Center - repair or replacement parts
D) Building/Maintenance Department - miscellaneous hardware and building materials
E) Child Protective Services - clothing for foster children

7.02 The maximum dollar limit per pick-up purchase order is $500.00.

7.03 Pick-up purchase orders can be used on the following:
A. emergency repair parts for equipment picked up at the vendor’s location;
B. Miscellaneous emergency and/or contracted shop supplies;
C. Emergency construction materials;
D. Emergency repairs to equipment;
E. Replenish inventory stock purchases;
F. Juvenile and Child Protective Services clothing
G. Nurses uniforms

7.04 Pick-up purchase orders may not be used for the following goods or services:
A) service work where the contractor is called out to the county job site;
B) warranty work requiring a deductible cost;
C) property/capital items;
D) rental equipment;
E) exchanges on engines, transmissions, etc.;
F) office supplies;
G) items to be shipped to a customer;
H) training and membership dues
7.05 Each pick-up purchase order must specifically describe what item or service was purchased, be signed by the vendor, invoiced when the merchandise is obtained, state the account coding to be charged, unit of measure, and total amount of the purchase, and any other relevant information. The original (white copy) of the pick-up purchase order should be left with the vendor.

7.06 For information on how to fill and complete pick-up purchase order contact the Purchasing Department.

7.07 The completed pick-up purchase order and the invoice or packing slip must be sent to the Purchasing Department for verification, approval and signature. After which, the documents will be forwarded to the Auditor’s Office for payment.

7.08 The use of pick-up purchase order should be limited as much as possible. This acquisition method results in additional activities for the Purchasing Department and Auditor’s Office and acquisitions cannot be queried or reported in standard Purchasing reports.

7.09 The Purchasing Director may suspend the use of the pick-up purchase order to any customer that is found to be in violation of the county policy.

TYPES OF SOLICITATIONS

Informal Solicitations

8.00 Informal solicitations are acquisitions with value less than $25,000.00 and may be written or oral depending on the acquisition amount. Informal solicitations may consist of one-time procurement acquisitions and/or annual acquisitions. Requirements from $15,000.00 to $24,999.99 will be briefed to the Commissioners Court on an informational briefing. The following procedures will be utilized to document adequate and reasonable competition for acquisitions of goods and services less than $25,000.00:

$0 - $500.00 At the buyer's discretion, only one (1) quote may be obtained.

$500.01 - $2,500.00 if available a minimum of three quotes are required and documented and that at least one of the quotes must be
obtained from M/WBE firm.

$2,500.01 - if available a minimum of five quotes $25,000.00 are required and documented and that at least two of the quotes must be obtained from M/WBE firms.

8.01 All acquisition requests must have supporting pricing documentation. Documentation can include but not be limited to: price lists, catalog pricing, telephone documentation, vendor quote sheet, etc.

8.02 Acquisitions in excess of $2,500.00 must include a signed original written quotation from the awarded vendor to back up oral quotations. The signed original written quotation will be kept on file by the Buyer.

8.03 **Formal Solicitations.** Formal solicitations are sealed solicitations whose acquisition value exceeds $25,000. Formal solicitations may consist of one-time procurement acquisitions and/or annual acquisitions.

8.04 **Annual Solicitations.** The Purchasing Department will initiate and obtain solicitations for services, material and supply requirements that are considered high-volume items and for common annual service requirements. Annual solicitations generally contain renewal options and are reviewed annually for customer satisfaction by the affected department prior to being briefed by Commissioners Court for approval. Delivery of goods and services will be on an "as needed" basis.

8.05 **Request for Proposal (RFP) and Statement of Qualification (SOQ) Solicitations.** RFP and SOQ are formal sealed solicitations for goods or services where the evaluation and/or award are based on weighted/scored criteria set forth in each unique solicitation. RFP and SOQ solicitations may consist of one-time procurement acquisitions and/or annual acquisitions.

8.06 RFP procedures for Insurance, High Technology Items, and Special Services shall be accomplished as follows:

A. The Commissioners Court, prior to its distribution to possible proposers or offerors, shall approve all requests for proposals for insurance, high technology items, and special services.

B. The selection committee appointed by the RFP may request that all respondents to the RFP enter into discussions, furnish samples, and/or demonstration of products as necessary for the selection committee to have a full understanding of the goods and/or services being offered to the County.
under the solicitation.

C. Selection committee, by majority vote, shall determine from all respondents the responsible offerors that are reasonably susceptible of being selected for award (hereinafter called "offerors") which shall be submitted to the Commissioners Court for approval.

D. The Purchasing department representative shall act as facilitator for the transmission of any information to the offerors, notification of the time and place for discussions, and all other transmissions between the selection committee and offerors. The purchasing department representative communications with the offerors shall only be such purpose described in the RFP or as requested by the RFP selection committee or RFP selection committee chair acting on behalf of the RFP selection committee. No member of the selection committee other than the purchasing department representative shall have any contact with any of the offerors or other party responding to the RFP.

E. To insure that the RFP process and schedule and schedule is properly followed the Purchasing representative shall coordinate the scheduling of all meetings and the preparation of meeting agendas with the chair of the RFP selection committee.

F. The selection committee may, at its sole discretion, prepare written questions, requests for revision, or other information or requirements to be furnished to the offerors for discussion. The purchasing department representative shall furnish to the offerors all written questions or other information pertinent to any discussions.

G. All discussions between the Committee and the offerors concerning responses to the written questions or other matters shall be conducted at a facility designated by the majority vote of the selection committee. A representative from the Purchasing Department shall be present during all meetings and discussions with any or all of the offerors.

H. Notice shall be given to each designated offeror of the decision of the selection committee to conduct discussions. Such notice shall include the time, place, date and allotted time for presentations or discussions.

I. At the termination of discussions, examinations testing of samples, completion of demonstrations of products for the county, or inclusion of any revision, the selection committee, at its sole discretion, may require best and final proposals from the offerors. The selection committee may accept revisions after submission of the best and final offers and before selection by the committee of the lowest evaluated offer resulting from discussions of negotiations.

J. Pursuant to Local Government Code Section 262.030, all negotiations or discussions shall be conducted in such a manner so as to avoid disclosure of
the contents of competing offerors' proposals and all such information shall be kept secret.

K. These rules shall be applied in such a manner that each offeror will be accorded fair and equal treatment with respect to opportunities for discussion and revision of proposals. It is the intent of Commissioners Court to afford each offeror full and fair competition.

L. The firm selected by the committee as the best offeror shall be submitted to the Commissioners Court for approval. If approved by the Commissioners, the selected offeror and the County will negotiate the final terms and conditions for formal approval by the Commissioners Court.

M. The Purchasing Department shall retain all records of the negotiation process for four years following the award of the contract.
DALLAS COUNTY POLICY FOR ADVERTISING

9.00 The Dallas County Purchasing Department shall have a current and valid contract for newspaper advertising in place at all times. Said contract shall include one major daily newspaper, one business newspaper, one newspaper with primary circulation in the African-American community and one newspaper with primary circulation in the Hispanic-American community.

9.01 All advertising, unless otherwise prescribed by law, shall be placed through the Purchasing Department by written request from the department needing publication. Advertising policy is set forth in Texas Local Government Code.

9.02 The Commissioners Court may designate County departments to place their advertisements.
SOLICITATION PROCESS AND PROCEDURES FOR ONE-TIME AND/OR RECURRING (ANNUAL) CONTRACTS

10.00 Contract Planning

A. The purpose of contract planning is to insure the system is responsive and adaptive to customer needs and concerns. Contract planning must consider timeliness, quality, and cost. In addition, it must take into account the customer’s needs throughout the process. As a result, teams will be formed for each acquisition exceeding $100,000. The purpose of the team is to develop innovative solutions that promote best value business decisions on performance-based service, construction and commodity contracts. The team and/or Commissioners Court will approve the final solicitation/specifications 30 days prior to the projected solicitation opening date. The Commissioners Court must approve all RFPs/SOQs. A solicitation number will not be assigned until prior approval of the solicitation and specifications has been documented.

B. The team will develop an acquisition plan that will include (as applicable), but not be limited to the following elements:
   1. Description of Requirement
   2. Special Clauses
   3. Specifications
      a. Market Research Results
      b. Evaluation Criteria
      c. Compatibility Requirements w/ Existing Systems
      d. Any known cost schedule, and capability or performance constraints
      e. Advertising period
      f. Delivery or performance-period requirements
      g. Minority/Women Business Outreach
      h. Competition
      i. Security Considerations
      j. County Furnished Property
      k. Quality Assurance Methods
      l. Milestones
      m. Contract History
      n. Other Considerations

C. The contract teams will consist of a Buyer/Analyst, contract
manager, M/WBE Officer, and the Auditor or District Attorney as applicable. The team will work together to develop the contract acquisition plan.

D. Upon approval of the solicitation final draft, the Purchasing Department will issue a solicitation number, prepare the contract in formal draft and advertise the requirement in accordance with Texas Local Government Code.

Invitation for Solicitations

11.00 Invitation for Solicitations shall be issued in sufficient time before the date set for opening to permit open competition and encourage participation by minority and woman-owned vendors. The solicitation will include, but not be limited to, the following elements:

A. Instructions and information to vendors concerning submission requirements, including the time and dates set for opening, the address of the office to where solicitations are to be received, and any other special information.

B. Purchase description, specifications, evaluation criteria, delivery schedules or performance criteria, inspection and acceptance requirements terms and conditions, including insurance, bonding, warranty or other requirements, as applicable.

C. The invitation shall require the acknowledgment by the vendor of the receipt of Addendum issued.

D. The invitation may require the submission of sample, descriptive literature, and technical data and may require a demonstration, inspection or testing a product before award.

E. A written record shall be maintained for each invitation solicitation that has been issued to prospective vendors.

11.01 Pre-Bid Conferences. Within a reasonable amount of time after the advertisement but before the opening date, a pre-bid conference may be conducted to explain and answer any questions pertaining to the contract requirements. Statements made at the pre-bid conference shall not be considered an addendum to the bid unless a written addendum is issued.

11.02 Addenda. Clarifications or changes to the Solicitation shall be transmitted to all documented vendors by an addendum. Addendum shall be issued within a reasonable time before the Solicitation is due to open to allow prospective offerors time to prepare their response. The addendum shall document all changes or revisions to the solicitation and shall include at a minimum the following information:
A. Number of addendum, title and solicitation number
B. Indication of revised or unchanged opening date and time.
C. Reminder that receipt of the addendum or proposals are required for a responsive bid or proposal to be responsive.
D. Addendum shall be issued within a reasonable time before the Solicitation so due to open to allow prospective offerors time to prepare their response.

11.03 Modification or Withdrawal of Solicitations. A respondent may modify or withdraw their informal or formal solicitation at any time prior to the official opening date and time.

11.04 Receipt and Opening of Solicitations. Formal solicitations are to be sealed and shall be time stamped and recorded upon receipt and stored unopened in a secure place until the time and date of official opening. The Purchasing Department, solely for the purpose of identification, may open an envelope that is not marked with the solicitation number or does not identify the Respondent’s name. The envelope will then be documented to include the solicitation number and scheduled opening date and time. In addition, the person who opened the envelope will initial it and include the date and time it was opened. The envelope will then be resealed and stored in a secured place until the official opening date/time.

11.05 All advertised Formal, Annual Contract and RFP/SOQ Solicitations must be listed on the County’s Formal Agenda and approved by the Commissioners Court prior to opening. However, in the event of an addendum or scheduling issue, the Commissioners Court delegates the authority to the Purchasing Director to extend solicitations with after-the-fact notification to the Commissioners Court.

11.06 Solicitations and addendum shall be opened publicly and read aloud (when applicable) by the Purchasing Department representative at the time, date, and location as designated in the Invitation for Solicitation and in accordance with Local Government Code and Open Records Act.

11.07 Late Solicitations. A solicitation is late if it is received at the designated location for submittal after the date and time set for opening. Solicitations received late will not be evaluated or considered for award. Upon request, late solicitations will be returned to the bidder unopened when applicable.

11.08 Solicitation Analysis and Award. Bids shall be analyzed to determine which respondent offers the lowest cost to Dallas County in accordance with evaluation criteria set forth in the Invitation for Solicitations.
11.09 Bids shall be awarded to the lowest and best respondent who meets the requirements and the evaluation criteria set forth in the Invitation for Solicitations. Award may be made by individual line item, by group of line items, or for the aggregate total of all line items.

11.10 The Purchasing Department shall forward, when applicable, the following information to the requesting customer for review and decision prior to submittal to Commissioners Court for award:
   A. Recap of all solicitations received
   B. Background information used for decision process
   C. Buyer/Analyst recommendation

11.11 Upon review and approval by the customer(s), the lowest and best respondent(s) of the solicitation will be submitted to the Commissioners Court for recommendation of formal award. The following procedures will be followed for contracts that are not being recommended to the lowest monetary respondent(s):
   A. The Purchasing Department will prepare a letter to the lowest monetary respondent(s) announcing the award recommendation and procedures to follow for an appeal.
   B. A briefing memorandum will be prepared and submitted to the Commissioners Court for formal approval. The briefing memorandum will include written justification and documentation to justify the recommended award.
   C. In accordance with Commissioners Court ruling, a Formal Court Order will be prepared for the next available Court Session.

11.12 If there are two or more low responsive solicitations from responsible respondents that are identical in price and meet all the requirements and criteria set forth in the solicitation request, award will be made by the drawing of lots in accordance with Texas Local Government Code 262.027.

11.13 When an Invitation for Solicitation receives only a single response an award recommendation may be made if the Purchasing Director makes the following determinations:
   A. The price submitted is fair and reasonable.
   B. Other prospective vendors had a reasonable opportunity to respond.
   C. There is not adequate time for re-solicitation and/or there are no other known vendors interested in bidding on this solicitation.

If these three criteria are not met the bid will be rejected and the solicitation canceled and/or re-solicited at a later date.
12.00 Sole Source Awards. The Commissioners Court, pursuant to Texas Local Government Code Subchapter 262.024, may award Sole Source Contracts for goods and services without competition. Written documentation and justification shall be briefed to the Commissioners Court which states that sole source procurement is required due to fact that only one known source for the required goods or services is available. All sole source acquisitions must be formally approved by the Commissioners Court.

13.00 Cancellation or Rejection of Solicitations. A solicitation may be canceled and rejected by Commissioners Court (if applicable) in whole or part if the Purchasing Director, Buyer/Analyst and/or Customer state(s) in writing that cancellation and rejection are advantageous to Dallas County.

VENDOR INSURANCE REQUIREMENTS

14.00 Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

14.01 For contracts exceeding $25,000, within ten (10) days after contract award and prior to commencement of any work on Dallas County property, the successful vendor shall submit verification of the following, showing Dallas County as the certificate holder (general liability insurance coverage) with coverage dates inclusive to the performance period that of the awarded contract:

A) workers compensation meeting the acceptable requirements as established by the State of Texas Workers Act, Title 5, subtitle A, Texas Labor Code; and
B) general liability insurance meeting the acceptable limits as established by the State of Texas Insurance Board and/or those limits specifically contained within the bid specifications.

14.02 Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

[Court Order #94-1243, 08/09/94]
BIDS FOR ANNUAL CONTRACTS

STATEMENT OF POLICY

15.00 Dallas County's bid specifications and contracts for goods and services shall be legally sufficient to obtain a fair price and to insure that the goods and services received are of necessary and adequate quality. To accomplish these objectives, the policy establishes a chain of command assigning responsibilities and development of an information/reporting system for all types of annual contracts. Responsibility for the development of customized, non-annual contracts remains with the Civil Section of the District Attorney's Office.

15.01 Under this system, the Purchasing Department is responsible to Commissioners Court for all phases of Contract Administration. The M/WBE Coordinator, the Budget Office, the Civil Section of the District Attorney's Office, and the user department will routinely develop and monitor information which pertains to a contract's performance, its legal terms and format, its previous history, and the method by which it was awarded.

15.02 The ultimate day-to-day responsibility for managing a contract under this policy and ensuring that the appropriate goods and services are delivered continues to remain with the user department. The Purchasing Department is the responsible party that insures, through the appropriate source, that bid specifications and contracts are in keeping with Commissioners Court Contract Management Policy and is responsible to the Commissioners Court for the administration of all aspects of all contracts including bid specification development.

[Court Order #89-0614, 04/10/89]

TYPES OF CONTRACTS

15.03 Dallas County's contracts can be generally categorized into three different types:
   A) annual contracts for goods;
   B) annual contracts for services; and
   C) intergovernmental contracts (usually for services).

As each of these types have different needs and requirements, each contract type has therefore been addressed in a slightly different manner.

[Court Order #89-0614, 04/10/89]
GOODS/SERVICES

15.04 Each department that is responsible for receiving/requesting goods from an annual contract shall designate an individual to serve as a "Contract Manager" for each contract. In those situations where the contracted goods are used by numerous County departments, the Purchasing Department is designated as the Contract Manager and will oversee the contract's administration.

15.05 Once designated, the Contract Manager will serve as the department's representative in the information/reporting system and will thus be responsible for overseeing the contract's implementation and will assist the Purchasing Department with contract negotiations.

15.06 The Purchasing Department will be responsible for notifying the Contract Manager that an existing contract is scheduled to expire at least 90 days before the expiration date. In the event that the Purchasing Department serves as the Contract Manager because numerous County departments actually receive the contracted goods, then the Purchasing Department will contact several of the actual user departments to gain information in the development of specifications. The Purchasing Department will receive input from all users, but is responsible for insuring that bid specifications are accurate, fair and structured to insure competitive bidding. The Purchasing Department will, in addition, be responsible for consulting with the Civil Section of the District Attorney's Office on a case-by-case basis to determine what form the bid specifications/anticipated contract should take.

15.07 The Purchasing Department will make available to the M/WBE Coordinator the expiration date of all annual contracts.

15.08 At approximately ninety (90) days prior to the expiration of an existing contract, the Purchasing Department will notify the Commissioners Court using a Data Briefing Sheet and inform them of the anticipated bid advertising and opening schedules.
PERFORMANCE BOND REQUIREMENT

16.00 Performance bonds for the purchase of goods and services (non-public Works) will be required as provided by Chapter 262.032 of the Local Government Code. For service contracts the use of performance bonds are discouraged unless there is a compelling need or statutory requirement. Performance bonds may restrict competition and increase the cost of the contract.

16.01 Construction Contracts: In accordance with Vernon’s Texas Civil Statutes Chapter 4, Article 5160 (A), a performance bond will be required on all contracts in excess of $50,000.00, the bond will be for the full amount of the “entered into” contract per project as evidenced by individual formal contract(s) or issuance of purchase order(s) for that project.

16.02 High Technology, Service (Professional/General) Supply Contracts: ($50,000.00 +/-) that warrant surety coverage and when determined, by the initiating county department, that a performance bond is not cost effective will include the following “Contract Assurance Policy”:

"Within ten (10) days after award of the contract, the awarded bidder(s) or proposal offeror(s) shall submit to the Purchasing Department a cashiers check payable to Dallas County, equal to five (5) percent of the total awarded contract value. The funds will remain in the possession of the County and shall be utilized in the event the respective contractor(s) defaults for any reason and/or is terminated by the County due to non-performance. Upon satisfactory completion of the awarded contract, the contracting firm(s) will submit, in writing, a request for reimbursement of the funds originally received by the County. Dallas County shall retain all interest earned on said funds during the term that said funds are in the possession of the County."

[Court Order #93-1842, 10/26/93]

16.03 High Technology, Service (Professional/General) Supply Contracts may include a performance bond as determined on a case-by-case basis by the Purchasing Director considering the merits of including the performance bond in addition to Texas state law.
POST AWARD PROCESS AND PROCEDURES

17.00 Quality Assurance. The purpose of quality assurance is to insure Dallas County receives goods and services in accordance with the time periods and quality standards established in the contract. For critical services (high dollar value, poor performance history, non-performance may cause damage to the County, etc.) the plan should include measurable outcomes to encourage contractors to develop and institute innovative and cost effective methods of performing the work. Inspectors and contract managers are responsible for the following:

A. Evaluate and document the contractor’s performance in accordance with the Inspection Plan.
B. Notify Purchasing in writing of any discrepancies.
C. Maintain documentation in accordance with the Inspection Plan.
D. The Department Head will appoint the contract manager and inspector in writing. The contract manager and inspector may be the same person. The Purchasing Department will send a letter to the contract manager/inspector delineating responsibilities. A copy of the letter will be sent to the contractor.
E. The contract manager and Purchasing Department representative will meet with the awarded vendor/contractor after the first month of contract to assess performance and solve problems in partnership. If necessary, monthly meetings or communication will continue if mutually beneficial or if transition or performance problems exist.

17.01 Termination Procedures. This section applies to those instances when the contractor’s performance is unsatisfactory and previous attempts to partner with the contractor to solve the problem have failed.

A. The Purchasing Director shall give the contractor a Letter of Concern specifying the failure and providing a period of 10 days (or longer period as necessary) in which to correct those problems causing unsatisfactory performance.
B. Upon expiration of the 10 days (or longer period), the Purchasing Director shall give the contractor a Letter of Intent to Terminate specifying the contractor’s contractual liabilities if the contract is terminated for default, and requesting the contractor justify why the contract should be continued.
C. The notice may further state that failure of the contractor to present an explanation may be taken as an admission that no valid explanation exists.
D. The letter will also offer the contractor an opportunity to appear in Commissioners Court to present the company’s views on the termination issue.
E. When a termination for default appears imminent, the contracting officer shall provide a written notification to the surety. If the contractor is subsequently terminated for default, a copy of the notice of default shall be sent to the surety.

F. If the contractor is a minority or woman-owned business the Purchasing Director shall keep the M/WBE representative apprized at all times.

17.02 The Purchasing Director shall consider the following factors in determining whether to recommend a contract for default:

A. The terms of the contract and applicable laws and regulations.
B. The specific failure of the contractor and the excuses for the failure.
C. The availability of the supplies or services from other sources.
D. The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery that could be obtained from the delinquent contractor.
E. The importance of the contractor in Dallas County’s Government purchasing program and the effect the termination would have on other contracts.
F. Any other pertinent facts and circumstances.

17.03 If a court order is issued the Purchasing Director shall issue a Termination Notice stating the following:

A. The contract number and date;
B. The acts or omissions constituting the default;
C. The contractor’s right to proceed further under the contract (or a specified portion of the contract) is terminated;
D. The supplies or services terminated may be purchased against the contractor’s account, and that the contractor may be held liable for any excess costs;
E. Dallas County reserves all rights and remedies provided by law or under the contract, in addition to charging excess costs; and
F. The Purchasing Director Agent shall make the same distribution of the termination notice as was made of the contract. A copy shall also be furnished to the contractor’s surety and the auditor to withhold further payments under the terminated contract, pending further direction.

18.00 Suspension of Vendors/Contractors. When in the best interest of Dallas County, the Commissioners Court by court order may suspend for cause any Vendor/Contractor from being awarded a solicitation or receiving solicitation.

19.00 Interlocal/Cooperative Agreements. The Commissioners Court must approve and
execute the Interlocal/Cooperative Agreement as authorized by Article 791.025 of the Texas Government Code. The Code permits agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of such goods and services.

CASH PURCHASES/REIMBURSEMENTS

20.02 Dallas County reserves the right to not approve a cash purchase/reimbursement if it is found that the intent is to avoid the requisitioning process and/or the individual is in violation of procurement policies or standard county policies and procedures.

20.03 All requested reimbursements must be accompanied by the original invoice and submitted on a Request for Payment (See Exhibit 5) or through the County’s automated financial system.

NAME CHANGE AND NOVATION AGREEMENTS

21.00 The Commissioners Court must approve and execute all name changes and novation agreements for any formally approved solicitation. The documentation connected with Name Change and Novation Agreements is necessary to protect the interest of Dallas County. The recognition of a successor is discretionary on the part of Dallas County depending upon whether recognizing a successor is in Dallas County’s best interest. If it is not in Dallas County’s best interest to recognize the transfer, the original vendor/contractor remains contractually obligated to Dallas County and its failure to perform could result in the termination of the contract for default.

SURPLUS PROPERTY

22.00 The disposition of County property to surplus shall be handled in accordance to Section F of the Dallas County Policies and Procedures Manual.
PROCUREMENT OF ARCHITECTURAL/ENGINEERING SERVICES

POLICY

23.00 Professional service contracts are exempt by State law from competitive bidding. The Professional Services Procurement Act, Article 664-4, Section 2, Texas Revised Civil Statutes, lists those services exempted to include architecture and professional engineering. This policy applies to all professional service contracts for architectural and professional engineering services and is formulated in compliance with Article 664-4, Sections 3 and 3A, as amended by SB 677, 71st Texas Legislature.

[Court Order #91-0393, 03/05/91]

SELECTION CRITERIA

23.01 The procurement of architectural or engineering services shall conform to the two-step process as outlined in Section 3A, Article 644-4, as amended. Contracts for professional services with architects and registered professional engineers shall be negotiated with firms selected on the basis of demonstrated competence and qualifications for the services to be performed. After selection, a contract shall be negotiated at fair and reasonable prices with the most highly qualified firm. The following selection criteria are defined to provide a systematic and impartial evaluation and documentation for use in the selection of architectural and engineering consultants. These criteria represent the basic standards to be considered in the selection process:

23.02 Qualifications, experience, capabilities and resources:
A) history of meeting deadlines, staffing size, current workload
B) history of performance of keeping within budgets
C) experience with other similar projects
D) expertise of project manager and project team (including names, position titles and experience of personnel to be assigned to project)

23.03 Consultant's quality of response and approach to the project:
A) total number of personnel to be assigned to the project, identified by discipline (Architect, Civil, Mechanical, Electrical, Structural Engineers)
B) time frame and bar graph schedule and identification of critical path items for completion of project
C) proposed approach to project; critical issues and resources committed to project

23.04 Women and minority participation:
A) consultant’s use of women and minority-owned business enterprises
B) list of all women and minority-owned firms that will be involved in the project and nature of their involvement
C) women and minority interest/ownership of firm
D) assignment of qualified women and minority employees to project
E) demonstration of hiring practices which provide opportunities for work experience and encourage the professional development of women and minority employees

23.05 The following data shall be provided by the consultant and will also be given consideration in the selection process:
A) consultant’s current contracts
B) consultant’s knowledge and experience of local circumstances
C) consultant’s work plans, special concerns or techniques needed
D) joint ventures/subconsultants:
   1) efforts to joint venture (see M/WBE Policy)
   2) names of subconsultants, associates or joint venture
E) current litigation, including litigation with Dallas County
F) references familiar with consultant’s work on similar or related projects within the past five years, including name, address, phone number and relationship of the referenced individual to the project

[Court Order 91-0393, 03/05/91]

SELECTION PROCESS POLICY

23.06 To utilize competent consulting architectural and engineering firms in Dallas County as necessary to provide professional services for planning and design of Dallas County capital improvements authorized by the Commissioners Court.

[Court Order 91-0393, 03/05/91]

SELECTION PROCEDURES

23.07 General Services Administration Standard Form 254 Dallas County from time to time requires architectural and engineering services for capital improvement
programs approved by the voters in bond elections, as well as other projects funded from other revenue sources. Through the public announcement by the Commissioners Court of an order calling for new capital improvement program, a bond election or bond sale, and media publicity related thereto, architectural and engineering firms, organizations and societies may inform themselves of the extent of upcoming capital improvement programs in Dallas County. Firms desiring to provide architectural or engineering, complete the form and return it to the Dallas County Purchasing Department where it is filed for informational purposes. The form shall be updated annually by the consulting firm or when changes occur, e.g., change of address, key personnel, type of organization, etc.

23.08 **Project announcement:** When the Commissioners Court approves an appropriation of funding for project requiring architectural or engineering services, the department responsible for project management will develop detailed project cost estimates for the required scope of work and will submit a project development report to the Commissioners Court to include a defined scope of work and estimated funding requirements for the various elements necessary to accomplish the project. After approval by the Commissioners Court of the project scope of work and funding requirements, the Purchasing Department will mail a letter of notification (Request for Proposals Qualifications or Letters of Interest) to those firms with current Standard Form 254 on file. The Purchasing Department upon request by the responsible department shall have advertisements placed in local newspapers for a period of not less than two weeks. The announcements will request that all proposals or letters of interest prepared by architectural and engineering firms include an expression of interest in any specific project included in the announcement and be returned to the Purchasing Department.

23.09 **Processing proposals/letters of interest:** Upon receipt of proposals, statements of qualifications, or letters of interest, within the specified time required, a tabulation will be made by the Purchasing Department on a standard form of the firms which have responded which will be distributed to the appropriate department and/or Selection Committee. The Selection Committee may consist of members appointed by the department responsible for project management and will include Assistant Directors, Project Managers, Project Architects, Project Engineers, the Commissioners Court Administrative Planning and Development Coordinator, a representative from major participating governmental entities and a representative of the Purchasing Department. The M/WBE Coordinator will attend all meetings to monitor minority business involvement.

Firms will be notified and formal Statements of Qualifications submitted as required by the particular selection committee. Each member of the Selection Committee shall
review said Statements of Qualifications and rank each submittal based upon requirements necessary for each project in the Letter of Notification. A tabulation of the Selection Committee’s rankings will be made and a Short List reflective of the number of submittals may be created.

23.10 Consultant interviews: The Selection Committee may schedule interviews with firms on the Short List. The interview is used to determine the capability of a firm to deliver the architectural or engineering services needed by the requesting department. A basic interview format is used, but each interviewer is encouraged to probe fully the qualifications of the firm beyond this format, including contact and consideration of responses from references (see Section D 23.01 - 23.03). Each member of the Selection Committee independently evaluates each firm, utilizing the criteria outlined in Section D 16.01 - 16.05 above, as well as an Architect/Engineer Rating Form (Exhibit 6), and then a consensus is reached by the group concerning ranking of the firms being considered. Rating forms from each member will be tabulated and retained for record purposes and for subsequent submission to the Commissioners Court. The M/WBE Coordinator shall rate all firms with regard to Item III of the Architect/Engineer Rating Form.

23.11 Selection of consultants: For certain projects requiring unique qualifications, other senior architects and engineers in the requesting department may be asked to assist in the selection process. The M/WBE Coordinator will also be present at these meetings of the Committee to monitor minority business involvement. The Committee members discuss the requirements and complexity of each project, the experience and record of performance for the prospective firms and match each project with (usually) no more than three firms considered to be best qualified for the project. The criteria established in Section 23.01 - 23.03, Selection Criteria, shall be utilized in rating consultants on the Architect/Engineer Rating Form, with emphasis on the following factors:
A) Previous experience on similar projects
B) Current consultant workload and availability
C) Demonstrated ability to perform required services within County of Dallas time schedule.

23.12 In addition, consideration is given to the following:
A) Consultants involved in litigation with the County of Dallas or representing clients in an issue in litigation are disqualified for the term of litigation.
B) Firms owned or headed by a former County employee are disqualified for a period of one year after their departure from County employment.
C) Firms which have actively and successfully recruited a professional employee of the County away from the Department are disqualified for a period of one year.

23.13 **Recommendations for approval of consultants:** After the Selection Committee completes the task of interviewing and rating firms and the department head has reviewed and approved the ratings, a complete listing of firms responding to the announcement (including a tabulation of the Committee’s ratings), along with a recommendation for selection of firms, is submitted to the Commissioners Court by the Selection Committee through the responsible department head for approval to initiate contract negotiations. The recommendation to the Commissioners shall include a complete and detailed statement of the scope of services to be provided along with appropriate funding and scheduling, as well as any other pertinent information deemed necessary by the Committee or department.

23.14 **Projects requiring special selection procedures:** The previously described process accounts for most architectural and engineering services selection and is specifically designed to address the typical project and workload. Occasionally, the Commissioners Court may authorize a project of a size or a uniqueness that requires special skills and a more thorough evaluation of experience and capability. In these instances, the responsible department may develop a listing of four to six firms known or believed to have unique qualifications and competence in the special field required for the project. In addition, these projects may be advertised through the Purchasing Department, as outlined in Section 23.05. These firms are given a description of the project and invited to submit a written summary of their qualifications for the project and a work program for accomplishing the task, including the specific personnel to be assigned with their qualifications, other firms to be used, etc. These firms are then screened or rated by senior staff in the department, and a group of usually no more than three is selected for interview. The interviewing panel may include specialized County of Dallas personnel outside the managing department. A suggested interview format is developed for use by the interviewers as well as a method of evaluation. Upon completion of interviews, each member shall rank the firms as outlined in Section 23.08 above. Recommendations to the Commissioners Court for authority to negotiate fees shall be in accordance with Section 23.10 above.

[Court Order 91-0393, 03/05/91]
CONTRACT CONSIDERATIONS FOR NEGOTIATION

23.15 Upon approval by the Commissioners Court of the Selection Committee's recommendations and after funds have been budgeted for the project, negotiations will be initiated with the highest ranked firm. If in the opinion of the Selection Committee or department head a fair and reasonable fee cannot be negotiated with the highest ranked firm, negotiations will be terminated and initiated with the second highest ranked firm, and so forth until a fair and reasonable fee, within establish budgetary limitations and acceptable to the Committee, panel and/or department head is reached or the project is otherwise canceled.

23.16 Dallas County may elect to designate or specify in the announcement for architectural and engineering services (Request for Qualifications) the estimated construction cost or the maximum construction budget for certain projects.

23.17 For all projects or phases of projects where the scope of work has been clearly and fully defined, with a definite time frame and approved by the Commissioners Court, contracts will be negotiated based upon "not to exceed" fixed price basic fees for architectural and engineering services.

23.18 Special services fees shall be determined based upon the product of direct salary costs times a multiplier and subject to confirmation by an audit of the firms financial records. Special services fees and/or reimbursable expenses for subconsultant or subcontract services shall be determined on invoice costs, plus 10%. Subconsultant or subcontract services agreements shall be subject to audit and subject to approval of the Committee, panel and/or department head. All Dallas County architectural and engineering services contracts will contain maximum "not to exceed" total fees to be made up of the basic fee plus special services fees and reimbursable expenses.

23.19 After negotiations have been concluded, the responsible department will have prepared a "Report of Negotiations" for submission to the Commissioners Court for approval prior to the award of a contract. The report will include but not be limited to:

A) a detailed summary of negotiations with cost data utilized in the negotiation process;
B) a complete certified audit, if requested by the County, of the firm's financial records; and
C) a draft contract format to include all fees and schedules for the services to be provided.

[Court Order 91-0393, 03/05/91]
MINORITY/WOMEN-OWNED BUSINESS INVOLVEMENT EVALUATION

23.20 The consultant shall comply fully and totally with Dallas County Minority/Women-Owned Business Involvement Policy. This Policy was adopted August 25, 1986 by Court Order 86-1198 and amended May 11, 1987 by Court Order 87-833 and February 28, 1988 by Court Order 88-334. All proposals (RFP) for architectural/engineering services in response to project announcements shall include the appropriate forms with complete data regarding minority/women participation. Copies of the Minority/Women-Owned Business Involvement Policy, necessary forms and information may be obtained from:

Dallas County
Minority/Women-Owned Business Enterprises Coordinator
411 Elm Street
Dallas, Texas 75202

23.21 The following criteria are defined to provide a systematic and impartial evaluation and documentation of the degree or extent to which Minority/Women participation in the project will be achieved:

A) minority/women ownership/interest in the architectural or engineering firm. Percent of ownership and position in active operations or management of the firm shall be given.

B) list of all other minority/women-owned firms that will be involved in the project and nature and extent of their involvement. This list shall provide percent of ownership, position and extent of management in operations of the firm.

C) assignment of qualified minority/women employees to the project. This shall include these employees of the consultant and other firms involved in the project.

[Court Order 91-0393, 03/05/91]
CHILLERS/REFRIGERANT POLICY

24.00 The Dallas County Chillers/Refrigerant policy covers the installation of any new chillers with CFC refrigerants.

24.01 New Chillers with CFC refrigerants that are not compatible with the HCFC such as R-22 and R-123 or HFC's such as 134 are not acceptable for installation in County buildings or property.

24.02 Chillers that operate with only R-11 are not acceptable for installation in County buildings or property.

[Court Order #89-0614, 04/10/89]

PROCEDURE

24.03 Notice of this policy shall be provided to all architectural/engineering consultants that provide services to Dallas County.

[Court Order #89-0614, 04/10/89]
From: Bill Melton
To: Kristin Branam
Date: Mon, Jun 25, 2001 5:11 PM
Subject: Re: Purchasing policy--comments requested

As this Department was part of the Pilot Project for on-line purchasing and finding no apparent significant changes from current procedure, we concur with the Proposal, on that basis.

>>> Kristin Branam 06/04 9:08 AM >>>
Attached you will find the revised purchasing policy. This policy has been approved by Commissioners Court for a 30 day comment period.

Please respond by Friday, July 6, 2001. Any comments received after Friday, July 6 will not be included in the re-brief to the court.
From: Angela Igrisan
To: Kristin Branam
Date: Thu, Jun 7, 2001 5:14 PM
Subject: Re: Purchasing policy--comments requested

Kristin:

section 7.01 - I don't think the County has the "E) Child Welfare Department" anymore. Also in 7.03 F - Might want to remove those.

section 15.00 "For service contracts the use of..." is a run on sentence - needs to be rearranged, or put a comma after contracts...

section 16.03 header seems to be missing a comma after "issued" but the whole sentence needs clarification/re-writing.

section 23.08 second paragraph has a typo "Committee=s". Delete "=" and insert an apostrophe.

That's it! Thanks

>>> Kristin Branam 06/04 9:08 AM >>>
Attached you will find the revised purchasing policy. This policy has been approved by Commissioners Court for a 30 day comment period.

Please respond by Friday, July 6, 2001. Any comments received after Friday, July 6 will not be included in the re-brief to the court.
From: Jim Badgett
To: Branam, Kristin
Date: Mon, Jun 4, 2001 4:14 PM
Subject: Fwd: Purchasing policy--comments requested

June 4, 2001

Kristin,

I read the attached Purchasing Policy. Under Emergency Purchases, page 19, Section 4.00, what is the maximum amount Purchasing can authorize? This might need to be included. That is the only section I questioned.

Jim Badgett
Dallas County Fire Marshal
From: Stoney Greene
To: Kristin Branam
Date: Wed, Jun 6, 2001 4:07 PM
Subject: Re: Purchasing policy--comments requested

Concur with the proposed memorandum.

>>> Kristin Branam 06/04 9:08 AM >>>
Attached you will find the revised purchasing policy. This policy has been approved by Commissioners Court for a 30 day comment period.

Please respond by Friday, July 6, 2001. Any comments received after Friday, July 6 will not be included in the re-brief to the court.
Date: August 29, 2001

To: Members of Commissioners Court

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

Subject: Approval of DDA Plan

Background
The Honorable Judge Dan Wyde, County Criminal Court No. 3, requests approval of his DDA plan. Judge Wyde has submitted the plan to the Personnel/Civil Service Department for review and submission to Commissioners Court for approval. In reviewing the plan, it was noted that Judge Wyde had included parking reimbursement as a distribution. Judge Wyde was contacted and advised of the DDA guidelines as established under Court Order No. 2000-2239, which prohibit this type of distribution, as outlined in his plan. As a result, Judge Wyde requested that the distribution for parking reimbursement be deleted from his DDA plan and submitted to Personnel/Civil Service and the Commissioners Court as revised.

Impact on Operations
Approval of this plan would afford Judge Wyde the opportunity to reward employees for their performance, improve the knowledge of his employees, and provide employees an incentive to improve operations.

Financial Impact
Approval of this request would not result in additional financial burden on Dallas County.

Recommendation (or Recommendations)
The Personnel/Civil Service Department recommends Commissioners Court approve the attached DDA plan submitted by Judge Wyde, which, with the exclusion of the distribution for parking reimbursement, is in compliance with current DDA guidelines.

Recommended by:
Mattye Mauldin-Taylor, Ph.D.
Director of Personnel/Civil Service
COUNTY CRIMINAL COURT #3
DDA DISTRIBUTION PLAN
PURPOSE

To reward employees who are working to increase the efficiency of the court and to improve the services provided to the residents of Dallas County.

IMPLEMENTATION

County Criminal Court #3 establishes a plan for DDA Distribution to include:

1. Performance Award
2. Tuition Reimbursement

This plan will be administered and directed at the discretion of the Judge, within the guidelines set forth below.

GOALS

The plan for distribution should improve employee performance and enhance the operational efficiency of the court.

Further, the plan should be measurable, clearly defined, realistic, and ensure equal access to all department employees.

PLAN

Performance Awards:

Procedure: The Judge may grant Performance Awards based on completion of an assigned project or increased performance. Performance criteria must be documented/written at the beginning of an award period. The Judge and the employee must agree in writing to a target date for acceptable completion of a project or a specified increase in production and the Performance Award. If the condition is met, the Judge may grant the employee a Performance Award.

Review: The Judge will review the outcome of the project or production. The review will be based on:

1. acceptable completion (timeliness/quality of outcome); and
2. achievement of goal; and
3. resulting cost savings, if any; and

4. resulting improved service to lawyers and their clients.

Award: The Judge will determine the appropriate Performance Award (subject to DDA limitations).

Tuition Reimbursement:

Procedure: Tuition reimbursement is intended to encourage acquisition of additional specific knowledge and skills which will add to and enhance the ability of the employee to carry out job functions and contribute to optimum functioning of the court. Funds are intended to offset the costs of occasional classes taken by individuals in the department. An employee must be registered in an accredited learning institution, or attending a job related seminar. Upon the completion of the class semester or seminar, the employee must submit an itemized bill and final (passing) grades or certificate of attendance to be considered for tuition reimbursement. Reimbursement will not exceed the actual out-of-pocket cost of tuition, books and fees, and will not include any costs of transportation, food or lodging.

Review: The Judge will review and verify all requests for tuition reimbursement. The review will be based on:

1. appropriateness of the training or seminar toward employee’s actual job function, and

2. awards should be made on a “first-come, first-served” basis; and

3. in the case of two similarly qualified employees requesting reimbursement, when funds are limited the following criteria is to be utilized to determine which request to reimburse:
   a. the employee with the most seniority; and
   b. the employee with the higher grade point average; and
   c. the employee with the largest number of core credit semester hours (related to job).

Award: The Judge will determine the amount of reimbursement; however, he may not exceed State tuition rates and the limitations of the DDA.

Parking Reimbursement: **Delete per Judge Wyde**
Procedure: The Judge may, at his discretion reimburse a full-time employee of the court for their monthly parking cost at a county courthouse parking garage.

Award: The Judge will determine the amount of reimbursement. Reimbursement may not exceed the monthly cost of parking in a county courthouse garage.

DDA DISBURSEMENT PLAN CONDITIONS

1. An employee is defined as any full-time person employed within County Criminal Court #3

2. Awards will be authorized only if there is appropriate funding in the Department's DDA account.

3. No employee is guaranteed any award, reimbursement, or salary adjustment. Nothing in this DDA Distribution plan expressly states or implies any such guarantee.

4. Awards will reflect the quantifiable evaluation of the employee's achievements or situation

5. The maximum Performance Award is 8% of the employee's base salary

In keeping with the spirit of the DDA concept, the Judge of County Criminal Court #3 will periodically review the plan and submit any changes through the proper channels for approval.

Submitted 8-22-01 by [Signature]

Judge Dan Wyde
County Criminal Court #3
226

September 4, 2001

MISCELLANEOUS

1) **HISTORICAL COMMISSION** - requests that the County inform the Texas Historical Commission (THC) that it supports the City of Rowlett’s efforts to relocate the J.E. Coyle House (4822 E. Main) to another site within the city; the house, which was built in 1918 by one of Rowlett’s founding families, is regarded as historic. is eligible for inclusion on the National Register of Historic Places, and will be negatively affected by either of the two alignments that are presently under consideration for the George Bush Turnpike. Relocation is supported by the Coyle family which still owns the property. THC has jurisdiction in this matter since property is eligible for National Register and since federal funds are involved in the turnpike project. County’s support has been formally requested by the City since relocation approval is usually difficult to obtain.

2) **PLANNING & DEVELOPMENT HOUSING REHABILITATION PROGRAM**
The U.S. Department of Housing and Urban Development (HUD) announced recently that they have delayed the effective date for the new lead-based paint regulations until January 10, 2002 if entities request an extension by September 10, 2001. Staff requests permission to submit the necessary paper work for Judge Jackson’s signature so that this extension can be obtained.

3) **HEALTH AND HUMAN SERVICES** - requests

   a) authorization to purchase two PT-2000 scanners and five PT-2000 wands for a total of $1,965.00. The scanners are used to enter participants’ data (meals and trips) into the Advanced Information Managers’ system. There is no financial impact to Dallas County and the scanners and wands will be paid out of Health & Human Services Nutrition Department, Special Equipment Fund, FY2001. (8400.8610.2001)

   b) permission to accept equipment from Mr. and Mrs. Jeffrey W. Miller: 1 Mosquito Trap by EPAR and 1 Carbon Dioxide Tank by EPAR. Estimated value of $1,500.
4) **TAX ASSESSOR/COLLECTOR** - requests:

a) authorization to hire “AccountTemps” accountant and clerk to help reconcile the Tax Assessor/Collector’s bank accounts at an estimated total cost of $15,000 for nine weeks. Funds are available within the Tax Assessor/Collector budget in account 01060 (Salaries - Extra Help) to be transferred to account 05590 (Other Professional Fees). Recommended by Office of Budget and Evaluation.

b) Commissioners Court’s approval of the standard tax collection agreements with the cities of Balch Springs and University Park.

5) **OFFICE OF BUDGET AND EVALUATION** - requests authorization to transfer $339,664 from Emergency Reserves to Court Costs Miscellaneous in order to fund court costs through the remainder of FY2001. This amount represents the difference between court cost projections from mid-year and current projections. This will not impact the FY2002 Budget as the higher court costs projection has been used when projecting FY2001 expenditures (FY2001 ending balance).

6) **PUBLIC WORKS** - requests permission to transfer $2,226,409.00 from Fund 424 Bucket 00424-0000-00000-2000-0000-00000-00000-0000, to Clay Road Project 91-846/East Glen Road to SH 352, 00424-0000-08311-2000-0000-50165-0000-0000. Funds transfer is necessary for construction contract for Clay Road Project 846.

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**TRAVEL REQUESTS**


8) **FORENSIC SCIENCES-CRIME LABORATORY** - requests permission for Rosie Brewer, Linda Robinson, Sylvia Reyes and Jacqueline Harris to attend the Texas Association of Property/Evidence Inventory Technicians Conference held in Bedford, Texas - October 25-26, 2001 - $629 from General Fund Crime Lab, Conference Travel (00120.3311.04210.2001).
9) **DATA SERVICES** - requests permission for John Hennessey to attend the CUC IT Directors Meeting/JCIT Meeting held in Austin, TX. - September 12-14, 2001: $516 from the General Fund, Data Services, Conference Travel, FY2001 Budget (00120.1090.4020.2001).

10) **HEALTH AND HUMAN SERVICES** - requests:

   a) permission for Earlene Quinn to attend the Annual Texas Ryan White Meeting held at the Renaissance Austin Hotel in Austin, Texas, - September 26, 2001 - $150 from Fund 00466, HSPC-T2 #65508, Workshop 04210, FY2001 Budget (00466.65508.04210.2001).

   b) permission for the STD/HIV Clinic Staff; HIV Early Intervention Staff to attend the Annual Update on Sexually Transmitted Diseases held at the University of Texas Southwestern Medical Center in Dallas, Texas - November 2-3, 2001 - $600 from Grant STD Trg./CDC, Conference Trng, FY2001 Budget (00466.08900.02460.2001).

   c) permission for Thomas J. Davis to participate in the Annual Disease Intervention Specialist Update held at the Holiday Inn North in Jackson Mississippi - November 5-7, 2001 - $646.50 from Grant 00466, STD Trg./CDC, Conference Trng., FY2001 Budget (00466.08900.02460.2001).

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**EXCEPTION TO TRAVEL REQUEST**

UNLESS SPECIFICALLY OBJECTED ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

   d) permission for Darla Spencer and Salcha Faheem to attend the 2001 Energy Conference held in Austin, TX. - September 18-20, 2001: $1,125 from Fund HHS/CEAP, Training Fee, FY2001 Budget (00466.0351.02460.2001).


### MISCELLANEOUS EQUIPMENT

1) **DEPARTMENT:** 1010  
   **ITEMS:** County Judge  
   **ESTIMATED COST:** 1 – Dell PC  
   **$1,497**  
   **FUNDING SOURCE:** Contingency, Computer Hardware  
   **EXPENDITURE SOURCE:** 00120.1010.08630.2001 (General Fund, County Judge, Computer Hardware, FY 2001)  
   **PROPOSED ACTION:** The County Judge has requested to purchase a replacement computer. Recommended by the Management Information System’s Director.

2) **DEPARTMENT:** 3137  
   **ITEMS:** Sheriff’s Office Patrol  
   **ESTIMATED COST:** 1 - Scanner  
   **$185**  
   **FUNDING SOURCE:** Within Budget  
   **EXPENDITURE SOURCE:** 00120.3137.08630.2001 (General Fund, Patrol, Computer Equipment, FY 2001)  
   **PROPOSED ACTION:** Sheriff’s Office Patrol requests authorization to purchase a scanner to be used to scan in accident reports, so they can be sent electronically rather than having to send paper copies and pay postage. Recommended by the Office of Budget and Evaluation.
TELECOMMUNICATIONS REQUESTS

Public Works M-0108025 requests to install a data-line to support the addition of a plotter to the network. Installation: $124.11; no monthly service increase. Recommended.

Juvenile
M-0108032 requests to provide system programing to configure phones to better handle incoming calls. Installation: $242.00; no monthly service increase. Recommended.

M-0108027 requests to relocate existing fax line from room 2-32 to room 2-55 in order to provide better access. Installation: $41.37; no monthly service increase. Recommended.

Criminal District Court M-0108041 requests to add a data-line cable on the 6th floor room E-7 to provide access to the network. Installation: $41.37; no monthly service increase. Recommended.

Civil Support Clerk M-0108045 requests to install two data-line cables to provide network access in room #4129. Installation: $125.00; no monthly service increase. Recommended.

Family Support Clerk M-0108047 requests to install two data-line cables to provide network access in room #4129. Installation: $87.50; no monthly service increase. Recommended.

Constable Precinct-4 M-0108039 requests to install three data-line cables at the Galloway location to provide access to County network. Installation: $150.11; no monthly service increase. Recommended.

Fire Marshall M-0108012 requests to install three data-line cables to provide access to County network. Installation: $229.11; no monthly service increase. Recommended.

Tax Office Farmers Branch M-0108011 requests to install one coaxial cable to relocate a mainframe terminal. Installation: $81.00; no monthly service increase. Recommended.

Sheriff Intake Release M-0108019 requests to install a coaxial cable to support a new mainframe terminal. Installation: $405.00; no monthly service increase. Recommended.

Constable Precinct-2 M-0108023 requests to install a data-line cable to provide access to network. Installation: $41.37; no monthly service increase. Recommended.

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.