DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA
February 4, 2003

MAJOR CAPITAL PROJECTS REVIEW
AT 8:00a.m.

to be followed by
REGULAR COURT

REPORTS/RECOMMENDATIONS/REQUESTS PAGE NOS.

1) Regional Transportation Authority for Collin, Dallas, Denton
   Tarrant County Area..............................................................N/A

2) HEALTH & HUMAN SERVICES
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   b) Bioterrorism Response Planning between the Dallas County
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      Texas Southwestern Medical Center at Dallas.......................22-27
   c) City of Dallas Interlocal Agreement – Supplemental
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   f) Systems Benefit Fund – Contract Amendment.......................94-96
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5) MANAGEMENT INFORMATION SYSTEMS

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b) Contract for Data Services between Court Ventures Inc. and Dallas County...............................................................101-108
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6) ENGINEERING & PROJECT MANAGEMENT

a) Administration Building – Fire Alarm System Upgrade. (Proposed Work Order #22)...............................................112-118
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11) **PUBLIC COMMENTS**

Speakers......................................................................................N/A

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

- Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**

Legislative Briefing – Friday, February 7, 2003 @ 9:30 a.m., Commissioners Courtroom
TO: COMMISSIONERS COURT

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

DATE: February 4, 2003

SUBJECT: 2003 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM

BACKGROUND

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

Officials from TDHCA have advised of the FY2003 CEAP Contract No. 582102 which has received funds in the amount of $1,508,906. The term of this Contract is January 1, 2003 through December 31, 2003.

FINANCIAL IMPACT

Of the $1,508,906, $150,977 is available for administrative costs, $90,586 for case management, $1,538 for training related travel, and $1,265,805 for direct client services, including support services.

OPERATIONAL IMPACT

The FY'03 program will be operated in essentially the same manner as the previous programs. Staff funded under this Contract include: one (1) CEAP program monitor; one (1) administrative assistant; one (1) administrative program assistant; two (2) eligibility referral specialists; one (1) clerk V; one (1) clerk IV; and two (2) receptionists/clerks. The case management component, Health/Human Services Department caseworkers, and employees of external social services agencies will process applicants and clients in accordance with the program guidelines and regulations. A copy of the proposed operational budget for the program is attached.

LEGAL IMPACT

Contract number 582102 between the Texas Department of Housing and Community Affairs and Dallas County requires the signatures of the County Judge. TDHCA plans to execute the FY2003 CEAP contracts electronically. The name of the party authorized to sign on behalf of Dallas County shall be submitted to the Energy Assistance Section, along with Attachment B.
RECOMMENDATION

It is recommended that the Dallas County Commissioners Court does hereby approve the FY2003 Comprehensive Energy Assistance Program (CEAP) Contract with the Texas Department of Housing and Community Affairs in the amount of $1,508,906, and authorize the County Judge to electronically sign the related contract documents on behalf of Dallas County.

Recommended by: Betty Culbreath-Uster, Director

cc: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
    Ryan Brown, Budget Officer
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
ATTACHMENT A - BUDGET

CONTRACTOR NAME: DALLAS COUNTY DEPT. OF HUMAN SERVICES
CONTRACT NUMBER: 582102
ALLOCATION YEAR: 583
ALLOCATION PERIOD: 01/01/2003 - 12/31/2003

DEPARTMENT FINANCIAL OBLIGATIONS

$1,507,369.00 CEAP FUNDS CURRENTLY AVAILABLE
1538.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

$1,507,369.00 TOTAL ANTICIPATED CEAP FUNDS
1538.00 TOTAL ANTICIPATED TRAINING TRAVEL ALLOWANCE FUNDS

BUDGET FOR AVAILABLE ALLOCATIONS

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>FUNDS</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$150,977.00</td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td>$90,586.00</td>
<td></td>
</tr>
<tr>
<td>Direct Services</td>
<td>$1,265,805.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$1,507,368.00</td>
<td></td>
</tr>
<tr>
<td>Energy Crisis</td>
<td>$63,290.00</td>
<td>5.00</td>
</tr>
<tr>
<td>Co-Payment</td>
<td>$126,581.00</td>
<td>10.00</td>
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<tr>
<td>Elderly and Disabled</td>
<td>$632,903.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Heating and Cooling Systems</td>
<td>$379,741.00</td>
<td>30.00</td>
</tr>
<tr>
<td>Direct Services Support</td>
<td>$63,290.00</td>
<td>5.00</td>
</tr>
<tr>
<td>TOTAL DIRECT SERVICES</td>
<td>$1,265,805.00</td>
<td>100</td>
</tr>
</tbody>
</table>

Contractor’s service area consists of the following Texas counties:
Dallas County

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 10.00% of the contract expenditures, excluding Training Travel costs.

Case Management costs are limited to 6.00% of the contract expenditures excluding Training Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Contractor may adjust dollar amounts within the following components at levels not to exceed 10% of said components. Energy Crisis may not exceed 10% of Direct Service dollars expended expenditures. Subgrantees Contractor must obtain a written waiver from the Department if they wish to exceed 10% prior to the obligation and expenditure of funds. Co-payment, Elderly (may not exceed 50% of Direct Services dollars expended expenditures), Heating/Cooling Systems (may not be less than 10% of Direct Services dollars expended expenditures), and Direct Services Support (may not exceed 5% of Direct Services dollars expended expenditures).

Department’s prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval.
Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

For other than additional funding added to the Allocation Period, Contractor is limited to only one budget revision during the first 6 months of the Allocation Period. A second and final budget revision may be considered by the Department 60 days prior to the end of the Allocation Period.

While Contractor may choose to use funds other than "Direct Service Support" to conduct outreach, documentation is required. Contractor shall provide services under all components in this category. Failure to do so may result in contract termination.

Effective Date of Budget: 01/01/2003
I. GLOSSARY OF TERMS

Affordability - to have the financial capacity to meet an obligation.

Assessment - identifying, gathering, comparing and evaluating information and data about a client household in order to determine the type and nature of problems involved, the capacities and resources of the client household, and the services needed to assist the client household.

Case Management - involves conceptualizing the client household in its social environment; identifying, providing and/or referring the client to other social services, legal services, health services, etc.; working with the client to develop solutions to the problems and coordinating and monitoring progress made toward resolution of the problem; representing or advocating on behalf of the client with other service providers to assure that needed services are provided.

Client Service Agreement - written agreement between the agency and the client concerning the target problem(s), the goal(s) and strategies and the roles and tasks of the participants. The agreement must be dated and signed by all parties, must be guided by a time-line and must include statement of the consequences for breaking the agreement.

Energy Burden - heating and cooling expenditures of the household for energy divided by the income of the household.

Energy Education - the process whereby individuals and households learn to use energy efficiently, improve their indoor comfort, and become aware of how their behavior affects energy consumption, energy cost, and health and safety within their homes.

Energy Need - the home energy requirements of a household determined by taking into account both the energy burden of the household and the unique situation of the household that results from having members of vulnerable populations, such as very young children, individuals with disabilities and frail older individuals.

Energy Self-Sufficiency - is achieved when the low-income household is consistently able to pay 100% of its total monthly energy bill (see affordability).

Goal - a statement of broad results, outcomes or impacts sought by clients.

Home Energy - energy used to heat or cool residential dwellings, to heat water, and cool food.

Household - any individual or group of individuals living together as one economic unit for whom residential energy is customarily
purchased in common or who make undesignated payments for energy in the form of rent.

Inputs - the resources a program makes available to carry out its activities.

Leveraging - obtaining additional non-federal resources to help low-income households meet their energy needs.

Measure - quantifiable information that is chosen to assess and describe program success or failure.

Mission - a statement of the purpose for which a program was created.

Outcome - a measure of the program’s result or effect on its customers. Outcome measurements may cover activities that are largely under the control of program managers, or they may extend to an even broader set of measures (often called measures of impact) representing results that the program may influence but does not achieve on its own (e.g., a reduction in the amount of energy used as a result of weatherizing a home).

Output - a measure of the product and/or activities of a program.

Outreach - method a set of activities that actively attempts to identify clients who are in need of services, alerts these clients to service provisions and benefits, and helps them use the services that are available.

Performance - a process for determining if a program is successful, as measured by expected outcomes and/or outputs.

Poverty Income Guidelines - Income guidelines issued by the Secretary of Planning and Evaluation United States Department of Health and Human Services.

Referrals - linking a client household with an agency, program, or professional person that can and will provide the service needed by the client.

Targeting - focusing assistance to households with the highest home energy needs.

Vision - a statement of a preferred future that spells out the conditions and quality of life to be achieved by a program’s clients.

Weatherization - in the LIHEAP program, this refers to energy conservation measures and other cost-effective energy-related home repair.

II. PROGRAM GUIDELINES

A. DEFINITIONS

The primary intent of the Comprehensive Energy Assistance Program is to make funds available to enable Contractors to respond to energy needs affecting low-income households who have an income at or below 125% Poverty Income Guidelines and who are unable to meet their household energy needs. Under this program, a household is not entitled to a pre-set amount of assistance.

Contractor shall provide all potential clients the opportunity to apply for the Comprehensive Energy Assistance Program.

B. PRIORITY
Contractor shall give priority to eligible households containing one or more persons age 60 or above, individuals with disabilities and families with young children under six years of age. Priority shall be given to households with the lowest incomes that pay a high proportion of their incomes for residential energy. Contractor demonstrates adherence to these priorities by documenting special outreach efforts directed at these populations. Contractor shall also put in place a priority rating system to be applied to each applicant household. Department will monitor Contractor on these efforts.

The term disability may include conditions which render individuals unable to engage in any substantial employment by reason of any medically determinable physical or mental condition which can be expected to last for a continuous period of not less than twelve (12) months.

C. SERVING RENTERS

The provisions set by this plan for non-renters also apply to those renters who have a separate meter or who pay their utility and/or fuel bills separately from the rent.

For those renters who pay heating and cooling bills as part of their rent, Contractor shall make special efforts to determine the portion of the rent that constitutes the fuel and/or utility payment. Contractor shall exercise care when negotiating with the landlords so the cost of utilities quoted is in line with the consumption for similar residents of the community. If Contractor pays the landlord, then the landlord must furnish evidence that the landlord has paid the bill and the amount of assistance must be deducted from the rent.

III. ELIGIBILITY GUIDELINES

A. INCOME ELIGIBILITY GUIDELINES

Contractor shall only distribute available funds under the Comprehensive Energy Assistance Program to households needing energy-related assistance and having an income that does not exceed 125% of the current Poverty Income Guidelines as issued by the Secretary of Planning and Evaluation, U.S. Department of Health and Human Services (USDHHS).

When the Poverty Income Guidelines are updated, this program will follow the most current published guidelines. Income refers to total annual cash receipts before taxes from all sources. Income is more fully described in General Policy Issuance #2000-3.1. Contractor shall annualize income data for a part of a year in order to determine eligibility. Each Contractor shall determine the method of annualizing most appropriate to that locality and abide by that method only for all recipients equally through the end of the contract period. During a contract period, a Contractor may not utilize a combination of income calculation methods.

All households at or below 125% of the Poverty Income Guidelines will be afforded access to the program. This applies to all components. There are no categorical eligibility options. All applicant households will be determined eligible according to the income guidelines and program procedures.

B. DETERMINATION OF INCOME

Applicants must submit proof of income for all household members 18 years and older. Proof may consist of checks, check stubs, award letters, employee statements, etc., showing the gross monthly income,
if any. Income data for a part of the year must be annualized. In the exceptional case when proof of income is unavailable, an applicant must sign a declaration of income statement. If the applicant has no income, they must sign a statement of no income.

All proof of income must be within 12 months of the application process.

C. INCOME DISREGARD

Payments not considered as income for the purpose of determining eligibility or benefits under this program, are listed in the Poverty Income Guidelines issued by the Secretary of Planning and Evaluation, USDHHS.

IV. PROGRAM ASSISTANCE

This is not an entitlement program.

Contractor may not establish lower local limits of assistance.

Contractor may only provide the following types of assistance with funds from the Comprehensive Energy Assistance Program contract.

* Payment to vendors and suppliers of fuel/utilities, goods, and other services for past due or current bills related to the procurement of energy for heating and cooling needs of the residence, NOT to include security lights and other items.

* Payment to vendors-only one energy bill payment per month as required by component.

* Assistance to households in developing goals for achieving energy self-sufficiency through case management activities. Case management activities may involve coordination of resources, referrals to other programs, and client involvement in developing a client service agreement. Priority must be given to co-pay clients. Others may receive case management services if funds are available after serving co-pay clients.

* Utility assistance to low-income elderly and individuals with disabilities most vulnerable to the high cost of energy for heating and cooling needs of the residence.

* Replacement, retrofitting, or repair of household heating and cooling systems if needed. All replacement units must comply with minimum standard for energy efficiency and must result in energy savings for the client.

* Assistance for an energy-related crisis.

* Payment of water bills only when such cost includes expenses from operating an evaporative water cooler unit. As a part of the intake process, outreach, and coordination, contractor shall confirm that a client owns a properly connected and operational evaporative cooler and has used it within sixty (60) days prior to application to cool the dwelling.

* Payment of other utility charges such as water, wastewater, and waste removal are only allowable if these charges are an inseparable part of a utility bill. Whenever possible, Contractor shall negotiate with the utility providers and clients to pay only the energy portion of the bill.

* Purchase, lease, or repair of butane or propane tanks as well as the
residential lines associated with the tanks or natural gas lines of the dwelling, not to exceed the household's maximum allowable assistance and only if such service ensures the flow of energy necessary for heating and cooling to the household.

* Purchase or repair of residential electric lines, not to exceed household's maximum allowable assistance and only if such service ensures the flow of energy necessary for heating and cooling the household.

* Payment of reconnection fee in line with the registered tariff filed with the Public Utility Commission and/or Texas Railroad Commission. Payment cannot exceed that stated tariff cost. Contractor must negotiate to reduce the costs to cover the actual labor and material and to assure that the utility does not assess a penalty for delinquency in payments.

* Payment of a security deposit only when state law requires such a payment, or if the Public Utility Commission or Texas Railroad Commission has listed such a payment as an approved cost, and where required by law, tariff or regulation or a deferred payment agreement includes such a payment. Contractor cannot pay any security deposit the energy provider will eventually return to the client.

* While utility/fuel rates and repair charges may vary from vendor to vendor, Contractor shall negotiate for the lowest possible payment. Contractor must have a signed vendor agreement on file from the energy vendor receiving direct LIHEAP payments from the contractor.

* Contractor may make payments to landlords on behalf of eligible renters who pay their utility and/or fuel bills indirectly. Contractor shall notify each participating household of the amount of assistance paid on its behalf. Contractor must document this notification. Contractor shall maintain proof of utility or fuel bill payment. Contractor shall ensure that amount of assistance paid on behalf of client is deducted from client's rent.

* In lieu of deposit required by an energy vendor, advanced payments may be made. Deposits are still not an allowable expenditure. Advance payments are not to exceed an estimated two months billings.

V. ADMINISTRATION

A. ADMINISTRATIVE COSTS UNDER CEAP

Administrative functions are of a general nature but are not clearly identified with a particular program. These functions include planning, budgeting and accounting; and establishing and directing a contractor's policies, goals, and objectives.

B. ALLOWABLE ADMINISTRATIVE COSTS

Costs charged to the CEAP must be fair and reasonable. In all cases use the Uniform Grant Management Standards, OMB Circular A-87 for local governments or OMB Circular A-122 for non-profits for determination of allowable and allocable costs and may include:

* Financial and compliance audits
* General board and committee meeting expenses
* Executive Director
* General staff meetings
* Office management
* Accounting and budgeting
* Personnel management
* Purchase and distribution of equipment and supplies
VI. DIRECT SERVICES SUPPORT

A. DEFINITION OF DIRECT SERVICES SUPPORT

Costs that are not administrative in nature but are used for outreach and targeting to eligible households never served under CEAP.

Contractor shall conduct and document outreach and targeting activities (see Glossary of Terms) designed to assure that eligible households, especially households with elderly members with disabilities, or young children, and households who have a high energy burden, are made aware of the Comprehensive Energy Assistance Program.

Outreach activities shall include the activities listed below or other activities that serve the purpose of advertising the availability of the Comprehensive Energy Assistance Program:

1. Provide information through first time home visits, site visits, group meetings or by telephone for the elderly and for persons with disabilities;

2. Distribute posters, flyers, and other information materials in local and county social services agencies, offices of aging, social security offices, in English, Spanish, or language media where appropriate;

3. Provide information on the program and eligibility criteria in articles in local newspapers or broadcast media announcements, in English, Spanish, or language media where appropriate;

4. Provide information on one-to-one basis for applicants in need of translation or interpretation assistance;

5. Work with energy providers in identifying potential applicants;

6. Mail information and applications;

7. Coordinate with other social service agencies to provide LIHEAP information in conjunction with other programs.

Contractor shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Contractor shall provide the elderly or persons with disabilities the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.
B. ALLOWABLE EXPENDITURES

Salaries, fringe benefits, and travel expenditures of staff when conducting outreach to eligible households never served under CEAP. Material and printing costs associated with outreach and targeting to eligible households never served under CEAP.

C. UNALLOWABLE EXPENDITURES

Computer purchases and any related costs must be charged to Administration, not Direct Services Support.

D. TIME/EXPENDITURE ALLOCATION

The contractor must demonstrate that the appropriate share of Direct Services Support cost items are allocated each to outreach, and targeting.

VII. CASE MANAGEMENT

A. DEFINITION OF CASE MANAGEMENT ACTIVITIES

Case management activities under CEAP encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.

The typical case management system should have the following components:

* Designing a client agreement plan with the client;
* Intervening in the community; brokering; advocating; and linking;
* Implementing and monitoring the client agreement plan;
* Evaluating the effectiveness of case management.

Case Management activities include but are not limited to:

* Providing energy conservation education
* Providing budgeting education
* Client counseling
* Advocating on behalf of the clients
* Development of realistic goals
* Identifying resources and household problems
* Discussion of education provided
* Scheduling appointments
* Referrals for obtaining services
* Encouraging responsible vendor and consumer behavior
* Documenting case management activities (case notes)
* Referral follow-up

B. COORDINATION

Contractor must coordinate with other social service agencies through cooperative agreements to provide services to client households. Cooperative agreements must clarify procedures, roles and responsibilities of all stakeholders.

In order to achieve compliance with the LIHEAP Act, Contractor must coordinate with other energy related programs. Specifically, Contractor must make documented referrals to the local Weatherization Assistance Program contractor.

Contractor must coordinate with local energy vendors to arrange for arrearage reduction, reasonably reduced payment schedules, or cost reductions.
Contractor must provide applications, forms, and energy education materials in Spanish, English or other language when appropriate.

C. ALLOWABLE EXPENDITURES

Allowable expenditures include salaries, fringe benefits, and travel expenditures of staff when providing clients with case management services, such as those activities described in Section A. Documentation of Case Management activities (case notes) must be maintained in individual client files.

D. TIME/EXPENDITURE ALLOCATION

The contractor must demonstrate that the appropriate share for case management cost items is involved in activities which encourage and enable households to reduce their home energy needs and the need for energy assistance.

VIII. PROGRAM COMPONENTS

A. ENERGY CRISIS COMPONENT

A bona fide energy crisis exists when extraordinary events or situations resulting from extreme weather conditions or fuel supply shortages or will deplete household financial resources and/or have created problems in meeting basic household expenses, particularly bills for energy so as to constitute a threat to the health or well-being of the household, particularly the elderly, the disabled, or very young children.

NOTE: A utility termination notice alone does not constitute an energy crisis.

In no event shall the sum of all energy crisis assistance provided for the contract year made to or on behalf of any household exceed the actual amount needed to ameliorate the household’s energy-related crisis or $1,000.00 whichever is less. Payments may not exceed client’s actual financial loss or client’s utility bill. The assistance must result in resolution of the crisis. Where necessary to prevent undue hardships or extreme health dangers from an energy crisis, Contractor may directly issue a voucher to provide:

1. Temporary shelter not to exceed $350.00 per household for the duration of the contract period in the limited instances that inoperable heating/cooling appliances or supply of power to the dwelling is disrupted causing temporary evacuation of household members. Payments shall not be made for rent or mortgages;

2. Emergency deliveries of fuel not to exceed $300.00 per delivery per household.

3. Purchase of portable heating/cooling units (portable electric heaters are only allowable as a last resort) not to exceed $1,000.00 per household for the duration of the contract period. Portable AC and heating units may only be purchased in cases of life threatening situations to the client. Contractor must meet local energy crisis criteria prior to purchasing portable units for client.

Documentation of the situation, such as doctor statements and weather data, must be maintained in the client file.

Emergency funds, whether for emergency fuel deliveries with a limit of $300.00, purchase of portable heating/cooling units with a limit of $1000.00, or temporary shelter with a limit of
$350.00, shall be considered part of the total maximum household allowable assistance.

Funds for this program shall not be used to weatherize dwelling units, to purchase medicine, food, transportation assistance, to maintain income, or to pay for penalties or fines assessed against clients.

Time Limits for Assistance

Contractor shall ensure that for clients who have already lost service or are in immediate danger of losing service, some form of assistance to resolve the energy crisis will be provided within a 48 hour time limit (18 hours in life-threatening situations). The time limit commences upon completion of the application process. The application process is considered to be complete when an agency representative accepts an application and completes the eligibility process.

Contractor must maintain written documentation in the client file that it resolved the crisis within the appropriate time deadline. Failure to document efforts taken to resolve the energy crisis on client’s application/file will result in disallowed costs.

### HOUSEHOLDS WITH INCOMES OF:

<table>
<thead>
<tr>
<th>Income Range</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 50% of Poverty</td>
<td>Households may receive amount needed to solve crisis up to $1000.</td>
</tr>
<tr>
<td>51% to 75% of Poverty</td>
<td>Households may receive the amount needed to solve crisis up to $900.</td>
</tr>
<tr>
<td>76% to amount not to exceed 125% Poverty</td>
<td>Households may receive the amount needed to resolve crisis up to $800.</td>
</tr>
</tbody>
</table>

**B. CO-PAYMENT COMPONENT**

The intent of the co-payment component is to achieve long term energy self-sufficiency by reducing the energy cost burden for low-income households through case management activities. The program must target clients with the least income and the greatest energy costs. Energy affordability is achieved when a client household has the financial capacity to meet its energy obligations. Contractor shall enroll CEAP co-payment clients in the program for a minimum period of six months. Clients may be terminated at any time, if the goal of energy self-sufficiency has been achieved. A monthly utility payment on behalf of clients to the utility vendor shall be made based on a graduated scale co-payment system designed by the subgrantee.

* Contractor shall meet with each client on a monthly basis.
* Contractor may obtain the client’s consumption and billing history for the preceding 12 months, to aid the client in budgeting for household expenses.
* Clients with an energy burden higher than that of the average household in the vendor’s service area should receive priority service.
* All payments must be based on actual current program year’s bills.
* Contractor shall provide budget counseling and energy conservation education and coordinate with and refer households to other services which will address the underlying contributing causes of
* Contractor shall document and maintain all case management activities in client files through the use of case notes which demonstrate clients efforts/ progress towards achieving energy self-sufficiency.

* Contractor shall notify in writing and maintain documentation of clients terminated from the co-pay component and document the appeal process.

* Failure to comply with any of the above will result in disallowed costs at the time of the monitoring.

Each co-payment client must have a written client service agreement to provide direction and focus during service delivery. The client service agreement is a contract between the contractor and the client and must be signed by both parties. The client service agreement is a contract and includes agreements concerning the target problems, goals, and strategies, and the roles and tasks of the participants. The agreement must be guided by a timeline. The client service agreement serves as a basis for providing accountability to both the client and the contractor and must include the following elements:

* Specification of target problems
* Statement of realistic goals and timelines as negotiated between the case worker and the client
* Statement of client's tasks and responsibilities required to achieve goals
* Statement of case worker's general tasks and responsibilities which shall include, at a minimum, budget counseling, energy conservation education and coordination with and referral of households to other services which will address the underlying contributing causes of energy induced hardship.

* Specific timeline for duration of agreement (including dates), schedule of services to be provided and tasks to be performed, and schedule of monthly meetings to review plan with the case worker.

* Statement of coordination of all parties who will participate during the client service agreement, including their names and relationship to the client.

* Statement of benefit levels (graduated scale)

* Statement of the consequences to the client if the client fails to meet the provisions spelled out in the client service agreement.

The program must target clients with the least income and the greatest energy costs. Clients may receive up to 100% of the bill and arrears for the first month's bill and the agreed co-payment plan (graduated scale) as long as it does not exceed the set maximum amounts established for their income levels for the program year.

In order to ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and highest energy costs or needs in relation to household income, assistance is to be provided as follows:

<table>
<thead>
<tr>
<th>HOUSEHOLDS WITH INCOMES OF:</th>
<th>IF THE HOUSEHOLD MEETS THE ELIGIBILITY CRITERIA, THEN THE PAYMENT IS BASED ON THE FOLLOWING:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 50% of Poverty</td>
<td>Household may receive an amount not to exceed $1000.</td>
</tr>
</tbody>
</table>
C. ELDERLY AND DISABLED ASSISTANCE COMPONENT

The intent of the elderly (60 years of age or above) and disabled assistance component is to provide assistance to those households most vulnerable to fluctuations in energy costs. Assistance should be targeted to those households that are unable to achieve full energy self-sufficiency through other means.

* The elderly and persons with disabilities shall be a priority of the program.

* Payments on behalf of the elderly may be made based on the previous 12-months heating and cooling billing history. Excess amounts over the actual bill will be treated as a credit with the utility company for the client. In the event a consumption history cannot be obtained, Contractor may make payments on current program year's bill. The reason must be documented in the file. Excess amounts over the actual bill will be treated as a credit with the utility company for the client.

* Elderly households are defined as households with at least one member who is age 60 or above. Disabled households are defined as households with at least one member who has a disability. An individual with a disability is defined as an individual who is unable to engage in any substantial employment by reasons of a medically determinable physical or mental condition which can be expected to last for a continuous period of not less than twelve months. Documentation of disability, (i.e. social security supplement/SSI, doctor’s letter) must be included in client file or be subject to disallowed cost.

* Contractor may provide energy conservation education, budget counseling and referrals if case management funds are available.

The elderly and/or clients with disabilities may receive benefits to cover up to 100% of four bills for four billing periods within the contract year as long as the cost does not exceed the maximum allowable benefit. First payment may be the current bill and arrears Subsequent payments must be the highest consumption months. If one or more of the highest months occurs prior to the date of the application and has been paid by the client, these months cannot be considered for payment. This period must be determined by the local subgrantee based on a 12 month heating and cooling billing history. If a 12 month history is unavailable, the reason must be documented in the client file.

In order to ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and highest energy costs or needs in relation to household income, the following benefit levels shall be used:

<table>
<thead>
<tr>
<th>HOUSEHOLDS WITH INCOMES OF:</th>
<th>IF THE HOUSEHOLD MEETS THE ELIGIBILITY CRITERIA, THEN THE PAYMENT IS BASED ON THE FOLLOWING:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 50% of Poverty</td>
<td>Household may receive an amount not to exceed $1000.</td>
</tr>
<tr>
<td>51+ to 75% of Poverty</td>
<td>Household may receive an amount not to exceed $900.</td>
</tr>
<tr>
<td>76+ to amount not exceed</td>
<td>Household may receive an amount not to exceed $800.</td>
</tr>
<tr>
<td>125% of Poverty</td>
<td></td>
</tr>
</tbody>
</table>
D. REPLACEMENT, REPAIR OR RETROFIT OF HEATING/COOLING SYSTEMS

Beginning with program year 2003, TDHCA will operate the component for REPLACEMENT, REPAIR OR RETROFIT OF HEATING/COOLING SYSTEMS as a stand alone component of CEAP. It remains a component of CEAP and subject to all eligibility requirements that apply to other CEAP components. The intent of the Heating/Cooling component is to help clients achieve energy self-sufficiency by addressing inefficient heating and cooling appliances. Clients may have a high energy burden because inefficient appliances in the home consume great amounts of energy. Inordinately high energy bills during the heating or cooling season would indicate the need for an assessment of the condition of all major heating and cooling appliances in the client's home. The retrofit, repair or replacement of a heating/cooling appliance must be cost effective and must result in a reduction of energy consumption. Water heaters and refrigerators are considered major heating and cooling appliances and shall be considered in the assessment of condition and efficiency of all household appliances may include water heaters and refrigerators. Propane tanks may be considered when propane is used for heating.

Any replacement, repair or retrofit must be based on need, i.e., an energy assessment of all major heating/cooling appliances has determined that the retrofit, repair or replacement of a heating/cooling appliance will result in a reduction of energy consumption. Priority must be given to appliances with the highest energy usage. Replacement of evaporative coolers with refrigerated air is only allowable for medical reasons. Replacement appliances must be an Energy Star rated appliance or must meet Texas Department of Energy Weatherization Assistance Program minimum energy efficiency ratings and standards if Energy Star is not available.

Energy efficiency assessments of central heating/cooling systems must be conducted by licensed HVAC professionals and documentation of the assessment results must be placed in the client files. Energy efficiency assessments of window units, evaporative coolers, space heaters, water heaters and refrigerators may be conducted by trained agency staff. Documentation of the assessment results must be placed in the client files. In contracting out for the service, the subgrantee must follow the Policy Issuance #02-10.2 for procuring goods and services.

The services may include cleaning, tuning and evaluation of systems, repair and replacement of existing components, and replacement of unsafe and inefficient systems including:

* Cooling systems (including duct systems), such as central air conditioners, window air conditioners and evaporative coolers

* Heating systems, such as central/wall/floor furnaces, space heaters, wood burning stoves.

* Water heaters

* Refrigerators

Energy assessments should include, at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

<table>
<thead>
<tr>
<th>Type of appliance</th>
<th>Efficiency rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel used</td>
<td>Location of appliance</td>
</tr>
<tr>
<td>Size of appliance</td>
<td>Condition</td>
</tr>
<tr>
<td>Age of appliance</td>
<td>Size of room where appliance is used</td>
</tr>
<tr>
<td>Input/Output BTU</td>
<td>Recommendation</td>
</tr>
</tbody>
</table>
All repairs, retrofits or replacements must be performed to meet all local codes (use Council of American Building Officials (CABO) when no code exists) in conjunction with the Department's Weatherization Assistance Program health and safety standards. Replacement appliances must meet Department prescribed minimum energy efficiency standards or better as follows:

* Central Heat Systems
  Gas............ER (Efficiency Ratio [%]) = .85
  Electric.......EER (Energy Efficiency Rating) = 10
  COP (Coefficient of Performance) = 2.93.11

* Wall/Floor Furnaces and Vented Space Heaters:
  Gas (only) ER = .85

* Unvented Space Heaters must have a factory installed Oxygen Depletion Sensor System with automatic shutoff. Repair, replacement, or retrofit must reduce CO levels to 25 ppm or less.

* Central Air Conditioners/Whole House Window/Through Wall Conditioners (220 volt)
  EER = 10
  COP = 3.11

* Room Air Conditioners (120 volts)
  EER = 10
  COP = 3.11

* Water Heaters
  Gas EER=.49 to .62
  Electric EER=.88 to .98

* Electric or Kerosene space heaters will not be allowed.

ER - Energy Ratio
EER - Energy Efficiency Rating
COP - Coefficient of Performance

When heating and cooling appliances, water heater appliances, and refrigerators are replaced, the client must surrender the old unit to be disposed of according to applicable state and federal laws. All unvented space heaters replaced must be destroyed beyond repair.

All single-family households' existing refrigerators must undergo metered testing. The results of the testing must demonstrate a minimum annual energy consumption of 1250kwh with an energy efficient refrigerator. Refrigerators in households located in multifamily buildings may be replaced using criteria established by TDHCA based on existing protocols using the units age of the unit as the determining factor. This protocol requires a refrigerator to be manufactured in 1993 or before. Replacement refrigerators must be Energy Star labeled rated with a maximum annual energy consumption of 489kwh. Only one refrigerator per eligible household will be allowed. Documentation of the metering results (or age in case of multifamily) must be maintained in the client file. Kilowatt per hour (KWH) usage of the new refrigerator and the total cost, including installation of the new refrigerator must be maintained in the client file.

When the client is a renter, the contractor must document by a written statement signed by the landlord that the appliance is owned by the client and that the landlord relinquishes any claims to the appliance. (Contractor may seek a waiver of this requirement from the Department for special circumstances on a case by case basis).
Real benefits to the household are based on the energy efficiency needs of the dwelling, as determined by an appliance energy assessment. The maximum allowable costs are as follows:

* Heating and Cooling appliances not to exceed $3000.00 per household.
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
Health and Human Services
DATE: February 4, 2003
SUBJECT: BIOTERRORISM RESPONSE PLANNING BETWEEN THE DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT AND THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

BACKGROUND

The University of Texas Southwestern Medical Center at Dallas (UTSMCD) will collaborate with the Dallas County Health and Human Services (DCHHS) for planning and infrastructure development for preparedness and response to bioterrorism, any emerging infection outbreak or public health emergency. UTSMCD will develop educational modules relating to infectious disease/disease control for County/City and regional organizations such as local fire department, police departments, school staff, area hospitals and emergency rooms, Dallas County Medical Society, practicing physicians and the general public. In addition, UTSMCD will function as a consultant for DCHHS emerging infectious disease, tuberculosis, sexually transmitted diseases, human immunodeficiency virus, data collection, and data analysis teams. The contract shall begin September 1, 2002 and terminate August 31, 2003.

OPERATIONAL IMPACT

This contract with the University of Texas Southwestern Medical Center at Dallas will have no impact on operations.

LEGAL IMPACT

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

FINANCIAL IMPACT

The funding is being provided by the Texas Department of Health Bioterrorism grant. There is no financial impact to Dallas County. The University of Texas Southwestern Medical Center at Dallas agrees to provide a bioterrorism response planning team to the Dallas County Health and Human Services Department at a cost not to exceed $148,522.00. The team will consist of (2) two part-time assistant professors.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the contract with the University of Texas Southwestern Medical Center, and authorize the County Judge to sign the contract on behalf of Dallas County.

Recommended by:  

[Signature]

Betty Calbreath Lister, Director

cc:  
J. Allen Clemson, Court Administrator  
Janet Ferguson, Chief, DA's Office  
Virginia Porter, County Auditor  
Ryan Brown, Budget Officer
STATE OF TEXAS

COUNTY OF DALLAS

§ BIOTERRORISM RESPONSE PLANNING BETWEEN THE DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT AND THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

I

CONTRACTING PARTIES

This Contract is entered into by and between the agencies shown below as contracting parties, pursuant to the authority granted and in compliance with the authorization of the Commissioners Court.

The RECEIVING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

The PERFORMING AGENCY: THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

II

STATEMENT OF SERVICES TO BE PERFORMED

During the term of this Contract, the PERFORMING AGENCY will conduct the following:

(i) Planning and infrastructure development for preparedness and response to bioterrorism, any emerging infection outbreak or public health emergency.

(ii) Develop educational modules relating to infectious disease/disease control to facilitate our collaborations with county/city and regional organizations such as local fire department, police departments, school staff, area hospitals and emergency rooms, Dallas County Medical Society, practicing physicians and the general public.

(iii) Participate in the investigation and control of outbreaks of communicable diseases and emerging infections or public health emergencies.
(iv) Function as a consultant for our data collection and data analysis teams.

(v) Participate in information dissemination activities such as presenting results at national conferences and publishing findings.

(vi) Be present for 40 hours a week and be available for other infectious disease consultations as in tuberculosis, sexually transmitted diseases, human immunodeficiency virus, and emerging infectious diseases.

(vii) Be available for consultation and work with Director, Deputy Director, Medical Director and Chief Epidemiologist as required.

III

BASIS FOR CALCULATING REIMBURSABLE COSTS

By the 10th day of each month, PERFORMING AGENCY shall present a bill for payment based upon 1/12 (one/twelfth) of the total funds authorized under this Project as set forth below:

PERSONNEL

Salary:
100% Assistant Professor (FTE $114,600) $114,600.00

Fringe:
100% Assistant Professor $22,920.00

Sub-Total $137,520.00

DIRECT COSTS (Subtotal) $137,520.00

INDIRECT COSTS (8%) $11,002.00

TOTAL $148,522.00

RECEIVING AGENCY shall compensate PERFORMING AGENCY within thirty (30) days of receipt of a properly documented invoice from PERFORMING AGENCY to be submitted on a monthly basis. A statement of work accomplished shall accompany each invoice.
IV

NOT TO EXCEED AMOUNT

Notwithstanding any provision contained in this Contract, RECEIVING AGENCY’S obligation to PERFORMING AGENCY shall not exceed the total sum of one hundred forty eight thousand five hundred twenty two dollars and no 00/100 ($148,522.00) without prior written modification or amendment to this Contract approved by formal Dallas County Commissioners Court Order.

V

TERM OF CONTRACT

This Contract shall begin September 1, 2002 and will terminate August 31, 2003.

VI

AGENCY

The RECEIVING AGENCY and the PERFORMING AGENCY agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this amended Contract.

VII

APPLICABLE LAW

This Contract is expressly made subject to RECEIVING AGENCY’S and PERFORMING AGENCY’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code, and all applicable State of Texas and Federal laws. This Contract and all matters pertinent 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.

VIII

SEVERABILITY

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

This Contract may not be amended except in a written instrument specifically referring to this Contract and signed by the parties hereto.

X
FORMAL COURT APPROVAL

This Contract is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.

By their signatures below, the duly authorized representatives of the RECEIVING AGENCY and the PERFORMING AGENCY accept the terms of this Contract in full.

EXECUTED THIS ______ day of ____________________________, 2003.

RECEIVING AGENCY:
DALLAS COUNTY HEALTH AND HUMAN SERVICES

BY: Betty Culbreath-Lister
    Director

PERFORMING AGENCY:
UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

BY: John A. Roan
    Executive Vice-President
    for Business Affairs

COUNTY OF DALLAS

BY: Margaret Keliher
    County Judge

APPROVED AS TO FORM

BY: Janet Ferguson
    Chief, Civil Section
    Assistant District Attorney
DATE: January 27, 2003
TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
SUBJECT: CITY OF DALLAS INTERLOCAL AGREEMENT - SUPPLEMENTAL AGREEMENT NO. 1

BACKGROUND
On November 14, 2001, the Dallas City Council authorized the Home Investment Partnership Program Interlocal Agreement with Dallas County in the amount of $300,000. Dallas County has received Supplemental Agreement No. 1 to the Agreement which amends Exhibit A, Statement of Services; Exhibit C, pages 1, 2, and 3; and Exhibit D, pages 1, 2, 3, and 4. The period of this Agreement is November 1, 2001 through October 31, 2002.

FINANCIAL IMPACT
There is no financial impact to Dallas County from this Supplement.

OPERATIONAL IMPACT
Supplement No. 1 amends Exhibit A, Statement of Services, Pages 1-3; Exhibit C, Page 1 of 3, Request for Payment Procedures, Page 2 of 3, Request for Payment, and Page 3 of 3, Exhibit C; and Exhibit D, Page 1 of 4, HOME Eligible Persons Income Guidelines, Page 2 of 4, Rent Limits, Page 3 of 4, Monthly Target Analysis Report, and Page 4 of 4, Verification of Homeless Referral Form. There is no operational impact to Dallas County from this Supplement.

LEGAL IMPACT
Supplemental Agreement No. 1 requires the approval of the Commissioners Court and the signature of the County Judge.

RECOMMENDATION
It is recommended that the Dallas County Commissioners Court approve Supplemental Agreement No. 1 to the Home Investment Partnership Program Interlocal Agreement with the City of Dallas amending the Agreement, and authorize the County Judge to sign the Agreement documents on behalf of Dallas County.

RECOMMENDED BY: Betty J. Culbreath-Lister, Director

attachment
c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Janet Ferguson, Asst. District Attorney, Civil Section
THIS SUPPLEMENTAL AGREEMENT 1 to that certain Interlocal Agreement (the "Contract") by and between the City of Dallas, a Texas municipal corporation (the "City"), and Dallas County Department of Health and Human Services, a political subdivision of the State of Texas (the "Contractor"), evidences the following:

1. The Statement of Services of the Contract is revised as follows:
   Exhibit A, Pages 1 - 3 is replaced with a revised Exhibit A, Pages 1 - 3.

2. The term of the Contract is revised as follows:
   NO CHANGE

3. The Contract is further amended as follows:
   Exhibit C - Page 1 of 3, Request for Payment Procedures
   Page 2 of 3, Request for Payment
   Page 3 of 3, Exhibit C

   Exhibit D - Page 1 of 4, HOME Eligible Persons Income Guidelines
   Page 2 of 4, Rent Limits
   Page 3 of 4, Monthly Target Analysis Report
   Page 4 of 4, Verification of Homeless Referral Form

4. The Contract payment provisions are revised as follows:
   Original Contract amount: not to exceed $300,000.00
   Increase due to:
   Supplemental Agreement 1: not to exceed $0.00
   Contract Amount not to exceed $300,000.00
5. All other terms, provisions, conditions, and obligations of the Contract between the City and Contractor shall remain in full force and effect, and said Contract, and this Supplemental Agreement shall be construed together as a single contractual agreement.

Executed as of this _____ day of __________, 2002, by the City acting through its City Manager, duly authorized by Administrative Action No. ___________, effective ___________, and by Contractor, acting through its County Judge.

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

CITY OF DALLAS:
TEODORO J. BENAVIDES
City Manager

BY _
Assistant City Attorney

CONTRACTOR:
Dallas County Department of Health and Human Services

BY _
Director

RECOMMENDED BY DIRECTOR:

Mary K. Vaughn, Director
Environmental and Health Services Department

BY _
County Judge

APPROVED AS TO FORM:

__________________________
District Attorney
Statement of Services

The Dallas County Department of Health and Human Services currently has an administrative structure in place to provide rental assistance for the mentally ill and disabled persons. Dallas County will administer the HOME Tenant-based Rental Assistance Program, which may include the below-mentioned services:

- Assess the needs of individuals/families
- Facilitate access to ancillary services:
  - Health care, both physical and mental
  - Job training and placement
  - Substance abuse treatment
  - Transportation
  - Hygiene
  - Day Care
  - Food

It is not the intent of the parties to this Agreement to decrease or modify existing programs as a result of this Agreement.

The City of Dallas and Dallas County shall provide a Tenant-based Rental Assistance Program to assist families that occupy substandard housing (including families that are homeless or living in a shelter for homeless families); families that are paying more than 50% of their annual income for rent; or families that are involuntarily displaced. The City of Dallas will reimburse the County for Tenant-based Rental Assistance (Rental Assistance) from federal funds not to exceed $300,000.

These funds will provide rental assistance at the HOME (low and high) rate per unit, per person, per month, for approximately 30 unduplicated households for a minimum of 1 year and up to 24 months. The 30 households may include clients provided assistance under Contract No. 99-0138 who have not received their full assistance. HOME rents include contract rent for the unit, plus utility allowance.
HOME rents are updated annually by the U. S. Department of Housing and Urban Development. Dallas County will make rental payments directly to apartment complexes. Utility payments will be made directly to the utility company, as needed. No payments will be made directly to program recipients. Clients must be from Dallas, however, clients may choose to live anywhere within Dallas County’s jurisdiction, as long as the property owner is willing to participate in the program.

Under this program, rental assistance will be provided for a minimum of 1 (one) year and no more than 24 months to clients in the program while seeking permanent housing. However, on a case by case basis, should Dallas County staff recommend that additional assistance (based on a documented assessment of need) and the availability of funds, assistance may be extended, not to exceed 24 months. This rental assistance program will be administered according to the existing structure used by the County, except that it will be provided hereunder for the clients who do not qualify for the County’s current program.

SPECIFIC SERVICES TO BE PROVIDED

Performance

The program will target those families that occupy substandard housing (including families that are homeless or living in a shelter for homeless families); families that are paying more than 50% of their annual income for rent; or families that are involuntarily displaced. These individuals may be identified by caseworkers from agencies that provide services to the homeless such as emergency shelter, the Stewpot, etc., and/or referred to Dallas County for rental assistance and other support services, or self referral. Program services are offered to non-English speaking clients through Dallas County staff.

Criteria

- Life Skills Training Sessions - will be made available to those clients requiring and/or requesting such assistance as determined by assessment.

- Individual/Families - must be homeless, involuntarily displaced, at/or below the HUD low income limit.
The County may also provide the following additional services at no cost:
- Provide referrals to other service providers for additional help in setting up new households;
- Coordinate with public and private groups for continuity of delivery of donated goods;
- Provide case management to clients following housing placement; and
- Arrange transportation for clients with defined destinations, approved by the County, for job applications, medical appointments and other similar activities, as needed.

The County will also provide monthly reports to the City on:
- The number of clients assisted.
- Identification of support services provided to individuals. Client specific data is to be maintained at the agency’s office in individual client files, available for review by HUD or City representatives upon request. Client ID information may be provided for monthly reporting and monitoring purposes.
- Status of case management follow-up visits. The goal of this program is to assist individuals/families into self-sufficiency. Follow-up will be provided during the term of the lease agreement, as needed.
- Number of intakes completed. Intake data will be maintained in client files and available for review upon request.

### Budget

Cost categories should be consistent with the budget itemized below and approved by the City.

<table>
<thead>
<tr>
<th>Old Budget</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Costs</td>
<td>Program Service Delivery</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>Rental Assistance $225,000.00</td>
</tr>
<tr>
<td>Program Income/Fees</td>
<td>Subtotal $300,000.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td>Program Income/Fees $0.00</td>
</tr>
<tr>
<td></td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

Exhibit A, Page 3 of 3
Exhibit C

City of Dallas
Environmental and Health Services Department

Request for Payment Procedures

PROCEDURES

1. CONTRACTOR may submit a Request for Payment accompanied by the appropriate Proofs of Performance on a monthly basis, but shall submit no less than quarterly. Reports are due within twenty (20) days after the end of the period in which services were performed.

2. CONTRACTOR shall ensure that expenses billed do not exceed the approved budgeted amount.

3. CONTRACTOR will prepare the Request for Payment in the form and format prescribed by CITY for this purpose, Exhibit C, page 2 of 3.

   Proofs of Performance will be submitted with the Request for Payment.

4. Request for Payment should be mailed or submitted to:

   Mamie Lewis, Interim Manager
   Contracts and Grants Division
   Environmental and Health Services Department
   City Hall, 7AN
   Dallas, TX 75201

5. Request for Payment forms and/or Proofs of Performance documentation shall be examined for completeness, consistency, accuracy and compliance with the terms of the corresponding CITY contract.

6. Any Request for Payment and/or Proofs of Performance which are incomplete, inconsistent, inaccurate or not in compliance with corresponding contract documentation will result in a delay in processing the payment.

7. Completion of a Budget Revision Request, Exhibit D, page 4 of 4, may be necessary to carry out the program if expenditures of program operations are not consistent with the approved contract budget. A total budget revision cannot exceed ten percent (10%) of the total contract amount and must be approved by the City.
SA #1: 06-12-02

CITY OF DALLAS
HOME Investment Partnerships Program
Request for Payment

Contractor: Dallas County Department of Health and Human Services
Address: 2377 Stemmons Freeway, 2nd Floor
          Dallas, Texas 75207-2017
Phone #: (214) 819-1859 Marva Jones

Reporting Period: Encumbrance No. PDGH183314
Resolution No. 01-3363
Vendor No. 249410
Term: 11/01/01 - 10/31/02

<table>
<thead>
<tr>
<th>I. Cost Category</th>
<th>Budgeted Amount</th>
<th>Expenses This Period</th>
<th>Cumulative Amount Year-to-Date Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Service Delivery</td>
<td>$75,000.00</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$225,000.00</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$300,000.00</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$300,000.00</td>
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<td></td>
</tr>
</tbody>
</table>

II. Total Not to Exceed

Amount of this Request +
Less: Program Income/Fees -
CURRENT AMOUNT DUE =
Payments Received to Date +$
Payments in Transit +$
Total Contract Payments to Date $________________
Funds Remaining $________________

III. Program Income/Fees

Amount Collected Y-T-D $____________

CERTIFICATION
I certify that this billing statement reflects actual reimbursable costs associated with the provision of the term of the contract between the City of Dallas and Dallas County Department of Health and Human Services. I also certify that all required documentary evidence has been submitted along with the billing statement in accordance with the procedures established by the City of Dallas and that County Health and Human Services is complying with the City of Dallas Implementation Plan for Ozone Action Days.

Signature ______________________ Date ______________

Payment Authorized: [ ] Yes [ ] No

Contract Compliance Administrator ______________ Date ______________

Exhibit C, Page 2 of 3
EXHIBIT C

AGENCY NAME _______________________

Project Description ___________________

Contract Period _______________________

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Original Budget</th>
<th>Change Requested</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Reason for requested change:

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

Signature of Authorized Executive

__________________________________________  Date __________

Printed Name,

________________________________________________________________________

City of Dallas Representative

Date ______  Request Approved / Denied

Exhibit C, Page 3 of 3
Eligible Persons

1. "Eligible Persons" when used in this contract means low to moderate income persons who are members of families whose annual income with respect to the family size does not exceed the following:

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Very Low Income - 30%</th>
<th>60% Low Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$13,950</td>
<td>$27,960</td>
</tr>
<tr>
<td>2</td>
<td>$15,950</td>
<td>$31,920</td>
</tr>
<tr>
<td>3</td>
<td>$17,950</td>
<td>$35,940</td>
</tr>
<tr>
<td>4</td>
<td>$19,950</td>
<td>$39,900</td>
</tr>
<tr>
<td>5</td>
<td>$21,500</td>
<td>$43,080</td>
</tr>
<tr>
<td>6</td>
<td>$23,150</td>
<td>$46,260</td>
</tr>
<tr>
<td>7</td>
<td>$24,750</td>
<td>$49,500</td>
</tr>
<tr>
<td>8+</td>
<td>$26,350</td>
<td>$52,680</td>
</tr>
</tbody>
</table>

2. If during the term of this Agreement HUD modifies income levels set forth above, the Contractor will be bound by and comply with such modified income levels in accordance with HUD regulations.

3. The "60% Limit" is provided since 90 percent of the families receiving tenant-based rental assistance or occupying rental units assisted with HOME funds must be at or below 60 percent of median income for the area, as adjusted. The "60% Limits" have been calculated in accordance with current IRS guidelines to ensure consistency between the HOME Program and the Low Income Housing Tax Credit Program.

4. The "30% Limit" is provided for the HOME Program since the Consolidated Plan requires information on families who are extremely low-income (at or below 30% of median income for the area, as adjusted).
City of Dallas
Environmental and Health Services Department
HOME Investment Partnerships Program

Rent Limits

**HOME Rents**

<table>
<thead>
<tr>
<th># of Bedrooms In Unit</th>
<th>Low Total Rent</th>
<th>High Total Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$582</td>
<td>$736</td>
</tr>
<tr>
<td>1</td>
<td>$623</td>
<td>$790</td>
</tr>
<tr>
<td>2</td>
<td>$748</td>
<td>$950</td>
</tr>
<tr>
<td>3</td>
<td>$864</td>
<td>$1,089</td>
</tr>
<tr>
<td>4</td>
<td>$963</td>
<td>$1,196</td>
</tr>
<tr>
<td>5</td>
<td>$1,064</td>
<td>$1,301</td>
</tr>
<tr>
<td>6</td>
<td>$1,163</td>
<td>$1,406</td>
</tr>
</tbody>
</table>
City of Dallas  
Environmental and Health Services Department  
HOME Investment Partnerships Program  

Monthly Target Analysis Report  

Performance Indicators | Goal | Monthly Accomplishment | Y-T-D Accomplishment |
--- | --- | --- | --- |
# of Unduplicated Households Provided Rental Assistance | 30 | | |
# of Duplicated Households Provided Rental Assistance | 360 | | |

**Monthly Program Summaries:**  
Describe what is being done with HOME Funds.  

Authorized Signature: ___________________________  
Date: ___________________________
Exhibit D

City of Dallas
Environmental and Health Services Department
HOME Investment Partnerships Program

Verification of Homelessness
Referral Form

Date: ___________________________    Soc. Sec. #_______________________

Participant: _______________________

Referral Source: ___________________

Current Living Situation

____ Residing in a place not meant for human habitation (streets, car, abandoned buildings, etc.).

____ Residing in homeless shelters or treatment programs.

____ Residing in transitional housing for the homeless.

____ Has eviction notice, notice to vacate or court order (within five days to leave the premises).

Acceptance of otherwise homeless persons by documenting that no residence has been identified or the lack of resources and support to seek housing.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Home Grant Staff ___________________    Date _______________________

Exhibit D, Page 4 of 4
ADMINISTRATIVE ACTION


1. Place an "X" in the appropriate box, complete and submit this form for the approval of:
   a. Low bid contracts of at least $15,000 but not more than $50,000.
   b. Change orders for low bid contracts: $15,000 or less (may not increase original contract price by more than 25%).
   c. Professional/Personal/Planning/Other Service contracts: $15,000 or less.
   d. Amendments to non-bid contracts: $15,000 or less, per City Code Sec. 2-37. 1.1.
   e. WRR-FM expenditures: $50,000 or less per City Code Sec. 2-79 (c) of the City Code.
   f. Other (explain here or on attachment)

2. Attach all supporting documents including bid information as required.

3. Any Administrative Actions to this vendor for this service/commodity in the last 12 months? YES ☐ NO ☐
   (If YES, attach explanation.) (Also, if the total for the current fiscal year exceeds $15,000, Council approval is required.)

VENDOR NAME: Dallas County Department of Health and Human Services
SUBJECT: Rental Assistance
DEPARTMENT: Environmental & Health Svcs. 06-12-02

ACTION REQUESTED

Request approval of Supplemental Agreement No. 1 to the HOME Investment Partnerships Program Interlocal Agreement between the City of Dallas and Dallas County Department of Health and Human Services. This supplement is to amend Exhibit A, Statement of Services, Exhibit C, pages 1, and 3; and Exhibit D, pages 1, 2, 3 and 4.

Contract Term: 11/01/01 to 10/31/02

BACKGROUND

On November 14, 2001, City Council approved Resolution No. 01-3363 authorizing a contract with Dallas County Department of Health and Human Services for the provision of a Rental Assistance program for the homeless. Under this program, rental assistance will be provided for a minimum of one (1) year for homeless persons while the individuals and/or family is seeking permanent housing.

FUNDING

<table>
<thead>
<tr>
<th>FUND</th>
<th>AGY.</th>
<th>ORG.</th>
<th>ACTV.</th>
<th>OBJ.</th>
<th>JOB</th>
<th>ENCUMBRANCE</th>
<th>VENDOR NUMBER</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-financial</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROJECT NO.: ____________ COMMODITY CODE: ____________ FINANCING: ____________

MWBE INFORMATION

Place an "X" in the appropriate boxes:
- African-American
- Hispanic
- Caucasian: Female
- Male
- Other Minority (Asian-Pacific, Asian-American, Native American)
- MWBE Certification No.

CHANGE ORDER DATA

Change Order No. ______ Original CR/AA No. ______
Original CR/AA Date ______ Original CR/AA Amount ______
Total of Previous Change Orders ______
Change Amount Including this Order ______
Total Change Order Percentage ______

COORDINATION

Approved as being in accordance with the Budget and Chapter 2 of the Dallas City Code.

REV 10/01

Original-City Secretary Copy 1-City Controller Copy 2-Budget & Mgmt Svcs Copy 3-Initiating Department Copy 4-Office of Minority Business Opportunity
DATE: January 28, 2003

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

SUBJECT: PROPOSED ADJUSTMENTS IN 2003 FEE SCHEDULE

BACKGROUND
Dallas County Health and Human Services is recommending adjustments in the FY’2003 Fee Schedule (Exhibit A). Proposed adjustments in fees are as follows:

<table>
<thead>
<tr>
<th>Environmental Health Division</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Septic Tank Inspection</td>
<td>$260/Commercial/Business*</td>
</tr>
<tr>
<td>Septic Tank Re-inspection</td>
<td>$25/Residential*</td>
</tr>
<tr>
<td>Half-Way Houses &amp; Boarding</td>
<td></td>
</tr>
<tr>
<td>Homes, Residential</td>
<td>$75/plus $25 for each additional unit on site</td>
</tr>
<tr>
<td>Water Sample</td>
<td>$35</td>
</tr>
<tr>
<td>Temporary Food Permit</td>
<td>$50/plus $5 per day</td>
</tr>
<tr>
<td>Funeral Home Inspection</td>
<td>$150</td>
</tr>
<tr>
<td>FHA, VA, Conventional Loans</td>
<td></td>
</tr>
<tr>
<td>Licensed</td>
<td>$100/Licensed</td>
</tr>
<tr>
<td>Unlicensed</td>
<td>$125/Unlicensed</td>
</tr>
<tr>
<td>Annual Group Home Insp.</td>
<td>$50</td>
</tr>
<tr>
<td>Food Handler Class</td>
<td>$10/per person</td>
</tr>
<tr>
<td>Sub-division Plat Approval</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$200/Residential</td>
</tr>
<tr>
<td>Commercial</td>
<td>$150/Commercial</td>
</tr>
<tr>
<td>Animal Control/Quarantine</td>
<td></td>
</tr>
<tr>
<td>$7/per day</td>
<td></td>
</tr>
<tr>
<td>Animal Control/Vicious Animal</td>
<td></td>
</tr>
<tr>
<td>$12/per day</td>
<td></td>
</tr>
<tr>
<td>* $10 of the charge is for State fee</td>
<td></td>
</tr>
</tbody>
</table>

Vaccine Fees
Twinrix (Hep A and Hep B)                                           $60

The annual inspections for Foster Family & Group homes, annual inspections for Funeral Homes, annual inspections for Group Homes, Septic Tank Re-inspection, and the Twinrix vaccine are all new fees which were not charged in 2002. The Twinrix vaccine is a new vaccine offered by Dallas County.
FINANCIAL IMPACT
There is no financial impact from these proposed fee adjustments. The County Auditor reviewed the fee changes proposed by the Health and Human Services Department and agrees with the revised fee schedule. Dallas County will recoup $8,768.00 from these fees.

OPERATIONAL IMPACT
There is no operational impact from these fee adjustments.

LEGAL IMPACT
There is no legal impact from these fee adjustments.

RECOMMENDATION
It is recommended that the Commissioners Court approve the FY'2003 Fee Schedule as presented on Exhibit A inclusive of the new fees and adjustments under the Environmental Health schedule and the Nursing Service schedule.

RECOMMENDED BY: Betty Culbreath-Lister, Director

attachment
c: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
### SEXUALLY TRANSMITTED

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treatment</td>
<td>$15 - $45 (Sliding Scale)</td>
</tr>
<tr>
<td>Blood Drawing</td>
<td>$5</td>
</tr>
<tr>
<td>Cryosurgery (F)</td>
<td>$60</td>
</tr>
<tr>
<td>Cryosurgery (M)</td>
<td>$50</td>
</tr>
<tr>
<td>Chemical Lesion Reduction</td>
<td>$45</td>
</tr>
<tr>
<td>Medical Records Copies</td>
<td>$1 each</td>
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</table>

### CRIMINAL TESTING

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Blood Draws</td>
<td>$38</td>
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<tr>
<td>Buccal Swabs</td>
<td>$38</td>
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### TUBERCULOSIS

<table>
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<tr>
<th>Procedure</th>
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<tbody>
<tr>
<td>Clinic Treatment</td>
<td>Sliding Fee Scale - Minimum $40</td>
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<tr>
<td>Chest X-Rays</td>
<td>$40</td>
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### LABORATORY

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wet Prep</td>
<td>$6 each</td>
</tr>
<tr>
<td>Gram Stain</td>
<td>$6 each</td>
</tr>
<tr>
<td>GC Culture</td>
<td>$14 each</td>
</tr>
<tr>
<td>RPR</td>
<td>$11 each</td>
</tr>
<tr>
<td>GEN Probe GC Screen</td>
<td>$23 each</td>
</tr>
<tr>
<td>GEN Probe CT Screen</td>
<td>$23 each</td>
</tr>
<tr>
<td>Salmonella/Shigelgia</td>
<td>$16 each</td>
</tr>
<tr>
<td>TB Culture &amp; Concentration</td>
<td>$25 each</td>
</tr>
<tr>
<td>TB Identification</td>
<td>$15 each</td>
</tr>
<tr>
<td>TB Susceptibility</td>
<td>$31 each</td>
</tr>
<tr>
<td>TB Acid Fast Stain</td>
<td>$8 each</td>
</tr>
</tbody>
</table>

### NURSING SERVICE

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Varivax</td>
<td>$60/Injection</td>
</tr>
<tr>
<td>HDCV (IM) Rabies</td>
<td>$390/series</td>
</tr>
<tr>
<td>HDCV (ID) Rabies</td>
<td>$270/series</td>
</tr>
<tr>
<td>Japanese Encephalitis</td>
<td>$255/series</td>
</tr>
<tr>
<td>Menegococcal Vaccine</td>
<td>$75/Injection</td>
</tr>
<tr>
<td>Typhoid (Polysaccharide)</td>
<td>$45/Injection</td>
</tr>
<tr>
<td>EPSDT</td>
<td>$40/Screen</td>
</tr>
<tr>
<td>Tattoo Removal</td>
<td>$50/First</td>
</tr>
<tr>
<td>Tattoo Removal Laser</td>
<td>$25/Additional</td>
</tr>
<tr>
<td>Rabies Administrate Fee/ Serves State Vaccine</td>
<td>$25</td>
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<tr>
<td>Foreign Travel Office Visit Fee</td>
<td>$25</td>
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</table>

### ENVIROMENTAL HEALTH

<table>
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<tr>
<th>Procedure</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Septic Tank Inspection</td>
<td>*$260/Commercial/ Business/Prop</td>
</tr>
<tr>
<td>Septic Tank Re-inspection</td>
<td>*$210/Residential</td>
</tr>
<tr>
<td>Food Establishment Inspection</td>
<td>$75/Commercial/Proposed</td>
</tr>
<tr>
<td>Half-Way Houses &amp; Boarding Homes, Residential</td>
<td>$150/yr. establishment</td>
</tr>
<tr>
<td>Mosquito Spraying for Non-contracting cities</td>
<td>$75/plus $25 for each additional unit on site/Proposed</td>
</tr>
<tr>
<td>Water Sample</td>
<td>$105/ per hour</td>
</tr>
<tr>
<td>Day Care Center Inspections</td>
<td>$1/per authorized child</td>
</tr>
<tr>
<td>Temporary Food Permit</td>
<td>$50/plus $5 per day/Proposed</td>
</tr>
<tr>
<td>Funeral Home Inspection</td>
<td>$150/Proposed</td>
</tr>
<tr>
<td>FHA, VA, Conventional Loans</td>
<td>$100/Licensed/Proposed</td>
</tr>
<tr>
<td>Annual Group Home Inspection</td>
<td>$125/Unlicensed/Proposed</td>
</tr>
<tr>
<td>Food Handler Class</td>
<td>$50/Proposed</td>
</tr>
<tr>
<td>Sub-division Plat Approval</td>
<td>$10/per person/Proposed</td>
</tr>
<tr>
<td>Animal Control/Quarantine</td>
<td>$200/Residential/Proposed</td>
</tr>
<tr>
<td>Animal Control/Vicious Animal</td>
<td>$750/Commercial/Proposed</td>
</tr>
</tbody>
</table>

* $10 of the charge is for State fee

Revised 01/14/03
DATE: January 29, 2003

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

SUBJECT: REVISION OF THE SECTION 8 ADMINISTRATIVE PLAN

BACKGROUND
Dallas County Commissioners Court approved the Dallas County Health and Human Services revision to the Section 8 Administrative Plan per Court Order No. 2002 348. Dallas County Health and Human Services is required by the U.S. Department of Housing and Urban Development (HUD), as specified in 24 CFR 982.54, to revise their administrative plans.

IMPACT ON OPERATIONS
The revision of the Section 8 Administrative Plan will have no impact on operations. The revision includes amending Section IV. OCCUPANCY POLICIES - A. Determination of Eligibility. Subheadings of Income Inclusions and Summary of Asset Inclusions will be added to the section as highlighted on Attachment A.

FISCAL IMPACT
There is no financial impact to Dallas County.

LEGAL IMPACT
The Commissioners Court must approve the revised Section 8 Administrative Plan.

RECOMMENDATION
It is recommended that the Commissioners Court approve the revised Dallas County Health and Human Services Section 8 Administrative Plan inclusive if an amended Section IV. OCCUPANCY POLICIES - A. Determination of Eligibility.

RECOMMENDED BY: Betty Culbreath-Lister, Director

attachment
c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor

2377 Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-1858
Suite 600 LB-16 FAX (214) 819-6022
DALLAS COUNTY
HEALTH AND HUMAN SERVICES

HOUSING CHOICE VOUCHER
PROGRAM
ADMINISTRATIVE PLAN

Dallas County Housing Agency
2377 North Stemmons Frwy, Suite 700
Dallas, Texas 75207-2710

Rev. 2/03
## Administrative Plan

### Housing Choice Voucher Program

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<th>Page</th>
</tr>
</thead>
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<td>16</td>
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<tr>
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<td>Review of Family Circumstances and Rent</td>
<td>20</td>
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<td>20</td>
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<td>G.</td>
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<td>23</td>
</tr>
<tr>
<td>H.</td>
<td>Payments to Landlords</td>
<td>24</td>
</tr>
<tr>
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<td>HAP Contracts Executed Prior to October 11, 1995</td>
<td>25</td>
</tr>
<tr>
<td>J.</td>
<td>HAP Contracts Executed on or After October 11, 1995</td>
<td>29</td>
</tr>
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Administrative Plan  
Housing Choice Voucher Program

This Administrative Plan provides the guidelines for the operation of Dallas County's Housing Choice Voucher Program. Administration of this program is in compliance with the Department of Housing and Urban Development (HUD) regulations as specified in 24 CFR, HUD directives, Dallas County policy and this Plan. Dallas County complies with all Federal, State, and local housing regulations.

Section I. Introduction

A. Objectives of the Administrative Plan

The objectives is to provide decent, safe and sanitary housing to very low income families otherwise incapable of obtaining adequate housing. The number of families served is limited only by the funding available through local, state and national programs, Dallas County's budget and the availability of adequate housing.

Through program administration, Dallas County Housing Agency (DCHA) will:

1. Ensure Housing Quality Standards are enforced for all units under contract in the Housing Choice Voucher Program.

2. Offer all current and future Housing Choice Voucher Program families counseling and referral assistance on the following priority basis:

   a. families residing in a unit that fails a complaint, annual or quality inspection or is located in an area within which there is an uncorrected perimeter inspection finding.

   b. all other Program Families.
Section II. Definitions

Absorption. In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

Administrative plan. A document that describes the HA policies for administration of the tenant-based program.

Admission. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

Applicant (applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

Citizen. Citizen/national of the United States

Contiguous MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

Continuously assisted. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

Disabled person. One who is under a disability as specified in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities construction Amendments of 1970 (42 U.S.C. 6001(7)). (Any family member who is disabled qualifies that family as a disabled family.)

Displaced person. One who is displaced by governmental action, or one whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.

Domicile. The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug-related criminal activity. Term means: (1) Drug-trafficking; or (2) Illegal use, or possession for personal use, or a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
Drug-trafficking. The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, or a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S. C. 802).

Elderly person. A person who is at least 62 years of age.

Fair market rent (FMR). The rent including the cost of utilities (except for telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMR for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the Federal Register in accordance with 24 CFR part 888.

Family. One or more persons who share goals and values, have commitments to one another, and reside usually in the same place. (1) A “family” may be a single person or a group or persons. (2) A “family” includes a family with a child or children. (3) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. (4) A single person family may be: (I) an elderly person, (ii) a displaced person, (iii) a disabled person and, (iv) any other single person. (5) a child who is temporarily away from the home because of placement in foster care is considered a member of the family.

Family Unit Size. The appropriate number of bedrooms for a family.

FMR. Fair market rent.

HA. Housing Agency.

HAP contract. Housing assistance payments contract.

Housing agency (HA). A State, county, municipality or other governmental entity or public body authorized to engage in or assist in the development or operation of low-income housing.

Housing assistance payment (HAP). The monthly assistance payment by an HA. The total assistance payment consists of: (1) a payment to the owner for rent to owner under the family’s lease. (2) an additional payment to the family if the total assistance payment exceeds the rent to owner. In the certificate program, the additional payment is called a “utility reimbursement”.
Housing assistance payments contract (HAP Contract). A written contract between an HA and an owner, in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payment to the owner on behalf of an eligible family.

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD. The U. S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Housing Choice Voucher programs. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directive.

Initial contract rent. The contract rent at the beginning of the initial lease term.

Initial lease term. The initial term of the assisted lease. The initial lease term must be for at least one year.

Initial rent to owner. The rent to owner at the beginning of the initial lease term.

Jurisdiction. The area in which the HA has authority under State and local law to administer the program.

Lease. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payment under a HAP Contract between the owner and the HA.

Lease addendum. An addition to the lease between the tenant and the owner, the lease language required by HUD.

1937 Housing Act program. Any of the following programs:
(1) The public housing program or Indian housing program
(2) Any program assisted under Section 8 of the 1937 Act including assistance under a Section 8 tenant-based or project-based program.
(3) The Section 23 leased housing and housing assistance programs.

Noncitizen. A person who is neither a citizen nor a national of the United States.
Owner. Any person or entity with the legal right to lease or sublease a unit to a participant.

Participant (participant family). A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family.

Payment standard. In the voucher program, an amount used by the HA to calculate the housing assistance payment for a family. Each payment standard amount is based on the fair market rent. The payment standard is the maximum monthly subsidy payment.

PHA. Public housing agency. (Public housing agency and housing agency mean the same thing.)

Portability. Renting a dwelling unit with Housing Choice tenant-based assistance outside the jurisdiction of the initial HA.

Premises. The building or complex in which the dwelling unit is located, including common areas and grounds.

Program. The Housing Choice Voucher program.

Reasonable rent. A rent to owner that is not more than either: (1) rent charged for comparable units in the private unassisted market; or (2) rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Receiving HA. In portability, an HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a certificate or voucher, and provides program assistance to the family.

Rent to owner. The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease.

Special admission. Admission of an applicant that is not on the HA waiting list, or without considering the applicant’s waiting list position.

Suspension. Stopping the clock on the term of a family’s certificate or voucher, for such period as determined by the HA, from the time when the
family submits a request for HA approval to lease a unit, until the time when
the HA approves or denies the request.

_Tenant_. The person or persons (other than a live-in aide) who executes the
lease as lessee of the dwelling unit.

_Tenant rent_. The amount of rent to be paid by the tenant.

_Unit_. Dwelling unit.

_Utility reimbursement_. The amount, if any, by which any utility allowance for
family-paid utilities or other housing services exceeds the total tenant
payment.

_Violent criminal activity_. Any illegal criminal activity that has as one of its
elements the use, attempted use, or threatened use of physical force against
the person or property of another.

_Voucher (rental voucher)._ A document issued by an HA to a family selected
for admission to the voucher program. The voucher describes the program,
and the procedures for HA approval of a unit selected by the family. The
voucher also states the obligations of the family under the program.

_Voucher holder_. A family holding a voucher or certificate with unexpired
search time.

_Voucher program_. Housing Choice Voucher Program.

_Waiting list admission_. An admission from the HA waiting list.
Section III. Organization

The program is located within the Human Services Division of Dallas County Health and Human Services Department. The Dallas County Housing Agency is managed by the Assistant Director of Housing, who is accountable to the Deputy Director. The organizational chart is shown as Exhibit F. This office is responsible for the following:

1. receiving applications for housing programs
2. determining the eligibility of applicants for housing assistance
3. making housing assignments to eligible applicants so that rental contract negotiation and execution can be accomplished
4. monitoring occupancy standards
5. coordinating and overseeing all vouchers
6. assist with HAP contract preparation and execution
7. conducting annual re-examinations
8. conducting all interviews regarding family changes
9. recertifying family income
10. terminating contracts and leases
11. maintaining all families files
12. monitoring and evaluating leasing activity
13. administering all portable Vouchers
14. making any required home visits for Program families
15. collecting debts owed in connection with a family's participation in the program
16. conducting Housing Quality Standards (HQS) inspections to ensure all Voucher units meet HQS requirements
17. conducting quality control inspections of 5% of Voucher units
18. monitoring and responding to all requests for complaint inspections within 72 hours (24 hours for emergencies) of its receipt
19. determine that rent requested is reasonable
20. processing any special claims requested by Landlord
21. provide families with individual counseling
22. provide outreach to Landlords of private rental housing
23. working with organizations involved in Fair Housing issues, ensure all cases of alleged discrimination encountered by staff or families are investigated and reported to appropriate authorities.
24. analyzing Fair Market Rents and Voucher Payment levels on a quarterly basis

Section IV. Selection of Applicants

A. Opening and Closing of the Waiting List

When DCHA “opens” the waiting list to accept applications for housing assistance, the Agency will give public notice (notice) that families may apply for tenant-based housing assistance. The notice will be published in a local newspaper of general circulation (e.g. The Dallas Morning News), and also local minority newspapers and community newspapers which serve other cities in Dallas County. The notice will state where and when to apply. The notice will also state any limitations on who may apply for available vouchers.

When DCHA determines that the existing waiting list contains an adequate pool for use of available funding the Agency will close the waiting list by suspending acceptance of any new applications. When this occurs the Agency will notify the public of “closing the waiting list” in the same manner as with opening the waiting list. Notices will be published in local newspapers of general circulation and local minority and community newspapers serving Dallas County. The Agency will not suspend the taking of applications from families with
Local Preference unless there are, within the pool of eligible applicants with a Local Preference, more families that could be reasonably housed within the next twelve (12) months.

B. Special Admissions

Should HUD award DCHA program funding that is targeted for specific families living in specific units the Agency will use the assistance for only those families residing in the specified project/units. These families will be admitted without putting the family's name on the waiting list or without regard to waiting list position. (This is primarily applicable to tenants/families living in Section 23 projects being converted to Section 8, tenants of HUD-owned projects and HUD-insured projects with expiring contracts).

C. Outreach to Lower Income Families

When additional applications are required to attain any of Dallas County Housing Assistance Program objectives, the Housing Agency may engage in the following outreach efforts.

1. place newspaper advertisement to announce the availability of Housing Choice Voucher assistance in Dallas area's leading newspaper, local minority papers and in the community newspapers which serve other cities in Dallas County, and local radio stations to advise the public of available housing assistance opportunities;

2. distribute brochures at local churches and city halls;

3. make presentations before local community groups;

4. develop a referral relationship with local social services agencies

To ensure that a sufficient number of landlords and property owners are also aware of the program and are willing to participate in the program, DCHA will:

1. seek to develop a close relationship with the local chambers of commerce, apartment associations, and rental referral firms

2. meet with owners and managers of local apartment complexes.
3. utilize newspaper advertising

DCHA will also seek to reach landlords who can provide special accommodations for the disabled.

D. Completion of Application

The application constitutes the basic record of each family applying for admission. Therefore each Applicant must supply complete information and sign the application attesting to its accuracy. The completed application is assigned a number and together with all other materials relating to the applicant's eligibility is placed in the applicant's file.

Based on the application data, a general assessment of the applicants' eligibility is determined. A final determination of eligibility is made upon verification of all information and reported sources of income. Application data verified more than 60 days before the issuance of a Housing Choice Voucher is re-verified to ensure applicant eligibility.

Eligible applicants are placed on the Waiting List based on the date and time of receipt of a completed application and preference. Applicants are told the approximate date they will be issued a Voucher following the conclusion of their eligibility determination.

Applications for Housing Choice Vouchers are accepted as program needs demand. Times, dates, and locations for applications to be taken are announced by Public Notice in area newspapers and on local radio stations and posted in Dallas County's Administrative Offices.

E. Preference

The following preferences and order for selection of families and admission will apply:

1. Elderly heads of household
2. Disable heads of household
3. Households with a disable family member that limits outside employment by head of household
4. Working heads of household (working a minimum of 20 hours per week) residing in Dallas County jurisdiction
5. All other applicants based on the date and time of receipt of a completed application

F. Selection of Families for the Housing Choice Voucher Program

Eligible families are placed on a Waiting List by preference, ranking and application date. Families are issued Vouchers when they reach the top of the Waiting List, if and when sufficient funds are available.

Once a family is determined eligible and is selected for participation, the family is issued a Housing Choice Voucher.

Letters are mailed to families at least seven (7) days in advance of their briefing date. If the Head of Household fails to appear, he/she will immediately be sent a final appointment letter. If the Head of Household fails to appear for the second briefing appointment, the application will be declared inactive and the family's name withdrawn from the waiting list. Families who have their names withdrawn from the Waiting List may request a hearing following the procedures defined in Section XV.

G. Removal of Applicant’s Name from the Waiting List

The Agency will remove an applicant’s name from the waiting list for the following reasons:

1. The applicant fails to respond to the second and final appointment letter.
2. The applicant does not respond to the Agency’s request for information or updates.
3. The applicant has refused an offer of tenant-based assistance under the voucher program.
4. If the Agency determines the applicant ineligible due to fraud or criminal activity that prohibits participation in accordance with this plan.

The Agency will provide reasonable accommodations to provide disabled persons an opportunity to respond.

C. Restriction on Assistance to Noncitizens

The Agency will restrict assistance to noncitizens in accordance with 24 CFR Part 5, Subpart E.
Section V. Briefing of Families, Information for Families and Issuance/Cancellation of Vouchers

A. Procedures for Conducting Briefing Sessions

Scheduling and conducting briefings is the responsibility of the DCHA. Families whom the Housing staff determines must relocate are allowed two (2) appointments to attend a briefing session. If the family fails to attend the scheduled briefing they must contact the Housing staff to reschedule their briefing. Any family who does not attend one of the two sessions will be ineligible to participate in the program.

Briefings are conducted in group sessions. When necessary staff members will conduct individual briefings (e.g., for home-bound or disabled). Information discussed at the briefings is included in Exhibit C.

Fair Housing and Family Organizations may provide presentations at the briefings as scheduled by the Assistant Director of Housing.

Vouchers holders will be notified they may lease a unit over the Voucher Payment Standards, provided the rental rate is reasonable, the family has wage income and is willing to pay the difference.

B. Briefing Packet Information

During the briefing the staff will provide a Voucher holder's packet. Exhibit D list information included in this packet.

C. Procedures for Extending the Housing Voucher Term

The Housing Voucher expires at the end of sixty (60) days from the date of issuance unless the family submits a Request for Tenancy Approval and other appropriate documents or the Assistant Director of Housing extends the Voucher in writing.

A request for an extension must be submitted to the Assistant Director of Housing and be accompanied by documentation of search efforts. Special consideration will be given to families who are having difficulty finding suitable housing because of the family size or special needs of a family member with a disability, or illness.

Staff members will review, together with the family, the efforts made by the family to find a suitable dwelling unit and the types of problems encountered during the search. If the staff member believes there is a reasonable possibility that the family can, with additional assistance from staff find a
suitable unit, the Assistant Director of Housing may grant an extension of up to sixty days. However, the Assistant Director of Housing has the discretion to grant additional extension of search time, on a case-by-case basis for extenuating circumstances that prevents the family from finding a suitable unit. The total of the extensions granted for a Voucher shall not exceed one hundred and twenty (120) days.

Expiration of a Voucher does not preclude the family from filing a new application for assistance, provided the Assistant Director of Housing has not suspended the taking of applications. Any expired Voucher will be reassigned to the next eligible applicant on the Waiting List.

D. Family Responsibility for Advance Notice to the HAP Staff and Landlords When Moving

1. During the briefing session, families are provided with the proper procedures for moving to a new assisted unit. This information is also provided each time a family requests assistance with locating suitable housing. These procedures include:

   a. Families may move anywhere within Dallas County's jurisdiction;

   b. Families who wish to move out of Dallas County's jurisdiction may do so utilizing the portability feature of their Voucher;

   c. A family may move, within DCHAs' jurisdiction, one time per 12 month period after the first year of assisted occupancy. If a family wishes to move after the first year of its lease, the family must notify the Landlord in writing, in advance with the appropriate section of the Landlord's lease (not more than sixty (60) days notice). In addition, the family must send a copy of the Landlord's notice, along with a letter to the Housing Administrator requesting a Housing Voucher for the purpose of finding another dwelling unit under the Program.

   d. If a family wishes to move before the expiration of the first year of the lease, the family must first request from the Landlord release from the lease and DCHA's release from the HAP Contract. If the Landlord agrees, the family must present a proper release signed by the landlord and family. The family can move during the first year of the contract and lease agreement only by mutual consent of the family and Landlord, or for Landlord non-compliance with program requirements.
2. The Assistant Director of Housing will not issue a new Voucher if:

a. The family moves out without giving proper written notice to the Landlord and Housing Agency;

b. The Assistant Director of Housing determines that the Landlord is entitled to payments on account of non-payment of rent, damages, or other amounts owed under the Landlord lease and the family has failed to satisfy any such liability by repayment to the Landlord or Dallas County.

c. The family notifies the Housing Agency of their wish to voluntarily terminate their assistance.

d. A member of the family has engaged in drug related criminal activity or violent criminal activity as defined in 24 CFR, Part 882.118 or 982.553; or

e. Any member of the family has violated any family obligation under the Housing Choice Voucher Program or other applicable programs.

E. Procedures for Relocating Families

Families who are currently receiving subsidy may relocate under any of the following conditions:

1. They have resided in their present unit for at least twelve (12) months.

2. They have resided in their current unit for the minimum time required as set out in their current lease, and have given proper notice to their landlord.

3. They have not resided in their present unit for the minimum time requirements set out in their current lease, but have obtained the Landlord’s written agreement to terminate the lease.

4. Their unit has failed a HQS inspection and the Landlord failed to meet the deadline for correcting all identified problems and/or requesting a reinspection of the unit.

5. The unit has been damaged or destroyed by fire or natural disaster.
6. They are no longer eligible for the unit in accordance with subsidy standards.

7. The Landlord does not wish to continue to participate in the Housing Choice Voucher Program (Federal regulations prohibit a Landlord from leaving the program during the first year of family occupancy by a Voucher recipient).

8. The Assistant Director of Housing determines the Landlord has breached the contract.

9. The family has been evicted for reasons other than:
   a. Fraud
   b. Subletting
   c. Unauthorized persons in the unit
   d. Failure to use the unit as the principal place of residence
   e. Drug related criminal activity or violent criminal activity, as defined in 24 CFR, Part 882.118 or 982.553.

All families who are relocating are scheduled to attend the next available briefing sessions.

Families who must relocate are allowed two appointments to attend a briefing session. Any family who does not attend one of the two sessions will be terminated from the program. If the family fails to attend the scheduled briefing, they must contact the Housing staff to reschedule their briefing.

Dallas County Housing Agency will limit the number of times a family can move to once every 12 months except in circumstances where the family unit is in violation of HQS.

F. Conversion of Section 8 Certificates to Housing Choice Vouchers

A family may request to have their Section 8 Certificate or Voucher replaced with a Housing Choice Voucher if the alternate assistance is available. All families receiving this type of change will be briefed on the difference in the assistance type.

G. Procedures for Reviewing Evictions

The Landlord may evict the family from the unit only by instituting court action. The Landlord must notify the Housing Agency in writing of the commencement of procedures for termination of tenancy at the same time the Landlord give notices to the family under State or local law.
Section VI. Occupancy Policies

A. Determination of Eligibility

1. Eligibility
The Housing Agency staff is responsible for determining the eligibility of applicants subject to appropriate family composition and income eligibility. The definition used to determine family composition and income eligibility are included in 24 CFR: Family Composition is the names of all the people (adults and children) who will actually be living with you, whether or not they are related to you. Determination of program eligibility requires that the applicant participant’s family annual income be completed at least annually. Annual income means all amounts, (monetary or not) or anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date.

Definition of income and assets are as follows:

Income Inclusions

1. Full amount, before any payroll deduction of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. New income from operation of a business or profession.
3. Interest, dividends, and other net income.
4. Periodic payments.
5. Lieu of earnings such as unemployment, worker’s compensation, and severance pay (see No. 3 of Income Exclusions).
7. Periodic and determinable allowances such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances.

Summary of Asset Inclusions

1. Amounts in savings and checking accounts.
2. Stocks, bonds, savings certificates, money market fund and other investment accounts.
3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the assets and reasonable costs (such as broker fees) that would be incurred in selling the assets.
4. The cash value of trusts that may be withdrawn by the family.
5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.
6. Some contributions to company retirement/pension funds. Note the discussion below on accessibility of the funds.
7. Assets, which although owned by more than one person, allow unrestricted access by the applicant.
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antiques, cars, etc.
10. Cash value of life insurance policies.
11. Assets disposed of for less than fair market value during the two years preceding certification or recertification.

a. Has been continuously assisted under the U.S. Housing Act of 1937. A family who has been continuously assisted is defined as one who has received assistance exceeding six consecutive months; or

b. Qualifies as a Very Low-Income Family; or

c. Qualifies as a Lower Income Family (other than Very Low-Income) and is displaced by Rental Rehabilitation activity under 24 CFR, Part 511; and

d. In accordance with HUD regulations related to restrictions on assistance to noncitizens, Housing staff must document the citizenship or immigration status if applicable, verify the noncitizen eligibility status for each family member, regardless of age, to be assisted in any Dallas County's Housing Programs. The Housing Agency is prohibited from making housing assistance available for the benefit of noncitizens with ineligible immigration status.

e. HUD approved Income Limits for admittance into the Housing Choice Voucher Program are attached as Exhibit B.

f. DCHA will conduct criminal background checks on all new applicants. Applicants with a history of drug-related or violent criminal activity will be determined ineligible for the program. Before an adverse action may be taken against an applicant family based on a criminal record, the Assistant Director of Housing shall provide the applicant family of the criminal record an opportunity to dispute the accuracy and relevance of the record.

g. DCHA may also conduct rental history checks for new applicants, however a negative rental history will not preclude eligibility for the HAP. Information obtained from rental history check may be shared
with the Landlord.

h. DCHA will apply the following criteria, in addition to the HUD eligibility criteria as grounds for denial of admission to the Housing Choice Voucher Program:

1. The family must have not violated any Family Obligation, as set forth in 24 CFR 882.118, 887.403 or 982.551, while participating in the Section 8 or Housing Choice Voucher programs during the past five years. If the Assistant Director of Housing denies assistance to an applicant with a disability, the applicant may request a review of the Family Obligation that was violated, if the violation was the result of the disability. An exception may be granted by the Assistant Director if the family member who violated the Family Obligation is not a current member of the household on the application.

2. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the past five years.

3. The family must have paid any outstanding debt owed as a result of prior participation in any federal housing program.

4. No family member may have engaged in or threatened abusive or violent behavior towards Dallas County personnel during the past five years.

5. The applicant (including family members) must have not been evicted from any assisted housing during the prior three years for drug related criminal activity. Drug related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute or use a controlled substance.

The above can be waived if:

i. the family member has successfully completed a rehabilitation program approved by DCHA; or

ii. the circumstances leading to the eviction no longer exist.

6. The applicant must not illegally use controlled substances or abuse alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premise by the residents.
7. The applicant must not have exhibited a pattern based upon a reasonable cause determination by DCHA of illegal use of a controlled substance or a pattern of abuse of alcohol, that may interfere with the health, safety, or right to peaceful enjoyment of the premise by other residents. The Assistant Director may waive the policy prohibiting admission in these circumstances if the person demonstrates to the Assistant Directors' satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol, and:

   i. has successfully completed a supervised drug or alcohol rehabilitation program, or;

   ii. has otherwise been rehabilitated successfully, or;

   iii. is participating in a supervised drug or alcohol rehabilitation program.

2. Notification of Ineligibility

Dallas County Housing Agency staff will notify all applicants determined to be ineligible. Applicants not eligible for consideration due to income, family composition, or any other reason, are notified immediately of this fact by letter. The reason(s) for the determination is set forth in the letter. The letter will also specify that the applicant has the right within ten (10) calendar day, to request in writing an informal hearing.

If, after conducting the hearing DCHA determines that the applicant is eligible, the family's name will be placed on the Waiting List without loss of position due to the period of ineligibility, or issued a Housing Voucher, whichever is appropriate.

If, after conducting a hearing, DCHA determines that the applicant is ineligible, they will notify the applicant in writing. This does not preclude the applicant from exercising his other rights if the applicant believes he is being discriminated against on the basis of race, color, national origin, religion, sex, disability, familial status or age.

A copy of the application, the notification letters, the applicant's response, if any, the record of any informal hearing and a statement of the final disposition will be maintained by DCHA for a period of three (3) years.

B. Review of Family Circumstances and Rent
At least annually, DCHA will conduct a reexamination of family income, composition, and the extent of medical expenses for an elderly family, or other unusual expenses incurred by the family. At the time of annual recertification, staff will conduct criminal background checks of all family members 18 years or older or who are Emancipated Minors. Any matter found which is a ground for denial or termination of assistance will be reviewed by the staff and appropriate action taken to terminate assistance.

Interim reexaminations shall occur if and when there is a change in family composition, at least a 15% change in gross monthly income and/or change in income source(s). A reduction in benefits caused by the family’s noncompliance will not reduce the family share of rent.

C. Adding Adults to the Household/Lease

1. With approval of the Landlord, the Assistant Director will consider adding adults to a Program Family when the adult meets the definition of family as defined in this plan. Adults will not be added to the family if the addition to the lease will require the family to move to a larger unit unless the reasons for addition is marriage to the Head of Household or a demonstrated and documented hardship to the Head/Co-Head. Request for hardship consideration must have the approval of the Assistant Director.

2. Adults requesting addition to a family, who otherwise qualify for assisted housing in their own right will be encouraged to apply for housing rather than being added to the lease.

3. Adults being considered for addition to a family must meet all of the eligibility requirements for admission. At a minimum the following assessment will be completed for each applicant considered for addition to a lease:

   a. qualification of the adult as a family member in accordance with the approved definition of family;

   b. verification of identity through review of the birth certificate, social security number and any marriage license;

   c. verification of all sources of income;

   d. verification of criminal history through background check;

   e. authorization for Release of Information/Privacy Notice must be completed;
f. All overdue accounts to Dallas County Housing Assistance Programs must be satisfied. The Assistant Director may allow the family to enter into a payment agreement for any money due. The total amount owed by the adult requesting to be added to the lease will be transferred to the Head of Household's account and payment will become the responsibility of the Head of Household and, if applicable, co-head. Failure to pay the repayment agreement may result in termination from the program.

4. Adults being added to the family composition must meet all the requirements for eligibility as described in Section IV. Occupancy Policy.

D. Housing Quality Standards

Housing used in the housing programs will meet the standards and acceptability criteria set forth in 24 CFR, Part 982.401. In addition, a bedroom, accept for efficiency apartments, must meet living room requirements and must have a window, a door, a closet and must be at least 10' X 8' (one person). The Landlord will, at a minimum, maintain the unit in compliance with those requirements during the term of the contract. Annual inspections will be made of all units to ensure compliance with those requirements and the Landlord and family will be notified of the repairs necessary for compliance. Health and Safety violations must be corrected within 24 hours.

A detailed review of 5% of the total units will be made to ensure the quality of inspections. These inspections will be performed within 90 days of the date of the initial passed inspection. In addition DCHA will:

1. Inspect all units. Where units are found to be in violation of Housing Quality Standards (HQS), steps will be taken in accordance with Chapter 5 of HUD Handbook 7420.7. The city will be notified when code violation are observed.

2. Carry out perimeter inspections of all Program units and complexes at least twice annually, noting obvious code violations on surrounding properties and reporting these to the appropriate city officials for follow-up code enforcement.

3. Respond to all families reporting HQS complaints about their units by performing a Complaint Inspection of the unit and/or complex. Where the complaint is not addressed appropriately by the Landlord in a reasonable time period, staff will take steps outlined for such situations in Chapter 10 of HUD Handbook 7420.10G. A "reasonable time" will be determined by the severity of the condition.
E. Inspection Policy

Before approving a lease, DCHA will ensure the dwelling unit is inspected for compliance with approved standards. All HQS inspections of units shall be conducted using the HUD approved Inspection form. A copy of the Landlord’s notice of failed HQS shall be mailed to the Program family. A report for every inspection will be prepared and maintained in the family’s file in the Housing office. Each report will specify the defects or deficiencies, if any, which must be corrected by the Landlord before the contract can be executed.

1. Initial Inspection

If violations exist, DCHA will notify Landlord and the family in writing, and require the defects be corrected. A copy of this notification will be retained in the family’s file. If determined during the reinspection that the Landlord has satisfactorily corrected all defects or deficiencies, the HAP contract may be executed.

If, as a result of the reinspection or expiration of the time allowed to correct the deficiencies, the dwelling unit is still unacceptable, the Landlord and family will be notified that the Request for Tenancy Approval will be canceled. The family may then be issued a new Landlord Packet to search for alternative housing. The failed inspection will be referred to the appropriate city for code enforcement. The Family’s Housing Voucher may be extended, if necessary to allow the family to locate other housing.

2. Re-Examination Inspection

Regular annual inspections will be made of each unit prior to the end of the first 12 month period of the lease and HAP Contract. If the unit passes inspection, HAP payment will continue.

3. Failed Housing Quality Standards Inspections

If the inspection reveal that violations exist, the owner will be given thirty (30) days to bring the unit into compliance. Should the unit fail to comply within the required time period, and the owner has not informed the Agency of any unusual circumstances prohibiting compliance, then the unit will fall into abatement.

In cases where the family is issued a Voucher for relocation because the HQS inspection failed, DCHA will notify the appropriate city for code enforcement.
F. Abatement

The Assistant Director will abate a unit when it fails HQS and the Landlord fails to make corrections within the required time frames. Upon initiation of an abatement, staff will provide service to the family without further notice to the Landlord.

The Assistant Director will automatically terminate Housing Assistance Payment for:
1. any unit which fails a reinspection; or
2. any unit for which the Landlord fails to request a reinspection within the time allowed.

Once an abatement has occurred, a letter will be generated informing the Landlord of the abatement and staff will begin the process of relocating the family.

If the family decides not to move, but to enter into a separate lease with the Landlord, assistance to the family will be terminated in accordance with the HAP Contract/Voucher Contract.

In either instance, the Assistant Director will notify the Business Office to either withhold or abate HAP to the Landlord. A refund from the Landlord of any overpayment will be requested by the Business Office.

The abatement will remain in effect until the deficiencies are fully corrected and documented by staff. HAP will resume effective the date of passed inspection.

G. Rent Reasonableness and Increase Procedures

1. Procedures for Determining and Certifying Rent Reasonableness

The Assistant Director will disapprove a lease for rent that is not reasonable, based on the rent charged for comparable rental units in the immediate area. The Assistant Director will exercise this authority for Certificate holders, where the rent requested by the Landlord plus utility allowance for the unit is not reasonable or exceeds the Fair Market Rent and for Voucher holders, where families are not able to negotiate reasonable rental rate with the landlord. A rent reasonableness study is performed for each unit to ensure requests are comparable to unassisted units in the same area. DCHA will examine the following for the purpose of determining rent reasonableness:

a. rents in the immediate area or neighborhood or in similar nearby neighborhoods if comparable is unavailable; and
b. rental information obtained from classified advertisement in the newspapers, the Dallas Apartment Association, the Apartment Listing Network, adjacent apartment complexes, and from other sources.

2. Rent Increase Procedures/Affordability Adjustments

Landlords are required to submit requests for rent increases to the Assistant Director at least sixty (60) days in advance of the effective date of the proposed increase. In a request for a rent increase, the Landlord must document the reason for the increase over the amount previously charged for the unit. The Assistant Director will review each proposed increase to determine whether the request is reasonable and justified.

The Assistant Director will certify all approved rent increases in writing. Certification will include the reason for the increase and whether the increase was justified. Each certification will be maintained in the family's file. A request for a contract rent increase that exceeds the rent being charged unassisted families in the same unit size and type, living in the same building or apartment complex will not be approved.

24 CFR 882 and 982 will be used as a guide for determining justification for refusal of contract rent increase.

In cases where a request for a contract rent increase was disapproved, the Landlord and family will be notified in writing, to include the reason(s) for not approving the increase. Should a Landlord insist on the increase, the family will be offered a new Voucher and relocation assistance.

All proposed rent increases must be reasonable and cannot exceed rent charged for comparable unassisted units in the same area.

H. Payments to Landlords

New contracts may begin when all programs requirements have been met. DCHA monitors its Landlord payment program to ensure system accuracy, timeliness and integrity. All payments to Landlords and families are made by check, processed and prepared through the Business Office and Treasurer, independent of the Housing Office. Payments are computed according to HUD approved formulas and schedules. A copy of each Landlord Tax Identification Number or Social Security number is kept on file in the Treasurer Office.
All requests for payments are submitted by the 16th of each month to ensure payments will be made by the first of the following month. All payments are mailed by the first week of each month. Utility payments are made directly to the family when applicable.

I. HAP Contracts Executed Prior to October 11, 1995 - Procedures for Security Deposits, Reviewing Landlord's Claims for Payments for Damages, Vacancy Loss, Unpaid Rent (i.e. Special Claims)

A landlord need not accept families that have a history of damaging units or vacating without giving proper notice. The Program provides for reimbursement to landlords in cases where there are damages caused by the family or guests, where the family vacates without giving proper notice, and/or where there is unpaid family rent.

When the Housing Agency receives a claim from a landlord for payment on a vacated unit, the Housing staff will review the family's file to determine whether a copy of the notice to vacate is on file. In cases where the family wishes to continue its assistance elsewhere, this procedure is required before a new Voucher can be issued.

1. Security Deposits

Prior to Oct. 11, 1995, owners participating in the Section 8 Program were not required to collect a security deposit but were encouraged to do so. The maximum security deposit the landlord may collect is the greater of the family's TTP or $50.00. The landlord may retain the security deposit collected previously from a family. If the landlord fails to collect a security deposit, Dallas County liability for special claims is reduced by the amount the landlord could have collected.

Landlords executing contracts after October 11, 1995, may collect a reasonable security from the family. Security deposits that DCHA determines to be excess of private market practice, or in excess of amounts charged by the landlord to unassisted tenants are prohibited. When the family moves out of the dwelling unit, the landlord, subject to state or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the family, damages to the unit or for other amounts the family owes under the lease.

The landlord must give the family a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the landlord, the landlord must refund promptly the full amount of the unused balance to the family. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family.
2. Certificate Program (Contracts Executed Prior to October 11, 1995)

a. Applying the Security Deposit to Unpaid Rent and Damages

Paragraph 6 of the HAP Contract permits the landlord to bill Dallas County Housing Agency for family damages and unpaid rent not covered by the family's security deposit. When the family vacate the unit, the Landlord must first apply the security deposit to any unpaid rent and damages. If the amount of the family's security deposit exceeds the charges, the Landlord must return the balance of the security deposit to the family in accordance with state and/or local law.

If the security deposit is insufficient to cover the charges, the Landlord must attempt to collect any additional monies from the family. If the family fails to reimburse the Landlord for unpaid rent and/or damages, the Landlord may claim reimbursement from DCHA.

b. Maximum Liability

The maximum Liability for Certificates is the lesser of:

i. the amount owed to the Landlord;

ii. two months contract rent minus the security deposit the Landlord actually collected or could have collected.

If, after the Landlord received a payment from DCHA, amounts are collected from the family which would reduce DCHAs' payment, the Landlord must repay Dallas County.

c. Families Vacating Without Notice

When a family vacates without notice, the Landlord may:

i. keep the housing assistance payment received for the month in which the family vacates;

ii. bill DCHA for 80 percent of the contract rent for a vacancy period not to exceed one additional month or the termination of the lease, whichever comes first (assuming the unit is not rented);

iii. if the family vacates in accordance with the lease, and give proper notice, no vacancy loss claim can be made;
d. Vacancy Loss Payments

To be eligible for vacancy loss payments, the Landlord must:

i. immediately notify DCHA of the vacancy;

ii. take all feasible actions to fill the vacancy (advertise the vacancy, request DCHA to refer eligible applicants, etc.);

iii. not reject eligible applicants except for good cause;

iv. not be eligible for payments for the vacated unit from some other source (Family's security deposit, insurance, etc).

3. Voucher Program (Contracts Executed Prior to October 11, 1995)

Paragraph 7 of the HAP Contract for the Voucher Program permits the Landlord to bill DCHA for vacancy losses when a family vacates in violation of the lease. A Landlord who evicts a family is also entitled to receive vacancy loss payments if the Landlord complies with the termination provisions of the HAP Contract and state and local laws.

When a family vacates without notice, the Landlord may keep the housing assistance payment received for the month in which the family vacates: If the family vacates in accordance with the lease, and gives proper notice, no vacancy loss claim can be made.

To be eligible for vacancy loss payment, the Landlord must:

a. immediately notify DCHA of the vacancy;

b. take all feasible actions to fill the vacancy (advertise the vacancy, request the Housing Office to refer eligible applicants, etc);

c. not reject eligible applicants except for good cause;

d. not be eligible for payments for the vacated unit from other source (family's security deposit, insurance, etc).

Under the Voucher Program Landlords are eligible for losses due to family damages, not to exceed one (1) months rent, minus the security deposit, minus any vacancy loss payment.

4. Processing Claims for Damages, Unpaid Rent and Vacancy Loss

Before claims are paid, the Housing Assistance Office must verify that:
a. a valid claim exists;

b. the amount requested is due the Landlord.

The Housing Office should notify the family that a claim has been filed and offer them an opportunity to discuss the validity of the claim.

DCHA must review documentation supporting the claim. This documentation should include the following:

a. Vacancy Loss

   i. official notification to DCHA of the vacancy;

   ii. proof the Landlord has taken feasible action to fill the vacancy and has not rejected eligible applicants except for good cause.

b. Unpaid Rent and Damages

   i. proof that a security deposit was collected plus any interest accrued as required by state and/or local law;

   ii. invoices and other documentation of cost to repair damages;

   iii. rent ledger or court judgment documenting unpaid rent;

   iv. evidence of billing to and non-payment by the family.

DCHA will review the Landlord's claim for payment for loss of rent, damages caused by the family or its guests, or for vacancy loss making sure the Landlord has:

a. not collected any of the family's share of the rent for the period vacant, or if collected, when added to Dallas County's payment does not exceed the maximum payment allowed:

b. made all efforts to fill the vacancy immediately upon learning of the vacancy;

c. submitted sufficient verifiable documentation to substantiate the claim for damages caused by the family or its guests, or loss of rent, including documentation to show appropriate efforts were made to secure reimbursement from the family;

d. met all requirements of the lease and the HAP Contract;

e. not claimed any amount in excess of the maximum amount allowed under the applicable program.
J. HAP Contracts Executed on or After October 11, 1995 - Vacancies and Family Caused Damages

A Landlord need not accept families that have a history of damaging units or vacating without giving proper notice. Effective October 11, 1995, the Housing Choice Voucher Program does not provide for reimbursement to Landlords in cases where there are damages caused by the family or its guests, where family vacates without giving proper notice and/or where there is unpaid family rent.

Claims received from a Landlord for any HAP Contract executed on or after October 11, 1995 will be returned to the Landlord. The Landlord may keep the full HAP payment for the month in which the family moves out.

Section VII. Expanding Housing Opportunities

DCHA will encourage participation by owners of units located outside areas of poverty or minority concentration. The Agency will provide information to non-participating owners and request they accept our clients. The information in the Tenant Briefing Packet contains (1) a map that show various areas with housing opportunities outside areas of poverty or minority concentration within the Agency's jurisdiction, (2) a list of owners who are willing to lease under the voucher program, (3) an explanation of how portability works.

Section VIII. Assistance to Families Who Believe They Have Been Discriminated Against

Families who believe they have been discriminated against by a Landlord or potential Landlord may contact the Dallas County Housing Agency. Families will be provided with HUD's Fair Housing Complaint Form and staff will assist the family member in completing the form. Additionally, staff may refer families to the City of Dallas' Fair Housing Organizations who may be able to provide assistance.

Section IX. Release of Family Information to Landlords/Prospective Landlords

DCHA will conduct criminal background checks on all new Applicants. Applicants with a history of drug-related or violent criminal activity may be determined ineligible for the Housing Choice Voucher Program. DCHA may also conduct a rental history check for new applicants, however a negative rental history will not preclude eligibility for the Program. This information may be shared with the Landlord.

DCHA will provide the Landlord with the family's current address (as shown in Housing records), name and address of current and previous Landlords, if known.
Section X. Banning of Landlords from the Housing Choice Voucher Program

An apartment complex or Landlord will be barred or suspended from participating in the HAP for the following reasons:

A. consistently failing HQS inspections for failure to properly maintain property and to provide decent, safe, and sanitary housing;

B. violation of the contract/lease such as charging the family extra rent or having "side agreements" not approved prior to execution of the contract/lease by the Housing Office;

C. fraud or misrepresentation of facts such as ownership of property.

Reason for suspension and the terms for suspension include but are not limited to:

A. HQS Violations - six (6) months to one (1) year

B. Violation of Contract/Leases - indefinite

C. Fraud - indefinite. Dallas County may pursue legal recourse against the Landlord

D. Other Causes - as determined by DCHA

Section XI. Subsidy and Occupancy Standards

DCHA adopts the Fair Market Rent (FMR) as the Payment Standards for the Voucher Program. These rates are established and published annually by HUD.

DCHA's Occupancy Standards establish the number of bedrooms for which an applicant family is eligible. These standards shall assure that the HQS applicable to adequate space and security is met. These standards should apply to most families. In some cases, however the relationship, age, sex, health, or disability of the family members may warrant the assignment of a larger unit size that which would result from strict application of the criteria. The Occupancy Standards are established and administered in a manner assuring that person of opposite sex, other than husband and wife, very young children or single parent and young child shall not be required to occupy the same bedroom or sleeping room. In addition, children forty-eight months or older, regardless of gender are not required to occupy the same
bedroom or sleeping room of another generation. For these purposes, children of opposite sex who attain the age of forty-eight months shall not be required to share the same bedroom or sleeping room. At the option of the family and providing such occupancy is not in violation of Housing Quality Standards, children of the opposite sex past the age of twenty-four months may share the same bedroom or sleeping room.

Section XII. Family Absence from Unit

The HAP is intended to provide rental subsidy for a unit leased to, and occupied by a low income family. The family is obligated to use the assisted dwelling unit for residence by members of the family as listed on the HAP Contract and Lease. The unit must be the family's only place of residence.

The family may be absent from the unit for brief periods not to exceed six (6) weeks in duration. Absence is defined to mean no member of the family is residing in the unit. Special consideration shall be given to a family's absence due to hospitalization, provided such hospitalization can be documented.

Section XIII. Split Families

The Housing Administrator has discretion to determine which members of an assisted family shall continue to receive assistance, in cases where the family breaks up. Such discretion shall be exercised by the Housing Administrator on a case by case basis, depending upon the circumstances of the family. The following factors shall be considered when making such a decision:

1. the interest of any minor children or ill, elderly or disabled family members; or
2. whether family members are forced to leave a unit as a result of actual or threatened physical violence against family members by a spouse or other family member of the household.

DCHA will follow a court's determination of which family members continues to receive assistance in case of divorce or separation under a settlement or judicial decree.

All decisions made by DCHA are final and not subject to appeal.

Section XIV. Termination of Participation

The Housing Administrator will terminate the participation of any family for the following reasons:
1. The family moves out of their dwelling unit without giving proper written notice to DCHA and their landlord;

2. The family notifies DCHA they wish to voluntarily terminate their assistance;

3. Any member of the family has engaged in drug related criminal activity, or violent criminal activity as defined in 24 CFR, Part 982;

4. Any member of the family has violated any family obligation under the Voucher Program or other applicable program;

5. Any member of the family is determined by DCHA to be illegally using a controlled substance; or

• Any member of the family is determined by DCHA to abuse alcohol to such an extent that it would interfere with the health, safety, or right to peaceful enjoyment of the premise by other residents;

• DCHA determines that the Landlord is entitled to payment on account of non-payment of rent, damages or other amounts owed under the Landlord's lease by the family and the family has failed to satisfy the liability by repayment to Dallas County.

Section XV. Informal Review Procedures - Participants

In responding to complaints from either Families or Landlords, DCHA will:

1. Thoroughly investigate all complaints which may include an inspection of the dwelling unit;

2. Upon receipt of a written complaint, the Landlord will be notified. The notice will include the nature of the complaint; what remedial or corrective action is required including termination of the HAP Contract or assistance to the family), and the time within which the actions must be completed;

3. Follow-up any notification or request for corrective action to determine whether the proper actions have been taken by the appropriate party; and,

4. Document the Landlord's and family's files of all findings, notices and final actions.

Section XVI. Matters Which May Be Appealed

Pursuant to 24 CFR, Part 982, Dallas County Housing Agency shall give a family
in its Section 8 Program an opportunity for an informal hearing to consider whether
decisions relating to the individual circumstances of the family are in accordance
with the law, HUD regulations and DCHA rules in the following cases:

1. A determination of the amount of the Total Tenant Payment or Tenant
Rent (not including determination of DCHA's schedule of Utility
Allowances);

2. A decision to deny or terminate assistance on behalf of the family;

3. A determination that a family is residing in a unit with a large number
of bedrooms than appropriate under DCHA standards and DCHA's
determination to deny the family's request for an exception from the
standards; and

4. In the case of an assisted family who wish to move to another dwelling
unit with continued participation in DCHA program, a determination of
the number of bedrooms entered on the Voucher under the standards
established by DCHA

When DCHA make a determination on 1 through 4 above, the family will be
notified in writing that he may ask for an explanation on the basis of the
determination, and that, if the family does not agree with the determination,
the family may request within ten (10) days of the date of the letter, a Client
Review on the decision. This request must be made in writing.

If Dallas County Housing Agency has decided to terminate housing
assistance payments on behalf of a Family under an outstanding contract
(and if DCHA is required to give the Family an informal hearing on the
decision), the family shall be offered the opportunity for such an informal
hearing before the termination of housing assistance payment.

Dallas County Housing Agency is not required to provide an opportunity for an
informal hearing in the following instances:

1. To review discretionary administrative determinations by DCHA to
consider general policy issues or class grievances;

2. To review DCHA determination that a unit does not comply with HQS,
that the Landlord has failed to maintain or operate a contract unit to
provide decent, safe and sanitary housing in accordance with HQS
(including all services, maintenance and utilities required under the
lease), or that the Contract unit is not decent, safe, and sanitary
because of an increase in family size or change in family composition.

3. To review DCHA's decision not to approve a family's request for an
extension of the term of the Voucher issued to an assisted family
which wants to move to another dwelling unit with continued
Procedures for Participant Review

A Family in the Housing Voucher Choice Program administered by DCHA may request a Review to challenge a determination made by DCHA. The request for the Review must be made in writing within ten (10) days from the date of the written determination. The request must be made to the Assistant Director. An appointment will be scheduled and the complaint heard by the Hearing Officer. The Review should be as reasonably convenient as possible, to allow the family time to prepare. But in all cases, the review date will not exceed forty-five (45) days from the request for the review.

Once the review date has been scheduled, the family or family's counsel may request to examine and have copies made at the family's expense of all documents, records, and DCHA regulations that are relevant to the complaint. Such request must be made at least one week prior to the review. Any document not made available after request by the family may not be used or referred to by DCHA during the hearing, with the exception of confidential medical records.

A Family who fails to respond to the written notice within ten (10) days, will be ineligible for review and/or appeal. Families who fail to appear for a scheduled Review without good cause will waive the right to review. Failure to attend with good cause may result in a rescheduling at the discretion of the Hearing Officer within fifteen (15) days.

The Assistant Director or his/her designee has the responsibility for reviewing schedules, documenting facts presented and determining disposition. The outcome of the Review is recorded in the Family's file. The disposition could result in a reactivation of the contract.

The Assistant Director will notify the Family of the outcome, in writing, within ten (10) days after the family's review.

Section XVII. Informal Hearing Procedures - Applicants and Participants

Informal hearings will be conducted by a person or persons designated by DCHA will fulfill the duties of the Hearing Officer. In no event shall the hearing be conducted by a person or persons who made or approved the decision under review, or who are subordinate to the persons who made the decision under review.

A. Requests for Informal Hearings

Requests for informal hearings must be submitted, in writing, to the Informal Hearing Officer. If such a hearing is requested by an
Applicant, the hearing will be scheduled within 10 calendar days of the receipt of the applicant's request. All other appeals will be scheduled at the next regularly convened hearing. A reasonable amount of time should be allowed for all parties to prepare for the hearing. The scheduled hearing date, time and place will be sent to the family's mailing address.

The family's failure to request an informal hearing will constitute a waiver of rights to a hearing.

B. Conducting Informal Hearings

The personal appearance of the family is required at the hearing; failure to appear without the showing of good cause as determined by the Hearing Officer, will result in the waiver of the family's right to a hearing. Requests for postponement of a hearing shall be granted by the Hearing Officer only upon a showing of good cause by the family. The hearing is to be held at DCHAs' Office.

If the Family chooses, he/she may also have an attorney or other representative(s) present at the hearing, however, an attorney or representative is not required. Failure of the family to appear at the hearing without good cause as determined by the Hearing Officer, will result in a waiver of the family's right to a hearing.

The family and/or the family's Counsel may examine all documents one week prior to the hearing. Copies of the documents, records, and regulations that are relevant to the hearing may be made at the family's expense. Any document not made available at the family's request may not be referred to by DCHA in the hearing, with the exception of confidential medical records.

Arrangements for transcripts must be made one week in advance at the expense of the party making the request. If arrangements are not made, DCHA will not transcribe the hearings as a matter of course.

The Hearing Officer shall act to maintain decorum and to assure that all families in the hearing have a reasonable opportunity to present relevant oral and documentary evidence. The Hearing Officer may exclude any persons from the hearing for behavior that seriously obstructs the hearing.

The Housing Administrator or another staff person designate will present the facts in support of the adverse determination and examine witnesses. The Housing Administrator may have the burden of explaining the factual basis for the adverse decision.
The hearing need not be conducted strictly according to rules of law relating to the examination of witnesses or presentation of evidence. The hearing will be covered by procedures to ensure the family's due process. Each party shall, prior to or during the hearing, be entitled to submit memoranda concerning any issue of law or fact and such memoranda shall become a part of the hearing record. The Hearing Officer shall require that oral evidence shall be taken only on oath or affirmation administered by any person designated by the Hearing Officer.

During the hearing each side shall have the right to:

a. Call and examine witnesses. The family shall be permitted to present any and all evidence which supports his/her contention that DCHA acted improperly;

b. Present documentary evidence which may be introduced orally or in writing;

c. Cross examine any witness on any matter relevant to the issues. The Hearing Officer will determine the order of witness or testimony. However, DCHA staff members and the family should present testimony prior to questions from the Hearing Officer;

d. Impeach any witness; and

e. Rebut any evidence. Each party, DCHA and the family, will have the opportunity for rebuttal of evidence or testimony presented by the other party.

C. Decision of the Hearing Officer

The decision of the Hearing Officer shall be final. The Hearing Officer shall prepare a written decision with the reason(s) for the decision, within five (5) days after the hearing for an Applicant or ten (10) days after the hearing for a Participant. The Hearing Officer will reaffirm or reverse DCHA's determination. The decision shall be based upon facts presented at the hearing and upon applicable DC and HUD regulations as they relate to the reason(s) for the determination.

The Hearing Officer will forward one copy of the written decision to:

Family
Family's representative (if any)
Family's File
Assistant Director
Housing Administrator
D. Matters for which Dallas County Housing is Not Bound by a Hearing Decision

DCHA is not bound by hearing decision in matters:

a. for which DCHA is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under the hearing procedures, or;

b. contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local law.

If DCHA determines that it is not bound by a hearing decision, the Agency shall promptly notify the family of the determination, and of the reasons for the determination.

Section XVIII. Payment of Monies Owed by the Family

Dallas County Housing Agency will deny and/or terminate participation to any applicant and/or participant (including family members) owing money to the Agency or any other PHA. However, if otherwise eligible, DCHA will grant conditional approval upon execution of an acceptable repayment plan. Continued participation is contingent upon the account being maintained in a current state.

Section XIX. Threshold for Operating Reserves Expenditures

Without prior approval of Dallas County Commissioners Court, no expenditures may be made from the Administrative Fee Reserve for other housing purpose if said expenditures would result in an Administrative Fee Reserve that is less than three (3) months operating expenditures for DCHA and Administrative Costs. The Commissioners, as a part of this approval must make an affirmative determination that the expenditures are necessary according to State and local law.

Section XX. Use of Funds for Special Purpose.

Should HUD provide funding to the Agency for a special purpose, including funding for specified families or a specified category of families, the Commissioners will approve expenditure of those funds only for the purpose authorized by HUD.

Section XXI. Minimum Tenant Rent

Families assisted under the Certificate and Voucher program will pay a
monthly "Minimum Rent" of not less than 25.00.

Section XXII. Special Housing Types Limitations

A. Congregate Housing, if utilized by elderly, disabled, or displaced families.

B. Independent Group Residents, if utilized by elderly or disabled families who require a planned program of supportive services appropriate to their needs.

C. Shared Housing, is not permissible in the DCHA programs.

Section XXIII. Family Self-Sufficiency Program

The Family Self-Sufficiency (FSS) Program promotes development of local strategies and coordinate the use of housing assistance with public and private resources to provide supportive services to enable families to achieve economic independence.

The Program offers participants a chance to receive educational and employment opportunities within a contracted period of five years. Participating heads of households must seek and maintain suitable employment during the FSS contract term and any extension thereof.

The FSS Program is to empower families to move from a state of dependence to economic self-sufficiency. The objectives of the program are:
1. To increase participants' self-esteem and self-worth;
2. To assist participants' in acquiring the basic education needed to make employment opportunities possible;
3. To assist participants' with developing employment skills and training;
4. To assist participants' in accessing available child care programs;
5. To enhance participants' in accessing other available community resources that promote self-sufficiency; and,
6. To network with other social services agencies to avoid duplication of services, and to identify and mitigate gaps within current programs.

Section XXIV. Section 8 Homeownership Program

The Section 8 Homeownership Program is to expand home ownership opportunities for families who have been in the Housing Choice Voucher Program (Section 8) for one year and are interested in, and capable of, purchasing a home. The program is voluntary and provides participants freedom of choice.
The Home Loan Counseling Center, of the Housing Division will administer the program. Housing Choice Voucher Program participants will be made aware of the program at the Tenant Briefings. The home selected for purchase may be a newly constructed unit or an existing property. The property must pass both a Housing Quality Standards and independent property inspection. The buyer will execute a real estate contract and apply for mortgage financing. The family and Dallas County will execute a "statement of home ownership obligations".

The Housing Agency will annually reexamine family income and composition for continued eligibility and make any appropriate adjustments to the amount of the monthly assistance payment.

Except for elderly or disabled families, the assistance is for a maximum of 15 years for mortgages longer than 20 years and 10 years for mortgages with a shorter term.
Exhibit A

Landlord Briefing Packet Materials

Housing Choice Voucher Program
Dallas County Housing Agency Responsibilities
Owner Responsibilities
Family Responsibilities
Eligible and Ineligible types of Housing
Housing Quality Standards Inspections
Rent Reasonableness

Contractual Relationships in the Housing Choice Voucher Program (Chart)
When Assistance is Paid by DCHA
Disapproval of Owner Participation
Steps to Leasing Property on DCHA Voucher Program
Fair Market Rents and Payment Standards
Area of Jurisdiction

Housing Voucher (Sample)
Housing Assistance Payments Contracts (Sample)
Lease Addendum (HUD-52535.3) (Sample)
Lease Addendum (Drug Free) (Sample)
Inspection Form (HUD-52580-A) (Sample)

Request for Lease Approval (Sample)
Landlord Packet (Sample)
Utility Schedule (Sample)
Fair Housing Booklet
### Exhibit B

**Income Limits for Admission to the Housing Choice Voucher Program**  
(FY 2001)

<table>
<thead>
<tr>
<th>Number of Persons in Family</th>
<th>Maximum Annual Income Limit</th>
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<td>Lower Income - $36,050</td>
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<td>Very Low Income - 22,550</td>
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<td>Lower Income - 41,200</td>
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<td>Very Low Income - 25,750</td>
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<td>Lower Income - 46,350</td>
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<td>Very Low Income - 29,000</td>
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<td>Very Low Income - 32,200</td>
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<td>Lower Income - 68,000</td>
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<td>Very Low Income - 42,500</td>
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Exhibit C

Information Discussed at Housing Choice Family Briefings

1. A description of how the Voucher Program Works
2. Family and Landlord Responsibilities
3. Grounds on which a family may lose their Housing Assistance
4. Informal Grievance Procedures
5. How to find a suitable unit
6. Area of jurisdiction
7. Responsibilities when utilizing the portability features of Housing Choice Voucher
8. Inspection Procedures and Housing Quality Standards
9. Information on Federal, State and local fair housing laws
10. Fair Market Rent/Payment Standards and Rent Reasonableness
11. How the Total Tenant Payment is determined
12. Advantages of leasing a unit in a neighborhood without a concentration of poor families. Encouragement to lease unit where few assisted families reside.
13. Discussion on the importance of making a good "first impression" when dealing with potential Landlords.
14. Discussion on how to identify potential Landlords.
Exhibit D

Section 8 Family Briefing Packet Contents for New Participants

1. Voucher and voucher extension
2. How the Housing Assistance Payment is computed
3. How to determine the Maximum Rent on a unit
4. Factors every family should consider when leasing a unit
5. Information on Portability
6. HUD lease Addendum
7. What information about family will be shared with Landlord
8. Fair Market Rent and Subsidy Standards
9. Request for Lease Approval with attachments
10. HUD Brochure - How to select a unit
11. Lead-Based Paint Notice
12. Information on Fair Housing
   HUD Form 903, Housing Discrimination Complaint
   HUD Form 1260- FHEO (2), Fair Housing, Its Your Right
13. Landlords List
    List of HUD assisted properties
    List of Rental Properties
14. List of Accessible Units
15. Family Obligation Under the Program
16. Termination of Family Assistance
17. Informal Hearing Procedures
**Subsidy Standards for Voucher HAP**

Number of Persons in Family

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
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<td>3</td>
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<td>6</td>
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<td>4</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>5</td>
<td>7</td>
<td>10</td>
</tr>
</tbody>
</table>

**Fair Market Rents and Voucher Payment Standards**  
(FY 2002)

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Amount</th>
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<tr>
<td>0</td>
<td>$548</td>
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<tr>
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<td>$631</td>
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<tr>
<td>2</td>
<td>$810</td>
</tr>
<tr>
<td>3</td>
<td>$1,120</td>
</tr>
<tr>
<td>4</td>
<td>$1,325</td>
</tr>
</tbody>
</table>
Dallas County Housing Agency (DCHA) is part of the Dallas County System governed by the Dallas County Commissioners Court. DCHA is located within the Human Services Division of Dallas County Health and Human Services Department. DCHA is managed by a Housing Administrator, who is accountable to the Deputy Director.
TO: COMMISSIONERS COURT

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

DATE: February 4, 2003

SUBJECT: SYSTEMS BENEFIT FUND (SBF) - CONTRACT AMENDMENT

BACKGROUND

The Texas Department of Housing and Community Affairs (TDHCA) has notified the Dallas County Health and Human Services Department of additional funds in the amount of $63,868 for the Systems Benefit Fund (SBF) Weatherization program for year 2003 Contract #301093 is effective September 1, 2002 through August 31, 2003.

FINANCIAL IMPACT

TDHCA will fully fund the program with contracted funds totaling $1,310,597, of this amount $958,020 is allocated for labor and material and program support; $217,151 is allocated for refrigerators; $71,558 is allocated for CFL's water coolers and $63,868 is allocated for administration.

OPERATIONAL IMPACT

Program support funds and Administration funds earned through the program may be used to purchase special equipment and vehicles as needed to further objectives of the program.

RECOMMENDATION

It is recommended that the Commissioners' Court does hereby approve the amendments to the SBF contract for the additional funds in the total amount of $63,868.

Recommended by: Betty Culbreath-Lister, Director

C: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
   Ryan Brown, Budget Officer
SBF PROGRAM Texas Utilities TDU
ATTACHMENT A - PERIOD, SERVICE AREA AND BUDGET COMPONENT

CONTRACTOR NAME: DALLAS COUNTY DEPT. OF HUMAN SERVICES
CONTRACT NUMBER: 301093
ALLOCATION YEAR: 2003
ALLOCATION PERIOD: 09/01/2002 - 08/31/2003

DEPARTMENT FINANCIAL OBLIGATIONS

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>SBF Weatherization Funds</td>
<td>$958,020.00</td>
</tr>
<tr>
<td>SBF Refrigerator Funds</td>
<td>$217,151.00</td>
</tr>
<tr>
<td>SBF CFL’s / WS Funds</td>
<td>$71,558.00</td>
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<tr>
<td>Administration *</td>
<td>$63,868.00</td>
</tr>
<tr>
<td><strong>Total SBF Funds Available</strong></td>
<td><strong>$1,310,597.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEASURES CATEGORY</th>
<th>NUMBER OF UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refrigerators</td>
<td>430</td>
</tr>
<tr>
<td>CFL and Water Saver Kits</td>
<td>3,975</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>4,405</strong></td>
</tr>
</tbody>
</table>

* Maximum for administration may not exceed 5.00% of total allowable expenditures.

By written notice to Contractor, Department may deobligate or obligate additional funds from the budget components.

SERVICE AREA

Contractor’s service area consists of the following Texas counties: Dallas County

SYSTEMS BENEFIT FUND PROGRAM IMPLEMENTATION

Contractor shall provide SBF program services sufficient to expend $1,310,597.00 during the allocation period. All weatherization measures installed must have an EASY Audit SIR of 1 or greater using the Price to Beat for Texas Utilities TDU service area. Contractor shall complete all other energy conservation measures as listed in Attachment B - Production Schedule. Failure to complete, at a minimum, the production figures listed in Attachment B may result in the termination of this contract and all other weatherization contracts.
SBF PROGRAM Texas Utilities TDU  
ATTACHMENT B - PRODUCTION SCHEDULE

CONTRACTOR NAME:  DALLAS COUNTY DEPT. OF HUMAN SERVICES  
CONTRACT NUMBER:  301093  
ALLOCATION YEAR:  2003  
ALLOCATION PERIOD:  09/01/2002 - 08/31/2003

<table>
<thead>
<tr>
<th>SBF PROGRAM</th>
<th>SEPT-NOV</th>
<th>DEC-FEB</th>
<th>MAR-MAY</th>
<th>JUNE-AUG</th>
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<td>WEATHERIZATION</td>
<td>$239,505</td>
<td>$239,505</td>
<td>$239,505</td>
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<tr>
<td>Refrigerators</td>
<td>$54,289</td>
<td>$54,288</td>
<td>$54,288</td>
<td>$54,288</td>
</tr>
<tr>
<td>CFL's/ WaterSavers</td>
<td>$17,889</td>
<td>$17,890</td>
<td>$17,890</td>
<td>$17,889</td>
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<tr>
<td>Administration</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

EFFECTIVE: 01/15/2003
January 24, 2003

TO: The Honorable Commissioners Court
FROM: Willa Roberts, Purchasing Supervisor
SUBJECT: Single Bidder, Bid Number: 2003-027-1259, “Apply a Non-Slip Resistant Waterproof Surface”

BACKGROUND/ISSUE

Dallas County Commissioners Court, authorized Bid Number: 2003-027-1259 “Apply a Non-Slip Resistant Waterproof Surface” to be opened on December 16, 2002.

Only one bid was received as follows:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Unit Price</th>
<th>Start Date after receipt of PO</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Castor Enterprises, Inc.</td>
<td>$35,979.00</td>
<td>2 day</td>
<td>60 days</td>
</tr>
</tbody>
</table>

The Purchasing Department in conjunction with Facilities Management is recommending Castor Enterprises, Inc. the single bidder, for award based upon past history of competitive pricing, quality of performance and work completion. Time is very crucial in the completion of this project. Castor Enterprises, Inc. has successfully completed recently similar type of projects for Dallas County.

The following companies were contacted:
- Chamberlin Waterproofing - Did not have the necessary equipment to use with the required product, stated not enough money involved in the project to justify the investment in new equipment.
- Central Waterproofing - Did have the necessary equipment
- Collins & Assoc. - Specialized job not a big enough job to invest in new equipment.

FINANCIAL IMPACT:
Castor Enterprises, Inc. can complete the project with the least interruption to Dallas County. It is more cost effective to Facilities Management to get this project started and completed as soon as possible

RECOMMENDATION:
The Purchasing Department in conjunction with Facilities Management recommends that the Bid No. 2003-027-1259 “Apply a Non-Skid Slip Resistant Waterproof Surface”, be award to the single bidder, Castor Enterprises, Inc. for the amount of $35,979.00.

Should the Commissioners Court concur with the recommendation, Bid No. 2003-027-1259 “Apply a Non-Skid Slip Resistant Waterproof Surface”, will be scheduled for award on the next court agenda.

Approved by:

[Signature]
Phillip Vasques, Purchasing Director

cy: Jessie Darrett - Facilities Management
January 28, 2003

To: Dallas County Judge and Members of the Dallas County Commissioners Court

From: Danny "DJ" Chandler, Director, Office of Security and Emergency Management

Subject: Hold Harmless Agreement to Use Meeting Space at the American Red Cross

BACKGROUND
This office plans to utilize meeting space at The American Red Cross, 4800 Harry Hines Blvd., Dallas for training classes in 2003. Patrons are required to complete a Hold Harmless Clause (Agreement) as a condition of use (Attachment).

The purpose of this correspondence is to seek Commissioners Court approval from our County Judge to sign said “Agreement” on behalf of Dallas County. It’s further recommended this “Agreement” be dated to include this entire calendar year, negating the need for an individual agreement for each 2003 training date.

FINANCIAL IMPACT
If approved, all associated training cost may be absorbed within the current operating budget. No new funds are requested.

LEGAL
This matter has been reviewed by the Dallas County District Attorney’s Civil Section, and no objections were noted.

SUMMARY
The Office of Security and Emergency Management request and recommends that Commissioners Court authorize the Dallas County Judge to sign the “Agreement” (Hold Harmless Clause) with The American Red Cross to authorize use of their meeting facilities.

Respectfully submitted,

Danny "DJ" Chandler
Director
Office of Security and Emergency Management
HOLD HARMLESS CLAUSE

[Text]

I have read and agree to abide by the Meeting Space Reservation Policy and fees of the Dallas Area Red Cross.

Print Name __________________________ Signature __________________________ Date ____________

PLEASE MAKE CHECK PAYABLE TO AMERICAN RED CROSS AND DENOTE "MEETING SPACE RENTAL" ON MEMO LINE. PLEASE RETURN REQUEST FORM WITH PAYMENT TO:

Facilities Dept.
American Red Cross
4800 Harry Hines Blvd.
Dallas, TX 75235
THIS PAGE INTENTIONALLY LEFT BLANK
TO: J. Allen Clemson  
Dallas County Commissioners Court Administrator

FROM: Sandra K. Peters  
Supervisor Computer Operations, SchlumbergerSema

THRU: Vanessa King  
Site Manager, SchlumbergerSema

SUBJECT: Contract for data services between Court Ventures Inc. and Dallas County

DATE: January 15, 2003

Background

A request has been received from Court Ventures Inc., to purchase the following: (1.) a seven year Criminal History Extract Tape and (2.) a monthly Criminal Extract.

Financial Impact/Considerations

Cost Recovery

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Administrative Fee</td>
<td>$75.00</td>
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<tr>
<td>Set Up Cost</td>
<td>70.00</td>
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<tr>
<td>Cost of seven year Eviction History Extract Tape</td>
<td>825.00</td>
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<tr>
<td>Annual cost for monthly Criminal Extract</td>
<td>$720.00</td>
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<tr>
<td>Total First Year Cost</td>
<td>$1690.00</td>
</tr>
<tr>
<td>Succeeding Yearly Cost</td>
<td>$720.00</td>
</tr>
</tbody>
</table>

Project Schedule

Implementation by SchlumbergerSema will commence within thirty days of the contract execution date.

Recommendation

SchlumbergerSema 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 _______________, 2003 on motion made by ____________________________________________, and seconded by ____________________________________________, the following order was adopted:

WHEREAS, This issue was briefed before Commissioners Court on February 04, 2003; and

WHEREAS, Court Ventures Inc., has requested the following: a seven year Criminal History Extract Tape and monthly Criminal Extract; 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 District Clerk has previously approved the data content; and

WHEREAS, Court Ventures Inc., has paid $1690.00 in advance for the following: a seven year Criminal History Extract Tape, and monthly Criminal Extract, and in the future will pay $720.00 annually for the following: a monthly Criminal Extract; 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 the County Judge to execute the contract between the County of Dallas and Court Ventures Inc., on behalf of the County of Dallas. Court Ventures Inc., has paid $1690.00 in advance for the following: a seven year Criminal History Extract Tape and monthly Criminal Extract, and will in the future pay $720.00 annually for the following: a monthly Criminal Extract.
DONE IN OPEN COURT this the __________ day of ________________, 2003.

Margaret Keliher
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: 
Vanessa King, Site Manager, SchlumbergerSema

John M. Hennessey, Management Information Systems Director
CONTRACT FOR COMPUTER SERVICES

BETWEEN COUNTY OF DALLAS, TEXAS AND COURT VENTURES INC.

Court Ventures Inc., whose principal office address is 29886 Mayflower Dr., Canyon Lake, CA 92587 (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 costs as set forth herein and 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: (1) a Seven Year Criminal History Extract Tape, (2) a monthly Criminal History Extract. Requestor agrees to reimburse County in the sum of:

- Administrative Fee: $75.00
- Setup Fee: 70.00
- Seven Year Criminal History Tape: $825.00
- Annual Cost for monthly Criminal History Extract: $720.00
- Total First Year Cost: $1690.00

Succeeding Annual Cost: $720.00

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 seven hundred twenty dollars ($720.00). Under the terms of this Contract, County will not provide to Requestor any complainant information or defendants' social security numbers, or any other information which is prohibited from release by law.

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. PAYMENT

All payments shall be due and payable to County thirty (30) days before the annual renewal date and thirty (30) days prior to the delivery of any item. No delivery under this Contract shall be made until the County has received payment in full on all accounts. Delivery of any and all items is specifically contingent upon prior payment in full of all accounts. Failure of County to deliver reports prior to payment in full of all costs or other amounts shall not constitute a breach of Contract by County. If payment is not received 10 days subsequent to the proposed annual renewal date or delivery date, this Contract will terminate without further notice. In the event of termination of this Contract a new agreement for services will be required inclusive of payment of all fees or costs charged for new service. Obligation to pay for any services rendered under the Contract or in anticipation of the Contract shall survive termination of the Contract, until paid in full. All provisions of Article V ("Warranty Disclaimer: Limitation of Liability; Sole Remedy") of this Contract shall survive termination of this Contract. Time is of the essence.

III. TERM

The initial term of this Contract shall be one year from the date of execution. Contingent upon full compliance with Article II ("Payment") 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 is no outstanding obligation, by County to Requestor relating to any prior agreements or contracts.

IV. TERMINATION

In addition to termination set forth in Sections I, II and III, 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.

V. 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 DOES NOT WARRANT THE "LANGUAGE" OF THE REQUESTED INFORMATION WILL BE COMPATIBLE WITH OR USABLE BY REQUESTOR. COUNTY EXCLUDES ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WARRANTY OF MERCHANTABILITY. REQUESTOR ACCEPTS INFORMATION/REPORT "AS IS" "WITH ALL FAULTS."
c. County shall not be liable for any defects in software or data, including “viruses” which may be inadvertently transmitted along with the requested information.

d. If either party breaches this Contract, the sole remedy shall be cancellation of the Contract. Requestor shall pay all fees owed and County shall provide all information due 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.

e. 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.

f. 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 (d) of this section.

g. Requestor acknowledges and understands that often the information and records that have been purchased are required to be changed, including but not limited to 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 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.
VI. AMENDMENTS OR MODIFICATION

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

VII. 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.

VIII. FORMAL COURT APPROVAL

This Contract is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.

IX. CONTRACT ADMINISTRATOR

The following shall administer this Contract on behalf of County:

Phillip J. Vasquez, Purchasing Agent
(or his successor)
Dallas County Purchasing Department
Records Building, 6th Floor
509 Main Street, Room 623
Dallas, Texas 75202-5799

X. NOTICE

Notice, including but not limited to, termination, cancellation, or amendment to this Contract, must be provided in writing to the Contract Administrator. Notice to Requestor shall be given in writing to:

Court Ventures Inc.
29886 Mayflower Dr.
Canyon Lake, CA 92587

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth above. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed. Each party may change its recipient of notice upon thirty (30) day written notice to the other party.
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 _______________, 2003.

COUNTY OF DALLAS

BY: MARGARET KEHLER
COUNTY JUDGE

REQUESTOR

BY: Robert Gundling
President, Court Ventures Inc.

APPROVED AS TO FORM:

BY: Janet Ferguson
Deputy Chief, Civil Section

CONTRACT ADMINISTRATOR

BY: Phillip J. Vasquez
Purchasing Agent
Date: February 4, 2003
To: Commissioners Court
Through: John Hennessey, M.I.S. Director
From: Rodney Christian
Subject: Infrastructure Upgrade to Increase Network Capacity in Preparation for the Civil Courts Project.

BACKGROUND
The planned implementation of Civil Courts and JP systems as well as other recent technology projects such as the Sheriff’s Auto Ticketing program have placed an increased burden on the network capacity at several of the County offices. The following offices are currently supported by 256kb network connections (Langdon Road is supported by a 512kb line).

1411 W. Beltline (Richardson)
2774 Valwood Parkway (Farmers Branch)
410 S. Beckley Avenue
630 W. Main Street (Grand Prairie)
107 Texas Street (Lancaster)
823 N. Galloway (Mesquite)
841 W. Irving Blvd. (Irving)
1512 W. Langdon Road

It is proposed that these sites receive an upgraded network connection increasing their capacity to T-1 levels.

OPERATIONAL IMPACT

1) The various offices will notice a significant improvement in response time on the network. Current sites on T-1 lines enjoy responses 5-6 times faster than these sites.

2) The network hardware currently in place at these sites will support the increased capacity – no new hardware is required.

3) The increased bandwidth will support the Civil Courts and JP activity and additional network users at these sites as needed.
FISCAL IMPACT
This is a 36-month agreement.

There will be a one-time cost of $6,512 for installing the circuits.

The County currently pays $2,179.08 per month for the existing circuits. The upgraded circuits will cost $3,141.00 per month – a monthly increase of $961.92 ($7,695.36 for FY2003).

Funding for this effort ($14,207.36) is available in the Major Technology Civil Courts Account 00195.0000.08630.2003.92010. In the FY2004 budget, the monthly charge for the circuits will be rolled into the Data Services Operating Budget.

<table>
<thead>
<tr>
<th>Site</th>
<th>Current Frame Rate</th>
<th>T-1 36 Mo Rate</th>
<th>Install</th>
</tr>
</thead>
<tbody>
<tr>
<td>1411 W Beltline Rd, Richardson</td>
<td>$269.44</td>
<td>$461.00</td>
<td>$814.00</td>
</tr>
<tr>
<td>2774 Valwood Pkwy, Farmers Br.</td>
<td>$269.44</td>
<td>$450.00</td>
<td>$814.00</td>
</tr>
<tr>
<td>410 S. Beckley Ave</td>
<td>$269.44</td>
<td>$329.50</td>
<td>$814.00</td>
</tr>
<tr>
<td>630 W Main St., Grand Prairie</td>
<td>$269.44</td>
<td>$226.00</td>
<td>$814.00</td>
</tr>
<tr>
<td>107 Texas St, Lancaster</td>
<td>$269.44</td>
<td>$479.50</td>
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<tr>
<td>823 N Galloway Ave</td>
<td>$269.44</td>
<td>$464.50</td>
<td>$814.00</td>
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<tr>
<td>841 W Irving Blvd, Irving</td>
<td>$258.44</td>
<td>$281.00</td>
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<tr>
<td>1512 E Langdon Rd</td>
<td>$304.00</td>
<td>$449.50</td>
<td>$814.00</td>
</tr>
<tr>
<td><strong>Total Monthly Cost</strong></td>
<td><strong>$2,179.08</strong></td>
<td><strong>$3,141.00</strong></td>
<td><strong>$6,512.00</strong></td>
</tr>
</tbody>
</table>

RECOMMENDATION
This M.I.S. Director recommends that the Commissioners Court approve the improved network capacity for the sites.

Approved by:

[Signature]
John Hennessey, M.I.S. Director
COURT ORDER

ORDER NO. ______________

DATE: ______________

STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the ______ day of ______________, 2003, on motion made by ____________________________ , and seconded by ____________________________, the following Order was adopted:

WHEREAS, Commissioners Court was briefed on February 4, 2003 concerning upgrading network capacity; and

WHEREAS, The M.I.S. Director has reviewed and approved the computer related requests; and

WHEREAS, Funding for the one time cost of $6,512 for circuit installation is available from the Major Technology Fund #00195.0000.08630.2003.92010; and

WHEREAS, Funding for the monthly increase in circuit costs during FY2003 of $7,695.36 is available from the Major Technology Fund #00195.0000.08630.2003.92010

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes and approves the expenditure of $6,512 in one time costs and a monthly increase of $961.92 to upgrade the network circuits at eight county offices to T-1 capacity.

DONE IN OPEN COURT this the _______ day of ______________________ , 2003.

Margaret Keliher
Dallas County Judge

Jim Jackson
Commissioner, District 1

Mike Cantrell
Commissioner, District 2

John Wiley Price
Commissioner, District 3

Kenneth A. Mayfield
Commissioner, District 4

Recommended by ____________________________
John Hennessey, Management Information Systems Director
February 4, 2003

To: Commissioners Court

From: Abbas A. Kaka P.E., Assistant Director

Through: Dan Savage, Assistant Administrator for Operations

Subject: Administration Building – Fire Alarm System Upgrade. (Proposed W. O. #22)

BACKGROUND: The Phase 1 part of the Fire Alarm System Upgrade was a study that was authorized per Court Order 2002-1045, Indefinite Quantity Work Order No. 14, June 4, 2002. It provided a report with inspections that defined the need and the necessity to integrate the existing mix-match system in the Administration Building. To meet the ADA requirements along with current fire codes, the study concluded that safety issues were best met with a properly designed/engineered package.

The plans and specifications will be reviewed and approved by City of Dallas Fire Department prior to competitive bids. The Architect/Consulting Engineers upon 100% completion of the package will handle this.

Engineering and Project Management requested Vidaud + Associates provide a fee proposal for the Phase 2 work including probable construction cost. They have provided an acceptable proposal dated April 23, 2002 for the Phase 2 part of the work.

IMPACT/OPERATIONS: This phase of work will provide the necessary complete fire alarm system design.

LEGAL: N/A

M/WBE INFORMATION: Vidaud Associates is a minority firm.

FINANCIAL IMPACT: The proposed fee for the consulting services is a total of $16,012.00. Funds are available in the FY 2003 Permanent Improvements (126.2003).

RECOMMENDATION: It is recommended that the Commissioners Court approve Work Order No. 22 to be issued to Vidaud + Associates, Inc. for fees in the amount not to exceed $16,012.00 and the County Judge be authorized to execute the appropriate contract documents.

Approved:

Dan Savage, Assistant Administrator for Operations

Tel: 214-653-6242  Fax: 214-653-6729  E-mail: akaka@dallascounty.org
April 23, 2002

Abbas Kaka
Assistant Director
Dallas County Engineering and Project Management
600 Commerce Street, 9th Floor
Dallas, TX 75202

Integrate Fire Alarm Systems – Dallas County Administration Bldg., 411 Elm Street

Dear Mr. Kaka:

Vidaud + Associates Incorporated is pleased to have this opportunity to serve Dallas County and offers the following proposal for your consideration.

PROJECT SCOPE

We have retained Schirmer Engineering Corporation as our sub-consultant for this project. This proposal is based on previous visits to the facility and our meeting with County representatives on April 16, 2002. The purpose of the project, as we understand it, is to integrate the multiple fire alarm systems that exist in the building and correct any deficiencies in any one system, thereby achieving a successful inspection from the City of Dallas Fire Department. Other factors include:

- Maintaining continuity of building operations during systems installation.
- Minimizing disruption to tenants and museum patrons
- Reliable fire detection system with lower maintenance costs that will permit future expansion due to changes and renovations to the building.
- Recognizing that specific areas of the building may require non-standard designs due to aspects of the existing building construction and historical considerations.
- Maintain existing building historical appearance while complying with current fire code requirements

SCOPE OF SERVICES

Phase 1 - Fire Alarm Needs Assessment Report

1. Conduct a one day visit to the building to visually survey the existing fire alarm systems.
2. Prepare a report to Dallas County that includes the following:
   a. A complete description of the existing fire alarm systems and functions.
   b. Maintenance issues.
   c. Feasibility of reusing the existing equipment and connection to new systems including a description of the existing system's capacity.
Abbas Kaka  
Dallas County Engineering & Project Management  
April 23, 2002  
Page 2

d. Options for "phased" replacement of the fire alarm system versus a complete replacement.
e. Code compliance.
f. Recommendations for improvement.
g. Opinion of probable costs.

3. Attend a one-half (1/2) day meeting with the Dallas Fire Prevention Bureau to review the findings and the new fire alarm design concept.

4. Attend a one-half (1/2) day meeting to discuss report findings with Dallas County representatives.

Phase 2 – Fire Alarm System Design Phase

1. Prepare and submit a fire alarm system design addressing the following:
   a. The use of existing wire and conduit.
   b. Reuse of existing equipment and connection to new systems.
   c. Compliance with applicable fire alarm provisions of the Dallas Fire Code requirements and compliance with applicable provisions of Title III of the ADAAG’s (TAS) fire alarm requirements.

2. Prepare CAD background drawings for existing building floor plans and reflected ceiling plans. Verify location of walls, doors and means of egress.

3. Prepare CAD design drawings based on background drawings. The drawings will show locations of fire alarm devices such as system smoke and heat detectors, audio/visual devices, tamper and water flow switches on floor plans.

4. Design submittals will include a design development package, a 95% construction document package and a 100% final construction document package. Each submittal will consist of system drawings and specifications in accordance with NFPA criteria and local codes. An opinion of probable cost will be provided with each design submittal.

5. Three sets of design documents will be provided to Dallas County at the design development and 95% construction document review phases. One reproducible set of 100% construction documents will be provided at design completion.

6. We will attend up to three (3) one half (1/2) day meetings with Dallas County as requested.

7. We will review one set of construction bids and recommend to Dallas County the selection of fire alarm systems contractors. We will provide Dallas County with bid evaluation tabulation and breakdown.

Phase 3 - Fire Alarm System Construction Phase

1. Attend one (1) pre-construction meeting with the selected contractor. Record meeting minutes and distribute to applicable parties.

2. Review one (1) submittal of the Contractor-prepared fire alarm shop drawings, samples, and other information from the contractor for conformance with the design concept and compliance with contract documents and code requirements. Review of one (1) resubmittal is also included.

3. Perform up to three (3) one half (1/2) day construction observation surveys of the fire alarm
Abbas Kaka  
Dallas County Engineering & Project Management  
April 23, 2002  
Page 3

systems when requested. Prepare a site observation report describing the progress of the fire alarm systems installation.

4. Review one (1) submittal of the operations and maintenance manual and proposed systems training.

Phase 4 - Testing Phase

1. Witness the final test of the fire alarm system and prepare a letter to Dallas County identifying deficiencies.

ASSUMPTIONS

1. These services do not include addressing the fire control room, emergency generator, elevator shunt trip other than fire alarm devices, smoke control system or fire protection monitoring devices (water flow and tamper switches).

2. No additional meetings with the Historical Conservation Commission, Dallas County or City of Dallas Fire Department regarding the historic preservation of the building associated with the fire alarm system design not provided in Phase 1 or 2. We can perform these activities as additional services upon request.

3. No services provided in conjunction with the fire sprinkler system.

4. Testing and evaluation of existing systems is not included in our service.

5. Review of requests for payment and change orders from the contractor is not included in our service.

6. The proposal is based upon the development of one project scheme.

7. Services not explicitly listed in the Basic Services above are specifically excluded from the scope of services. VAl assumes no responsibility to perform services not listed in the Basic Services above.

SCHEDULE

Phase 1 services will require approximately 30 calendar days to complete. Phase 2 services will require approximately 100 calendar days to complete not including Dallas County review time. Specific dates will be established after receipt of work order.

FEE FOR SERVICES

As shown in the attached proposal cost summary.

Sincerely,

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

Attach: Proposal Cost Summary  
cc: Russell Himes
# Proposal Cost Summary

**Title of Project:**
Bldg 411 - Fire Alarm System Integration - Phase 2

**Design Services**
Dallas County Engineering & Project Management

<table>
<thead>
<tr>
<th>Title of Project</th>
<th>AS-1</th>
</tr>
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## 1. BASIC SERVICES DIRECT LABOR (DL)

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<tr>
<th>Role</th>
<th>Hours</th>
<th>Rates $</th>
<th>Cost $</th>
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<td>Principal</td>
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<td>16</td>
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<tr>
<td>Architect</td>
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<tr>
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<td>88.00</td>
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<tr>
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<tr>
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<tr>
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<tr>
<td>Secretary/Word Processor</td>
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<td>38.00</td>
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**Total Hours:** 48

**Total Labor $:** 3,552.00

**Fire Protection Consultant:**
11,800.00

**1. TOTAL BASIC SERVICES:**
15,352.00

**DIRECT PROJECT EXPENSES**
- Printing (review sets, presentations): 100.00
- Delivery: 60.00
- Photography (prior to Construction): 0.00
- Photography (during Construction): 0.00
- Postage/Shipping: 0.00
- Presentation Materials (vignettes, presentations, etc.): 0.00
- Other: 0.00
- TDLR Review Fee (Plan Review and Filing Fee Only) (Construction Cost < $200K): 500.00

**2. TOTAL EXPENSES:**
660.00

**NON-BASIC SERVICES:**
0.00

**3. TOTAL NON-BASIC SERVICES:**
0.00

**4. TOTAL LABOR COST (Sum of 1 and 3) (does not include expenses):**
15,352.00

**5. TOTAL COST INCLUDING EXPENSES:**
16,012.00

**Date:** 23-Apr-02

**Signature of Preparer:**

Signature
December 12, 2002

Mr. Tim Strucely
Vidaud & Associates, Inc.
13649 Montfort Drive, Suite 200
Dallas, TX 75240-4503

Reference: School Book Depository
411 Elm
Dallas, TX
SEC Project No. 1702074-000

Dear Mr. Strucely:

On November 25, 2002 Schirmer Engineering Corporation (SEC) attended a meeting with Vidaud & Associates and the Owner, Dallas County, to review and discuss the fire alarm feasibility report dated July 17, 2002 for the above referenced project. During the meeting the Owner presented an alternative concept for upgrading the existing fire alarm system. SEC also presented possible cost savings for the new fire alarm system.

The Owner's alternative fire alarm system design concept is as follows:

- The Fire Lite Sensiscan 1000 fire alarm control panel (FACP) located in the 1st floor Mechanical room would be replaced with a new conventional (non-addressable) FACP.
- The existing devices currently powered and/or monitored by the Fire Lite Sensiscan 1000 FACP would be connected to the new FACP.
- The Simplex 4002 FACP located in the 1st floor of the Museum would be removed and the existing fire alarm circuits would be extended to the new FACP located in 1st floor Mechanical room.
- The existing devices currently powered and/or monitored by the Simplex 4002 FACP would be connected to the new FACP.

SEC's comments regarding the proposed fire alarm system design is as follows:

- The existing fire alarm devices that will be powered from the new FACP (i.e. smoke detectors) would be required to be UL listed with the new FACP. The existing smoke detectors may have to be replaced.
- Fire alarm system wiring has limitation due to the electrical characteristics of the wire. (The longer the wire length the higher the electrical resistance and the greater the voltage drop.) Extending the wiring from where the Simplex FACP is located in the Museum to the 1st floor Mechanical room could have an impact on performance due to insufficient operating voltages. The existing fire alarm devices may not operate correctly.
The installation of a conventional fire alarm system for his size of a building would be more labor intensive than an addressable fire alarm system. A conventional fire alarm system require at least two wires to each floor and to each type of device (smoke detector, sprinkler waterflow switch, sprinkler tamper switch). An addressable fire alarm system would require two wires for all initiating devices. Less wiring requires less labor which would in turn lower the installation costs.

Replacement of the existing FACP would require the fire alarm system throughout the building to meet current applicable fire alarm code requirements for this type of occupancy. The existing horns would be replaced with a voice evacuation system. If the existing strobes are not removed or replaced, the City of Dallas would not require additional strobes to be provided. However, the Texas Department of Licensing and Regulation (TDLR) would require compliance with the Texas Accessibility Standard (TAS), which would require strobes coverage throughout. The labor and material cost for a new voice evacuation system and smoke detectors is a large percentage of the cost of the new fire alarm system.

SEC proposed the following cost savings ideas:

- The City of Dallas should adopt the International Building and Fire Code early in 2003. The new code requires fewer smoke detectors to be provided in a fully sprinklered building, which could be removed from SECs earlier design concept.
- Due to advances in strobe technology, a new high intensity strobe has recently been approved for use. The new strobe would reduce the quantity of strobes required to provide coverage in the same size area, which would in turn eliminate strobes and the labor-intensive conduit/wiremold.

SEC's opinion of the estimated cost to replace the existing fire alarm system based on the above cost savings ideas is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$35,000 - $50,000</td>
</tr>
<tr>
<td>Labor</td>
<td>$65,000 - $92,000</td>
</tr>
</tbody>
</table>

After the fire alarm system design has been completed, the cost estimate can be further defined.

SEC proposed to review the new fire alarm system design concept with the City of Dallas Fire Protection Engineer as well as on site review with the city inspector that will approve the new fire alarm system installation in an effort to minimize potential approval issues.

If you have any questions or if SEC can be any further assistance, please call 972-234-1617.

Sincerely,

SCHIRMER ENGINEERING CORPORATION

Mark Hayes, SET
Project Manager
02074 ltr 002
February 04, 2003

To: Commissioners Court

From: Abbas A. Kaka P.E., Assistant Director

Through: Dan Savage, Assistant Administrator for Operations

Subject: Bio-safety Lab 3 Renovation Project – 2377 Stemmons Frwy. (Advertisement)

BACKGROUND:
Court Order #2002-1455 dated August 13, 2002, released Work Order No. 17 to Vidaud & Associates to proceed with the architectural/design/engineering for the renovation of Bio-Safety Lab 3. The department of Health & Human Services has received federal funds to accomplish this project. The existing TB lab in the basement will be renovated to build the required level ‘3’ laboratory.

The plans and specifications are now ready for solicitation of competitive bids.

IMPACT/OPERATIONS:
This project will allow future testing work for Anthrax in the Lab for Dallas/Ft. Worth region.

LEGAL: This contract will be awarded in accordance with all legal requirements.

M/WBE INFORMATION: The requirements of the M/WBE participation will be in the procurement policies.

FINANCIAL IMPACT:
Funds in the amount of $200,000.00 were budgeted for this project from 466.0.05590.2002.0.0.08723 (Projected Federal Grants, Other Professional Services, 2002, OPHP/BIOTECH). Fees expended for architectural/design/engineering were $20,716.00. Available funds for construction are approximately $179,284.00.

RECOMMENDATION:
It is recommended that the Purchasing Dept. be authorized to advertise for competitive bids for the project. At this time the bid opening is predicted to be in the 1st week of March 2003.

Approved: Dan Savage, Assistant Administrator for Operations
January 29, 2003

MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner Jim Jackson, District 1

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

SUBJECT: Inter-local Agreement for Intelligent Transportation Systems Deployment

Background

Under the 1999 NCTCOG regional call for transportation improvement projects, the City of Farmers Branch and Dallas County jointly submitted a citywide Intelligent Transportation System (ITS) project to improve the management of traffic during freeway incidents. The county’s participation was authorized by passage of Court Order 99-922 on May 11, 1999. The project will consist of deploying cameras and dynamic changeable message signs adjacent to the freeways and on major arterials to assist in the management of traffic flow during these reported traffic incidents. Funding for this project will be furnished by TxDOT, City of Farmers Branch and Dallas County.

The total project will provide for the installation of 7 new video cameras, upgrade of 6 existing cameras and 12 changeable message signs by City of Farmers Branch contract. The contract will also provide for the installation of a wireless video communications system, a wireless traffic signal data communication system and a wireless school zone beacon system.

Financial Impact

The total cost of the project is estimated at $554,150 with the TxDOT share being $263,464 and the Local share being $290,685. The Local share will be furnished by City of Farmers Branch ($179,855) and Dallas County ($110,830). The county funding will be from the 1991 Bond Fund Program, “Freeway Incident and Response Project”.

Impact on Operations and Maintenance

There are no impacts on County operations and maintenance.
Commissioners Court
January 29, 2003
Page 2

**Project Schedule**
The City of Farmers Branch has completed the execution of an ITS contract with TxDOT. The City will issue
a work order for procurement and installation of video and sign equipment when the county funding is
received. This project is scheduled to be operational by the end of 2004.

**Recommendations**
It is recommended that the Dallas County Commissioners Court approve the Inter-local Agreement for the
Intelligent Transportation System, which provides for the expenditure of a maximum limit of $110,830
from the 1991 Bond Fund.

**APPROVED BY:**

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

Attachments: Interlocal Agreement with Farmers Branch
Farmers Branch Resolution No. 2002-138
Exhibit “C”, Cost Estimate
Exhibit “D” Resolution No. 2002-124

cc: Suja Mathew, P.E. TxDOT Roadway Design
Moosa Saghian, P.E., TxDOT Administration
Sam Wilson, P.E., Traffic Engineer
File (1991 Bond Fund/TEA-21)
This agreement ("Agreement"), made and entered into by and between the City of Farmers Branch ("City"), a municipal corporation, (hereinafter "City") located in Dallas County, Texas, and by County of Dallas, Texas (hereinafter "County"), evidence the following:

WHEREAS, Chapter 791 Texas Government Code, as amended, provides authorization for local governments to enter into "Agreement"s for performance of governmental functions or services; and

WHEREAS, pursuant to Court Order 99-922 dated May 11, 1999, Commissioners Court authorized Dallas County funding for projects which the "City" and "County" jointly submitted to North Central Texas Council of Governments for TEA-21 participation; and

WHEREAS, the Regional Transportation Council has approved an expedited funding plan that will allow a portion of the Project ("Project"), for deployment of cameras and dynamic changeable message signs on the freeways and major arterials, to be directly funded by local agencies and that funding will be counted toward the local match requirement; and

WHEREAS, the "City" agrees to construct the IH35E Corridor Monitoring Project (hereinafter the "Project") with the "County" funding, in an amount not to exceed one hundred ten thousand, eight hundred thirty ($110,830.00) dollars.

NOW, THEREFORE, the parties, in consideration of the terms and conditions contained herein, agree as follows:

1. **IH35E MONITORING PROJECT DESIGN AND ENGINEERING**

   The "Project" is more specifically described by Exhibit "A", PROJECT SCOPE SUMMARY, which is incorporated by reference as if fully reproduced herein, word for word. Construction of the "Project" will be designed, constructed and installed in full conformity with the Texas Manual of Uniform Traffic Control Devices and U.S. Department of Transportation Manual of Uniform Traffic Control Devices specifications and requirements, both of which are included by reference as if fully reproduced herein.
2. **FUNDING**
   
   **A. Amount:**
   
   1. “County” agrees to provide funding for constructing the “Project” in the Total, Not-To-Exceed, Amount (hereinafter “Not-To-Exceed-Amount”) of One Hundred Ten Thousand Eight Hundred Thirty dollars ($110,830). Such amount shall be payable from current funding.

   2. “City” agrees to furnish all “City” direct and indirect cost, including, but not limited to all management, design and engineering, without charge to the project or “County’s” “Not-To-Exceed Amount”. “City” further agrees to provide all funding and pay all cost for the “Project” in excess of the “County” “Not-To-Exceed Amount”. Such amount shall be payable from current funding.

   **B. Payment:**
   
   The “City” will be administering multiple purchases, procurements and contracts in the prosecution of the “Project”. Subsequent to “City’s” receipt of bids for each procurement of the various components of the “Project” and prior to the award of each such contract, “City” shall notify “County” of the cost of construction or materials for that portion of the project. “County” shall encumber such amounts equal to the total amount of the bids or the “Not-To-Exceed-Amount” of one hundred ten thousand, eight hundred thirty ($110,830) dollars in the event such bids exceed such amount. The “City” will bill the “County” monthly based on the amount of work actually performed during the month. “County” agrees to pay such billing within thirty (30) days of receipt and approval of the monthly billing.

   **C. Project Reconciliation:**
   
   Upon completion of the “Project”, the “City” will do a final accounting of the actual cost of the project. In the event that the chargeable costs are less than the amount paid by the “County”, the difference will be remitted to the “County” within thirty (30) days of the completion of such audit. In the event that chargeable costs are more than the amount paid by the “County”, but less than the “Not-To-Exceed Amount”, the “County” agrees to pay actual chargeable cost in the amount not greater than the “Not-To-Exceed Amount” within thirty (30) days of the receipt and approval of such accounting. In no event shall the “County” be responsible for any amount greater than one hundred ten thousand, eight hundred thirty ($110,830) dollars. “City” shall fund and pay all cost in excess of the “Not-To-Exceed-Amount” without cost to or contribution from “County”.

3. **CITY OPERATION**

   “City” will utilize the applicable “Project” components for a period of not less than 10 years, solely to enhance the operation of motor vehicles for the benefit of the traveling public, inclusive of Dallas County residents.
4. CITY MAINTENANCE
   "City" agrees that upon the completion of the construction and installation of the
   "Project" that it will be solely responsible for the utility, maintenance, repair,
   replacement or other cost incurred for the operation and maintenance of the "Project".

5. CITY PROCUREMENT
   "City" agrees that all goods and services required for the construction, installation and
   initial operation will be procured in the strict accordance with the Texas Local
   Government Code of procurement.

6. COUNTY REVIEW OF DESIGN AND PROCUREMENT DOCUMENTS
   The "City" will furnish to "County" all design and procurement documents for the
   "County's" review and comment a minimum of forty five (45) days prior to approval or
   submission of the bid. Such documents shall include the engineer's estimate of the
   quantities; fabrication projected cost, installation design and estimated cost and a
   schedule for the procurement of goods and services for construction and installation of
   the "Project". "County" shall have the right, but not the obligation, to review and
   comment on the design. If "County" fails to comment within thirty (30) days of the date
   of receipt of such plans, the "City" may continue the procurement process.

7. COUNTY REVIEW LIABILITY
   Approval of the Design, Specifications, Cost, Schedule and Estimate ("PS&E") by
   "County" shall not constitute nor be deemed a release of the responsibility and liability of
   "City", its Engineer or its employees, subcontractors, agents and consultants for the
   accuracy and competency of their designs, working drawings, tracings, magnetic media
   and/or computer disks, estimates, specifications, investigations, studies or other
   documents and work; nor shall such approval be deemed to be an assumption of such
   responsibility by the "County" for any defect, error or omission in the designs, working
   drawings, tracings, magnetic media and/or computer disks, estimates, specifications,
   investigations, studies or other documents prepared by City, its Engineer or its
   employees, subcontractors, agents and errors or omissions.

8. NO WAIVER
   No action or failure to act on the part of either party at any time to exercise any rights or
   remedies pursuant to this Agreement shall be a waiver on the part of that party of any of
   its rights or remedies at law or contract.

9. COMPLIANCE WITH LAWS
   The "City" and its Engineer shall comply with all Federal, State and local laws, County
   Commissioners Court orders, statutes, City Ordinances, rules and regulations, and the
   orders and decrees of any courts, or administrative bodies or tribunal in any matter
   affecting the performance of this "Agreement", including, without limitation, worker’s
   compensation laws, minimum and maximum salary and wage statutes and regulations,
   and licensing laws and regulations. When required, the "City" and its Engineer shall
   furnish the "County" with proof of compliance therewith.
10. NON-DISCRIMINATION
As a condition of this "Agreement", the "City" and its engineer shall take all necessary action to ensure that, in connection with any work under this "Agreement", it shall not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical impairment unrelated to experience, qualifications of job performance, either directly, indirectly or through contractual or other arrangements.

11. PROJECT RECORDS AND RIGHTS TO AUDIT
The "City" and its Engineer shall keep, retain and safeguard all records relating to this "Agreement" or work performed hereunder for the period of the life of the "Project" following Project completion, with full access allowed to authorized representatives of the "County" or its designated representatives, to audit such records upon request for purposes of evaluating compliance with provisions of this "Agreement".

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

13. NO JOINT ENTERPRISE
"City" agrees that the "City" is associated with the "County" only for the purpose and to the extent set forth in this "Agreement". "City" is and shall have the sole right to construct, supervise, manage, operate, control and direct the performance of the details incident to its duties under this "Agreement". Nothing contained in this "Agreement" shall be deemed or construed to create a partnership or joint adventure or venture; to create the relationship of an employer-employee or principal-agent; or otherwise create any liability for "County" whatsoever with respect to the indebtedness, liabilities and obligations of "City" or any other party.

14. NO THIRD-PARTY BENEFICIARY ENFORCEMENT
It is expressly understood and agreed that enforcement of the terms and conditions of this "Agreement" and all right of action relating to such enforcement shall be strictly reserved to "City" and "County" and nothing contained in this "Agreement" shall give or allow any claim or right of action whatsoever by any person on this "Agreement". It is the express intention of "City" and the "County" that any other entity other than "City" or the "County" receiving services or benefits under this "Agreement" shall be deemed an incidental beneficiary only.

15. NOTICE
Any notice provided in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered, or three
(3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered addressed as follows:

To County:  
County of Dallas  
Director of Public Works  
Dallas County Administration Building  
411 Elm Street, Fourth Floor  
Dallas, TX  75202-3389  

To City:  
City of Farmers Branch  
City Traffic Engineer  
City Hall Plaza  
13,000 William Dodson Pkwy.  
Farmers Branch, TX  75234  

Either party may change its address for notice by giving the other party notice thereof.

16. ASSIGNMENT  
This “Agreement” may not be assigned or transferred by either party without the prior written consent of the other party.

17. BINDING “AGREEMENT”; AUTHORITY; PARTIES BOUND.  
This “Agreement” has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns. Each person executing this “Agreement” on behalf of each party represents and warrants that he/she has full right and authority to enter into this “Agreement” and each person signing on behalf of a corporation, if any, is authorized to do so.

18. AMENDMENT  
This “Agreement” may not be amended except in a written instrument specifically referring to this “Agreement” and executed by the parties hereto.

19. APPLICABLE LAW; VENUE  
This “Agreement” shall be expressly subject to the sovereign immunity of County, Title 5 of TEXAS CIVIL PRACTICE AND REMEDIES CODE 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. All construction work performed under this “Agreement” shall occur in Dallas County only. Exclusive venue for any legal proceedings shall be in Dallas County, Texas.

20. NUMBER AND GENDER  
Words of any gender used in this “Agreement” shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
21. **EFFECTIVE DATE**  
The Effective Date of this “Agreement” shall be the date it is executed by the parties. References to the date of execution shall mean the Effective Date.

22. **COUNTERPARTS**  
This “Agreement” may be executed in multiple counter parts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

23. **SEVERABILITY**  
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, such invalidity, illegality or unenforceability of this “Agreement” shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this “Agreement”, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT**  
This “Agreement” embodies the complete “Agreement” of the parties, superseding all oral or written previous and contemporary “Agreement”s between the parties and relating to matters in the “Agreement” and, except otherwise provided herein, cannot be modified without written supplemental “Agreement”.

**IN WITNESS WHEREOF,** by their signatures hereon, the County Judge of Dallas, Texas and the City Manager of Farmers Branch represent and warrant that they are duly authorized agents of each entity and have full right and authority to enter into this Agreement.

**EXECUTED THIS ___________ DAY OF _____________________, 2002**

**COUNTY:**  
BY: __________________________  
Margaret Keliher  
County Judge

**RECOMMENDED:**  
BY: __________________________  
Donald R. Holzwarth  
Director, Public Works

**APPROVED AS TO FORM:**  
BY: __________________________  
Janet R. Ferguson*  
Chief, Civil Section

**CITY:**  
BY: __________________________  
Richard Escalante  
City Manager

**APPROVED AS TO FORM:**  
BY: __________________________  
Cindee Peters  
City Secretary
*By law, the District Attorneys' Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).
EXHIBIT A

PROJECT SCOPE SUMMARY

The Project includes the deployment of video cameras, enclosures, pan tilt units, controllers, cable connectors, power supplies, mounting hardware, communications devices, modulating, switching, monitoring and control equipment necessary to provide color video images from new camera installations to be viewed by City of Farmers Branch staff at the Traffic Operations Center (TOC) and at the Emergency Dispatch Center. It also includes video/computers, monitors, recorders, switching and control equipment for the TOC and equipment and mounting hardware to mount the equipment. It includes computers, computer software and field hardware (pagers, interfaces, etc.) for school zone beacon control. It includes motorist information signs and communications interfaces/infrastructure, spread spectrum radio receivers, traffic signal system software upgrade, wireless video image origination and transmission infrastructure and additional CATV/fiber connections with the possible upgrade of CATV RF modulators to fiber optic modulation systems. It may be necessary to install a limited number of additional CATV cable drops to accommodate the new camera sites. If project funds permit, additional machine vision systems may be procured and installed.

Project components will include:

- Upgrade video hardware at 6 existing camera sites
  Install new hardware for up to 7 additional camera sites
  Install up to 12 motorist information displays
  Install a machine vision video detection system at 1 location
  Install wireless video communications system
  Install wireless traffic signal data communication system
  Install wireless school zone beacon control system
  Install a connection between the TOC and TxDOT's District 18 wide area network and upgrade TOC Automatic Travel Time Monitoring System (ATMS) hardware, video monitors, recorder switches, control equipment computers and shelving
  Implement an arterial travel time monitoring system

- Administration and consultant assistance

Each component will progress independently. For each component, the following steps will be followed:

  • Design/Specification development
    Procurement
    Installation
    Operation

Evaluation of traffic effects is an on-going, continuous part of the operations.

Types of equipment being developed and/or purchased through this project:
This project will expand the scope of the City of Farmers Branch TOC and it supports regional and Dallas County effort of Cities and TxDOT to provide enhanced traffic management capabilities along thoroughfares commonly used by motorists as diversion routes during freeway incidents.

The project will provide funding for increased video monitoring via deployment of additional CATV pan, tilt and zoom traffic monitoring cameras. It will provide added motorist communication by deployment of additional dynamic motorist information display signs. It provides for upgraded communications between traffic signals and the City’s TOC. The project will provide for connecting the City of Farmers Branch TOC to the Texas Department of Transportation Freeway Management Operations Center according to the Dallas ITS Plan.

The project will also provide funding for implementation of an ATMS along the freeways thoroughfares via two-way radio technology and by using the Internet. An upgrade of the City’s traffic signal system software and ATMS hardware is included. Communications equipment will be installed that will connect/upgrade current connections for all traffic signals and school flashers to the City TOC. Dynamic lane control systems will be deployed to implement dual left turn operation at selected signalized intersections during traffic diversions. The project will provide for updated signal timing plans, including incident related plans, for diversion routes. These items and equipment will be procured with project funds.

**Existing equipment that will be interfaced with the new system elements:**

The City has an existing distributed traffic signal control system which includes a communications network using a combination of topologies including traditional telephony with dial up modems, city owned twisted pair copper wire (telephone wire for signal interconnect), and CATV coaxial cable for data and video (via AT&T Cable Services). A majority of the field traffic signal controllers communicate to the TOC at 1200 baud.

The signal communications system is used for communicating traffic signal controller status information and vehicle-system-detector data from detector locations throughout the City of Farmers Branch to the TOC. It also provides for uploading and down loading of traffic signal timing plans. **It provides the capability to implement pre-defined timing plans during traffic incidents.**

The City plans to upgrade traffic signal communications system equipment to provide for more reliable data communications.

The City has installed bases of 36 school zone beacons, which are controlled by individual time clocks. The time clock must be programmed manually in the field, and they have limited capability. The City plans to implement a computer wireless/pager style school zone beacon control system to provide a more flexible system, which will be integrated into the City TOC. This will allow quick programming changes in response to incidents, requests from the schools, etc. and it will be consistent with current technology.
RESOLUTION NO. 2002-138

A RESOLUTION APPROVING AN AGREEMENT WITH DALLAS COUNTY FOR THE IH35E CORRIDOR MONITORING PROJECT.

WHEREAS, the IH35E Corridor Monitoring Project is intended to improve the monitoring and control of traffic in Farmers Branch; and

WHEREAS, the City Council adopted Resolution No. 2001-124 approving an agreement with the Texas Department of Transportation providing for partial State funding of the IH35E Corridor Monitoring Project; and

WHEREAS, Dallas County has developed a proposed agreement providing for additional funding for the IH35E Corridor Monitoring Project; and

WHEREAS, the proposed agreement provides for County reimbursement to the City of Farmers Branch of a portion of the eligible city labor and equipment costs for the project in the amount of $110,830; and

WHEREAS, the project is included in the DART Local Assistance Program Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

SECTION 1. The City Council hereby approves the Agreement with Dallas County for the IH35E Corridor Monitoring Project (as shown in Exhibit “A”).

SECTION 3. The City Manager is authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, this 16TH DAY OF DECEMBER 2002.

ATTEST:

Cindee Peters, City Secretary

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bob Phelps, Mayor
## Exhibit C, Cost Estimate

### IH 35E & IH 35E Corridor Video & Communications (FBR 0001)

**Control:** 918-45-555 & 918-45-556  
**MPO #** 11C59  
**CMAQ Project City of Farmers Branch, Dallas County**

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RESOLUTION NO. 2001-124

A RESOLUTION APPROVING THE CONGESTION MITIGATION AIR QUALITY IMPROVEMENT AGREEMENT FOR THE FURNISHING AND INSTALLATION OF TRAFFIC SIGNALS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND REPEALING RESOLUTION NO. 2001-086 IN ITS ENTIRETY.

WHEREAS, the IH35E Corridor Monitoring Project is intended to improve the monitoring and control of traffic in Farmers Branch; and

WHEREAS, the City Council adopted Resolution No. 2001-086 approving an agreement with the Texas Department of Transportation providing for partial State funding of the IH35E Corridor Monitoring Project; and

WHEREAS, the Texas Department of Transportation has revised the proposed agreement; and

WHEREAS, the proposed agreement provides for State reimbursement to the City of Farmers Branch of a portion of the eligible city labor and equipment costs for the project in the amount of $263,462; and

WHEREAS, all other terms of the agreement remain unchanged; and

WHEREAS, the project is included in the DART Local Assistance Program Budget in the total amount of $555,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

SECTION 1. Resolution No. 2001-086 is hereby repealed in its entirety.

SECTION 2. The City Council hereby approves the Congestion Mitigation and Air Quality Improvement Agreement for the Furnishing and Installing of Traffic Signals with the Texas Department of Transportation (as shown in Exhibit “A”).

SECTION 3. The City Manager is authorized to execute the agreement on behalf of the City.


ATTEST:
Cindee Peters, City Secretary

APPROVED:
Bob Phelps, Mayor

APPROVED AS TO FORM:
City Attorney
January 28, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardy
Budget & Policy Analyst II

SUBJECT: Special Response Team Officer Upgrade

BACKGROUND
During FY93 the Special Response Team (SRT) began operating in the jails. SRT is a highly specialized unit of deputies and detention service officers that are trained to respond to emergency situations and special assignments in the jails. Situations such as hostage rescues, riot control and transport of high-risk prisoners are performed by SRT Officers.

During the FY2003 budget process, the Sheriff’s Office submitted a request to upgrade a Deputy I (SRT Coordinator) position to a Sergeant position. The purpose of this briefing is to provide Commissioners Court a recommendation concerning this request.

OPERATIONAL IMPACT
Since the position was created in 1996, there have been problems associated with a Deputy I serving in a leadership role, including turnover, supervision of peers and a lack of training or experience necessary for this specialized position. As a result, the Detention Administration Division has been unable to fill the SRT Deputy I position for over 4 years. During this period, the Sheriff’s Office has been using a Sergeant in the jails to manage the SRT program. During a review of this request, the Office of Budget and Evaluation determined that the Sergeant coordinating the SRT program is in a Sergeant position that should have been deleted once the conversion of Sergeants to Detention Service Officers was completed in the jails.
FINANCIAL IMPACT
Deletion of a Deputy I SRT Coordinator position in the Detention Administration Division would result in savings of $44,219, including benefits. Adding one Sergeant SRT Coordinator position to the Detention Administration Division would cost the County $54,437. In addition, deleting the Sergeant position in the North Tower Jail will result in savings of $54,437. The net change is a savings of $44,219. However, since the position has been vacant the budgeted funds have not been spent.

RECOMMENDATION
The Office of Budget and Evaluation recommends that the Deputy I SRT position (Position Number 1457) authorized in the Detention Administration Division be deleted and the Sergeant in position number 1998 be transferred to the Detention Administration Division to coordinate the SRT program from North Tower.
February 4, 2003

To: Commissioners Court

From: Dan Savage, Assistant Administrator

Subject: Plaza/Parking Garage Design Contract

Background
On September 12, 2002, fourteen Statements of Qualifications were received from design teams interested in working on the plaza/parking garage project. During the evaluation process a total of seven firms were interviewed by staff. The highest ranked firm was the Jacobs team. On December 10, 2002, the Commissioners Court was briefed on the evaluation committee's recommendation. The Court accepted the recommendation and authorized staff to negotiate a scope of work and a design fee. Attached is a detailed proposal from Mark Goode, Project Director for Jacobs, outlining the proposed scope of work and design.

Feasibility Phase

The project involves two major components. (1) the construction of another underground parking garage on the Founders Plaza block and (2) the redevelopment of the two plaza blocks. Several significant questions need to be addressed prior to beginning the detail design work. First, is it feasible to move the JFK Memorial from an engineering and/or economic perspective? (Note, that this does not address the political considerations in moving the memorial). Second, the sizing of the proposed garage and the economic feasibility need to be confirmed. It may make sense to build a smaller three-level garage rather than a four-level garage. Third, the closing or narrowing of Main Street creates new opportunities for the plaza redevelopment. The technical merits of closing or narrowing Main Street need to be validated and reviewed with City of Dallas before the detailed plaza design work is started. Additional technical information such as data regarding underground utilities, survey data, and soil conditions, is needed before the detailed design begins. If all of the components listed are included in the feasibility phase (Attachment A) of the fee proposal, the maximum cost of this work is $181,641.
Garage Design Components
The costs of building the garage depend in part on whether it is a three-level or four-level garage. The three-level garage will hold about 460 cars, while the four-level garage will hold 630. The smaller garage may be adequate for the Dallas County's needs for the foreseeable future, but the larger garage may be desirable if we can partner with some of the surrounding property owners. The civil design services cover areas of design work beyond the basic garage. This work will be required regardless of which garage option is chosen. The other menu items are options. A pedestrian tunnel under Elm Street might make the proposed garage more attractive to those who visit the West End. This may be an option that could be considered at a later date provided the basic garage design takes this into consideration as a future possibility. The other items will allow us to incorporate technology into the proposed garage to make it function in a more user friendly and secure manner. The maximum cost of all if the items in Attachment B are selected is $1,192,664.

Plaza Design Scope of Services
The plaza design work scope of services cannot be completely defined until certain studies are completed and certain decisions are made. Issues relating to the moving of the JFK Memorial and the closing or narrowing of Main Street will be addressed in the feasibility phase. Once that work is completed the framework for the conceptual design of the plaza blocks can be set. The programming and conceptual design work will involve gathering input from County officials, staff and various stakeholders identified by the County. This will be followed by a multi-day charette which will be used to educate participants in plaza design concepts and issues as well as build a consensus on the conceptual design options to be considered. Following that the design team will prepare several concept design options and preliminary cost estimates. The fee for this conceptual design work will vary depending on the outcome of the feasibility phase work. It will not exceed $165,000, plus an allowance of up to $10,000 for reimbursable expenses. This is set forth in Attachment C.

At the conclusion of the plaza concept design work, the County will be in a position to define the detailed scope of work for the plaza blocks redevelopment. At that point, staff will ask Jacobs to provide a fee proposal for the detailed design work for the plaza based upon an agreed set of work elements. The plaza planning matrix shows some of the options that may be considered.

Financial Impact
The basic budget for this work has not been included in the Major Capital Improvement Program. The planning figures that have been used in discussions related to this project have been $11,000,000 for the underground parking garage and $3,000,000 for the plaza redevelopment. The parking garage can and should be financed with parking garage revenues. The recently revised City Center Tax Increment Financing budget included an allocation of $3,000,000 for the plaza redevelopment. The $3,000,000 budget for the plaza redevelopment
Main Street is closed. It may also be a low number depending upon how elaborate the various plaza amenities are. In my conversation with the Jacobs team, they have broached the possibility of private fundraising to supplement the plaza redevelopment budget.

**Operational Impact**
This project will have a significant impact on Dallas County’s downtown campus operations. The Founders Plaza block will be totally excavated during the parking garage construction. That will restrict access to the east side of the Records Building. It will also disrupt pedestrian traffic around the Records Complex. The plaza redevelopment work will also disrupt pedestrian traffic.

The project offers the opportunity to create a more attractive plaza environment. This will hopefully spur development of the surrounding properties. It may also be possible to partner with some of the surrounding property owners including Dallas Community College District to provide parking opportunities in the new parking garage.

**M/WBE**
Attached are the M/WBE documents relating to the Jacobs response to SOQ 2002-154-1198 (Plaza Redevelopment/Underground Parking Garage).

**Legal**
Staff is working with the Jacobs team to complete the scope of work, fee proposal and contract documents. These will be submitted to the Civil District Attorney’s office for review.

**Recommendation**
Staff recommends that the fee proposal from Jacobs Engineering be accepted as presented, but that the County retains the option of selecting various tasks and issues work orders for those tasks at the appropriate time after certain reports are prepared and certain decisions are made by the Commissioners Court. This approach will allow the County to make certain adjustments to the scope of work at a later time or times when it is beneficial to the County.

Staff also recommends that both a Stakeholder Committee and a Steering Committee be setup to work with the Jacobs team. The Stakeholders Committee could include County officials, representatives from surrounding property owners, the City of Dallas, DART, the Central Dallas Association, the West End Association, the Old Red Foundation and others that the Commissioners Court deems appropriate to include in the design process. This committee should serve to provide input into the design process. A similar committee was setup on an ad hoc basis several years ago. A Steering Committee comprised of several members of the Commissioners Court, perhaps a City Council member, and one of two key stakeholders could oversee the project and provide guidance and make recommendations to the Commissioners Court. If the Court concurs, I will
make recommendations to the Commissioners Court. If the Court concurs, I will prepare a briefing on the creation of these two committees for future consideration. These two committees will help the Jacob team, especially in the plaza design work.

Finally, staff recommends that it be authorized to work with the County Treasurer, Budget Office, County Auditor and Financial Advisor to take the necessary steps to provide bond financing for garage portion of the project.

Recommended by

[Signature]

Dan Savage, Assistant Administrator for Operations

Cc: Allen Clemson

Attachments
January 21, 2003

Mr. Dan Savage  
Assistant Administrator  
County Administration Building  
411 Elm Street, 3rd Floor  
Dallas, Texas 75202-3301

RE:   Dallas County  
      Plaza Redevelopment and Underground Parking Garage  
      Fee Proposal

Dear Dan:

We are pleased to submit to you our fee proposal for providing Architectural and Engineering Design Services for Dallas County’s Plaza Redevelopment and Underground Parking Garage Project. We are excited about becoming your partner and look forward to providing you exemplary service that meets and even exceeds your expectations.

Attached you will find an itemized discussion of our understanding of the project scope, our proposed delivery methods, our fee requirements, a project schedule and a rough order of magnitude construction cost estimate for the parking garage and tunnels. We understand that at the conclusion of the Plaza Design Concept Phase, we will submit a request for design and construction phase services for the plaza based on the County’s approved concept and budget. At that time, we will also submit a proposal to provide project management services during construction as you have requested.

We plan to utilize the design services of Basye and Associates for electrical engineering and the Lopez Garcia Group for mechanical, plumbing and fire protection engineering. These MBE firms are sharing approximately 19% of the basic A/E design services fee for the underground parking garage. We also plan on expanding their services when the final plaza design is determined.

We are looking forward to beginning this project with you. If you have any questions regarding our proposal, please do not hesitate to call.

Sincerely,

JACOBS FACILITIES INC.

Mark G. Goode, III, PE  
Project Director

Attachments

c:  Brent Byers, FAIA, David J. White III, PE, Chappell Jordan, Central File  
A Subsidiary of Jacobs Engineering Group Inc.
Moving JFK Memorial $18,576

Our fee for investigating the possibility of moving the JFK Memorial assumes that the County will provide existing construction drawings for the monument. We will evaluate the condition of the monument and the technical feasibility of disassembling and reassembling the monument elsewhere. We will provide a conceptual estimate of the cost to disassemble and reassemble the monument. Our findings and recommendations will be presented in a technical memorandum. Our scope under this investigation does not include investigating the political implications of moving the monument nor does it include investigating alternate locations for the monument.

Validation of DeShazo Feasibility Study $24,966
Parking Counts required for Validation of DeShazo Study $10,000

Our scope for the validation of the DeShazo Feasibility Study includes meeting with the County to revisit assumptions and determine critical issues. We will evaluate the parking demand based on existing and proposed uses served by the garage. We will work with the Central Dallas Association to confirm the parking supply in the study area (bounded by Trinity Railway Express, Reunion Boulevard, Wood Street, Lamar Street and Ross Avenue). We have itemized separately the cost for collecting parking counts within the study area and recommend that rather than relying on the counts presented in the DeShazo study, the County include in our services the verification of these numbers by performing independent parking counts. We believe that this task will allow us to evaluate the study more thoroughly and accurately. Based on these counts and new development scenarios, we will check the revenue potential for various garage schemes, and we will present our findings and recommendations in a technical memorandum.

Main Street Study $29,844

This study will evaluate the impact of closing and/or narrowing Main Street to the existing traffic patterns in the influence area. We will meet with the City and County to determine the study requirements. We will research existing traffic data that is available and take traffic counts in the influence area (bounded by Trinity Railway Express, Commerce Street, Lamar Street and Elm Street). We will anticipate future traffic demands and analyze traffic impacts related to closing Main Street and narrowing Main Street. Our findings will be presented to the County in a technical memorandum.

Identify Review Agencies (Allowance) $6,000

As a part of this fee, we will research the reach and authority of agencies that may have an interest in this project. We will evaluate the potential impact that each agency will have on the project, and we will prepare a written technical memorandum that will summarize our findings.
Boundary Survey Provided by County

We have assumed that the County will provide a boundary survey in AutoCAD format to be used by the surveyor as a background for their topographic survey and subsurface utility survey.

Topographic Survey $6040

We plan to use SAM, Inc. to provide the topographic survey. This fee includes a topographic survey between the face of the Records Building and Old Red to the west, the east back-of-sidewalk on Market Street, the south back-of-sidewalk on Commerce, and the north back-of-sidewalk on Elm. The fee is based on working at night during non-peak hours. The fee also assumes that there are existing monuments for horizontal and vertical control that are in good condition. Necessary permits and standard traffic control measures required to perform the survey within the City's right-of-way will be obtained as a part of this fee. The survey will identify and locate all visible improvements and provide one-foot contours.

Subsurface Utility Survey (Levels D through A) $58,500

We plan to use SAM, Inc. to provide the subsurface utility survey for this project. This fee includes a Level D Survey, which collects existing utility information (as-builts) from utility providers, the City, the County and other agency suppliers within the area of investigation. The fee also includes a Level C survey, which field locates and obtains accurate horizontal positions of all the visible utility surface features. A Level B Survey is also included. This survey utilizes geophysical prospecting techniques to determine approximate horizontal location of utilities. The Level D through B Surveys will be provided over the site identified above under the extent of the topographic survey. In addition to the Levels D through B surveys, we have included a Level A Survey, which determines the vertical location of utilities at specific locations by drilling test holes. For the purpose of this fee development, we have assumed a total of 10 test holes.

Geotechnical Study $15,015

Although a preliminary geotechnical investigation was performed by Rone Engineers for the County, there is still some significant geotechnical information that is needed. We plan to use Terra-Mar, Inc. to provide final geotechnical analysis and recommendations. We believe that through additional investigation the allowable drilled pier bearing values may be able to be increased and thus decrease the construction cost for the foundations. We plan to drill four additional borings, perform additional laboratory tests and prepare a final recommendation report.
ATTACHMENT A
FEASIBILITY PHASE – CONTINUED

Archeological Survey (Allowance) $6,000

The archeological survey consists of an allowance for researching surrounding construction projects to determine the likelihood of encountering historic artifacts such as Indian remains. We do not consider building material from the turn-of-the-century to be of significance.

Phase 1 Environmental Site Assessment $6,700

The Phase 1 Environmental Site Assessment includes research of past property records to determine whether the past owners were likely to have used or left hazardous material onsite that will have to be remediated as a part of this project.
Basic Garage Scope

We propose the basic design scope to consist of either a three-level or a four-level underground parking garage that is approximately 250’ long in the east-west direction and 180’ wide in the north-south direction that is located within the existing Founders’ Square block bound by Elm, Market, Main and the Records Building. We estimate that the garage will have approximately 460 cars for the three-level garage and 630 cars for the four-level garage.

There will be two vehicular and pedestrian tunnels that will connect the new garage to the existing garage at locations that are sensible with respect to the vehicular and pedestrian circulation and depths that have the least impact to existing utilities in the street.

The scope will also include new ingress and egress ramps into and out of the new garage.

The garage will be covered by a permanent roof and a “temporary” plaza. In order to allow for maximum flexibility of design for the plaza and the possibility that the final “permanent” design of the plaza will be delayed while stakeholder consensus is gathered, we propose that the basic services include a “temporary” plaza that will suffice should the plaza design be significantly delayed. This plaza will consist of a simple grass plaza with minimal fill and minimal perimeter sidewalks and plantings. The roof structure will be capable of supporting a wide variety of plaza designs as defined during the Plaza Programming and Concept Design Phase below. Should the programming and plaza design proceed in such a fashion that the “permanent” plaza solution could be started within an acceptable period after the garage is completed, the uncompleted design efforts for the “temporary plaza” will be deducted from the additional fee estimate that will be developed to provide the design services for the “permanent” plaza.

Concept Design for the Garage

During this phase, we will present in concept plan and sketch form two basic circulation patterns (an east-west parking orientation and north-south parking orientation). We will also explore along with these plans possible tunnel locations, ingress and egress ramp solutions, and elevator, stair and air intake shaft locations. This concept design effort will be closely coordinated with the programming and concept design efforts for the plaza.

Basic A/E Services for a Four-Level Garage

Basic A/E Services for a Three-Level Garage

We propose to provide these design services using a two-step design process consisting of an enhanced Schematic Design Phase during which all of the “issues” are identified and solved, the parking layout and circulation is finalized and the overall quality level is determined. This phase will be followed by the Construction Documents Phase with a 50% on-board review and a final 95% review. Bidding and Basic Construction Administration Services are also included in this portion of the fee.
ATTACHMENT B
GARAGE COMPONENTS – CONTINUED

Civil Design Services for the Garage/Temporary Plaza $134,400

Our Civil design services include the necessary modifications to the surrounding streets, curbs and sidewalks, grading, utility connections and relocations as necessary for the vehicular tunnels, and signal and striping modifications. These services will occur concurrently with the Basic A/E Services for the garage.

Pedestrian Tunnel Under Elm $71,500

We understand that the County would like to investigate an underground pedestrian tunnel that will be located under Elm Street. These design services, should the County elect to proceed with them, will be provided concurrently with the Basic A/E Services for the garage.

Toll Tag Revenue System $5,500

This fee covers integration of the access and revenue system into a toll tag system such as the Pegasus system. The fee covers the design, drawings and equipment specification necessary for this type of system. These design services, should the County elect to proceed with them, will be provided concurrently with the Basic A/E Services for the garage.

Smart Garage with Variable Message Signage Design $51,164
Initial Study (included in above fee) $7,800

In order to assist the parkers in locating the nearest parking stalls and to ease traffic congestion in and between the two garages, a vehicle counter system linked to variable message signs can be installed. A system such as this one would be ideal in a garage where there is only crossover linkage at one level. Counters and signs would be required in both the existing and new parking garages. As a part of the initial study, we would investigate the various options and present cost implications. The remainder of the total fee (less the study) would complete the necessary design, drawings, and specifications should the County desire implementation of such a system. These services will occur concurrently with the Basic A/E Services for the garage.

CCTV Design $17,600

The County may want to consider designing a CCTV system as a part of this project even if the system is not installed at this time. Providing this design now allows for the necessary rough-in conduit to be installed now rather than be retrofitted later using unsightly exposed conduits. Our fee includes designing the complete CCTV system and integrating it with an existing monitoring system. These services will occur concurrently with the Basic A/E Services for the garage.
Public Address System $5,500

The County may also want to consider adding a public address system in the garage. As a part of this scope, we will design a system that is integrated with the fire alarm system and that will allow the County to broadcast non-emergency announcements within the garage. These services will occur concurrently with the Basic A/E Services for the garage.

Condition Assessment Walk-Through $37,000

As a part of this task we will conduct a visual walk-through of the existing garage under the JFK Memorial and submit a report containing recommendations for improvements. Our walk-through and report will focus on new code-related requirements, lighting, security, and striping improvements, and general structural condition assessment. We have not included an extensive structural assessment involving sounding of concrete or other destructive or non-destructive testing of the structure.

Assumptions and Exclusions

We have assumed that the existing Records Building is supported on deep foundations and that an underpinning system will not be required for the garage. We also assume that the County has construction drawings of the Records Building that are available for use by our design team.

We have included in our fee all direct costs such as postage, printing, and mileage with the exception of printing drawings and specifications that are for the County's review and use, the contractors' use during bidding, and the contractors' use after bidding. We expect that the County will handle this cost through their selected printing company.
ATTACHMENT C
PLAZA DESIGN SCOPE OF SERVICES

Plaza Programming and Concept Design

We propose to provide the County programming and concept design services for the development of a new plaza(s). The plaza study area is bounded by Elm on the north, Commerce on the south, Market on the east and the Records Building and Old Red on the west. We will begin this phase at the completion of the Feasibility Phase.

The first task under this phase will be to gather input from Dallas County staff, the Dallas County Steering Committee for this project, and other stakeholders as identified by the County. We will meet with Dallas County staff to discuss their functional and maintenance concerns and will meet with the Steering Committee to discuss their plaza aesthetic expectations as well as the relationship of the plaza to surrounding areas. Prior to meeting with the other County recognized stakeholders, we will develop a standard questionnaire with the approval of the County that we will use to guide our discussions with these other stakeholders. At the conclusion of the input gathering, we will deliver to the County a report outlining our findings. (We do not plan to use The Office of Dan Kiley as a part of this information gathering process.)

Our second task will be to prepare for and lead a multi-day design charette attended by the Steering Committee as well as the other County approved stakeholders. The charette will begin with an "educational" process led by The Office of Dan Kiley that will focus on world-renowned plaza designs as well as different water feature options. After this educational process step, we will conduct an intensely concentrated workshop focused on addressing the key parameters and concerns of all parties relative to the plaza design. The goal of this session will be to develop consensus regarding initial concept options for the plaza. During this process, we will address the linkages of this plaza to adjacent areas including the West End, Dealey Plaza, adjacent property owners, and the Market and Main Street corridors. We will also consider and present options that include the consideration of moving the JFK Memorial (assuming white paper results are positive) both on and off-site as well as integrating the Memorial into a redeveloped plaza in its current location. Our concepts will also include options that consider the closing of Main Street (assuming white paper results are positive) as well as options that narrow Main Street or leave the right-of-way unchanged. At the end of this task we will deliver a report that documents the process and includes preliminary plaza concepts discussed. The Office of Dan Kiley will be a key player throughout this charette process.

After meeting with the Dallas County Steering Committee to address their thoughts about these plaza concepts, we will finalize two or three plaza concept designs and prepare preliminary cost estimates for each. Our concept plans will include phasing options that will allow the County to meet current budgetary limitations while funding is raised for the final build-out. We will submit three copies of our concept drawings and report to the County for their review.
Reduced Plaza Concept Design $102,500

If at the end of the Feasibility Phase it is determined that the JFK Memorial cannot be moved, or that Main Street cannot be closed, and the County wants to proceed with a plaza located only over the new underground garage, we will provide the County similar services as described above; however, we anticipate the level of effort with respect to gathering input and conducting the charette process will be significantly less involved, resulting in lower design fees.

Allowance for Reimbursable Direct Costs for Plaza Programming $10,000

We propose that the direct costs associated with The Office of Dan Kiley’s travel from Vermont to Dallas be a reimbursable cost. This amount assumes ten (10) person-trips to cover airfare, car rental, hotel, meals, and other miscellaneous travel related expenditures. If additional trips are required or desired by the County, we will request an addition to this amount in writing and will not authorize such trips without the County’s written consent.

Political Interface TBD

Fund Raising/Financing Options TBD

A/E Basic Services for Plaza Design TBD

At the completion of the Plaza Programming and Concept Design Phases, the scope of our design services will have been finalized. At that time, we will submit to the County a proposal to complete the basic A/E services to complete the design and construction phases for the final concept approved by the County.
### APPENDIX D
### PROJECT SCHEDULE

<table>
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<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
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## Rough Order of Magnitude Construction Cost Estimate

(Underground Garage and Tunnels Only; Plaza Redevelopment Costs are not included.)

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<thead>
<tr>
<th></th>
<th>4 Level</th>
<th>3 Level</th>
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<tr>
<td><strong>Garage (8.5' x 18' stalls)</strong></td>
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<tr>
<td>Garage Width</td>
<td>182 ft</td>
<td>182 ft</td>
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<tr>
<td>Garage Length</td>
<td>271 ft</td>
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<tr>
<td>Foot Print</td>
<td>49,322 sf</td>
<td>49,322 sf</td>
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<td>Levels</td>
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<tr>
<td>Ramp Area</td>
<td>11,407 sf</td>
<td>11,407 sf</td>
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<tr>
<td>Total Garage Area</td>
<td>185,881 sf</td>
<td>136,559 sf</td>
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<tr>
<td>Roof Area</td>
<td>49,322 sf</td>
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<td>Total Const Area</td>
<td>235,203 sf</td>
<td>185,881 sf</td>
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<tr>
<td>Total Cars per Level</td>
<td>176</td>
<td>176</td>
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<td>Cars on ramp</td>
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<td>End bay addition</td>
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<td>Maximum Total Cars</td>
<td>672</td>
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<td>Stalls lost for stairs</td>
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<td>Stalls lost for handicap spaces</td>
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<td>Stalls lost at tunnel &amp; entry</td>
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<td>16</td>
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<tr>
<td><strong>Approximate Total Cars</strong></td>
<td>630</td>
<td>460</td>
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<td><strong>Efficiency</strong></td>
<td>295</td>
<td>297</td>
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|                      |         |         |
| **Garage Construction Cost** | $11,506,183 | $9,093,340 |
| **Cost per Car**        | $18,264 | $19,768 |

| **Tunnels**            |         |         |
| Tunnel Width           | 30      | 30 ft   |
| Tunnel Length          | 92      | 92 ft   |
| Tunnel Area            | 2,760   | 2,760 sf |
| Number of Tunnels      | 2       | 2       |
| Total Area             | 5,520   | 5,520 sf |

| **Unit Cost**           | $ 97.84 | $ 97.84 per sf |
| **Tunnel Cost**         | $ 540,079 | $ 540,079 |

<p>| <strong>Total Construction Cost</strong> (without plaza) | $12,046,262 | $9,633,419 |</p>
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<th>Kennedy Memorial Moves</th>
<th>Main Street Remains Same</th>
<th>Main Street Narrowed</th>
<th>Founders Plaza Replace in Kind or Similar Level of Design</th>
<th>Founders Plaza Alternative 2</th>
<th>Founders Plaza Alternative 3</th>
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DALLAS COUNTY
COMMISSIONERS COURT
Minority Business Office

DATE: September 20, 2002
TO: J. Allen Clemson, Court Administrator
FROM: Irvis Hicks, Coordinator - Minority Affairs
SUBJECT: M/WBE Review of SOQ# 2002-154-1198 (Plaza Redevelopment/Underground Parking Garage) (Management Summary)

The following is a synopsis of the subject narrative:

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<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>EEO1 Docs (T)</th>
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<td>Laguarda Law Architects, LLC</td>
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<td>HKS, Inc.</td>
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<td>Johnson/Mckibbon Architects, Inc.</td>
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<td>GSR Andrade Architects, Inc.</td>
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<td>Work Place USA</td>
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<td>The Projects Group</td>
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<td>BOKA Powell, L.L.C.</td>
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<td>Jacobs Facilities, Inc.</td>
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</table>

cc: Commissioners Court ( thru J. Allen Clemson)
Linda Bolen
file: Minority/status/2002-154.doc

509 Main Street Suite 613 Dallas, Texas 75202
MINORITY/WOMEN BUSINESS SPECIFICATIONS
FOR BIDS/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS Each firm responding to this solicitation shall be required to submit with their bid information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

☑ 1. Compliance with Dallas County's Good Faith Effort Policy.
☑ 2. MBE/WBE Participation Report Form.
☑ 3. A Letter of Assurance A or a Letter of Assurance B.
☑ 4. MBE/WBE Identification.
☑ 5. Vendor Statistical Report (must also be submitted on subcontractors with 20% or more of the work).
☑ 6. Dallas County M/WBE Payment Report.

Note
In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an MWBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.
1. GOOD FAITH EFFORT

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

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

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.

2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.

3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).

4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.

5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.

6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: Mark Goode

Printed Name: Mark Goode, PE

Title: Manager of Dallas Office

Date: August 25, 2002
2. MBE/WBE PARTICIPATION REPORT

**PROJECT NUMBER**

Plaza Redevelopment and Underground Parking Garage

**PROJECT TITLE**

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

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

<table>
<thead>
<tr>
<th>Name of MBE/WBE</th>
<th>NCTRCA* Certification #</th>
<th>Phone#</th>
<th>S / M**</th>
<th>Description of Work</th>
<th>Amount</th>
<th>%</th>
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<tr>
<td>Lopez/Garcia</td>
<td></td>
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<td>Bayse Associates, Inc.</td>
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</tr>
</tbody>
</table>

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

No MBE/WBE's Added: Please Explain:__________________________________________________________

__________________________________________________________

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

NAME OF YOUR BUSINESS: Jacobs Facilities, Inc.
ADDRESS: 6688 North Central ExpesswaySuite 400, MB 13Dallas, TX 75206-3914
PHONE#: 214 696-3433

Mark Goode, PE  
Printed Name Of Preparer

Mark Goode, Manager  
Signature

Manager  
Title

9/5/02  
Date
Minority/Women Business Specification

[3.]

LETTERS OF ASSURANCE

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

Jacobs Facilities Inc.  B R A D  S I M M S  vice President, Central Region Mgr.

Name Of Company  Signature  Title (Officer of firm)  Date 9/2/02

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

Or

Letter Of Assurance "B"
The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

[ ] with our own workforces, and submit information sufficient to demonstrate that it is our normal business practice to do so, or

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

Name Of Company  Signature  Title (Officer of firm)  Date

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

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

[4.]

PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

[ ] is, [ ] is not a minority-owned business, NCTRCA* #

Women Business Enterprise (WBE) - The bidder/proposer represents that it:

[ ] is, [ ] is not a women-owned business, NCTRCA* #

*NCTRCA = North Central Texas Regional Certification (must be certified, by)
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<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
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<tr>
<td><strong>TOTAL</strong></td>
<td>2510</td>
<td>318</td>
<td>172</td>
<td>-</td>
<td>135</td>
<td>-</td>
<td>22</td>
</tr>
</tbody>
</table>
February 4, 2003

MISCELLANEOUS

1) COUNTY CRIMINAL COURT NO. 10 - requests approval for reduce cost parking at the juror rate of $3 per day at the Frank Crowley Courts Building Parking Garage for intern Ceece Silva for the month of July, 2003.

TRAVEL REQUESTS

2) CONSTABLE, PRECINCT 2- requests approval for J.D. Casstevens, Robert Suits, V.T. Griffin, Donald Grisham, and Jerry Pittman to attend a Mandated Civil Process School in Austin, Texas on March 9-12, 2003 in three (3) County vehicles with gas credit cards and no other expense to Dallas County.

3) CONSTABLE, PRECINCT 3 - requests approval for Deputy Dan Welch to attend a Civil Process School in Austin, Texas on March 9-12, 2003 in a County vehicle (Squad CC750) with gas credit cards and no other expense to Dallas County.

4) OFFICE OF MINORITY BUSINESS - requests approval for Irvin Hicks to attend the 19th Annual Quest for Success Luncheon in Dallas, Texas on February 14, 2003: $40 is available in General Fund, Commissioners Court Department, Business Travel Account, FY Budget, 2003, (00120.1020.4010.2003).


6) PURCHASING DEPARTMENT - requests approval for Phillip Vasquez to attend the Bid Evaluation for US Communities, City of Los Angeles and Fairfax County in Los Angeles, CA on February 11-13, 2003 at no cost to Dallas County.

7) INSTITUTE OF FORENSIC SCIENCES - requests approval for:

   a) Joni McClain to attend a Lecture on Mass Disasters and Bioterrorism to DPS School in Austin, Texas on February 13, 2003 at no cost to Dallas County.
b) Sheila Spotswood, Jill Urban, Kathryn Haden, and Joni McClain to attend the American Academy of Forensic Sciences in Chicago on February 17-24, 2003 at no cost to Dallas County.

c) Joni McClain to attend a Lecture on Mass Disasters and Bioterrorism to DPS School in Austin, Texas on May 15, 2003 at no cost to Dallas County.

8) HEALTH & HUMAN SERVICES DEPARTMENT - requests approval for:

a) Betty Gray, Tony Jenkins and Rudy Phillips to receive the required (8) eight hours of continuing education credits in order to maintain designated representative status required by TNRCC and State Law, also to keep abreast of new laws and trends regarding private on-site sewerage facilities in Waco, Texas on February 25-26, 2003: $660 is available in General Fund, Environmental Health Department, Training Fees Account, FY Budget 2003, (00120.5211.02460.2003) and $245 is available in General Fund, Environmental Health Department, Mileage Fees Account, FY Budget 2003, (00120.5211.01080.2003).

b) Scott A. Sawlis to keep abreast of ongoing trends and techniques on ways to prevent and control SLE/WNV outbreaks in Dallas County in El Paso, Texas on March 11-13, 2003: $514 is available in General Fund, Environmental Health Department, Training Fees Account, FY Budget 2003, (00120.5211.02460.2003).

c) Linda Cobb, Helen Heard Williams, Christina Velez, and Roderick Gerald to attend the Excelling as a First-Time Manager or Supervisor Training in Dallas, Texas on March 13, 2003: $896 is available in Grants Fund, Section 8 Department, Training Account, FY Budget 2003 (00466.8001.02460.2003).

d) Thomas Reed to attend the COMPIS, ARIES Representative Data Manager in Oakland, California on March 17-19, 2003: $1,000 is available in Grant Fund, Ryan White Title-2 Department, Workshop Account, FY Budget 2002, (00466.65602.04210.2002). (Revised Travel Request, previously briefed on January 28, 2003).

EXCEPTION TO TRAVEL REQUESTS
UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED
e) Thomas Reed to attend the Scoring of the RFP’s in Austin, Texas on February 20, 2003: $550 is available in Grant Fund, Ryan White Title I Department, Workshop Account, FY Budget 2002, (00466.65504.04210.2002).

### MISCELLANEOUS EQUIPMENT

<table>
<thead>
<tr>
<th>No.</th>
<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
<th>PROPOSED ACTION:</th>
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</thead>
<tbody>
<tr>
<td>(1)</td>
<td>1021</td>
<td>1 - Flat-File Base Unit</td>
<td>$200</td>
<td>Within Budget</td>
<td>00120.1021.02090.2003 (General Fund, Engineering Property less than $5,000, FY2003)</td>
<td>Engineering and Project Management requests authorization to purchase one flat-file base unit to support three 5-drawer flat-files that were approved in the FY03 budget. Originally, the department was to place the three new 5-drawer flat-files on existing flat-files, but it has been determined that the height of the flat-files would be excessive to effectively view drawings. Recommended by the Office of Budget and Evaluation.</td>
</tr>
<tr>
<td>(2)</td>
<td>2010</td>
<td>3 - Video Card</td>
<td>$210</td>
<td>Unlimited Tax Road Bonds Series 2000</td>
<td>00424.000.002093.2000 (Unlimited Tax Road Bonds Series 2000, Computer Hardware less than $5,000, FY2000)</td>
<td>Public Works requests authorization to purchase three video cards to make one Senior Designer and two Designer position’s computer compatible with the ability to access TxDOT files. The capability will allow the Designer’s to gain more productivity from their CAD programs and increase efficiency while working with TxDOT files. Recommended by the Office of Budget and Evaluation.</td>
</tr>
<tr>
<td>(3)</td>
<td>3125</td>
<td>1 - 40 ft. Storage Container</td>
<td>$2,500</td>
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<td>FUNDING SOURCE:</td>
<td>EXPENDITURE SOURCE:</td>
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<td>Within Budget</td>
<td>00120.3125.02090.2003 (General Fund, Fiscal Affairs, Property Less Than $5,000, FY2003)</td>
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**Department:** 3128  
**Sheriff's Office - Bond Division**

<table>
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<tr>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
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</thead>
<tbody>
<tr>
<td>6 - Letter Size File Cabinets (5 Drawer)</td>
<td>$1,660</td>
</tr>
<tr>
<td>2 - Letter Size File Cabinets (2 Drawer)</td>
<td></td>
</tr>
<tr>
<td>1 - Double Pedestal Desk</td>
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</table>

**FUNDING SOURCE:**  
**EXPENDITURE SOURCE:**  
**PROPOSED ACTION:**

The Sheriff's Office seized 8,500 counterfeit purses. By law, the Sheriff's Office is required to store this evidence. Due to the large quantity of evidence seized, the Sheriff's Office is currently utilizing existing storage space as well as a bob-tail truck to store the evidence. The Sheriff's Office will fund $2,500 worth of drug evidence destruction from their Drug Forfeiture Funds to offset the cost of the storage container. Recommended by Office of Budget and Evaluation.

<table>
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<tr>
<th>(4)</th>
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<td>ITEMS:</td>
<td>Sheriff's Office - Bond Division</td>
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</tr>
<tr>
<td>6 - Letter Size File Cabinets (5 Drawer)</td>
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<tr>
<td>1 - Double Pedestal Desk</td>
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</table>

**2003 (General Fund, Bond Division, Property Less Than $5000, FY2003)**

**FUNDING SOURCE:**  
**EXPENDITURE SOURCE:**  
**PROPOSED ACTION:**

The Bond Section is currently using hanging binders to store their records. However, the company that manufactures the binders no longer makes them. As a result, a new filing system needs to be implemented and new file cabinets are necessary. The surface of the desk is chipped and a drawer does not open properly nor does it stay on the runner, so whenever the drawer is opened, it falls out of the desk. Recommended by Records Management and the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>(5)</th>
<th>DEPARTMENT:</th>
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<tr>
<td>ITEMS:</td>
<td>Sheriff's Office - Criminal Investigation Division</td>
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</tr>
<tr>
<td>1 - Chair</td>
<td></td>
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</table>

**FUNDING SOURCE:**  
**EXPENDITURE SOURCE:**  
**PROPOSED ACTION:**

Unallocated Reserves  
00120.3134.02090.2003 (General Fund, Criminal Investigation Division, Property Less Than $5000, FY2003)
PROPOSED ACTION: The Criminal Investigation Division (CID) requests approval to replace an unusable chair in the interrogation room. Recommended by the Office of Budget and Evaluation.

(6) DEPARTMENT: 3133
ITEMS: Sheriff’s Office - Patrol Division
4 - Printers Stands
4 - Electrical Convertors
ESTIMATED COST: $4,400
FUNDING SOURCE: Unallocated Reserves
EXPENDITURE SOURCE: 00120 3133 02090.2003 (General Fund, Patrol Division, Property Less Than $5000, FY2003)
PROPOSED ACTION: The Patrol Division requests approval to purchase four (4) printer stands and four (4) electrical convertors. The printer stands and convertors are needed for commercial vehicle enforcement. The State requires officers to complete a Federal Motor Carrier Inspection. The driver must sign the report and receive a copy. Currently, there is no way to install the printers in the patrol vehicles. If the commercial vehicle enforcement officers do not receive this equipment, the Sheriff’s inspection program will be decertified by the State. Recommended by the Office of Budget and Evaluation.

(7) DEPARTMENT: 3150
ITEMS: Sheriff’s Office - Classification/Release Division
12 - Chairs
1 - Four Shelf Book Case
1 - Desk
1 - Table
ESTIMATED COST: N/A
FUNDING SOURCE: N/A (Surplus Equipment)
EXPENDITURE SOURCE: N/A
PROPOSED ACTION: The Classification/Release Division would like to replace several items of furniture that have exceeded their use with furniture from surplus. Recommended by the Office of Budget and Evaluation.

(8) DEPARTMENT: 4415
ITEMS: 195th Criminal District Court
2 - Desktop Computers
ESTIMATED COST: $2,863
FUNDING SOURCE: 195th CDC, Departmental Discretionary Account
EXPENDITURE SOURCE: 00120.4415.2093.2003 (General Fund, 195th Criminal District Court, Computer Hardware less than $5000, FY2003)

PROPOSED ACTION: The 195th Criminal District Court requests authorization to purchase two (2) desktop computers for use in the court, using the court’s Departmental Discretionary Account funds. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUESTS

IT Services MD-0301045 requests to install a new data-line on the 4th floor of the Administration Bldg to provide network access in the Public Works area. Installation: $66.00; no recurring cost. Recommended.

Sheriff Communications - requests:
MD-0301023 to install a data-line cable in the radio room to provide access to network. Installation: $58.75; no recurring cost. Recommended.

MD-0301024 to relocate a data-line cable in room C-18 from its present location on the north wall to the east wall. Installation: $66.00; no recurring cost. Recommended.

194th District Court M-0301021 requests to upgrade an existing single-line phone with a new multi-line in room C-6. Equipment: $91.90; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

County Clerk M-0301020 requests to install a multi-line phone on the 2nd floor of the Records bldg. Equipment: $55.00; Installation: $66.00, labor covered by contract; no recurring cost. Recommended.

Public Works M-0301019 requests to install a data-line cable and a single-line phone for a new position. Equipment: $36.00; Installation: $99.00, labor covered by contract; no recurring cost. Recommended.

Sheriff - requests:
MD-0301054 to install two data-line cables in room B1003 of the LSJC to provide network access. Equipment: $0.00; Installation: $176.00, labor covered by contract; no recurring cost. Recommended.
M-0301055 to relocate fax line 5002 to room B1003. Equipment: $128.00; Installation; $43.00, labor covered by contract; no recurring cost. **Recommended.**

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.