DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

February 11, 2003

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

   Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**

   Legislative Briefing - Friday, February 14, 2003 @ 9:30 a.m., Commissioners Courtroom
January 24, 2003

To: Texas Conference of Urban Counties
    County Judges, Commissioners, Administrators & IT Directors

From: UC-IJIS Interim Steering Committee
    Honorable Mike Cantrell, Commissioner, Dallas County
    Honorable Phyliss Cole, Commissioner, Collin County
    Honorable Charles Bacarisse, District Clerk, Harris County
    Honorable Mike Heiligenstein, Commissioner, Williamson County
    Judge Jose Pulido, Hidalgo County
    Comm. Glen Whiteley, Tarrant County
    Comm. Tim Brown, Bell County
    Comm. Margaret Gomez, Travis County
    Donald Lee, Executive Director, Urban Counties

Re: Proposal to Develop Requirements and Standards for a Common Integrated Justice System in Texas Counties

The Urban Counties Interim Steering Committee on Integrated Justice Information Systems proposes the enclosed project for consideration by your county. The proposal was developed in anticipation of expenditures this decade by Texas urban counties of more than $150 million on separate integrated justice information systems. This project proposes to coordinate these separate efforts into a unified process that reduces duplication, leverages existing work, increases market power, and provides each participating county with a state-of-the-art integrated justice system at a greatly reduced cost.

The overall effort is separated into independent phases each of which has value to counties without the subsequent phases. This will limit commitment of expenditures to what is imminently feasible and valuable.

The next phase, Phase II, is for the development of a consolidated requirements definition and the development of standards ensuring the easy exchange of information by the county system with State and Federal agencies, local law enforcement agencies, and other counties.
Completion of Phase II will allow participating counties to proceed together with a common system, or would provide each county with a valuable document that would be necessary in order to proceed alone – obtained at significantly less cost than proceeding alone. The attached proposal discusses deliverables in detail.

The project will be complete no later than May 2004. The attached proposal provides a detailed timeline.

The project will be formed by an interlocal agreement between participating counties.

The project will be governed by an independent board composed of a representative of each participating county, appointed by commissioners court, with weighted voting strength based upon financial contribution to the project. The board will meet monthly. Board members will appoint personnel to serve on a Technical Committee that will meet by conference call each week of the project.

The Texas Conference of Urban Counties will act as administrator of the project. The services of an experienced governmental IT consulting firm will be retained to provide staff support to the board and technical committee and project oversight. An RFP will be released for consulting services to produce the project deliverables. The attached proposal provides a detailed work plan.

The total project cost will be between $600,000 and $800,000, spanning this and the next county fiscal years. Actual project costs will be known when the service supplier is selected in May of 2003. Participating counties must commit to pay their share of $680,000 based on population, 60% of which is due immediately, with 40% coming in your next fiscal year. If the project costs will exceed $680,000, then the balance will come in the next fiscal year and will require additional approval from each commissioners court. The attached proposal provides a detailed budget.

To participate in the project your commissioners court must adopt the attached resolution approving the interlocal agreement and appointing a representative to the project. **Your county needs to make this decision no later than March 15, 2003.**

Please contact any of us with questions about this proposal. Further, Donald Lee of the Urban Counties is available to meet with you upon request.
Phase II Proposal by the
IJIS Steering Committee
For the Development of a
Texas Common Integrated Justice System (TCIJS)
January 24, 2003

This proposal has been prepared by the Integrated Justice Information System (IJIS) Steering Committee for presentation to the Texas Conference of Urban Counties. It presents an overview of a proposed project to develop the requirements for a new, common integrated justice system for use by multiple Texas counties. The performance of this project is contingent upon approval of the Board of the Texas Conference of Urban Counties, and obtaining commitment from a minimum number of counties to participate and fund the project.

Background

There are significant pressures being placed on the Justice Information Systems in use by Federal, State and local governments. These pressures have resulted from the post-September 11, 2001 terrorist attacks on the World Trade Center, which caused a major emphasis to be placed on sharing justice information, and ongoing, significant changes in technology. Compounding the problem is that these pressures are being placed on systems that are frequently old, have limited functionality, and lack the flexibility to address new functional or technical requirements.

There is a major movement underway in Texas counties to improve their Justice Information Systems (JIS). The new generation of systems is frequently referred to as Integrated Justice Information Systems (IJIS). This integration occurs at two levels: (1) a comprehensive system architecture that serves the needs of all justice related and law enforcement agencies within a county, and (2) the ability to integrate a county’s justice information with other governments, including other local, State, and Federal agencies. By the single entry of data in a county’s IJIS system, the information is made available to all county agencies as well as to other cities and counties, and the State and Federal government. Similarly, a police officer making a traffic stop could have immediate access to the vehicle registration data, and determine if the driver is wanted in the county, in another city or county, or by State and Federal agencies.

The need for sharing data is not new and counties have performed some level of data sharing for a number of years. This sharing has often occurred through the laborious multiple entry of data into different systems, or through specialized software developed to support the data exchange process. However, there are increasing demands for enhanced levels of data exchange and integration. These demands strain existing systems and processes and often require substantial investments in aging systems built on out-of-date technology platforms.

In the next 5 years a large number of Texas counties will have efforts underway to replace or significantly enhance their existing systems. The Urban Counties have recognized that there are substantial potential benefits to be achieved through the coordination and standardization of these projects. If the counties perform these projects independently, the total cost could easily exceed $200,000,000. This cost can
be reduced dramatically through the coordination of efforts and standardization of the work-products.

The Urban Counties have begun Phase I of the project to achieve coordination of IJIS across Texas counties. This proposal is the result of these Phase I activities. The document presents an approach and estimated cost for performing Phase II.

**Approach and Strategy**

The approach proposed by the IJIS Steering Committee is to coordinate the development of a new Texas Common Integrated Justice System (TCIJS) across multiple counties. A single project would be performed and structured so that all participating counties can use the project output. The first phase includes mobilization activities including the preparation of this proposal for Phase II. Upon approval, Phase II will commence focusing on defining the requirements for TCIJS and preparation of a data dictionary and XML mapping strategy. The third phase, if approved, would include system development and implementation. Detailed information regarding Phase II is presented below.

**Phase II – Requirements Definition and Database Design**

Phase II provides for defining the functional and technical requirements that the TCIJS must address and includes development of a data dictionary for new system. This phase starts with an RFP process for the selection of a vendor to perform the Phase II tasks.

The tasks to be performed in this phase can be divided into two primary activities, vendor selection and requirements definition. The vendor selection related tasks include the following:

- **Develop and Issue a Request for Proposal (RFP)** – A request for proposal will be developed and issued for Phase II – Requirements Definition and Database Design. An inventory of functions to be included in the requirements definition process is provided in Attachment A. The RFP will be issued to a variety of system design and integration companies.

- **Evaluate RFP Responses** – This task encompasses those activities necessary to effectively review the RFP responses. An evaluation committee made up of a cross-section of participating counties, stakeholders representing major functional areas, and technology professionals will perform the evaluation. The process will include oral presentations, reference checks, and potentially a Best and Final Offer (BAFO) process.

- **Contract Negotiation and Execution** – This task encompasses the negotiation of a contract acceptable to both the Urban Counties and the selected vendor.
The Urban Counties has received an unsolicited proposal from a vendor (Noblestar) for the performance of Phase II. Noblestar is currently assisting Harris County with its IJIS project. This proposal has been reviewed in detail. There are currently no other proposals that would enable any type of competitive assessment of its approach, staffing, or cost. It appears to be a time and materials offer with a wide range of total potential costs. We recommend that the Urban Counties competitively procure a vendor for Phase II and will encourage Noblestar to propose. An alternative would be to approve the current Noblestar proposal.

The selected vendor will perform the second major activity of this phase, that of defining requirements and preparing a high level conceptual design for the new TCIJS. The tasks to be performed by the vendor include:

- Development of a Comprehensive Inventory of Requirements – identifying those that are common across all participating counties, and those that are deemed “county specific”, that is, the requirement only exists for one of the participating counties. The contractor should carefully review requirements related documents already prepared by counties. Harris County and Collin County have made substantial progress in this area and the requirements they have prepared will be used as the starting point in this effort. The Rational tools will be used to document the requirements.

- Preparation of a TCIJS Data Dictionary – identification and definition of data elements that are common to TCIJS (statewide and county specific). The data definition tasks should be coordinated with the efforts being undertaken by the Texas Criminal Justice Information Users' Group (TCJIUG) and any other Texas state or federal agency working on defining data standards. The preparation of a glossary of terms should also be prepared as a part of this task. The Rational tools will be used to document the data dictionary.

- Definition of an XML standardization strategy – how the system will interact cross-jurisdictionally (including State and Federal). The vendor must work with a variety of groups already in the process of defining XML tagging strategies at the State and Federal level. Both the civil and criminal justice areas will be included in this XML tagging effort.

The vendor should also prepare several documents that provide important information for making a decision regarding Phase III. The cost of preparation of these documents should be separately identified in the vendors' cost proposals. These document preparation tasks include:

- Development of the TCIJS Conceptual System Design – This conceptual design presents a high level design for the new system.

- Development of the Recommended Technical Architecture – This architecture should include a recommended approach for connecting participating counties, state, and federal databases in order to support information exchange (national and state standards assessment). This architecture should also include any planned use of development tools, programming languages, hardware platforms, operating systems, and other technical architecture factors relevant to the development and deployment of the system. The solution architecture must be “open” to facilitate usage by all participating counties.

- Preparation of a Development and Implementation Plan – This would include a plan for development by major module and discuss options for implementation /
deployment. The plan should also include an estimate of resources required for Phase III. This estimate should include county resources as well as contractor/development resources.

- Development of a Cost / Benefit Analysis – This analysis would use updated project cost information to assess the business case for performing Phase III.

Phase II should also include additional investigation into efforts of other local governments in the development of integrated justice systems. Of particular importance is an assessment of the availability of package applications to achieve the requirements of one or more of the major functional areas within the scope of TCIJS. For example, there may be products available to address basic court management functionality.

**Phase III – Software Development and Implementation**

Upon completion of Phase II, the TCIJS Steering Committee will review the Phase II deliverables and assess the appropriateness of proceeding with Phase III, Software Development and Implementation. The outputs of Phase II will include a Phase III work plan, resource estimates, and an overall architecture to guide the Phase III activities. This phase encompasses the activities necessary to fully develop, test and implement the TCIJS in an initial, pilot county. Phase III should begin with the issuance of an RFP for a vendor to perform Phase III.

**Project Schedule**

A preliminary schedule for the completion of the performance of Phase II is presented in Attachment B. This schedule will need to be updated on an ongoing basis. An important influence on the schedule is the ability to establish an overall project infrastructure and governance structure.

**Estimated Cost and Resource Requirements**

Preliminary cost estimates have been developed for Phase II of the project. These estimates are based on discussions with counties undertaking similar efforts, and the experience of counties implementing other large administrative systems. These estimates are discussed below and summarized in Attachment C.

**Phase II – Requirements Definition and Conceptual Design**

Phase II consists of two primary activities: (1) performing a competitive procurement to select a vendor for Phase II, and (2) the performance of the requirements definition and database design tasks.

The first activity includes developing and issuing an RFP, evaluating the RFP, and negotiating and awarding the contract. This activity should take approximately two and one half (2 ½) months and require approximately 300 hours of support from the independent project management contractor at a cost of approximately $45,000. Tasks and deliverables of this activity include:

- TCIJS Request for Proposal
- RFP Evaluation Guide (including scoring sheets)
- Oral Presentations
- Best and Final Offer (BAFO) process (optional)
• Evaluation Committee recommendation
• Negotiated contract

The time estimate and cost of this activity could be impacted if a large number of proposals are received, if more than three vendors are selected for oral presentations or BAFOs, or if there are any difficulties involved in the contract negotiation process.

The second major activity of this phase is the selected vendor performing the requirements definition and conceptual design tasks. The preliminary estimate for this phase is approximately six (6) to eight (8) months with costs ranging from $500,000 to $700,000. The expected completion date for this activity is between December 1, 2003 and March 1, 2004. The tasks and deliverables for this activity will not be finalized until the RFP is prepared and the contract is signed. A preliminary set includes:

• Comprehensive requirements inventory (functional and technical)
• Data dictionary and preliminary entity relationship diagram
• XML standardization and usage strategy
• Additional Items to be prepared as part of the project:
  - Conceptual design depicting major software components
  - Recommendations regarding technical architecture
  - Phase III Development and implementation plan
  - Cost / Benefit analysis

An independent project/contract manager will be retained by the Urban Counties to provide support and oversight to the project. The estimated cost for this oversight is $72,000 to $96,000. This is based on a half-time position (80 hours/month) for the six (6) to eight (8) month duration. (6 to 8 months at 80 hours/month, at a rate of $150/hour). It should be noted that this time commitment and cost could increase without the proper allocation and commitment of participating county resources.

Anticipated Benefits

The Texas Common Integrated Justice System (TCIJS) has the potential to save participating counties substantial financial resources if properly coordinated and executed.

Cost Savings from Sharing Requirements Definition and Database Design
Phase II – Requirements Analysis and Database Design, will result in meaningful benefits even if Phase III – System Development and Implementation, is never performed. Any county undertaking an IJIS project will have to go through the same requirements definition and design activities. Upon completion of Phase II, all participating counties will have access to the TCIJS deliverables including the requirements inventory and data dictionary. By starting with these deliverables a county could easily save 50 to 75% of the cost of performing the projects on their own without the TCIJS starting point. Using a savings factor of 50%, a breakeven point is reached with just two counties participating.
Use of Common Data Dictionary
The establishment of a common data dictionary for use by participating counties also provides substantial benefits. In addition to supporting any subsequent development efforts, it lays the framework for standardizing and sharing data across counties, other municipalities, and the State and Federal government.

XML Standardization and Usage
There are a variety of efforts underway at the State and Federal level regarding the most appropriate approach for implementing an XML tagging methodology that facilitates sharing of data. For participating counties, this effort can be centralized. The use of a common data dictionary will greatly facilitate the counties abilities to develop and implement a preliminary methodology (for initial sharing) and to incorporate any final decisions made at the State and Federal level.

Cost Savings from Using Common Software
The potential savings available by proceeding with Phase III are more dramatic. If a common system is available to counties that addresses 80 to 90% of their requirements, the implementation costs could easily be $\frac{1}{3}$ to $\frac{1}{4}$th the cost of developing and implementing their own systems.

Other Items for Consideration
As the TCIJS project moves forward the Steering Committee will need to address a number of decision points regarding the strategic direction of the project. The following items are a list of some of the potential decision points.

- **Access and ownership of work products:**
  - Deliverables such as the requirements inventory – To what degree should the project’s work products be made available to non-participating organizations?
  - Future applications that may be developed – Software modules developed over the course of the project will be of substantial value. However, if the products are intended to be marketed to other governments, there are increased demands on software and user documentation and ongoing maintenance including help desk support, software maintenance, testing and issues new releases, and the like. There will also be a need to support product marketing.

- **Strategic partnership with a vendor** – Selected vendors have expressed an interest in forming a partnership for Phases II and III of the project. Preliminary discussions included the vendor subsidizing the development effort in exchange for the rights to perform the implementations, receive ongoing maintenance and usage fees, and obtain the rights for marketing.

- **Implementation / Deployment strategy** – should the software being developed be deployed by major modules or as an integrated system? What is the process for determining the rollout schedule to the participating counties?

These decision points do not need to be addressed now. Instead, they serve to illustrate the strategic options and decisions that the Steering Committee may be involved with as the TCIJS project progresses.
Potential Project Risks

Any large system development project faces a number of risks that have the potential to prevent the project from reaching its stated objectives within the planned budget and schedule. Improved project management techniques help to avoid many of the causes of "runaway projects" and the vendor selection process should incorporate the vendor's track record for on-time delivery of software as a part of the evaluation process. A review of the literature relating to the development of justice systems focuses on two primary, inter-related risk areas that need to be carefully considered.

- Executive commitment and sponsorship – Many independent organizational entities will be involved with the project, each with a history of acting autonomously. This is true within a county and will be more complicated when multiple counties are involved. It is essential that the participating counties provide strong executive leadership and commitment to the project during all project phases.

- Governance – The governance structure must be able to effectively deal with the independent nature of the participating entities and have a process in place for strong decision-making and issue resolution.
Attachment A
TCIJS – Inventory of Functional Areas

The TCJIS must provide a comprehensive process for all civil and criminal justice activities. Functional areas within this process include, but are not limited to the following:

- Incident and Investigation
- Arrest and Identification
- Detention and Incarceration (all stages from book-in to book-out)
- Pre/Post Trial Supervision
- Probation
- Bond Process

- Case Intake and Management
- Court Case Proceeding
- Case Disposition and Sentencing

- Fines/Fee Processing (Collection & Disbursement/Assessment through Distribution)
- Trust Accounting (Proceeds and Management)

TCIJS – Preliminary Inventory of Participating Organization Units

District Criminal Court
District Family Court
District Civil Court
District Juvenile Court
District Clerk
District Attorney

County Civil Court
County Clerk
County Criminal Court
County Attorney
Justice of the Peace Court
Probate Court

Sheriff
Constables
Medical Examiner
Crime Laboratory
Fire Marshall
District Criminal Court

Pre-Trial Service Agencies
Indigent Defense Services
Mental Health Services

Office of Court Services
Community Services and Corrections Agencies

Treatment Providers
Ability to interface/interact with a number of external entities including:
  ➢ Participating State Agencies
  ➢ Participating Counties / Municipalities
  ➢ Private Sector Agencies
## Project Schedule

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Phase II - Vendor Selection</td>
<td>Thu 12/5/02</td>
<td>Fri 5/2/03</td>
</tr>
<tr>
<td>2</td>
<td>Phase II Approval/Authorization Process</td>
<td>Thu 12/5/02</td>
<td>Fri 5/2/03</td>
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<tr>
<td>3</td>
<td>Prepare and Issue RFP</td>
<td>Mon 2/17/03</td>
<td>Fri 3/7/03</td>
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<td>4</td>
<td>Vendors Prepare Responses</td>
<td>Mon 3/1/03</td>
<td>Fri 4/4/03</td>
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<td>5</td>
<td>RFP Response Evaluation</td>
<td>Mon 4/7/03</td>
<td>Fri 4/25/03</td>
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<td>6</td>
<td>Contract Execution</td>
<td>Mon 4/28/03</td>
<td>Fri 5/2/03</td>
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<td>7</td>
<td>Phase III - Requirements</td>
<td>Mon 5/5/03</td>
<td>Mon 3/1/04</td>
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<td>8</td>
<td>Finalize Project Plan / Mobilize Team</td>
<td>Mon 5/6/03</td>
<td>Thu 5/8/03</td>
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<td>9</td>
<td>Requirements Definition</td>
<td>Thu 5/8/03</td>
<td>Mon 5/10/03</td>
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<td>10</td>
<td>Review Existing Documents</td>
<td>Thu 5/8/03</td>
<td>Mon 5/10/03</td>
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<td>11</td>
<td>Establish Baseline Repository</td>
<td>Fri 5/9/03</td>
<td>Mon 5/10/03</td>
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<td>12</td>
<td>Conduct Validation Workshops</td>
<td>Tue 6/10/03</td>
<td>Tue 6/12/03</td>
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<td>13</td>
<td>Update Repository</td>
<td>Wed 7/29/03</td>
<td>Tue 8/2/03</td>
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<td>14</td>
<td>Final Review and Approval</td>
<td>Wed 11/26/03</td>
<td>Mon 3/1/04</td>
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<td>15</td>
<td>Define Data Dictionary</td>
<td>Thu 5/8/03</td>
<td>Mon 5/18/04</td>
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<td>16</td>
<td>Review Existing Documents</td>
<td>Thu 5/8/03</td>
<td>Mon 5/26/03</td>
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<td>17</td>
<td>Establish Baseline Repository</td>
<td>Fri 5/9/03</td>
<td>Mon 5/19/03</td>
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<td>18</td>
<td>Conduct Workshops</td>
<td>Tue 6/10/03</td>
<td>Tue 6/12/03</td>
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<td>19</td>
<td>Update Data Dict Repository</td>
<td>Wed 10/29/03</td>
<td>Tue 11/25/03</td>
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<td>20</td>
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<td>Wed 11/26/03</td>
<td>Mon 3/1/04</td>
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<td>21</td>
<td>XML Tagging Strategy</td>
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<td>Mon 11/13/03</td>
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<td>Assess Existing State/Fed Efforts</td>
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<td>Fri 7/25/03</td>
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<td>Prepare Strategy Recommendation</td>
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<td>Mon 7/16/03</td>
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<td>Receive Approval</td>
<td>Wed 11/26/03</td>
<td>Mon 11/24/03</td>
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<td>25</td>
<td>Incorporate Into Data Dictionary</td>
<td>Tue 11/11/03</td>
<td>Mon 11/24/03</td>
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<td>26</td>
<td>Prepare Conceptual Design</td>
<td>Mon 9/29/03</td>
<td>Mon 3/7/04</td>
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<td>27</td>
<td>Prepare Phase II Plan</td>
<td>Mon 10/6/03</td>
<td>Mon 3/7/04</td>
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<tr>
<td>28</td>
<td>Prepare Cost / Benefit Analysis</td>
<td>Mon 10/13/03</td>
<td>Mon 3/7/04</td>
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## Attachment C – Phase II Cost Summary

<table>
<thead>
<tr>
<th>Process</th>
<th>Estimated Cost</th>
<th>6 Month Duration</th>
<th>8 Month Duration</th>
<th>Budgeted Amount</th>
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<td>RFP Preparation and Vendor Selection (two months elapsed time and 300 hours of support)</td>
<td>$45,000</td>
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<td>Phase II – Requirements and Database Design</td>
<td>$500,000</td>
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<td>Independent Project Management and Oversight (6 or 8 months of 1/2 time project management)</td>
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<td>Urban Counties Legal and Administrative Support ($2,500/month administrative support and $1,000 per month legal support. 8 or 10 months)</td>
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<td><strong>Total Phase II</strong></td>
<td>$645,000</td>
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**Note:** Texas Conference of Urban Counties has previously estimated that the budget for this project will be approximately $680,000. A final budget amount will be known by May 30, 2003. Any increase in cost will be considered a FY 2004 budget item and will be presented to participating counties for review and approval at that time.
STATE OF TEXAS

INTERLOCAL AGREEMENT FOR
COORDINATED INTEGRATED
JUSTICE SYSTEM

WHEREAS, the County of Bexar, the County of Collin, the County of Dallas, the County of Galveston, the County of Harris, the County of Tarrant, and the County of Travis ("the Counties") desire to join together to explore the desirability and feasibility of jointly procuring an integrated justice system; and

WHEREAS, the Texas Conference of Urban Counties, Inc., ("the CUC") is a nonprofit corporation created and operated to provide governmental functions and services on behalf of its members; and

WHEREAS, the Interlocal Cooperation Act (the Act), Chapter 791 of the Texas Government Code, authorizes local governments to agree with other local governments, including nonprofit corporations created and operated to provide one or more governmental functions and services, to purchase goods; and

WHEREAS, the Counties desire to contract with the CUC to procure a requirements definition; data dictionary, and an XML tagging system for an integrated justice system, and to provide administrative and other services necessary to accomplish the Scope of Work; and

WHEREAS, the CUC desires to procure those items on behalf of the Counties; and

WHEREAS, the parties find that the payments by the parties for services performed pursuant to this agreement may be made from current revenues readily available to the paying parties; and

WHEREAS, the parties each find that the amount paid for the services performed under this agreement fairly compensates the performing party.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into individually by the Texas Counties of Bexar, Collin, Dallas, Galveston, Harris, Tarrant and Travis and the Texas Conference of Urban Counties, Inc., upon and for the mutual consideration stated herein:
I. 
SCOPE OF WORK

This Agreement is entered into individually by the Counties and the CUC for the purpose of jointly procuring a requirements definition, data dictionary and an XML tagging system for an integrated justice system. The scope of the project is further set forth in the Phase II Proposal by the IJIS Steering Committee for the Development of a Texas Common Integrated Justice System, Exhibit B.

The actual joint procurement of any information technology system is not contemplated by this Agreement, and may be the subject of a separate agreement between the participants. Rather, it is anticipated that this Agreement and the tasks performed pursuant to this Agreement will produce a global requirements definition, data dictionary and an XML tagging system that can be used as the basis of an integrated justice system that can be implemented in any of the participating counties.

II. 
ROLE OF THE CUC

A. The CUC will provide administrative and other services necessary for the project, conduct procurement functions, and enter into contracts with (1) a project manager; and (2) one or more vendors to develop the requirements definition, data dictionary and XML tagging system. The CUC will utilize a competitive process in selecting such vendors.

B. For services performed, the CUC shall be paid the sum of $3500 per month through completion of the Scope of Work.

C. The CUC shall keep all funds received from the Counties in a separate bank account with interest accruing to the benefit of the Counties. All expenditures are subject to approval of the Board as it may determine appropriate. The CUC is required to keep detailed financial records in accordance with generally accepted accounting practices of all transactions related to this project. All such financial records shall be available for inspection by any participating county at any time.

D. The CUC shall comply with timelines established by the Board. In the event the CUC causes a delay or other event that directly results in additional charges being assessed by persons or entities performing services pursuant to this Agreement (other than the CUC), than the CUC shall bear the additional expense, as determined by the Board.

E. In the event the project is terminated prior to completion, or in the event funds remain after completion of the project, the CUC shall return unexpended funds to the Counties in proportion to the amount contributed by each county.
III.
OVERSIGHT

A. The project and the activities of the CUC shall be directed by the Board of the Integrated Justice Project. The Board shall be composed of one representative from each of the participating counties, as chosen by each county's commissioners court or as otherwise determined by each commissioners court. A county may change its representative at any time. Four members of the Board shall constitute a quorum, regardless of their respective voting strengths. Board members serve without compensation. The Board shall have final decision-making authority in regard to accomplishing the purposes of this Agreement, but may not bind their respective counties to obligations not set forth in this Agreement.

B. Voting strength of each representative shall be equal to the respective percentage of the financial contribution of the county to all county contributions, as set forth in Exhibit A. As additional counties join in this ILA, the voting strength of each representative will be adjusted in accordance with this formula, and Exhibit A will be amended accordingly without further action of the parties.

C. The Board of Directors shall elect from its members one representative to serve as Chairman of the Board. The Chairman shall preside over meetings of the Board.

D. Each county's representative shall designate one or more individuals from the county to serve on a project technical committee. The Board, in its discretion, may also designate individuals to serve on this technical committee. The purpose of the technical committee is to review current and desirable information technology systems and to make recommendations to the Board.

IV.
INTERNAL GOVERNANCE AND COMPLIANCE WITH TIMELINES

A. In order to ensure that the work product of this Agreement is supported by those local county officials who are the end users of the information technology system to be designed, and to allow for input by such officials, each County is responsible for establishing an internal governance structure for facilitating participation by its local officials. Each County shall endeavor to create a structure that will allow for timely review and comment upon periodic status reports of the work performed pursuant to this Agreement.

B. Each County shall coordinate timely meetings with persons and entities contracted to perform work pursuant to this Agreement, and shall provide such persons with reasonable accommodations and access to computing systems, systems users and others with relevant knowledge of current computing systems and justice-related processes and functions.
C. In the event a County causes a delay or other event that directly results in additional charges being assessed by persons or entities performing services pursuant to this Agreement, than that Party shall bear the additional expense, as determined by the Board. As used herein, “delay” shall mean a failure to meet task deadlines established by the Board. Illustrative Examples: (1) If a county schedules a meeting with the project manager, but because of the unavailability of one or more county personnel a second meeting is required, then the Board may require the county to bear the additional cost of that second meeting, if any. (2) If all counties are required to internally review and comment upon a vendor deliverable no later than March 1, and a county does not do so, and if such delay directly results in additional charges by the project manager, then the Board may require that county to bear those additional charges.

V. BUDGET AND FUNDING

A. The initial budget for the scope of work is $680,000.00. Each participating county’s share of this obligation shall be equal to the respective percentage of population of the county to the total population of all participating counties, as set forth in Exhibit A. As additional counties join, the budget may be adjusted to reflect changes in costs, and the respective budget figures will be adjusted in accordance with this population formula and Exhibit A will be modified without further action of the Parties. In such case, each Party’s second installment payment may be adjusted accordingly, or if the second installment payment has been paid, then the Party may receive a refund from the CUC. Except as set forth in Section IV.C., in no event will a County be obligated to pay more than the amounts set forth in the original Exhibit A without formal approval of the County’s commissioners court.

B. Each county shall provide its funding to the CUC in two installments, the first in an amount equal to 60% of the county’s total obligation and the second in an amount equal to 40% of the county’s total obligation. The first payment is due from each county 15 days after execution of this Agreement. The second installment will be billed by the CUC in the County’s next fiscal year.

C. In the event one or more counties withdraw from this Agreement, the remaining counties desiring to proceed may amend this Agreement to include a new budget and funding formula, or this Agreement may be terminated and remaining funds, if any, will be distributed to the Counties in accordance with this Agreement.

VI. PARTICIPATION BY ADDITIONAL COUNTIES

Additional counties may participate in this Agreement with approval of the Board. Such counties will be required to approve this Agreement and provide funds in accordance with Section V.
VII.
REJECTION OF THIS AGREEMENT BY ONE OR MORE NAMED PARTIES

This Agreement is not binding unless approved by the commissioners courts of all named Parties.

VIII.
WITHDRAWAL

A County may withdraw from the Agreement at any time. However, there will be no refund of amounts previously paid to fund this endeavor.

IX.
OWNERSHIP OF WORK PRODUCT

Each County shall be vested with an undivided ownership right in all work product resulting from this Agreement. However, if a party withdraws from this Agreement before the completion of the Scope of Work, that party shall have an ownership interest in only the work product in existence at the time of the party’s withdrawal.

X.
AMENDMENT

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

XI.
FISCAL FUNDING

The obligations of the Counties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

XII.
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the parties. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
XIII.
APPLICABLE LAW

This Agreement shall be expressly subject to the participating parties' Sovereign Immunity and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIV.
SEVERABILITY

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.
COUNTY OF BEXAR

By: ______________________
    County Judge

Date: ______________________

APPROVED AS TO FORM:

By: ______________________
    Assistant District Attorney

COUNTY OF COLLIN

By: ______________________
    County Judge

Date: ______________________

APPROVED AS TO FORM:

By: ______________________
    Assistant District Attorney

COUNTY OF DALLAS

By: ______________________
    County Judge

Date: ______________________

APPROVED AS TO FORM:

By: ______________________
    Assistant District Attorney

COUNTY OF GALVESTON

By: ______________________
    County Judge

Date: ______________________

APPROVED AS TO FORM:

By: ______________________
    Assistant County Attorney

COUNTY OF HARRIS

By: ______________________
    County Judge

Date: ______________________

APPROVED AS TO FORM:

By: ______________________
    Assistant County Attorney

COUNTY OF TARRANT

By: ______________________
    County Judge

Date: ______________________

APPROVED AS TO FORM:

By: ______________________
    Assistant District Attorney
COUNTY OF TRAVIS

By: __________________________
    County Judge

Date: _________________________

APPROVED AS TO FORM:

By: __________________________
    Assistant County Attorney

TEXAS CONFERENCE OF URBAN COUNTIES

By: __________________________
## Estimated possible costs for participation in Phase I of the Urban County Integrated Criminal Justice Project

<table>
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<tr>
<th>County</th>
<th>2000 Population</th>
<th>FY 2003 Costs 60%</th>
<th>FY 2004 Costs 40%</th>
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<td>Chambers</td>
<td>26,031</td>
<td>$ 1,085</td>
<td>$ 723</td>
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</table>

*** Harris County FYs are 2004 & 2005 @ March thru February

Overall Project Costs: $ 680,000

**Explanation:**

Costs distributed on a per capita basis, 60% for FY 2003 and 40% for FY 2004.

All costs based on minimum participation of counties of Harris, Dallas, Tarrant, Bexar, Travis & Collin. Other county amounts are based on adding just that county to those six. Any participation greater than the minimum six will result in lower costs to each county.
TO: THE HONORABLE COMMISSIONERS COURT  
FROM: BETTY J. CULBREATH-LISTER, DIRECTOR  
HEALTH AND HUMAN SERVICES  
DATE: FEBRUARY 11, 2003  
SUBJECT: CONTRACT AMENDMENT FOR FY 2001 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS

Background of Issue

The United States Department of Housing and Urban Development (HUD) administers the Housing Opportunities for Persons with AIDS (HOPWA) grant program. These funds are available to provide housing and related services to persons affected by HIV in the Dallas Eligible Metropolitan Statistical Area (EMSA), which includes Dallas, Collin, Denton, Hunt, Ellis, Henderson, Rockwall, and Kaufman counties. The City of Dallas is the grantee and legal recipient of the HOPWA funds and has entered into an interlocal agreement, by Council Resolution No. 02-0342, with Dallas County as a project sponsor, and Dallas County Health and Human Services (DCHHS) as the Administrative Agency to administer the service delivery component of the HOPWA 2001 program. The Dallas County Judge appoints members of the Dallas EMSA Ryan White Planning Council (hereinafter RWPC). RWPC is charged with the responsibility of establishing priorities for the allocation of HOPWA funds and determining the categorical allocation by service category.

The total FY 2001 HOPWA funds available to Dallas County is $2,544,760, which have been allocated as follows:

- Emergency/Tenant-Based Rental Assistance: $980,748
- Caseworkers’ salary (Support Services): $115,194
- Congregate Housing: $1,342,795
- Dallas County Program Administration: $106,023
- Total Award: $2,544,760

In order to comply with 24 CFR 574.300 of HUD regulations, which requires the allocation of the HOPWA funds by eligible activities, by facilities supported with the HOPWA funds, and a seven (7) percent administrative cost cap, DCHHS is submitting revised budgets from AIDS Services of Dallas, Johnnie’s Manor, Legacy Counseling Center, Inc., and AIDS Services of North Texas, Inc. for approval.

DCHHS, the Project Sponsor for FY HOPWA 2001 is also requesting the extension of the contract with AIDS Services of North Texas, Inc. through May 31, 2003, to give the agency additional time to fully expend their FY 2001 HOPWA funds. The contract extension does not change the contract amount.

Fiscal Impact

There is no fiscal impact on Dallas County.

Operational Impact

Administrative Agency’s staff will coordinate and monitor the programmatic and fiscal accountability of the subcontractors in accordance with the responsibilities assigned by Dallas County Commissioners Court. The
programmatic and fiscal contract compliance will be reviewed by Administrative Agency staff who are specifically assigned the responsibility of conducting compliance audits of the HIV services sub-grantees.

Legal Impact

The Dallas County Commissioners Court must approve the revised budgets from the service providers, and authorize the County Judge to sign the contract amendments on behalf of Dallas County.

Recommendation

It is recommended that the Dallas County Commissioners Court does hereby approve the allocation of the FY 2001 HOPWA funds by eligible activities and facilities, a combined seven (7) percent administrative cost cap for both DCHHS and the service providers, and the extension of the FY 2001 HOPWA contract with AIDS Services of North Texas, Inc. through May 31, 2003, and authorize the County Judge to sign the contract amendments with each respective service provider on behalf of Dallas County.

RECOMMENDED BY: Betty J. Calbreath-Lister, Director, Health and Human Services

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
TO: COMMISSIONERS’ COURT  
FROM: BETTY CULBREATH-LISTER, DIRECTOR HEALTH AND HUMAN SERVICES  
DATE: February 4, 2003  
SUBJECT: RENEWAL OF MEMORANDUM OF AGREEMENT BETWEEN HOME LOAN COUNSELING CENTER AND THE ENTERPRISE FOUNDATION  

BACKGROUND  
The Dallas County Home Loan Counseling Center (HLCC) has an established cooperative partnership with The Enterprise Foundation. Enterprise is the administrator for the City of Dallas’ Mortgage Assistance Program (MAP) and we have once again been asked to enter into a contract (Memorandum of Understanding) with Enterprise to provide home buyer education and counseling for first-time home buyers who will utilize the City’s MAP. The MAP provides down payment, closing costs, and required home repair grants to first-time home purchasers in the City of Dallas. The FY98, FY99, FY00, FY01, and FY02 counseling contracts between Enterprise and the HLCC were approved by Commissioners Court.

FISCAL IMPACT  
In this FY2003 counseling contract, The Enterprise Foundation will pay the HLCC a per family fee of $50 for each family who successfully completes the HLCC curriculum and purchases a home utilizing the City’s MAP. From FY98 through October 2002, The Enterprise Foundation/HLCC Counseling contracts have generated a total of $45,781 in income for Dallas County. As with all fee generated income received by the HLCC, the monies are forwarded to and deposited by the County’s CDBG department to be utilized for CDBG eligible activities.

OPERATIONAL IMPACT  
Historically, the HLCC has provided home buyer education and counseling retroactive to written agreements for Enterprise, as not to delay public access to the program. The effective date of this new contract is January 14, 2003. At the present time the HLCC program operations are at a manageable level with in-place staff.

LEGAL IMPACT  
There is no impact on the HLCC to accommodate this contract.

RECOMMENDATION  
It is recommended that the Commissioners Court approve this Memorandum of Understanding between The Enterprise Foundation and the Dallas County Home Loan Counseling Center. Further, it is recommended that the County Judge be authorized to execute this agreement.

Recommender by: Betty Culbreath-Lister

cc: J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor  
Ryan Brown, Budget Officer  
Rick Loessberg, Planning & Development
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ENTERPRISE FOUNDATION AND
DALLAS COUNTY HOME LOAN COUNSELING CENTER

This Agreement is entered into with an effective date of January 14, 2003 between The Enterprise Foundation (herein referred to as “Enterprise”) whose Dallas office is located at 100 North Central Expressway, Suite 1299, Dallas, Texas 75301 and Dallas County Home Loan Counseling Center whose address is 2377 North Stemmons Freeway, Suite 724, Dallas, Texas 75207.

RECITALS

1. The general purpose of this Agreement is to establish the relationship between Enterprise and Dallas County Home Loan Counseling Center in the delivery of Homebuyer Education and Counseling in connection with the administration by Enterprise of the City of Dallas Mortgage Assistance Program (“MAP”). The key elements of the program are:
   - The Mortgage Assistance Program (“MAP”) which provides down payment subsidy financing, closing costs assistance and Housing Quality Standards (HQS) repair grant to first-time homebuyers in the City of Dallas.
   - Eligibility is based on income adjusted for family size. Families and/or individuals at or below 80% of the local area median income can qualify to receive this assistance.
   - Homebuyers must attend and complete a course in homebuyer education and counseling as part of the eligibility process.
   - Housing selected by these first-time homebuyers must pass a Housing Quality Standard (HQS) inspection before the house can be purchased with this subsidy.

2. The Enterprise/Dallas County Home Loan Counseling Center relationship is, in part, a function of the City’s desire to transform the fragmented, under-funded homebuyer education activities into a professional, self-sustaining industry.

3. The Enterprise/Dallas County Home Loan Counseling Center relationship will continue to design and deliver a core curriculum for homebuyer education and counseling in Dallas based on nationally accepted standards.

4. This Agreement demonstrates methods that homebuyer education and counseling services can be financed while providing a central clearinghouse within the City for materials and information on the best practices in the homebuyer education industry.
To achieve the goals and objectives set forth above, Enterprise and Dallas County Home Loan Counseling Center agree as follows:

1. Enterprise will pay the Dallas County Home Loan Counseling Center $50.00 for each individual or family that receives homebuyer education in the Dallas County Home Loan Counseling Center program provided that the individual or family utilizes the MAP subsidy in the purchase of his home. Enterprise will have the right to visit these counseling sessions periodically.

2. Dallas County Home Loan Counseling Center will provide to each such homebuyer a maximum of six(6) hours counseling while presenting the counseling in an objective and positive manner. Dallas County Home Loan Counseling Center is prohibited from recommending any specific lender as part of its presentation of counseling information. Dallas County Home Loan Counseling Center will provide the potential homebuyer with a certificate upon course completion.

3. Dallas County Home Loan Counseling Center shall submit to Enterprise the name, address, telephone number and a copy of the certificate for each homebuyer for which it claims reimbursement of the above-mentioned $50.00;

4. Dallas County Home Loan Counseling Center will provide periodic post purchase counseling to the homebuyers who successfully complete its program and purchase a home with the MAP subsidy.

5. Enterprise and Dallas County Home Loan Counseling Center agree that during the 2002-2003 program year, no first-time homebuyer will be charged for these services identified in this Agreement.

WE THE UNDERSIGNED AGREE to the terms and conditions as set forth in this Memorandum of Understanding as of the date first above written.

THE ENTERPRISE FOUNDATION

BY: Lorenzo Little
Executive Director

DALLAS COUNTY
HOME LOAN COUNSELING CENTER

BY: Margaret Keliher
County Judge

APPROVED AS TO FORM:

BY: Janet R. Ferguson
Deputy Chief
Civil Section

RECOMMENDED:

BY: Betty Culbreath-Lister
Director
TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

DATE: February 11, 2003

SUBJECT: TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2004, ATTACHMENT #05, HIV - SURVEILLANCE

BACKGROUND

Texas Department of Health (TDH) Contract #7560009056 2004, Attachment #05 (HIV-Surveillance), provides active surveillance and reporting activities for human immunodeficiency virus (HIV)/acquired immunodeficiency syndrome (AIDS) for adults, pediatric HIV infections, and all AIDS cases throughout Dallas County. Dallas County Health and Human Services will also conduct reporting system registry maintenance, system evaluation, epidemiologic investigation, data analysis and confidentiality for all AIDS cases in Dallas County. This attachment is effective January 1, 2003 and will expire on December 31, 2003.

OPERATIONAL IMPACT

Attachment #05 of the Texas Department of Health contract will fund three (3) full-time positions; one (1) Project Coordinator II, one (1) Disease Intervention Specialist II, and one (1) Secretary I. There is no additional impact to Dallas County for this contract.

LEGAL IMPACT

The County Judge is required to sign the contract after approval by the Commissioners Court.

FINANCIAL IMPACT

Attachment #05, HIV-Surveillance, provides $133,164 for salaries and fringe benefits, $5,218 for travel, $1,724 for supplies, $2,343 for other, with total direct charges of $142,449, and $28,838 for indirect.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Texas Department of Health Contract #7560009056 2004, Attachment #05 (HIV-Surveillance), and authorizes the County Judge to sign the contract on behalf of Dallas County.

Recommended by: Betty Culbreath-Lister, Director

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

### SUMMARY OF TRANSACTION:
- **ATT NO. 05 : HIV - SURVEILLANCE**

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

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

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

**PERFORMING AGENCY:**
DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: [Signature of person authorized to sign]

(Name and Title)

Date: [Date]

RECOMMENDED:

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

**RECEIVING AGENCY: **
TEXAS DEPARTMENT OF HEALTH

By: [Signature of person authorized to sign]

Melanie A. Doyle, Director
Grants Management Division

(Name and Title)

Date: [Date]
### DETAILS OF ATTACHMENTS

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<th>Financial Assistance</th>
<th>Direct Assistance</th>
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**TDH Document No. 7560009056 2004**

**Change No. 02**

Totals: $2,189,334.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.*
PERFORMING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

TERM: January 01, 2003 THRU: December 31, 2003

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct active surveillance and reporting activities for human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS).

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines:

- Chapters 81 and 85 of the Health and Safety Code;
- Relevant portions of Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code, as amended;
- 25 TAC Chapter 97, Subchapter F; and,
- RECEIVING AGENCY Quality Care: Client Services Standards for Public Health and Community Clinics, revised June 1997.

PERFORMING AGENCY shall perform all activities in accordance with PERFORMING AGENCY'S application, activities work plan and any revisions, and detailed budget as approved by RECEIVING AGENCY Program. All of the above-named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to these documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

The activities required to carry out these projects are outlined in the Centers for Disease Control and Prevention (CDC) Guidelines for HIV/AIDS Surveillance, April 1996, and RECEIVING AGENCY Program's grant applications and awards by CDC which are the basis for this contract Attachment. Copies have been provided to RECEIVING AGENCY Program.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.
PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY Program.

PERFORMING AGENCY shall be responsible to RECEIVING AGENCY Program for the design, maintenance and evaluation of an active surveillance system for AIDS/HIV cases. For the purpose of this contract Attachment, HIV infection and AIDS are as defined by the Centers for Disease Control and Prevention of the United States Public Health Service in accordance with the Health and Safety Code §81.101. The publication designating the most current definition may be requested from RECEIVING AGENCY.

PERFORMING AGENCY shall perform the following:

1. REPORTING
   a. Establish and maintain communications with key community and medical groups, individuals, and laboratories within PERFORMING AGENCY'S geographic area.
   b. Collect reports of HIV infections and AIDS cases diagnosed and/or treated within PERFORMING AGENCY'S geographic area.
   c. Report cases to RECEIVING AGENCY Program on a weekly basis.

2. REGISTRY MAINTENANCE
   a. Maintain a case file on all confirmed and suspected cases of HIV infections and AIDS diagnosed and/or treated within PERFORMING AGENCY'S geographic area.
   b. Maintain a current list of key reporting sources.

3. SYSTEM EVALUATION
   a. Review and provide thorough follow-up on a minimum of eighty percent (80%) of suspected cases identified by RECEIVING AGENCY Program's alternate record review systems in order to enhance case ascertainment and validate the effectiveness of local surveillance efforts.
   b. Track reporting by local sources in order to monitor the level of compliance to reporting laws and level of case ascertainment.

4. EPIDEMIOLOGIC INVESTIGATIONS
   a. Initiate epidemiologic investigations on newly reported No Identified Risk (NIR) cases within five (5) days of receipt of case report through contact with appropriate health care provider or the review of medical records.
   b. Assist RECEIVING AGENCY Program with other epidemiologic investigations as deemed necessary by RECEIVING AGENCY Program or CDC.
5. CONFIDENTIALITY

a. Store all case files and computer diskettes containing patient information in a locked file cabinet when not in use. The locked file cabinet and surveillance computer shall be kept in a locked room with limited, controlled access.

b. Utilize passwords to access computer databases containing HIV/AIDS case data. Passwords shall be changed monthly and known only to surveillance personnel.

c. Limit the number of persons who have keys to registry files to persons directly involved in case reporting.

d. Require a statement of confidentiality to be signed by all personnel having access to HIV/AIDS case files and computer diskettes and kept on file by PERFORMING AGENCY.

e. PERFORMING AGENCY may release demographic analyses of local data as public information as long as it cannot lead to the identity of an individual.

RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a semi-annual basis. If expenditures are above or below those projected in SECTION III: BUDGET, PERFORMING AGENCY'S contract Attachment amount may be subject to increase or decrease for the remainder of the contract Attachment period.

PERFORMING AGENCY shall authorize its staff to attend training, conferences, and meetings for which funds were budgeted and approved by RECEIVING AGENCY Program.

PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract:

PERFORMING AGENCY shall collect case information for an estimated 900 cases and information shall be entered into the computerized HIV/AIDS Reporting System (HARS). PERFORMING AGENCY shall transfer the collected information on a weekly basis to RECEIVING AGENCY Program. PERFORMING AGENCY may request RECEIVING AGENCY Program to extend the timetable for transferring data to monthly. Any agreement shall be in writing and signed by both parties.

RECEIVING AGENCY Program will provide HIV/AIDS case reporting activities for cases diagnosed in the following geographic area(s): Dallas.

PERFORMING AGENCY shall complete and submit semi-annual activity reports demonstrating PERFORMING AGENCY'S conduct of HIV/AIDS case-finding activities. These reports shall be submitted to RECEIVING AGENCY Program on the 20th day of July 2003 and January 2004 in a format provided by RECEIVING AGENCY Program.
PERFORMING AGENCY shall submit all data and reports within the required time frames. The reports shall be completed to the satisfaction of the RECEIVING AGENCY Program for reimbursement vouchers to be processed. If the reports do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, Sanctions Article.

SECTION II. SPECIAL PROVISIONS:

General Provisions, Assurances Article, is revised to include the following:

PERFORMING AGENCY shall comply with all federal and state non-discrimination statutes, regulations, and guidelines. PERFORMING AGENCY shall provide services without discrimination on the basis of race, color, national origin, age, disability, ethnicity, gender, religion, or sexual orientation.

General Provisions, Records Retention Article, is revised to include the following:

All records pertaining to this contract Attachment shall be retained by PERFORMING AGENCY and made available to RECEIVING AGENCY, the Comptroller General of the United States, the Texas State Auditor, or any of their authorized representatives, and in accordance with RECEIVING AGENCY'S General Provisions.

General Provisions, Patient or Client Records Article, is revised to include the following:

RECEIVING AGENCY shall have access to a client or patient record in the possession of PERFORMING AGENCY, or any subrecipient, under authority of the Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, RECEIVING AGENCY shall keep confidential any information obtained from the client or patient record, as required by the Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, PERFORMING AGENCY shall require its personnel to adhere strictly to the General Provisions, Confidentiality Article.
SECTION III. BUDGET:

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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$171,287.00</strong></td>
</tr>
</tbody>
</table>

Total reimbursements will not exceed $171,287.00.

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

The negotiated indirect cost amount shown above is less than PERFORMING AGENCY'S expired rate, and may be used for a six-month grace period from expiration date. If an approved rate for the succeeding annual period, justifying this amount, is not filed with RECEIVING AGENCY by the end of the six-month grace period, the UGMS rate will be applied retroactively to the beginning of the six-month grace period. Indirect charges to this contract may not exceed the amount shown above, except by prior written approval of RECEIVING AGENCY.
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature                                              Date

Print Name of Authorized Individual

7560009056  2004-05
Application or Contract Number

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name and Address

2377 STEMMONS FWY STE 600

DALLAS, TX 75207-2710
Date: February 3, 2003
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director
Re: Foster Care Contracts

BACKGROUND

The Juvenile Department’s Letot Center manages foster homes utilized for the placement of Juvenile Court adjudicated children and non-adjudicated children receiving services from Letot Center. These homes are used as an alternative to institutional care for children whose delinquent history is neither lengthy nor severe and for children needing more time to resolve family issues before returning home.

Texas Juvenile Probation Commission (TJPC) issued recommended guidelines for foster families’ homes of Juvenile Probation Departments during FY ’98. These guidelines, which were adopted from the Texas Department of Protective and Regulatory Services (TDPRS) Standards, allow for the recertification of foster homes for up to two twelve month periods. Since FY ’98 the Department has enacted renewable contracts with the existing foster home providers. In May 2000, the Foster Care Program was officially IV-E certified.

In FY’02, seven foster homes were certified by the Juvenile Board and approved by Commissioners Court for use. This group included six Juvenile Department Foster Homes, and the Willingham Emergency Foster Group Home for girls. Since then, three foster homes (Henry, Whitehead and Willingham) ceased to have active contracts with the Juvenile Department, decreasing the placement capacity for girls by 18 beds.

In FY’02 vigorous recruitment was conducted through churches and in conjunction with Target Kids in Court. Ten new foster families are in the home study process for foster home certification. Presently, two have completed all requirements necessary for certification.

The Juvenile Department requests authorization from the Commissioners Court to approve two new foster home providers: the Mac and Modean Sargent home, and the Sharon Chinn home. The Sargent’s will provide long term foster care for males requiring independent living training or transitional living housing. They have 10 years of prior experience in this area with MHMR clients. Ms Chinn is a single mother with parenting...
experience and who desires to foster girls, she will also provide respite care for other foster families. The Sargent's and Ms. Chinn have met all requirements for certification in accordance with TJPC Recommended Guidelines for Foster Homes. The Juvenile Board was briefed on Monday, January 27, 2003 and approved the Department’s recommendation for the certification of these homes under the Foster Care Residential Contract.

OPERATIONAL IMPACT

The availability of seven foster homes provides options for placing Levels III and IV children in a home-like environment. These placements have been an effective resource for children with a less severe delinquent history, who are nonviolent, and can attend public schools. The goal is to provide educational, therapeutic and support services necessary to stabilize these youth while working with their parents/guardians in hopes of later returning and maintaining them in their home environment. Evaluation of these programs will be based on adherence to length of stay, successful completion, recidivism rates, and provision of aftercare services.

Currently, there are four homes certified as Basic Care Level III, and one certified as Therapeutic Care Level IV. With the addition of the two homes at Level III a total of 29 foster care beds would be available for Juvenile Department youth.

LEGAL IMPACT

When foster care contracts were approved for FY 03, Juvenile Department staff revised the standard foster home contract to comply with requirements of the District Attorney’s office and Commissioners Court. The contract was reviewed by the District Attorney’s office and was approved as to form and content. Staff worked with the foster parents, District Attorney’s office and Risk Management staff of the Personnel Department to clarify worker’s compensation insurance requirements. Foster parents do not utilize any employees in providing the contract’s services, and the contracts are directly with the foster parents. Thus, they were unable to obtain worker’s compensation coverage since they have no employees. The contracts developed for foster parents contains language that certifies no employees will be used by the foster parents and states that use of employees without maintaining worker’s compensation insurance will result in immediate contract termination. Neither of the foster parents presented for contract approval at this time will utilize employees.

The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contract.
FISCAL IMPACT

Funding for this program is available from the Juvenile Department’s Budget No. 5110. Additional funds are available from the Texas Juvenile Probation Commission FY 2003 grants. The Juvenile Department will continue its efforts to capture any reimbursable placement cost through the Title IV-E Federal Foster Care program, Medicaid, TCADA, or any other source.

PERFORMANCE MEASURES

Foster Care staff have provided each new home with 30 hours of pre service training in addition to CPR and First Aid. Each new home will evaluated as to their compliance with TJPC standards for Foster Homes, Contractual Compliance and Dallas County performance measures consisting of; length of stay, successful program completion rate, recidivism rates, and provision of aftercare services.

PROJECT SCHEDULE/IMPLEMENTATION

Approval of these foster care contracts will allow services to begin immediately upon execution of the Contract for Foster Care / Residential Services.

MWBE INFORMATION

Foster homes are not selected through competitive requests for proposals, so no MWBE documentation is required.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approve the contracts of the Sargent and Chinn foster homes for the remainder of FY '03 and authorize the Dallas County Judge to sign related documents on behalf of Dallas County.

Recommended by:

Michael K. Griffiths
Director of Juvenile Services
To: Commissioners Court

From: Mike Griffiths, Juvenile Services Director

Date: February 4, 2003

Subject: Renewal of USDA Commodities agreement for 2003-2004

BACKGROUND

Each year the County signs an agreement with the Texas Department of Human Services (TDHS) for the National School Lunch/Breakfast Program (NSL/BP). This agreement reimburses the County for the cost of providing meals in the Juvenile Department's residential facilities. We expect that this contract will generate close to $800,000 in revenue during the 2003-2004 contract period for the County.

The NSL/BP agreement requires the County to enter into a separate contract to receive commodities. We previously entered into a permanent agreement that requires only updated information to be provided at the end of each program year. The current program year (2002 - 2003) ends June 30, 2003. The purpose of this briefing is to present the application for commodities agreement renewal and make a recommendation on its approval.

IMPACT ON OPERATIONS

The National School Lunch/School Breakfast program is a federal program, administered in our state by the Texas Department of Human Services, to reimburse schools and residential child care institutions for the cost of providing meals to low-income children. Dallas County receives reimbursement for both the meals provided by the Sheriff's Central Kitchen operation and the meals cooked at the on-site kitchen at the Youth Village.

The guidelines of the commodities agreement require that all donated goods received by the County be used only in meals prepared for eligible children. Since the Sheriff's Central Kitchen operation prepares the same meals for adults and children, we cannot use the donated foods received under the commodities agreement for meals served at the Detention Center, Marzelle C. Hill Transition Center, Letot Center, or Youth Academy. Only the Youth Village, which still prepares evening meals for their residents and the adjacent Lyle B. Medlock Treatment Facility residents, is eligible to receive donated goods.
Renewal of USDA Commodities agreement for 2003-2004

The Juvenile Department can select the commodities which would be most useful to the Youth Village and Lyle B. Medlock Facility, such as frozen meats, fruit juice, flour, rice, canned and frozen vegetables. These are items used frequently in preparing their meals. The agreement does not guarantee that the Youth Village will receive any donated goods, only that the Juvenile Department is eligible if the items become available.

LEGAL INFORMATION

We have provided this agreement to the District Attorney's Office for review. The current NSUBP contract requires that the County also sign a commodities agreement.

FINANCIAL IMPACT

The County expects to receive approximately $12,000 worth of commodities through this agreement between July 1, 2003, and June 30, 2004. Any donated goods received through the commodities agreement will decrease County funds needed for meals. In FY '02, the Youth Village spent $275,418 to provide meals for Youth Village and Medlock Facility. This cost includes groceries (for suppers prepared at Youth Village, milk and snacks) and Sheriff Department's Central Kitchen breakfasts and lunches.

RECOMMENDATION

The Juvenile Department recommends that the attached "Contract Update for Receipt of USDA-Donated Commodities" be approved and that the County Judge be authorized to sign the contract update and related application materials.

Respectfully submitted,

Mike Griffiths
Juvenile Services Director
Contract Update for Receipt of USDA-Donated Commodities
Private Schools and Residential Child Care Institutions (National School Lunch Program)

SECTION 1: Current Information

The following reflects the current information that we have in our files for your institution/school. Please update this information as needed in the box below the label. Please be sure to provide the current School Food Service Director's name and e-mail address if applicable in the space below.

DALLAS COUNTY JUVENILE DEPARTMENT
Federal Tax Id: 756000905
County: DALLAS
Authorized Rep: MARTA BALLESTE
Phone: (972) 698-2234 Fax: (972) 698-5508
Email: mballeste@dallascounty.org
Street Address: 2600 LONE STAR DRIVE, DALLAS, TX 75212-0000
Mail Address: 2600 LONE STAR DRIVE, DALLAS, TX 75212-0000

SECTION 2: Type of School/Institution and Program Information

A. Identify your school or institution type (check one):
   [ ] Public School  [ ] Charter School  [ ] Private School  [ ] Residential Child Care Institution (RCCI)

B. Average Daily Participation in the National School Lunch Program ........................................... 542

C. Number of Operating Days per Year .......................................................... 365

SECTION 3: Commodity Distribution Option - Direct Shipments

Except as provided in "Commodity Distribution Option," a document which is enclosed, applicants that qualify for USDA commodities receive their shares through commercial distribution. To receive shipments of commodities directly from USDA, applicants must meet the requirements provided in "Commodity Distribution Option," including the ability to receive and handle a commodity in truckload quantities.

Does your institution/school wish to apply for direct delivery of USDA commodities? .................................. [ ] Yes  [ ] No

AGREEMENT - The undersigned School/Institution agrees to assume full responsibility for compliance with terms and conditions, as specified by (a) Form 1502, Application and Agreement for Receipt of USDA-Donated Commodities, (b) Form 1499, Commodity Agreement, Terms and Condition, and/or (3) any amendment or addendum as may be required by DHS and agreed to and signed by both parties. This renewal to the permanent contract will remain in effect until terminated by one or both parties. With 30 days notice, either party may terminate the contract for cause. For the faithful performance of the terms and conditions of this renewal, include Form 1499 and any amendment and/or addendum as may be necessary, the parties hereto, in their capacities stated, affix their signatures and bind themselves.

Signature - Authorized Representative
Margaret Keliher, County Judge

TO BE COMPLETED BY TDHS

Signature- DHS Official  Date Approved  Effective Dates of Agreement
SPECIAL NUTRITION PROGRAM
CERTIFICATION OF AUTHORITY

This is to certify that the following person(s):
Name of Authorized Representative (please type or print)  Title
Marta F. Balleste  Deputy Director of Institutions Services

Signature - Authorized Representative

Name of Authorized Representative (please type or print)  Title
Randy Wadley  Assistant Director

Signature - Authorized Representative

is (are) designated as an Authorized Representative of
Name of Contracting Organization
Dallas County Juvenile Department

Address (Street, City, State, ZIP)
2600 Lone Star Dr., Box 5, Dallas, Texas 75212

The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Human Services to operate a food program, to sign documents or reports about the agreement, and to present claims for reimbursement, when appropriate, to the department.

By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named Contracting Organization pursuant to our participation in any and all programs administered by Special Nutrition Programs, TDHS, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements including amendments, that records are/will be available to support any and all claims, and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Official of Contracting Agency (please type or print)  Title
Margaret Keliher  County Judge

Signature - Official of Contracting Agency

DELETED AUTHORIZED REPRESENTATIVES: A contracting organization may not have more than three (3) Authorized Representatives, including the Official of the Contracting Agency. If you are replacing or deleting an Authorized Representative, list the name(s) of the individual(s) to be removed as Authorized Representative(s) below:

Name of Deleted Representative
Lee F. Jackson

Name of Deleted Representative

Date Received

FOR DHS USE ONLY
Contract No.
75.

Received By
Texas Department of Human Services

SPECIAL NUTRITION PROGRAMS
SINGLE AUDIT IDENTIFICATION DATA
For Program Year 2004
(SNP Use Only)

Contractor Name: Dallas County Juvenile Department
Contact Person: Marta F. Balleste
Address: 2600 Lone Star Dr., Box 5, Dallas, Texas 75212
Telephone No.: (214) 698-2234
Texas ID No. (Payee ID No.): 756000905
Contract No.: 75-057046
Contract Fiscal Year End (mm/dd/yyyy): 10/01/03
Type of Contract: Governmental

Check the appropriate box(es) to indicate the type(s) of program(s) in which you currently participate or for which you are applying:

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<th>CASH REIMBURSEMENT PROGRAMS</th>
<th>PROGRAM NOS.</th>
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<td>[ ] CC - CACFP Center</td>
<td>TX -</td>
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<td>[ ] G - Summer Camps</td>
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<td>[ ] SF - Summer Food</td>
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<tr>
<td>[ ] H - Summer Food Service</td>
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<td>TX -</td>
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<tr>
<td>[ ] CS - Commodity Supplemental Food Prog.</td>
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Give the source and amount of any federal funds that your agency expends other than from those programs listed above:

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<th>SOURCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

☐ SINGLE AUDIT EXEMPTION - I certify that I am not required to submit an audit under the Single Audit Act for the following reason(s):
☐ I am a for-profit organization. ☐ I expend less than $300,000 annually in total federal funding.

☐ SINGLE AUDIT ASSURANCE - I understand that if I meet the requirements of the Single Audit Act, I will agree to submit an audit as a condition of eligibility to participate in the Special Nutrition Programs, and that failure to do so as required could result in adverse action, including the withholding of my claim for reimbursement payments and termination of my contract. I also understand that if I am a private non-profit organization subject to the requirements of the Single Audit Act and have a financial audit performed annually, I must also obtain a single audit on an annual basis.

Signature - Authorized Representative: Margaret Keliher
Title: County Judge

Date: March 2001

Form 1569
March 2001
February 5, 2003

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director Communications & Central Services

Subject: Clean Vehicle Program, North Central Council of Governments

BACKGROUND OF ISSUE

In 2001, Dallas County submitted a Project Submittal Form totaling $93,000 to participate in the Clean Vehicle Program. This amount was based on the estimated cost of eligible vehicles to be purchased by the County. The North Central Texas Council of Governments Clean Vehicle Program awarded a potential amount of $74,400 based on eighty percent (80%) of the $93,000 over the program life cycle of 2001-2003. The Clean Vehicle Program funds may be used to pay up to eighty percent (80%) of the incremental cost for OEM propane, natural gas, electric vehicles and other technologies with funding caps of (1) light-duty vehicles not to exceed $12,000 and (2) heavy-duty vehicles not to exceed $100,000. Funds may also be used toward the purchase of neighborhood electric and hybrid electric vehicles at a constant rate of $3,000 per vehicle.

The County purchased 13 qualifying vehicles which were evaluated and approved by the North Central Texas Council of Governments (NCTCOG). Eighty percent (80%) of the total incremental cost as computed by NCTCOG is $75,376. Dallas County is eligible to apply for reimbursement of $74,400 of that amount.

The Texas Department of Transportation will reimburse Dallas County the $74,400 upon receipt of the attached signed "Agreement for Funding of Clean Vehicle Program" and Dallas County Court Order.

IMPACT ON OPERATIONS

Acceptance of the funds obligates the County to operate the vehicle using the alternative fuel for a minimum of ninety percent (90%) of the vehicle miles traveled and travel a minimum of 25,000 service life miles and maintain the vehicle in its fleet for a period of not less than three (3) years. The North Central Texas Council of Governments may request documentation on an annual basis. One of these vehicles is a hybrid-electric, the remainder are dedicated compressed natural gas vehicles and the required mileage and operational period are well within our replacement parameters. As such, no impact on operations is anticipated.
LEGAL INFORMATION

In the event an alternative fuel vehicle funded under this agreement is destroyed or lost through fire, theft, accident or force majeure, the State will not seek reimbursement of funds.

A copy of the agreement has been furnished to the District Attorney Civil Section for review.

FINANCIAL IMPACT

Approval of this agreement will allow Dallas County to receive $74,400 from North Central Texas Council of Governments / Texas Department of Transportation / U.S. Clean Air Act Congestion Mitigation and Air Quality improvement funds.

RECOMMENDATION

Approve the attached "Agreement for Funding of Clean Vehicle Program".
AGREEMENT FOR FUNDING OF CLEAN VEHICLE PROGRAM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State" and the Dallas County, acting by and through its authorized officials, hereinafter called the "Recipient".

WITNESSETH

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991, ("ISTEA") codified under Title 23 U.S.C. Section 101, et seq., establishes the National Surface Transportation System that is economically efficient and environmentally sound, provides the foundation for the nation to compete in the global economy, and will move people and goods in an energy efficient manner; and

WHEREAS, the Transportation Equity Act for the 21st Century ("TEA-21") codified under Title 23 U.S.C. Section 101 et seq., authorizes funds for federal-aid highway, highway safety programs, and transit programs, and for other purposes and extends the aforementioned "ISTEA" program; and

WHEREAS, Title 23 U.S.C. Section 149, establishes a congestion mitigation and air quality improvement program ("CMAQ") to contribute to the attainment of a national ambient air quality standard to be implemented by the States' Transportation Agencies; and

WHEREAS, Title 23 U.S.C. Section 134, establishes that Metropolitan Planning Organizations ("MPO's") and the States' Transportation Agencies develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, "TEA-21", Title I, Section 1101(a)(4) authorizes funding for the Surface Transportation Program for Fiscal Years 1998, 1999, 2000, 2001, 2002 and 2003; and

WHEREAS, Title 23 U.S.C. Section 120, establishes that the Federal share of funding for CMAQ programs will not exceed eighty percent (80%) of the cost of the desired activity; and

WHEREAS, Dallas, Tarrant, Collin and Denton Counties have been designated by the Clean Air Act Amendments of 1990 as an ozone nonattainment area, and thus qualifies for CMAQ funds; and

WHEREAS, the North Central Texas Council of Governments, hereinafter identified as "NCTCOG", as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan area and Denton and Lewisville urbanized areas, has the responsibility for developing transportation control measures for the State implementation plan to assist in the reduction of ozone-forming mobile emissions; and

01/28/03
WHEREAS, a program of converting new and existing vehicles from conventional fuels to alternative fuels is desired, to be hereinafter identified as the "Clean Vehicle Program"; and

WHEREAS, CMAQ funds have been made available to the State through the U.S. Department of Transportation for the advancement of the Clean Vehicle Program; and

WHEREAS, NCTCOG has submitted the Clean Vehicle Program through the Texas Natural Resource Conservation Commission to the U.S. Environmental Protection Agency for incorporation in the State implementation plan to assist in the reduction of ozone-forming mobile emissions; and

WHEREAS, the State and the Recipient desire to enter into this agreement to establish the parties' obligations and responsibilities associated with the Clean Vehicle Program; and

WHEREAS, on the _____ day of ____________________, 20__, the Recipient's ruling board, passed Court Order No. __________, attached hereto and identified as EXHIBIT "A", authorizing the Recipient's participation in the Clean Vehicle Program; and

WHEREAS, on the 29th day of January, 1999, the State's Texas Transportation Commission passed Minute Order No. 107737, attached hereto and identified as EXHIBIT "B", authorizing the Clean Vehicle Program (previously referred to as Alternative Fuels Program) through the State Transportation Improvement Program;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONTRACT PERIOD

This agreement becomes effective on the date of final execution by the State and shall terminate upon project completion unless terminated or modified as hereinafter provided. Recipients will be given 12 months to complete the contracting process with TxDOT and an additional 12 months to begin receiving reimbursements for vehicle purchases.

2. SCOPE OF PROJECT

The Recipient shall agree to the terms and conditions of the Specifications for Public Sector, Non-Transit Clean Vehicles, attached hereto and identified as EXHIBIT "C".

3. FUNDING RESPONSIBILITIES

The maximum amount payable under this cost reimbursement agreement is $74,400.00 for the purchase of no more than 31 vehicles. These amounts are based on the CMAQ Clean Vehicle Project.
Submittals, attached hereto and identified as “Attachment 1”. The Recipient will be responsible for securing the non-federal funding share required for financing the Clean Vehicle Program. The Recipient shall comply with the cost principles established in OMB Circular A-87, "Cost Principles for State and Local Governments".

4. REIMBURSEMENT

The State will reimburse the Recipient for properly supported costs incurred under the terms and conditions of this agreement. The reimbursement of costs will only include those applicable federal participating funds. The Recipient shall submit the State's Form 132, Billing Statement to the following address: Ms. Rhonda Poole, Texas Department of Transportation, P.O. Box 3067, Dallas, Texas 75221-3067. All billing statements shall be properly documented, summarizing the costs by description of work performed and other incidental costs. The Recipient shall provide an invoice showing vehicle cost, the incremental cost for the alternative fuel system, the total as bid by the recipient, less any rebates and/or incentives for the installation of the alternative fuel system. The State will make payment to the Recipient within thirty (30) days from receipt of the Recipient's request for payment, provided that the request is properly prepared, executed, and documented. Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement.

If applicable or necessary the State will prepare a final audit upon completion of the services authorized herein or at any time an audit is deemed to be in the best interest of the State.

5. TERMINATION

This agreement may be terminated by one of the following conditions:

(1) By mutual agreement and consent of both parties.
(2) By the State, upon thirty (30) days written notice to the Recipient as a consequence of failure by the Recipient to perform the services and obligations set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Recipient as determined by the State.
(3) By either party, upon thirty (30) days written notice to the other.

Termination of this agreement shall extinguish all rights, duties, obligations or responsibilities established under this agreement. The Recipient will not incur any costs eligible for reimbursement during the thirty (30) day notice periods established hereinabove.

6. INDEMNIFICATION

The Recipient acknowledges that it is not an agent, servant, or employee of the State, and that it is responsible for its own acts and deeds and for those if its agents or employees.

7. REMEDIES

Violation or breach of contract terms by the Recipient shall be grounds for termination of the agreement, and any increased cost arising from the Recipient's default, breach of contract, or violation of terms shall be paid by the Recipient. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.
8. AMENDMENTS

Changes in the time frame, character, responsibilities, or obligations authorized herein shall be enacted by written amendment. Both parties must execute any amendment to this agreement.

9. SUBLETTING

The Recipient shall not assign or otherwise transfer its rights or obligations under this agreement without the prior written consent of the State.

10. INSPECTION OF RECIPIENT RECORDS

The State will, for purpose of termination of the agreement prior to completion, examine the books and records of the Recipient for the purpose of checking the amount of the costs incurred by the Recipient at the time of contract termination. The Recipient shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, Federal Highway Administration (FHWA) or its duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of final payment under this contract or until impending litigation is resolved. Additionally, the State, FHWA and its duly authorized representatives shall have access to all records of the Recipient which are directly applicable to this agreement for the purpose of making audits, examinations, excerpts and transcriptions.

11. LEGAL CONSTRUCTION

In case any 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 shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. AUDIT REQUIREMENTS

The Recipient shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in paragraphs 6, 8 and 9 of OMB Circular No. A-128.

13. COMPLIANCE WITH LAWS

The Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, administration bodies, or tribunals in any matter affecting the performance of the agreement.
14. NOTICES

All notices or documentation to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<table>
<thead>
<tr>
<th>State</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Jay R. Nelson, P.E.</td>
<td></td>
</tr>
<tr>
<td>District Engineer</td>
<td></td>
</tr>
<tr>
<td>Texas Department of Transportation</td>
<td></td>
</tr>
<tr>
<td>4777 E. Highway 80</td>
<td></td>
</tr>
<tr>
<td>Mesquite, Texas 75150-6643</td>
<td></td>
</tr>
</tbody>
</table>

All notices and documentation shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

15. SOLE AGREEMENT

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

16. COMPLIANCE WITH SPECIFIC FEDERAL REQUIREMENTS

In complying with laws, the Recipient will comply with federal civil rights laws (49 CRF Part 21 and 23 CFR Subchapter C) and Equal Employment Opportunity laws (41 CFR 60) and with Minority Business Enterprise requirements (49 CFR 26) as applicable and to the extent these laws and requirements are not in conflict with or considered unconstitutional under case law. The Recipient will utilize these vehicles in accordance with Federal Property Management Standards (49 CFR 18.36).
IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

__________________________________
Recipient

By:__________________________________

__________________________________
Typed Name

__________________________________
Title

__________________________________
Date

ATTEST:

__________________________________

THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of activating and carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By:__________________________________
   Jennifer Soldano
   Director, Contract Services Office

01/28/03
The UNIFIED TRANSPORTATION PROGRAM (UTP) of the Texas Department of Transportation (the "department") is a ten-year plan which authorizes project planning, development and construction and is submitted to the Texas Transportation Commission (the "commission") for approval on an annual basis.

Minute Order 102992, dated November 30, 1993, approved the handling of several of the categories of the UTP as bank balance programs and directed that any future program amounts and allocation formulas for the bank balance allocation programs be returned to the commission for approval.

IT IS THEREFORE ORDERED by the commission that the annual program amounts and allocation formulas listed in the following Exhibits be approved, and that projects be developed in these programs on an as-needed basis:

Exhibit A - Category 2, Interstate Maintenance
2003 Interstate Rehabilitation Program

Exhibit B - Category 3, National Highway System
2003 National Highway System Rehabilitation Program

Exhibit C - Category 4, Surface Transportation Program (STP)
2001-2003 Federal Hazard Elimination Program
2000 Federal Railroad Signal Program
2001-2003 Federal Railroad Signal Program
2003 STP Metro Mobility/Rehabilitation Program
2003 STP Urban Mobility/Rehabilitation Program
2003 STP Rural Mobility/Rehabilitation Program
2003 STP Urban/Rural Rehabilitation Program

Exhibit D - Category 5, Congestion Mitigation and Air Quality
2003 Congestion Mitigation and Air Quality Program

Exhibit E - Category 7, State Preventive Maintenance
2001-2003 Preventive Maintenance Program

Exhibit F - Category 8, State Farm to Market Roads
2001-2003 Farm to Market/Ranch to Market Road Rehabilitation/Restoration Program

Exhibit G - Category 9, State Park Roads
2002-2004 State Park, Fish Hatcheries, Wildlife Management Area and Support Facility Program
TEXAS TRANSPORTATION COMMISSION

VARIOUS County

District VARIOUS

Exhibit H - Category 10, State Rehabilitation of Signs, Signals and Pavement Markings
   2001-2003 Traffic Control Devices Program
   2001-2003 Rehabilitation of Traffic Management Systems Program

Exhibit I - Category 11, State District Discretionary
   2001-2003 District Discretionary Program

Exhibit J - Category 13, North American Free Trade Agreement (NAFTA) Discretionary
   2001-2003 Discretionary Program for NAFTA Related Projects

Exhibit K - Category 14, State Rehabilitation/Restoration
   2001-2003 State Rehabilitation/Restoration Program

Exhibit L - Category 16, Miscellaneous
   2000-2002 Railroad Grade Crossing Replanking Program
   2000-2002 Railroad Signal Maintenance Program
   2001-2003 Construction Landscape Program
   2001-2003 Landscape Cost Sharing Program
   1999-2001 Landscape Incentive Awards (Governor’s Community Achievement Awards)

The executive director is hereby authorized to proceed in the most feasible and economical manner with project development as approved herein to include any necessary agreements, right of way acquisition, utility adjustments, relocation assistance and construction.

Submitted and reviewed by:

Director, Transportation Planning and Programming Division

Recommended by:

Executive Director

Minute Number 107737

Date Passed JAN 29 99
EXHIBIT “C”

SPECIFICATIONS FOR PUBLIC SECTOR, NON-TRANSIT
ALTERNATIVE FUEL AND ADVANCED TECHNOLOGY VEHICLES

FUNDING

The funds provided by the State under the “Agreement for Funding Clean Vehicles Program,” hereinafter referenced as the “Agreement,” will be used to reimburse the Recipient for costs incurred for the incremental cost of the purchase of a new alternative fuel or advanced technology vehicle or conversion of an existing vehicle to operate on an alternative fuel.

The “Incremental Cost” is defined as:

• The cost of a certified conversion of an existing vehicle to use at least one alternative fuel.

• The additional cost of an alternative fuel system on new vehicles which may be purchased by the Recipient over the normal cost of the same make and model vehicle to operate on a conventional fuel.

• Supplemental capital costs relating to costs associated with alternative fuel vehicle. (e.g., additional tanks or canisters, air boxes, etc.)

The maximum available funding eligible for reimbursement for each approved vehicle type is derived from the programmed funding tables approved by the Regional Transportation Council, attached hereto and identified as Attachment “1”. The amounts established in Attachment “1” shall include the cost of the actual installation of the alternative fuel system, the cost associated with the emissions tests and applicable costs incurred by the Recipient in implementing the Clean Vehicles Program. Under no circumstances will the federal reimbursable share exceed 80 percent of the total incremental cost.

Vehicles operating on the following fuel types are eligible for funding under the Clean Vehicles Program:

• Natural gas – Compressed natural gas (CNG) or liquefied natural gas (LNG)
• Propane (LPG)
• Electricity
• Ethanol
• Methanol
• Hybrid electric

VEHICLE CONVERSION REQUIREMENTS

The vehicle must be registered and based in the Dallas-Fort Worth nonattainment area to qualify for funding under the Clean Vehicles Program. The Recipient will provide the State written verification of existing or planned alternative fuels stations from which the Recipient plans to obtain the required fuels. The verification must be submitted to the State prior to the State’s issuance of the Work Order. The conversion kit for the alternative fuel must be in compliance with the certification process required by the U.S. Environmental Protection Agency.
An emissions test demonstrating air quality benefits will be required by the State for each vehicle at the time of conversion. The emissions test must measure volatile organic compounds and nitrogen oxides in the loaded mode (e.g., IM240 or similar). When appropriate, tests before and after the conversion is performed should be conducted. Until the IM240 or similar test is available, emission tests using existing technology (e.g., four-gas analyzer, Bar-90) will be acceptable. As a minimum, the emissions with the alternative fuel in use must meet the traditional fuel emission standards for the model year and classification of the vehicle. Bi-fuel vehicles must be tested in operation on both the traditional and alternative fuel. The State has made arrangements with the North Central Texas Council of Governments ("NCTCOG") to act as its representative to review and approve various tests and reports required under the agreement. The Recipient will forward the emissions test documentation directly to NCTCOG at the following address:

North Central Texas Council of Governments
616 Six Flags Drive, Centerpoint Two
P.O. Box 5888
Arlington, Texas 76005-5888

The State's reimbursement of funds to the Recipient will be determined by the approval of the emissions test.

**FUEL/VEHICLE USE REQUIREMENTS**

Regardless of the age of the vehicle at the time of conversion, the Recipient will be required to operate the vehicle using the alternative fuel for a minimum of ninety percent (90%) of the vehicle miles traveled and travel a minimum of 25,000 miles (service life) and maintain the vehicle in its fleet for a period not less than three (3) years. Documentation verifying the usage requirements established hereabove may be requested by the NCTCOG on an annual basis or at any time required by the State and/or NCTCOG. If records are not provided to the NCTCOG by the Recipient or the records which have been provided by the Recipient reveals that the vehicles have not met the usage requirements established in this agreement, funding for future vehicles under the Clean Vehicles Program may not be allocated. Adjustments for idling vehicles will be made on a case by case basis. NCTCOG has the option to grant waivers for special cases.

In the event an alternative fuel vehicle funded under this agreement is destroyed or lost through fire, theft, accident, or force majeure, the State will not seek reimbursement of funds. However, should the Recipient decide to sell the vehicle or otherwise voluntarily take it out of service, a prorated amount of funds provided under this program will be refunded by the Recipient to the State. The amortized amount of the refund will be based on the number of months the vehicle was driven on the alternative fuel (up to 36 months) for at least ninety percent (90%) of the vehicle miles traveled during each month.

**OWNERSHIP AND DISPOSITION**

At the end of the three (3) year operation period, the ownership and disposition of the alternative fuel conversion equipment purchased under the agreement will be assumed by the Recipient. Continued use of the alternative fuel vehicles by the Recipient is highly encouraged.
February 5, 2003

To: Commissioners Court
Through: Dan Savage, Assistant Administrator for Operations
From: Chris Thompson, Director, Communications & Central Services
Subject: Department of Information Resources Telecommunications Services Division
Service Agreement

Background of Issue
A recent reorganization of State offices placed telecommunication issues (i.e., TEXAN services) in the Department of Information Resources/Telecommunications Services Division (DIR/TSD). As this is a new department, DIR/TSD is asking that all previous TEXAN service agreements be reaccomplished.

This briefing presents the new service agreement for approval.

Impact on Operations
Dallas County uses TEXAN services to provide two long haul circuits. One links the County Clerk’s office to Austin to access vital statistics data and the second provides access for the Tax Office to motor vehicle records.

This agreement covers these circuits with no change in service. Once the agreement is approved, it is renewed annually with the issuance of a purchase order.

Legal Impact
A copy of the agreement was provided the Civil District Attorney for review.

Recommendation
Approve the attached service agreement.

CT/sh
Attachment
Department of Information Resources
Telecommunications Services Division
SERVICE AGREEMENT

This service agreement is between the Department of Information Resources/Telecommunications Services Division (DIR/TSD) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/TSD Responsibilities

1.1 DIR/TSD agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter “services”).

1.2 DIR/TSD will assist and advise the Customer in determining the best and most economical usage of services.

1.3 DIR/TSD will bill monthly for services as required and respond to inquiries regarding Customer's bill. DIR/TSD shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 The Customer will provide Purchase Orders (PO’s) to DIR/TSD, for services, as ordered, which shall be valid for the entire term of this Service Agreement. Customer shall comply with the DIR rules applicable to the Telecommunications Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/TSD so as to avoid delaying DIR/TSD in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner, the type of service desired and provide DIR/TSD with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/TSD promptly informed of its billing contact, address, telephone numbers, Purchase Order numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties which delay DIR/TSD in the delivery of ordered services is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of receipt of an invoice or voucher prepared by DIR/TSD. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/TSD hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer shall be responsible for issuing and maintaining the status of PO’s. Customer agrees it has no rights to setoff against bills received from DIR/TSD. Customer’s covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any
claim it may have now or in the future against DIR/TSD for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/TSD. Services will terminate without liability to DIR/TSD should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect for the period through the end of the state’s current fiscal year. The Service Agreement is annually renewable by the timely issuance of a PO by Customer, received prior to the end of the current contract term. In the event a new PO is not received in a timely manner, services will continue on a month-to-month basis until a new Purchase Order is received or termination of the Service Agreement is effected by compliance with Article V. hereof.

IV. Billing

4.1 Under the new billing system, scheduled to be operative during the summer of 2002, DIR/TSD's first month's billing for any circuits provisioned will commence on the date provisioning is completed. For all bills issued under the legacy billing system, the first month's bill will be for the entire month regardless of the day of the month provisioning is completed.

4.2 Under the new billing system, scheduled to be operative during the summer of 2002, DIR/TSD will cease billing circuits on the date disconnection is completed. For all bills under the legacy billing system, the last month's billing for circuits will be waived regardless of the day of the month the disconnect request is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.5, of the Texas Administrative Code: inquiries, corrections, changes or modifications by Customers to the TEX-AN bill must be made in writing to the DIR/TSD within 60 days of issuance of bill. Any adjustments to the bill will be made in the subsequent billing period. This rule is being revised. Under the new version of the bill, which should be in effect before the end of September of 2002, the customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 TSD may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. TSD may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/TSD no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/TSD of any changes to ordered services. If DIR/TSD does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/TSD.

2

T:tele/service agreement072302revisionsrulechange
5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/TSD and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/TSD upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/TSD up to the date of cancellation. DIR/TSD will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/TSD relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/TSD makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/TSD is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/TSD has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at www.texan.state.tx.us. Inquiries regarding this Service Agreement may be directed to DIR, Support Services Division, at (512) 463-3263.
Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: __________________________

BY: __________________________

NAME: __________________________

TITLE: __________________________

DATE: __________________________

DEPARTMENT OF INFORMATION RESOURCES

BY: __________________________

NAME: Eddie Esquivel, Director

TITLE: Telecommunication Services Division, DIR

DATE: __________________________
DATE: February 5, 2003

TO: The Honorable Commissioners Court

FROM: Paul Franko, Buyer

SUBJECT: Annual Contract for Food Service Casings – Bid # 2003-039-1274

BACKGROUND/ISSUE
On December 31, 2002 the Commissioners Court authorized the Advertisement and solicitation of Bid #2003-039-1274 (Annual Contract for Food Casings). nine (9) bid packages were sent to potential bidders with two (2) vendors responding with bonafide offers. The food casings must work with all related foods used in the Cook-Chill facility at a high range of cold and hot temperatures. Cyrovac Division Sealed Air Corporation met these requirements and proved to be the low bidder. Below is the evaluation:

**Item 1 – Kettle Pump Bags**

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Total</th>
<th>Award Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) M&amp;Q Plastic Products</td>
<td>$58,560.00</td>
<td>88% Failure rate for hot foods.</td>
</tr>
<tr>
<td>2) Cryovac Sealed Air</td>
<td>$60,000.00</td>
<td>Lowest compliant bidder.</td>
</tr>
</tbody>
</table>

**Item 2 – Cook Tank Bags**

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Total</th>
<th>Award Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Cryovac Sealed Air</td>
<td>$8,655.00</td>
<td>Low bid</td>
</tr>
</tbody>
</table>

**Item 3 – Lettuce Vacuum Storage Bags**

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Total</th>
<th>Award Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Cryovac Sealed Air</td>
<td>$5,090.00</td>
<td>Low bid</td>
</tr>
</tbody>
</table>

**Item 4 Overwrap Film**

No bid

**Item 5 Tipper Ties**

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Total</th>
<th>Award Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Cryovac Sealed Air</td>
<td>$6,862.50</td>
<td>Low Bid</td>
</tr>
</tbody>
</table>

The sample provided by M&Q is not acceptable. The casings were satisfactory when used for cold food products. However when hot products in the range of 180 – 200 degrees Fahrenheit were pumped into the bags, they swelled then burst in the tumble chiller. The 88% failure rate crated not only loss of product, but loss of labor time, it took approximately one hour to clean the tumble chiller, a direct result of the failed bags.
FINANCIAL IMPACT
The total financial obligation to Dallas County is approximately $24,000.00 (based on a two- (2) year average) for one (1) year depending on orders placed and invoiced during this period. Items 1,3,5 placed with Cryovac Sealed Air Corporation reflect a 2% reduction in contract price compared to last year’s bid, however since the winner of last year’s bid on item 2 did not participate the overall value of the contract represents a 3.5% increase in total contract price.

RECOMMENDATION
The Purchasing Department in conjunction with the Sheriff Cook-Chill Department recommends that Bid No. 2003-039-1274 “Annual Contract for Food Service Casings” be awarded to Cryovac Sealed Air Corporation according to the evaluation outlined above.

Should the Court concur with the recommendation, a court order has been submitted for approval.

Recommended for Approval by:

Phillip J. Vasquez, Purchasing Director

Diane Bronar Skipworth
MEMORANDUM

TO: The Honorable Commissioners Court

FROM: Willa Roberts, Purchasing Supervisor

SUBJECT: Award to other than the lowest bidder “Purchase of Crack Sealant Machine”
Bid No. 2003-051-1287

BACKGROUND/ISSUE

On February 3, 2003, the Commissioners Court, at their regularly scheduled session, authorized Bid No. 2003-015-1287 “Purchase of Crack Sealant Machine”, to be opened.

Two bids were received as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnsco, Inc.</td>
<td>$27,341.00</td>
</tr>
<tr>
<td>Crafco Texas, Inc.</td>
<td>$40,280.00</td>
</tr>
</tbody>
</table>

Specifications for a Trailer Mounted Crack Sealer listed 84 compliance issues for the product bid. Barnsco, Inc. took exception to 11 of the 84 issues. Crafco Texas, Inc. took no exceptions to the bid.

The majority of the exceptions taken by Barnsco, Inc. are minor. However, Road & Bridge Dist. No. 2 has concerns with the exceptions taken in regards to the pumping unit and tank size bid by Barnsco, Inc.

Bid specifications specifically request a pumping unit that is submerged inside the tank of the unit. The pump bid by Barnsco, Inc. is not submerged, but is mounted on the curbside of the tank. The crack sealing machine is used to heat latex crack sealing material to a high temperature to seal cracks in the roadway. If the material gets cold it will not stick into the cracks. A pump that is not submerged will cause problems in heating and cooling of the material. There is also, a safety issue, should a hose break the material could get on someone before the pump could be shut off causing serious injury. With the Crafco machine the pump is not running all of the time, it only runs when the trigger on the wand is pressed. To stop the material from coming out you only have release the trigger on the wand.

The equipment proposed by Barnsco, Inc., has never had a compressor before, this is a new item for them. This equipment has not been tested on the open market and there are some safety concerns.

Barnsco, Inc. is non-compliant with bid specifications with specific regard to the submerged tank and tank size as well as ten other minor requirements.

FINANCIAL CONSIDERATIONS

The product bid by Crafco Texas, Inc. is $12,939 higher that the non-compliant product bid by Barnsco, Inc. Funds are available to purchase the compliant product bid by Crafco Texas, Inc. for the amount of $40,280.00.

The equipment proposed Barnsco, Inc. is the lowest bid, however, the cost to re-do the crack sealing would in the long run exceed the savings of $12,939.00. Because the pump is not submerged, and is mounted on the curbside of the tank could cause the material to get cold and not stick causing the jobs to have to be re-done.
RECOMMENDATION:

It is the recommendation of the Purchasing Department in conjunction with Road & Bridge District #2 that the Dallas County Commissioners Court authorizes the award of Bid No. 2003-051-1287 “Purchase of Crack Sealant Machine” to Crafco, Texas, Inc. the lowest compliant bidder for the total amount of $40,280.00.

Approved by:

[Signature]
Phillip Vasquez, Purchasing Director
February 11, 2003

TO: The Honorable Commissioners Court
FROM: Scott McDowell, Senior Buyer
SUBJECT: Contract extension, Request for Proposal for Psychological Screening and Counseling Services for Law Enforcement Personnel (Sheriff's Department), RFP No. 2001-087-812

BACKGROUND/ISSUE

The Dallas County Commissioners Court awarded RFP No. 2001-087-812, Request for Proposal for Psychological Screening and Counseling Services for Law Enforcement Personnel (Sheriff's Department) to S.A. Somodevilla, Ph.D., Clinical Psychologist, for a one year period on March 13, 2001 and authorized a one year extension per Court Order 2002-476 on March 12, 2002.

The contract is for psychological counseling, screening, assessment and evaluation of law enforcement applicants for the Sheriff's Department. The contract also includes psychological counseling, assessment, training and education services for current law enforcement personnel and their families in the Sheriff's Department. In accordance with contract terms and mutual agreement by all parties, the contract may be extended for one additional year based on the original terms and conditions set forth in the RFP. As a result of S.A. Somodevilla's compliance with contract specifications and satisfactory performance, it is the recommendation of the Sheriff's Department that Dallas County exercise the second and last extension option of the contract. S.A. Somodevilla has agreed to extend the contract and is in compliance with contract insurance requirements.

FINANCIAL IMPACT

The cost of the contract is $2,200.00 per month.

RECOMMENDATION

The Purchasing Department and the Sheriff's Department recommend the final twelve month extension of RFP No. 2001-087-812, Request for Proposal for Psychological Screening and Counseling Services for Law Enforcement Personnel, with S.A. Somodevilla, Ph.D., Clinical Psychologist, for the period of March 13, 2003 through March 12, 2004.

Should the Court concur with the recommendation, a Court Order will be scheduled for the next regular agenda.

RECOMMENDED FOR APPROVAL

Phillip J. Vasquez, Purchasing Director/sm

509 Main Street, Suite 623
Dallas, Texas 75202-4616

Office (214) 653-7431
February 3, 2003

Scott McDowell
Purchasing Department
Dallas County
Dallas, Texas

Dear Mr. McDowell:

As per today's phone conversation, I am interested in having my contract extended for one more year in order to continue providing psychological services to the Dallas County Sheriff's Department. This would be under the terms and conditions of the present contract.

Thank you for your assistance on this matter and if you need to contact me please do so at your convenience.

Sincerely,

S. A. Somodevilla, Ph.D.
Consulting Psychologist

/rls
THIS PAGE WAS PURPOSELY OMITTED
Date: February 5, 2002
To: Members of Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources/Civil Service
Subject: Request for Temporary Exception to the Residence Requirement – Truancy Court

Background
Commissioners Court Administration is requesting a temporary exception to the Residence Policy (sections 86-191 to 86-200) for a candidate selected for the position of Truancy Court Manager. The candidate is a current Dallas County employee who resides in Arlington, Texas, in Tarrant County. The temporary exception would allow the candidate an opportunity to relocate to Dallas County. The selected candidate fully intends to comply with the Dallas County residence requirement within twelve months of employment.

Court Administration has determined that the selected candidate is the best fit for the position.

Impact on Operations
Any continued vacancy for this position will adversely affect the department’s objectives set by Commissioners Court.

Financial Impact
There is no additional financial impact associated with this request.

Recommendation
The Human Resource Department recommends Commissioners Court approve a temporary exception to the Residence Policy for a period not to exceed twelve (12) months. This will allow the candidate ample time to relocate to Dallas County. If the residence requirement has not been satisfied by the end of the twelve (12) month period, the employee would be terminated from the position of Truancy Court Manager.

Recommended by: [Signature]
Mattye Mauldin-Taylor, Ph.D.
From: Traci Enna
To: Kathleen Shields
Date: Wed, Feb 5, 2003 8:40 AM
Subject: Re: exception

On behalf of Commissioners Court Administration and Commissioners Court, we would like to make the request for a residence exception for Etho Pugh, currently employed at the Juvenile Department, and who has been selected—pending approval by the Court—as the replacement for the Truancy Court Manager. Let me know if you need anything further.

Traci Enna
Commissioner Cantrell's Office

>>> Kathleen Shields 02/05 8:05 AM >>>
If you will send me an email this morning requesting the residence exception and the reason, I will see that it is briefed for next week. Thanks. If you have questions, give me a call at 6060.

kat

Kathleen M Shields, Assistant Director
Human Resources/Civil Service
214.653.6060 phone
214.653.7616 fax
www.dallascounty.org

CC: Allen Clemson
The Governance Committee recommends that 14 computer related FY2003 replacement requests for a total of $101,974 be funded from the County Replacement Fund, Department 9940.

**Background:**

All replacement computer related requests submitted to the Budget Office as part of the FY2003 budget process were forwarded to I.T. Services/SchlumbergerSema for review. These requests were scored by the M.I.S. Director according to an established scoring system used in previous years to rank all computer related requests.

The lists and all supporting detail were distributed to members of the Governance sub-committees and the full Governance Committee. After discussion, the Governance Committee voted to recommend the following:

- Approve the projects within the sequence numbers 1-14 with funding from the:
  - County Computer Replacement Fund, Department 9940, in the amount of $85,000
  - Major Technology fund (Fund 195), Computer PIR Project (92014), in the amount of $20,375.
Financial Impact/Considerations:

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

<table>
<thead>
<tr>
<th>Request No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>#FY2003-030</td>
<td>Replacement Dispo Printers</td>
<td>$1,000</td>
</tr>
<tr>
<td>#FY2003-117</td>
<td>Technology Training Center Computer</td>
<td>$25,665</td>
</tr>
<tr>
<td>#FY2003-008</td>
<td>Five Standard Desktop Computers</td>
<td>$9,905</td>
</tr>
<tr>
<td>#FY2003-020</td>
<td>Standard Desktop Computer w/Corel WP &amp; Office Pro</td>
<td>$2,262</td>
</tr>
<tr>
<td>#FY2003-042</td>
<td>Ten Standard Desktop Computers</td>
<td>$19,190</td>
</tr>
<tr>
<td>#FY2003-087</td>
<td>ID Card Computer and Printer</td>
<td>$7,271</td>
</tr>
<tr>
<td>#FY2003-013</td>
<td>Enhanced Desktop Computer</td>
<td>$2,271</td>
</tr>
<tr>
<td>#FY2003-014</td>
<td>Replacement Computer and Notebook Computer</td>
<td>$4,019</td>
</tr>
<tr>
<td>#FY2003-021</td>
<td>Enhanced Desktop Computer w/Corel WP &amp; Office Pro</td>
<td>$2,845</td>
</tr>
<tr>
<td>#FY2003-022</td>
<td>Two Desktop Computers and One Printer</td>
<td>$6,832</td>
</tr>
<tr>
<td>#FY2003-031</td>
<td>Two Replacement Mainframe Printers</td>
<td>$1,000</td>
</tr>
<tr>
<td>#FY2003-040</td>
<td>Three Standard Desktop Computer and Printers</td>
<td>$7,482</td>
</tr>
<tr>
<td>#FY2003-041</td>
<td>Two Standard Desktop Computers</td>
<td>$5,138</td>
</tr>
<tr>
<td>#FY2003-081</td>
<td>Four Computers + Access</td>
<td>$7,904</td>
</tr>
<tr>
<td><strong>Total One Time Cost</strong></td>
<td></td>
<td><strong>$101,974</strong></td>
</tr>
</tbody>
</table>

Funding:

The FY2003 budgeted amount for replacement requests from the County Replacement Fund, Department 9940, is $85,000. An additional $20,375 is available in the Major Technology Fund.

Projected Schedule:

This equipment will be installed by SchlumbegetSema as part of the services under their existing Contract at no additional cost to the County.

Recommendation:

The Governance Committee recommends that Commissioners Court approve computer replacement PIRs for various County Departments for a total cost of $101,974 with funding from General fund (Fund 120), Computer Replacement department (Dept. 9940), FY2003, Hardware account (8630) in the amount of $85,000 (120.9940.8630.2003) and funding from the Major Technology Fund (Fund 195), Computer PIR Project (92014), in the amount of $20,375 (195.0.92014.2003).
## PROGRAM IMPROVEMENT REQUEST

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>District Clerk - Criminal Court</th>
<th>Budget No.</th>
<th>4020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Replacement of Dispo Printers in CDC and CDC 2</td>
<td>Request Type</td>
<td>R</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

### Description of Need and Justification

The District Clerk's Criminal Courts are requesting the replacement of two (2) Disposition Printers for CDC and CDC 2. The Dispo Printers serve as the communication link between the Courts and the Lew Sterrett Jail. Both of the Dispo Printers have been fixed on numerous occasions; however, both printers continue to jump off track. In addition, the printers "eat up" the ribbons. Replacement ribbons for the CDC printer are extremely difficult to find. Replacement ribbons for the CDC 2 printer are no longer made by the manufacturer.

Other Departments as well as the District Clerk depend on the receipt of information from the Dispo Printers. When the Dispo Printers are not functioning properly, the Clerks must manually write the Dispos. This can create a backlog in releases at the Jail as well as the potential of someone being improperly released from the Jail. In addition, the dispos alert the Warrants section of the Sheriff's Office when a warrant has been recalled. Untimely notification due to having to manually write the recall can lead to the arrest of an individual who otherwise should not have been arrested because the warrant was recalled.

### Expected Benefits

The clerks process approximately 20 to 40 Dispos a day. It is extremely beneficial to the County to replace the printers to avert the problems that can be created when timely notification is not received by the jails.

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>Jim Paulin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Contact Person</td>
<td>Sharon Camarillo</td>
</tr>
<tr>
<td>Phone</td>
<td>6362</td>
</tr>
</tbody>
</table>

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management ContROLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Avoidance</td>
<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Cost Recapture</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>
**PROGRAM IMPROVEMENT REQUEST**  
**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>IT Services/ACS</th>
<th>Budget No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Technology Training Center PC's</td>
<td></td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Request Type</td>
</tr>
<tr>
<td>Description of Need and Justification</td>
<td>The Technology Training Center has been effective in changing with the trends in Dallas County. The services provided have assisted in keeping employees abreast of the changes in technology and afforded them the opportunity to effectively utilize various pieces of software to automate their office processes. With technology on the rise and the need for automation growing, it is inevitable to keep the hardware and software updated to meet these demands. As a result of staying abreast of the changes in technology and the newly approved county standards for FY03, it is necessary to upgrade the hardware and software in the Technology Training Center. The Technology Training Center currently has Dell Optiplex GN Plus computers with 32 MB RAM. The recommended memory for running the Office 2000 packages is 128 MB RAM. Since the Training Center is also utilized for other internal training, testing, and implementation of major projects, periodical upgrades of hardware and software are necessary. On behalf of Dallas County, ACS/IT Services is requesting consideration for 11 enhanced PC's with dual drives and the InfoSource Presenter Series training materials for Office 2000 to successfully train on the new county standards.</td>
<td></td>
</tr>
<tr>
<td>Enhanced PC's with Software License Cost</td>
<td>11 PC's</td>
<td>$1565 Each</td>
</tr>
<tr>
<td>InfoSource Presenter Series License for 13 Titles</td>
<td>13 Titles</td>
<td>$8450 for 1 yr</td>
</tr>
</tbody>
</table>
| Expected Benefits | 1. Offices receiving the new standards can utilize training with the county and reduce the need for outside-vendor training.  
2. More customized training programs can be offered to offices with major rollouts.  
3. Inter-Office training can be done in the training facility reducing the need for outside facilities. |
| Multi-Use Systems | New PC's will be made available to other county offices for customized training and room utilization for interoffice training. |
| Critical System Upgrade | Replacing the equipment and acquiring the new material are vital in the day-to-day operations of the county employees. |
| Department Head Signature | Priority |
| Department Contact Person | Phone |
| Rec'd by Office of Budget and Evaluation | Rec’d by Data Services |
| Scoring (by Governance Committee) | Cost Savings | Improved Management Controls |
| | Cost Avoidance | Multi-Use Systems |
## PROGRAM IMPROVEMENT REQUEST
### COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>County Clerk</th>
<th>Recording</th>
<th>Budget No.</th>
<th>4031</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Data Center Capacity Planning</td>
<td>Request Type</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Description of Need and Justification

Replace five CRT with five PC for accessing for user research/add/delete/correct. The PCs will need current word/office software for office needs. Internet access and groupwise is needed for two of the five. The supervisor and assistant supervisor need Internet and groupwise access. The current CRTs are out dated. The clerks are not able to prepare documents or store forms. The clerks are using typewriters to create or retype forms. A PC with proper software will assist with utilizing time in form preparation, creations and updates. The Supervisor and Asst. Supervisor need to have the ability to contact other-agencies via e-mail. This department has eight substation within Dallas County that need contacting periodically for changes or issues dealing with birth, death and marriage license issues. Instead of making eight different phone calls or delays in using in house mail, they will be able to send one e-mail to all parties with verification of receipt. This will assist the clerks in utilizing their time with one contact instead of eight or more. Assigned clerks need to e-mail the Texas Department of Health on vital statistic issues and request required supplies from the TDH warehouse. This will save in long distant calls. The Supervisor and Assistant clerk need the capability to visit the TDH, Attorney General web pages to assist with current changes in paternity issues and other issues that effect the registering of original birth records. Clerks are required to be certified by the Attorney General's office in order to assist unwed parents with information on birth records.

### Expected Benefits

Replacing the CRT with an updated PC will provide current software for office needs. This will save time in form preparation, creation and updating. The clerks will not have to retype forms when changes are needed. They will be able to access the file with the form to make necessary changes. The supervisor and asst. supervisor will have the capability to contact the Texas Department of Health and the eight substations located in Dallas County via e-mail on vital statistic issues. They will also have the capability to order required supplies from the Texas Department of Health and the Attorney General's office. Without this capability they are making long distant calls or accessing the manager's PC.

This improvement request is for the Vital Statistic Department of County Clerk Office.

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Controls</td>
</tr>
<tr>
<td>Cost Avoidance</td>
<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Cost Recapture</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

Form J FY2001
# COMPUTER HARDWARE AND SOFTWARE  
## Page 1 of 1

<table>
<thead>
<tr>
<th>Department</th>
<th>DISTRICT CLERK - 4020</th>
<th>Budget No.</th>
<th>4020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>PC Replacements - 1</td>
<td>Request Type</td>
<td>R.S.</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

### Description of Need and Justification

Personal computer id numbers ZCJZ, a Pentium processor, does not have the speed or capacity to support the software needs of the Accounting Section of the Trust Division. During this fiscal year the Accounting Section has moved to the utilization of the Oracle DMS deposit system. Since the existing PC was never intended for memory user programs such as Oracle or multitasking, the system locks up on a routine basis. Our office has removed pre-existing software in an effort to improve the performance but it has had little impact. This position interfaces with the Auditor's Office, and Treasurer's Office on District Clerk deposits. In addition the accountant interfaces with law firms and the general public on accounting issues. Speed and accuracy are critical for timely deposits and responses to requests made. The replacement of this PC will ensure that the accountant has the tools required to perform her daily functions.

1 Personal Computers @ $1,819.00 each = $1,819.00
1 Microsoft Office Professional Licenses @ $334.00 each = $334.00
1 Corel WordPerfect Software Licenses @ $131.00 each = $131.00

**Total Cost = $2,284.00**

### Expected Benefits

The acquisition of this personal computer will provide the accounting clerk the hardware necessary to complete her job responsibilities as required. Productivity and accuracy will be enhanced since the new hardware will be faster, more efficient, and allow the clerk to complete each function without re-booting the PC multiple times. An added benefit is the standardization of the software since Quattro Pro is still utilized as the spreadsheet application.

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management Controls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Avoidance</td>
<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Cost Recapture</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

**Form J Trust FY2003**
**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>County Treasurer</th>
<th>Budget No.</th>
<th>1050</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Personal Computers</td>
<td>Request Type</td>
<td></td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

- 10 new and faster Personal Computers for members of the County Treasurer's Office for utilization for Oracle, AR, Investments, Reconciliations, Payroll, Receipting, Account Posting. Current PC's are three to four years old and are no longer able to meet Dallas County work demand.

**Expected Benefits**

- Financial reporting for daily activity requires enhancement of computers to a faster speed. The integrity of information between offices on a more timely basis is imperative.
- Processing Oracle Accounts Receivable for receipting and account posting of all Oracle invoiced items and Road and Bridge Escrow funds as well as invoiced projects.
- Download and reconciliation through Oracle Cash Management of all AP issued checks. Download and reconciliation of Payroll checks.
- Employee Benefits entry and update.
- Processing W2 Forms through Oracle.
- Ordering supplies through Purchase Requisitions.
- Entering DMS deposits, entering DMS Receipts, approving DMS deposits and updating the General Ledger through automated and manual journal postings.
- Processing Kronos Time and Attendance.
- Timely investment of all available funds including the electronic transfer of funds.
- Modem processing of Positive Pay.
- Download of daily bank balances and activity for verification and investing.
- Transmittal of Fed Wires and ACH wires, payroll direct deposits, payments for payroll taxes and payments to the State.

**Department Head Signature**

**Priority** 1

**Department Contact Person**

**Phone**

**Received by Office of Budget and Record by Data Services**

**Scoring (by Governance Committee)**

**Cost Savings**

**Improved Management**
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department Sheriff - Human Resources Division
Dept. No. 3122

Title of PIR ID Card Computer and Printer
Request Type H

PIR # (assigned by Data Services/SCT)
Possible Funding Source Gen. Fund

Description of Need and Justification
Currently, The Dallas County Sheriff's Department operates a computer driven ID card system not only for its own employees, but also at the directive of the County Commissioners for all other County employees. The system requires a maximum performance computer (Pentium III or better) and utilizes a special color printer. The current system (computer and printer) were purchased 5+ years ago and are in need of replacement. These items were not purchased with County funds, but have been utilized to the County's benefit as well. The current computer is a Pentium I with limited hard drive space and frequently crashes or stalls. The printer is also in need of replacement as is evidenced by the high cost of repairs, maintenance, and cost of a rental printer while undergoing repair.

Due to the age of the current system, maintenance and upkeep costs shall rise sharply and will be exacerbated by its continued high volume. Cost of new enhanced desktop computer is $2271 and the cost of a new Sandia Imaging printer is approximately $5000.

Expected Benefits
Replacing the current computer and printer will afford the opportunity to more efficiently create a greater number of County and Sheriff Department ID cards and provide safe, secure storage for the data. Also, we will realize a substantial savings in the cost to maintain the current system and of rental equipment necessary when current system is undergoing repairs.

Failure to approve this request will undoubtedly lead to a higher replacement cost in the future for the imaging printer and in higher maintenance and repair costs. Also, the Sheriff's Department and the County's ability to provide tamper-proof identification cards for all of its employees will be severely comprised. Failure of the current system may render the County to an unknown level of liability due to our inability to provide the tamper-proof identification cards.

Department Head Signature
Department Contact Person
Received by Budget Office
Rec'd by Data Services

Priority
Phone

Scoring (by Governance Committee)

Cost Savings
Cost Avoidance
Legal Requirements
Service to the Public

Improved Management
Controls
Multi-Use Systems
Cost Recapture
Critical System Upgrade

Form J FY2003
**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Criminal District Court #3</th>
<th>Budget No.</th>
<th>4403</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Enhanced Desktop Computer</td>
<td>Request Type</td>
<td>R</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

**DESCRIPTION OF NEED:** See Attached.

The Laptop that Judge Francis would like replaced, does not now nor has it ever worked well enough for him to depend on. Data services has tried to get it to work, but has been unable to. The laptop does not have the capability to work with any speed to be relied upon.

**Expected Benefits**

Expected Benefits are that Judge Francis could work on trial charges, correspondence and track the Court Docket. He could also be able to receive and send county email.

**Department Head Signature**

Robert W. Francis

**Department Contact Person**

Al Aguilar

**Phone**

5922

**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Controls</td>
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<tr>
<td></td>
<td>Multi-Use Systems</td>
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<tr>
<td></td>
<td>Cost Recapture</td>
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<tr>
<td></td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

**Form J**

FY2003
**Program Improvement Request**

**Computer Hardware and Software**

<table>
<thead>
<tr>
<th>Department</th>
<th>203rd District Court</th>
<th>Budget No.</th>
<th>4420</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Request for replacement PC and software</td>
<td>Request Type</td>
<td>R</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td>none</td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

Judge currently has two computers, one for office and one for bench. Both computers are Pentium 133, 32 megs of RAM, with Windows 95. They were installed in 1996. They are slow and often lock up. Numerous problems with accessing information off the internet have been attributed to the age of the computers by technicians in Data Services.

Judge McDaniel is currently the Local Administrator District Judge and as such has to interact with all the District Courts. The computer is a vital tool, saving hours communicating and transferring information, not only between the District Courts but also the various departments the Judge deals with as LADJ.

**Expected Benefits**

Judge McDaniel needs a laptop computer for the bench. The current desk model is not workable—too slow, big, and is in a position where she has to look away from the witness, jury or attorneys to see it. Therefore its use is limited. A laptop could be used during trial to look up law, review the witnesses testimony via real time court reporting and communicating via E-mail to other judges, departments and personnel.

A faster desk model in the office will allow the judge to communicate and transfer information timely, therefore saving valuable time and make informed decisions. She can also make legal decisions using the legal library on the computer.

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>Karen McDaniel</th>
<th>Priority</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Contact Person</td>
<td>Karen Roland</td>
<td>Phone</td>
<td>653-5822</td>
</tr>
<tr>
<td>Received by Office of Budget and</td>
<td></td>
<td>Rec'd by Data Services</td>
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**Scoring (by Governance Committee)**

<table>
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<tr>
<th>Cost Savings</th>
<th>Improved Management Controls</th>
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<tbody>
<tr>
<td>Cost Avoidance</td>
<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Cost Recapture</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

Form J FY2003
**COMPUTER HARDWARE AND SOFTWARE**  
Page 1 of 1

<table>
<thead>
<tr>
<th>Department</th>
<th>DISTRICT CLERK - 4020</th>
</tr>
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<tbody>
<tr>
<td>Budget No.</td>
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<tr>
<td>Request Type</td>
<td>R, S</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
</tr>
<tr>
<td>Possible Funding Source</td>
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</tbody>
</table>

**Description of Need and Justification**

Personal computer id numbers ZCJP, a Pentium processor, does not have the speed or capacity to support the software needs of the Special Assistant in the District Clerk's Office. The responsibilities of the Special Assistant include utilizing the Oracle financials for budget planning, auditing, and finance tracking. Also, the Special Assistant monitors and interfaces with the Kronos Timekeeping System and prepares presentations as directed by the District Clerk. Currently the Special Assistant utilizes her own personal computer to complete the projects where memory and multitasking are required. The existing PC does not provide the speed or capacity required by the Special Assistant. In addition since the Special Assistant interfaces with law firms, other governmental agencies, the general public, and many County departments, she requires software that is more standard than the Corel 7.0 Suite. The replacement of this PC will insure that the Special Assistant has the tools required to perform her daily functions in a timely manner.

1 Enhanced Personal Computers @ $1,819.00 each = $2,271.00  
1 Microsoft Office Professional Licenses @ $334.00 each = $334.00  
1 Corel WordPerfect Software Licenses @ $131.00 each = $131.00  

**Total Cost = $2,736.00**

**Expected Benefits**

The acquisition of this personal computer will provide the Special Assistant with the hardware and software necessary to complete her job responsibilities as required. Productivity and accuracy will be enhanced since the new hardware will be faster, more efficient, and up to date software. The PC will provide software that meets the current standard software and allow easy interface with law firms, other governmental agencies, and the general public.

**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Controls</td>
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<tr>
<td>Cost Avoidance</td>
<td>Multi-Use Systems</td>
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<tr>
<td>Legal Requirements</td>
<td>Cost Recapture</td>
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<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

**Priority** 2  
**Phone** 2

**Department Head Signature**  
[Signature]

**Department Contact Person**  
SHARON CAMARILLO

**Rec'd by Data Services**  
2

**Form J Admin**  
FY2003
### Description of Need and Justification

Replacement of two personal computers for the Protective Order Manager and the Felony Collections Manager, id numbers ZC7W (84799) and ZCYP, both Pentium II processors. As the collections have expanded in both sections, the hardware for both managers has not been upgraded to provide required speed and performance. Originally, only one criminal court and one database was utilized for the felony collections, now felony collections has grown to support all criminal courts. Both sections now provide service on the Internet and utilize the Oracle System. The managers have experienced poor performance with the existing PC's including system lock ups. Both managers require the ability to support the clients and partnering departments in an accurate and expeditious manner. Support staff in both sections have superior computer hardware to perform the requirements of their positions. Both managers need PC's that provide speed and have the capacity to run multiple software packages in an effort to support Judges, customers, and partnering departments in an expeditious manner. Additional software licenses are required to ensure that all members of both collections area are utilizing the same version of software. In addition a replacement printer is requested for daily letter generation to clients.

- **2 Personal Computers** @ 1,819.00 each = $3,638.00
- **9 Microsoft Office Professional Licenses (1cd)** @ $334.00 each = $3,006.00
- **2 Corel WordPerfect Software Licenses** @ $131.00 each = $262.00
- **1 Stand Alone Printer** @ $500.00 each = $500.00

**Total Cost** = $7,466.00

### Expected Benefits

The acquisition of personal computers for both managers will give both the ability to provide service to clients, partnering departments, and fulfill job responsibilities as required. Productivity and accuracy will be enhanced since the new hardware will be faster, more efficient, allow the managers quick access when customers are in the office, and not lock up during routine functions.

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Controls</td>
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<td>Cost Avoidance</td>
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<td>Legal Requirements</td>
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<td>Service to the Public</td>
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**Form J Felony**

**FY 2003**
<table>
<thead>
<tr>
<th>Department</th>
<th>District Clerk - Passport</th>
<th>Budget No.</th>
<th>4020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Replacement of Mainframe Printers at North and East Dallas</td>
<td>Request Type</td>
<td>R</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

Replacement of two (2) existing mainframe printers (one at North Dallas Passport Office and one in East Dallas Passport Office). Both printers frequently are in need of repair and the maintenance of the printers is extremely costly.

The North Dallas printer is 11 years old. The North Dallas printer's replacement ribbons have been discontinued by the manufacturer.

The East Dallas printer is 12 years old. The printer requires two people print the daily transmittal - in other words, in order to print any item, one person must feed the paper into the printer and the other person must hold the paper in place in order for it to print correctly. Numerous attempts have been made to fix the printer but the problem persists.

**Expected Benefits**

Replacing the printers at each location will increase operational efficiency and increase customer service satisfaction.

**Department Head Signature**

[Signature]

**Department Contact Person**

Sharon Camarillo

**Phone**

6362

**Expected Benefits**

Replacing the printers at each location will increase operational efficiency and increase customer service satisfaction.

**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
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<tbody>
<tr>
<td></td>
<td>Controls</td>
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| Cost Avoidance | Multi-Use Systems |
|               |                   |

| Legal Requirements | Cost Recapture |
|--------------------|               |

<table>
<thead>
<tr>
<th>Service to the Public</th>
<th>Critical System Upgrade</th>
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Form J FY2003
# FY2003-040

## PROGRAM IMPROVEMENT REQUEST

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>GRAND JURY</th>
<th>Budget No.</th>
<th>4065</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>REPLACEMENT HARDWARE</td>
<td>Request Type</td>
<td></td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

### Description of Need and Justification

THREE (3) STANDARD DESKTOP COMPUTERS, WITH STANDALONE LASER JET PRINTERS. CURRENT COMPUTERS ARE OVER FIVE (5) YEARS OLD AND ARE SLOW AND FULL OF MATERIAL TO THE POINT THAT MATERIAL HAS TO BE REMOVED TO ADD MORE. PRINTERS ARE SLOW AND BREAK DOWN TO MUCH. COMPUTERS ARE USED TO STORE INFORMATION ON GRAND JURY CASES, DOCKETS AND GRAND JURY SUBPOENAS, AND TO ALSO PRINT THIS MATERIAL ON DEMAND. GRAND JUROR INFORMATION IS STORED ON THESE COMPUTERS THAT IS ESSENTIAL. WHEN TIME COMES UP EVERY 90 DAYS IN ORDER TO IMPANEL GRAND JURIES, TO MAKE SURE THAT THE GRAND JURORS ARE QUALIFIED TO SERVE AS GRAND JURORS AND FOR FUTURE REFERENCE.

### Expected Benefits

COMPUTERS WILL HOLD MORE DATA, REACT FASTER TO WORK REQUEST, INCREASE SPEED AND PRODUCTIVITY OF THE EMPLOYEE'S AND THE OVERALL EFFECTIVENESS OF THE GRAND JURY.

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
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<td>Cost Avoidance</td>
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<td>Legal Requirements</td>
<td>Cost Recapture</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

Form J

FY2003
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department: Jury Services
Budget No.: 4060

Title of PIR: Upgrade Manager and Coordinator's PC's and printers

Description of Need and Justification:
These two machines are Pentium Processors, 200 mhz, 32 mb memory. PC's are extremely slow. The Kronos time and attendance system and Oracle is very time-consuming using these 2 PC's. When working on any project of any length, system freezes, becomes unable to print, have to reboot the system and lose any work that has been done. Data Services has deleted material from each PC because the memory becomes full. Management cannot work in an efficient manner with the current systems.

Expected Benefits:
Management must be able to perform job requirements in a timely manner and new systems should allow that.

The juror handbook is prepared and updated by management, then printed by the Print Shop at the Sheriff's Department. This is a cost-savings to the County. The handbook is provided to each person who reports for jury duty in Dallas County.

The 2 PC's to be replaced could be used by clerical positions in Jury Services for Forvus access and form letters. (PC's will be needed by each clerk when automation project approved in FY2002 is in place.)

Department Head Signature: Donna Roach
Department Contact Person: Donna Roach
Phone: 214/653-3599

Scoring (by Governance Committee):

<table>
<thead>
<tr>
<th>Cost Savings</th>
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<td>Critical System Upgrade</td>
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Form J
FY2003
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>Public Defender's Office -4040</th>
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</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>New computers &amp; software</td>
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<tr>
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<tr>
<td>Budget No.</td>
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<tr>
<td>Request Type</td>
<td>H.S</td>
</tr>
<tr>
<td>Possible Funding Source</td>
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</tbody>
</table>

Description of Need and Justification

Need: 4 new Enhanced Desktop Computers for secretarial staff; 2 with Access.
Cost: $ 9084 + $314 (Access addition x 2) = $ 9398
(or $ 9084 + $ 196 (difference between Microsoft Office Standard and Microsoft Office Professional $98 x 2) = $ 9280----
Substitution of programs versus adding Access to the standard program would save $ 118)
Justification: The 4 secretaries currently have Pentium II computers and handle a workload for 51.5 attorneys. 2 to 4 new
attorney positions are realistic additions within the next fiscal year. The executive secretary’s computer locks-up as she
works between multiple and complicated programs that provide statistics for the County and our office. The executive
secretary, as well as another secretary that will be trained to be her backup, need the Access program to prepare necessary
data base documents. The other three secretaries (who assist family law as well as criminal and juvenile attorneys) currently
do not have computers that are sufficient to keep up with their uses and demands. The computers have limited disk space
and memories. The secretaries have trouble switching between programs.

Need: 3 new Standard Desktop Computers with 3 new Standalone Printers for the Misdemeanor Supervisor, the S.M.U.
Law School/P.D. position and the hallway in the expansion space to the west of our current offices.
Cost: $ 5457(computers) + $ 1500(printers) + = $6957
Justification: The Misdemeanor supervisor must monitor the dockets of 14 misdemeanor attorneys as well as communicate
efficiently with those attorneys, the Misdemeanor Judges, the Mental Illness attorney, the First Assistant and the Chief
Public Defender. These communications are often confidential so a computer and printer in the Misdemeanor Supervisor’s
office would be invaluable. The S.M.U. Law/P.D. supervisory position assists the Misdemeanor supervisor, filling in for
that position as needed and coordinates with the felony attorneys in the office to allow S.M.U. law students to assist in
examining trials as well as coordinate with the misdemeanor attorneys to allow S.M.U. law students to assist misdemeanor
attorneys. Finally, the P.D. office needs to finish out the four offices in its expansion space for immediate use as well
expansion in the next 90 days. A computer and printer that is easily accessible to the four isolated attorneys to prepare work,
look up cases and put in their time would be necessary since they would be across and down the hall from general computer
areas.

Need: 8 Single Cable Drops.
Cost: $1000
Justification: Cable drops would be needed for the computer in the expansion space. Additionally, the executive lap top
computer will be rotated to the family law section to improve setting up appointments with family law clients appointed at
the George Allen Courthouse and for e-mailing the P.D. office at the Frank Crowley Courthouse during busy family law
dockets. (A paralegal position is being requested as part of the budget to assist in these matters.) A cable drop will be
needed in the room set aside for the Public Defender’s staff in the George Allen Courthouse. Four single line drops will be
needed to create a second computer area in the first common east to west hallway in the Frank Crowley P.D. Office for
genereal use by all of the attorneys. This would be in continuation of the Modified 1999 Technology Development Plan for
the Public Defender’s Office to provide more computer access to the attorneys over a graduated period of time. The current
computer room with 5 computers is often full in the afternoons when the attorneys need to work on the computers. The
current 4 secretarial computers would be rotated to this area as the attorneys’ do not need computers as powerful and fast as
the secretarial staff at this time. Two cable drops would be needed for the Misdemeanor Supervisor and the S.M.U. Law
School/P.D. supervisor as well.
Expected Benefits

The 4 secretaries would be more efficient in their work and would not lose valuable time when the computer crashes.

The 46 staff members (42 attorneys plus 4 investigators) in the Frank Crowley P.D. Offices would have access to 10 computer stations (5 existing, 4 new areas in an east to west hallway and 1 new area in the expansion space) with the rotation of the secretaries computers to a new work area. (This number excludes the use of these computers by the 2 administrative staff attorneys listed above in the request. Additionally there is the potential for 3 to 4 new positions to be created within the next 90+ days, which could increase the total number of people accessing the general computers to 50. This addition would change the ratio of attorney to computer from 10 to 1 to 5 to 1.) The attorneys would not have to wait as long to gain access to a computer to put in their County time, research their cases and perform other computer work that is necessary for their job.

The administrative assistants need the privacy of their own computer and printer to relay confidential information and to be more efficient in performing their administrative duties.

The cable drop in the George Allen Courthouse would be an invaluable tool for the Family law attorneys (especially if a paralegal or clerk is approved) to schedule appointments, obtain client back grounds, research while in trial and prepare quick Motions or documents while in trial or court. A new computer would not be needed and it would also be a more productive use of the lap top computer since the current chief Public Defender has access to computers at home.

May 20, 2002

Department Head Signature

Department Contact Person Jeanette Drescher Green

Rec’d by Office of Budget and

Priority Phone 653-3554

Rec’d by Data Services

Scoring (by Governance Committee)

Cost Savings

Improved Management

Cost Avoidance

Controls

Legal Requirements

Multi-Use Systems

Service to the Public

Cost Recapture

Critical System Upgrade

Form J FY2003
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 __18th__ day of __February_____________, 2003, on motion made by ____________________________, and seconded by ____________________________, the following order was adopted:

WHEREAS, This issue was briefed before Commissioners Court on February 11th, 2003; and

WHEREAS, The Governance Committee reviewed all FY2003 computer related replacement requests; and

WHEREAS, Funding for the total one time cost of $101,974 is available from General fund (Fund 120), Computer Replacement department (Dept. 9940), FY2003, Hardware account (8630) in the amount of $85,000 (120.9940.8630.2003) and funding from the Major Technology Fund (Fund 195), Computer PIR Project (92014), in the amount of $20,375 (195.0.92014.2003).

WHEREAS, A three year warranty is provided with standard Computers, Notebooks and Servers; and

WHEREAS, The above request has been recommended by the M.I.S. Director.
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court authorizes the implementation of fourteen computer related replacement requests for a total one time cost of $101,974 to be funded from General fund (Fund 120), Computer Replacement department (Dept. 9940), FY2003, Hardware account (8630) in the amount of $85,000 (120.9940.8630.2003) and funding from the Major Technology Fund (Fund 195), Computer PIR Project (92014), in the amount of $20,375 (195.0.92014.2003).

DONE IN OPEN COURT this the 18th day of February, 2003.

Margaret Keliher, County Judge
Jim Jackson, Commissioner
Road and Bridge, District 1

Mike Cantrell, Commissioner
Road and Bridge, District 2
John Wiley Price, Commissioner
Road and Bridge, District 3

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

RECOMMENDED BY: John M. Hennessey, M.I.S. Director
Vanessa B. King, Site Manager
I.T. Services/SchlumbergerSema
The Governance Committee recommends that 64 computer related FY2003 budget requests for a total of $179,625 be funded from the Major Technology Fund (Fund 195).

**Background:**

All new computer related requests submitted to the Budget Office as part of the FY2003 budget process were forwarded to I.T. Services/SchlumbergerSema for review. These requests were scored by the M.I.S. Director according to an established scoring system used in previous years to rank all computer related requests.

The lists and all supporting detail were distributed to members of the Governance sub-committees and the full Governance Committee. After discussion, the Governance Committee voted to recommend the following:

- Approve the projects with sequence numbers 1-64 with funding from the Major Technology Fund in the amount of $179,625.
- Approve the use of the remaining balance of $20,375 to fund additional replacement PIRs.
Financial Impact/Considerations:

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

<table>
<thead>
<tr>
<th>Request No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>#FY2003-114</td>
<td>AIX (H50) Servers – CPU and Memory</td>
<td>$13,800</td>
</tr>
<tr>
<td>#FY2003-016</td>
<td>Two Computers, Printer, Projector and Scanner</td>
<td>$12,687</td>
</tr>
<tr>
<td>#FY2003-025</td>
<td>Hand Held Server – Three</td>
<td>$8,640</td>
</tr>
<tr>
<td>#FY2003-050</td>
<td>Standalone Color LaserJet Printer</td>
<td>$2,500</td>
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<tr>
<td>#FY2003-015</td>
<td>Standalone Printer</td>
<td>$500</td>
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<tr>
<td>#FY2003-035</td>
<td>Computer for Property Clerk</td>
<td>$1,819</td>
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<tr>
<td>#FY2003-082</td>
<td>Server for Countywide Records Tracking System</td>
<td>$10,500</td>
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<tr>
<td>#FY2003-096</td>
<td>Traffic Enforcement Records Management</td>
<td>$1,600</td>
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<tr>
<td>#FY2003-028</td>
<td>Three Standalone Printers</td>
<td>$1,500</td>
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<tr>
<td>#FY2003-036</td>
<td>Computer for Youth Village Psychologist</td>
<td>$2,059</td>
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<tr>
<td>#FY2003-119</td>
<td>Personal Digital Assistants (4)</td>
<td>$1,400</td>
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<tr>
<td>#FY2003-029</td>
<td>Mainframe Printer</td>
<td>$1,000</td>
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<tr>
<td>#FY2003-081</td>
<td>3 Computers, Printers and Cable drops</td>
<td>$7,957</td>
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<tr>
<td>#FY2003-115</td>
<td>SAN/NAS – Network Storage</td>
<td>$7,994</td>
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<tr>
<td>#FY2003-007</td>
<td>Three Standalone Printers</td>
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<tr>
<td>#FY2003-071</td>
<td>Twelve Microsoft Access Software</td>
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<tr>
<td>#FY2003-086</td>
<td>Standard Notebook Computer</td>
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<tr>
<td>#FY2003-113</td>
<td>Replacement Notebook Computer</td>
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<tr>
<td>#FY2003-116</td>
<td>Four USB Memory Storage Drives</td>
<td>$1,600</td>
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<tr>
<td>#FY2003-017</td>
<td>Two Standard Desktop Computers</td>
<td>$3,638</td>
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<tr>
<td>#FY2003-101</td>
<td>One Standalone LaserJet Printer</td>
<td>$500</td>
</tr>
<tr>
<td>#FY2003-120</td>
<td>New Computer for Bridge Program Manager</td>
<td>$2,850</td>
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<tr>
<td>#FY2003-018</td>
<td>Software Upgrades (WP10, MS Office Pro &amp; Word 2002)</td>
<td>$1,736</td>
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<tr>
<td>#FY2003-106</td>
<td>Two Computers</td>
<td>$3,638</td>
</tr>
<tr>
<td>#FY2003-024</td>
<td>WASP Bar Code Software – Three</td>
<td>$600</td>
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<td>#FY2003-111</td>
<td>Standalone Printer</td>
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<tr>
<td>#FY2003-005</td>
<td>Three Standalone Printer</td>
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<td>#FY2003-045</td>
<td>Two Standard Desktop Computers</td>
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<td>#FY2003-064</td>
<td>AutoCAD Software</td>
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<td>#FY2003-084</td>
<td>Purchase of Two Computers and Printers</td>
<td>$4,638</td>
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<td>#FY2003-090</td>
<td>Color Printer with Starter Kit</td>
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<td>#FY2003-011</td>
<td>Computer with Forvus and Groupwise</td>
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<td>#FY2003-044</td>
<td>Printer for Records Center</td>
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<td>#FY2003-046</td>
<td>Two Standalone Printers</td>
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<tr>
<td>#FY2003-066</td>
<td>OCR Software</td>
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<tr>
<td>#FY2003-085</td>
<td>Printer – HP Color LaserJet</td>
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<tr>
<td>#FY2003-092</td>
<td>Rewriteable CD Writer</td>
<td>$119</td>
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<td>#FY2003-019</td>
<td>Standard Desktop Computer</td>
<td>$1,819</td>
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<tr>
<td>#FY2003-067</td>
<td>Plotter – HP DesignJet 500</td>
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<td>#FY2003-093</td>
<td>Three Printers</td>
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<td>#FY2003-097</td>
<td>Standard Desktop Computer</td>
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<tr>
<td>#FY2003-098</td>
<td>Adobe PhotoShop Software – Two</td>
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<tr>
<td>#FY2003-068</td>
<td>Printer – HP PhotoSmart P1000</td>
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<tr>
<td>#FY2003-097</td>
<td>Two External 250MB Zip Drives</td>
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<tr>
<td>#FY2003-026</td>
<td>Remote Print manager Software</td>
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<td>#FY2003-069</td>
<td>Eight Inkjet Printers and Two Impact Printers</td>
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<tr>
<td>#FY2003-098</td>
<td>Microsoft Office Professional Software</td>
<td>$319</td>
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<td>#FY2003-027</td>
<td>Dreamweaver MS Software</td>
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<td>#FY2003-070</td>
<td>Scanner – HP ScanJet 4470</td>
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<tr>
<td>#FY2003-099</td>
<td>Two Picture It Publishing Platinum Edition Software</td>
<td>$54</td>
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<td>#FY2003-032</td>
<td>Two Dell Latitude Back-up Batteries</td>
<td>$260</td>
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<td>#FY2003-072</td>
<td>WinFax Pro Software</td>
<td>$85</td>
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<td>#FY2003-100</td>
<td>Printer – Hp DeskJet 990C</td>
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<td>#FY2003-074</td>
<td>Upgrade ACAD 2000 to ACAD 2002</td>
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<td>#FY2003-079</td>
<td>Standalone LaserJet Printer</td>
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<td>#FY2003-102</td>
<td>Lotus Notes R5.0 for Collaboration Software</td>
<td>$511</td>
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<td>#FY2003-076</td>
<td>External CD-Writer</td>
<td>$200</td>
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<td>#FY2003-103</td>
<td>Computer Memory</td>
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<td>#FY2003-118</td>
<td>Computer Upgrade</td>
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<tr>
<td>#FY2003-105</td>
<td>Color Printer for Lew Sterett Kitchen</td>
<td>$399</td>
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<tr>
<td>#FY2003-125</td>
<td>Software and Support Server</td>
<td>$10,500</td>
</tr>
<tr>
<td>#FY2003-107</td>
<td>New Desktop Computer</td>
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<tr>
<td>#FY2003-128</td>
<td>Ten Replacement Computers</td>
<td>$18,190</td>
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<td>#FY2003-110</td>
<td>Standalone Printer</td>
<td>$500</td>
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<tr>
<td><strong>Total One Time Cost</strong></td>
<td></td>
<td>$179,625</td>
</tr>
</tbody>
</table>
Funding:

The FY2003 budgeted amount for new Computers PIR requests from the Major Technology Fund is $200,000.

Projected Schedule:

This equipment will be installed by SchlumbergerSema as part of the services under their existing Contract at no additional cost to the County.

Recommendation:

The Governance Committee recommends that these requests be funded and forwarded to the Commissioners Court for further consideration. I.T. Services/SchlumbergerSema has reviewed all approved requests and concurs with the Governance Committee's recommendation that 64 high-ranking requests be funded from the Major Technology Fund (Fund 195), FY2003, Computer PIR Project (92014) in the amount of $179,625 (195.0.92014.2003).

The Governance Committee further recommends that the balance of $20,375 be used to fund additional Computer Replacement PIRs.

Reviewed By:  
John M. Hennessey  
M.I.S. Director
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department: IT Services/ACS
Title of PIR: AIX (H50) servers - CPU and Memory
PIR # (assigned by Data Services)

Description of Need and Justification
Add six CPU's to the Oracle Development Servers (H50). Two will be placed in the server which currently has four CPU's. Four will be placed in the server which currently has two CPU's. We have discovered that a full Oracle Application test will cause an H50 with four CPU's to go to 100% utilization and cause extremely slow response time. One of the H50's only has two CPU's and this server cannot currently be used to perform a full application test with all of the components that are installed.
Additional Memory for an Oracle development Server (H50). Add 2 gb of memory to the AIX Server which only has 1 gb of memory.

Estimated Cost
- 6 CPU's $8400
- 2 gb memory $5400

See exhibits E, F, G, & H.

Expected Benefits
Multi Departments - All Dallas County departments that will test Oracle Financials will be impacted by this change.
Critical System Upgrade - This addition will allow more simultaneous testing of Oracle Financials.

Department Head Signature
Department Contact Person
Rec'd by Office of Budget and Evaluation

Priority
Phone
Rec'd by Data Services

Scoring (by Governance Committee)
Cost Savings
Cost Avoidance
Legal Requirements
Service to the Public

Improved Management
Controls
Multi-Use Systems
Cost Recapture
Critical System Upgrade

Form J
FY2003

RECOMMENDED
# Program Improvement Request
## Computer Hardware and Software

<table>
<thead>
<tr>
<th>Department</th>
<th>283rd Judicial District Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Computer equipment</td>
</tr>
<tr>
<td>Request Type</td>
<td>H</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
</tr>
<tr>
<td>Possible Funding Source</td>
<td>None</td>
</tr>
</tbody>
</table>

### Description of Need and Justification
- 2 - enhanced Dell desktop w. P4 processor: $2,271 each
- 2 - ViewSonic VA800 flat monitors: $799 each
- 1 - HP 4100 TN printer: $1,829
- 1 - HP C8055a sheet feeder: $493
- 1 - HP C8054a duplexer: $276
- 1 - ViewSonic PJ 750 projector: $3,500
- 1 - HP 7450 scanner: $699

### Expected Benefits
Above computer equipment is required to manage the continuing capital murder docket of the 283rd. Each of these cases generate tens of thousands of pages of testimony, questionnaires, and exhibits. Projector is necessary to present exhibits to jury, and for voir dire. The big screen TV in court caused numerous space problems.

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Avoidance</td>
<td>Controls</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Cost Recapture</td>
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<td></td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

Form J FY2003
The District Clerks Office is requesting that three hand held scanners be purchased to be utilized for the tracking of case jackets within the Courts buildings and to the warehouse. The scanners will be pre-programmed to work in conjunction with the GAIN software currently utilized at the County Records Department.

3 PDT 6100 Bar Code Scanners  3 @ $2,880.00 each = $8,640.00
(includes cables, battery packs, power supply, single slot cradle)

Total Cost = $8,640.00

Expected Benefits
The hand held bar code scanners will increase accuracy and save time in locating case jackets for the courts, general public, and warehouse personnel in conjunction with the GAIN software. The scanners will also be utilized in conjunction with the VersaImage software eliminating manual entry.

Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
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<tbody>
<tr>
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<td>Controls</td>
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<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

Form J Admin FY2003
**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>HHS/Older Adult Services Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Standalone Color Laser Printer</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

Standalone color laser printer. Cost $2,700.00
This will be used to print fliers, calendars, brochures, and other handouts for the department's nineteen senior centers.

**Expected Benefits**

Reach more seniors effectively and efficiently throughout the Dallas county.
Reduce the printing cost by $700.00 per year.

**Department Head Signature**

**Department Contact Person**

**Priority**

**Phone**

**Received by Office of Budget and**

**Rec'd by Data Services**

**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Controls</td>
</tr>
<tr>
<td>Cost Avoidance</td>
<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Cost Recapture</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

Form J

FY2003
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department: Criminal District Court #2

Title of PIR: Laser Printer

PIR # (assigned by Data Services):

Possible Funding Source:

Description of Need and Justification

Laser Printer- The Judge of CD#2 drafts his own jury instructions and uses his printer to print the instructions. Further the Court routinely prints portions of relevant case law from internet legal research sites. Currently, the laser jet printer prints about one page per minute. A twenty page jury charge takes from fifteen to twenty minutes to completely print. Juries and parties are kept waiting to be copied. A faster printer is required to prevent needless delays in trials and hearings while waiting on the old printer to produce the documents. Lastly, the Court's current printer is in poor repair and often pulls three or four pieces of paper to print one page.

Expected Benefits

Laser Printer- Print out the necessary jury instructions and other Legal Research in a timely manner.

Department Head Signature:

Department Contact Person: Virginia Carroll

Phone: 5912

Scoring (by Governance Committee)

Cost Savings

Cost Avoidance

Legal Requirements

Service to the Public

Improved Management

Controls

Multi-Use Systems

Cost Recapture

Critical System Upgrade

Form J

FY2003
**PROGRAM IMPROVEMENT REQUEST**  
**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Juvenile Department - Detention</th>
<th>Budget No.</th>
<th>5114</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Computer for Property Clerk</td>
<td>Request Type</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services/IT)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

The Property Clerk is responsible for the reception, retention, and disposal of property of juvenile residents brought into the Juvenile Detention Center. With juveniles brought to the facility from various law enforcement in excess of 10,000+ all having property and/or valuables in their possession, an efficient system to track juvenile property is essential. A computer is needed for a database that would allow for the record keeping, tracking, and retrieval of juvenile property. The computer would also allow the facility to track the property of those juveniles who re-offend and have abandoned and/or unclaimed property at the facility. Finally, a computer would reduce the County's liability that is associated with the disposal of unclaimed and abandoned property. Many of the above tasks are presently being done manually, which reduces productivity, efficiency and leaves the agency liable for disposed of juvenile property. The remaining tasks are being performed on a computer that is shared by admissions staff 90% of the time.

**Total Cost $2,153**

**Expected Benefits**

**Legal Requirements:** The Texas Comptroller of Public Accounts has established guidelines regarding the disposal, reporting, and maintenance of unclaimed and/or abandoned property. The procedures detail the use of software for reporting and maintenance purposes. A computer would allow the department to accurately, report, record and track the whereabouts of juvenile property.

**Improved Management Controls:** A computer would allow for the tracking of juvenile valuables and property, including abandoned clothing, monies, valuables, and other personal property. A computer would also limit the liability the department may incur due to inefficiencies that are associated with the manual tracking of more than 10000 juveniles annual and their property.

**Department Head Signature**

**Department Contact Person**

**Randy Wadley**

**Phone**

**214-698-2222**

**Received by Budget Office**

**Rece'd by Data Services**

**Scoring (by Governance Committee)**

- **Cost Savings**
- **Cost Avoidance**
- **Legal Requirements**
- **Service to the Public**

**Scoring**

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Cost Avoidance</th>
<th>Legal Requirements</th>
<th>Service to the Public</th>
<th>Improved Management Controls</th>
<th>Multi-Use Systems</th>
<th>Cost Recapture</th>
<th>Critical System Upgrade</th>
</tr>
</thead>
</table>

**Form J**  
**FY2003**
Description of Need and Justification
The records tracking database currently used by the Records Center is being upgraded by the vendor to their web-based product which allows more efficient access throughout the county to the records database. We are experiencing significant difficulties accessing the current database from the Records Center. Our workload does not allow us to spend over ten minutes per search request when we average over 200 requests per day in addition to other duties (new box entry, restocking, etc.).

Other departments such as the DA's office, County Clerk, District Clerk and Public Defender's office have expressed interest in using this software to bar-code and label their new folders. The software requires Microsoft NT4-SP5 & higher, Windows 2000 server, advance server or terminal server and MS IIS4 (NT) or IIS5 (Windows 2000). The database requires SQL 2000 (Windows 2000). It allows full text search and English query.

Expected Benefits
Expected benefits include: (1) improved access to the database at the Records Center, (2) an increase in management control over the records system - the global nature of the software allows real-time tools to enter, view, search, retrieve and request records authorized for such activities at any workstation with a web browser; (3) enhanced security is available which will allow Records Management to provide access to departmental records only to those departments as well as limit the type of activity these users can perform in the system; and (4) existing box bar-codes will be scannable and downloadable into the new system.

Longer term, the software allows departmental document control with links to a scanned image in addition to the storage box and file folder components.

Scoring (by Governance Committee)
<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management Controls</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Form J FY2003
# PROGRAM IMPROVEMENT REQUEST

## COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>Sheriff</th>
<th>Dept. No.</th>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>Traffic Enforcement Records Management</td>
<td>Request Type</td>
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</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

Based on the traffic violation, accident, name and vehicle modules, Traffic Trak is a low cost yet powerful program to effectively handle the time intensive task of maintaining traffic enforcement records. Information is maintained on accidents, citations, and warnings. Unlimited vehicles and names may be added to the accident records.

Estimated cost for two copies $1,600.

**Expected Benefits**

Traffic Trak produce numerous printed reports including several statistical reports that show the more dominant day-of-week, hour-of-day, zone/beat/district/grid for each of these categories. This software will enable proactive enforcement initiatives to reduce accidents, deaths, injuries and property damage by allowing the freeway management program to deal with causes and factors of accidents and allow for more effective and efficient staffing.

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**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
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<th>Improved Management</th>
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<tbody>
<tr>
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<tr>
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<td></td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

Form J FY2003
**Description of Need and Justification**

The District Clerk's Felony Collections section is requesting three (3) standalone laser jet printers for the felony collectors. Currently, three felony collectors and one clerk share a network printer that is located outside the offices. This requires each person to get up each time they print a document from their desk.

Each felony collector meets an average of fifteen (15) defendants a day who are there to either enter into a payment plan with the County or make alterations to a current payment plan. Each new or altered payment plan must be printed out and signed by the probationer and the Felony Collector. When a document is printed, the Collector must go to the printer and leave the probationer unattended. On two separate occasions valuables were taken from the Collectors desks while they were at the printer. Copies of the security reports have been requested.

In addition to payment plans, each collector must print out their five day delinquency report, daily reminder report which triggers research of defendants and their locations, correspondence to inmates and defendants and e-mails from defendants.

| 3 Stand Alone Printers | 3 @ $500.00 | Total Cost $1,500.00 |

**Expected Benefits**

The addition of 3 standalone laser jet printers will enable the Felony Collectors to speed up the process of the Collections Interviews, allowing more time to meet with additional defendants. Each payment plan takes approximately 2 minutes to print, including retrieval from the printer. The printers would allow for approximately 45 minutes per day or 3 hours and 45 minutes per week of work time saved due to printing.

15 trips to printer X 2 minutes for print job X 3 collectors = 90 minutes per day or 7 1/2 hours per week current

15 trips to printer X 1 minutes for print job X 3 collectors - 45 minutes per day or 3 1/2 hours per week w/ 3 printers

**Scoring (by Governance Committee)**

<table>
<thead>
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<tbody>
<tr>
<td></td>
<td>Controls</td>
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<tr>
<td>Legal Requirements</td>
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</tr>
<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>Budget No.</th>
<th>Title of PIR</th>
<th>Request Type</th>
<th>Possible Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juvenile- Youth Village 9 (Cont'd)</td>
<td>5117</td>
<td>Computer for Y.V for Psychologist</td>
<td>H&amp;S</td>
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<tr>
<td>PIR # (assigned by Data Services)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

**Expected Benefits**

**Cost Savings**

a- Increased efficiency created by computer use and LAN access results in indirect cost savings by increasing the time the Psychologist has to provide primary counseling services to the juveniles and families.

b- Fiscally, it should be noted that data entered by psychologists into the Caseworker data base system can affect fiscal resources available to Juvenile Department through the Texas Juvenile Probation Department, by documenting services provided, caseload volume, and satisfying legal reporting requirements.

**Service to the Public**

Current lack of a computer available to psychologists creates workload inefficiency, reducing the time they have available to provide direct counseling and services to residents and families. Computer usage will increase time available to serve clients.

**Score (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
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</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

**Form J**

FY2003
Security and Emergency Management

Title of PIR: Personal Digital Assistant(s) x 4

Expected Benefits:
The benefits of a PDA are the senior staff can have needed information (contact names, phone numbers, addresses, schedules, calendars, and task lists) in a small, hand held hardware device. If equipped with email capability, these PDAs will give the senior staff the capability to stay in contact with other members of Local-State and Federal units of government when the staff is outside of their office. This is critical during non-duty hours when the staff needs to organize a solution to a problem in a timely manner before they are able to get back to the office. The PDAs will also help the senior staff organize and track the numerous meetings, planning sessions, and presentations, etc..

Estimated cost:
4-units x $350 = $1400

Total: $1400
The District Clerks Office is requesting the addition of a mainframe printer to be utilized in the cashiering area of the Frank Crowley Courts Building. Currently there is only one mainframe printer in the area which has had a number of service calls. When the printer is down the cashiers are unable to enter information into the mainframe Criminal Cash System and must issue manual receipts. At some time later the cashiers then enter the information from the receipt into the mainframe system. This causes entry errors and the payee does not ever get the mainframe receipt. In addition, when the printer is down the deposit to the County Treasurers Office cannot be prepared. All the documents printed are multi-part.

1 Mainframe Printer 1@ each = $?
1 Mainframe Cable Drop 1 @ $125.00 each = $125.00
Total Cost = $?

Expected Benefits

The addition of this printer will save time and effort by providing a back up unit to print receipts. In addition each cashier can print receipts to a separate printer eliminating current delays waiting for each cashier to complete their transactions. An increase in the accuracy of information entered will result since the cashiers will no longer need to interpret the others handwriting from the manual receipt. If one printer goes down for repairs, the second printer could be utilized to continue inputting payments into the system and running deposit reports.

Form J Admin FY 2003
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>Public Defender's Office -4040</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>New computers &amp; software</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
</tr>
<tr>
<td>Budget No.</td>
<td>H.S.</td>
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<tr>
<td>Request Type</td>
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</table>

**Possible Funding Source**

**Description of Need and Justification**

**Need:** 4 new Enhanced Desktop Computers for secretarial staff; 2 with Access.

**Cost:** $9084 + $314 (Access addition x 2) = $9398

(or $9084 + $196 (difference between Microsoft Office Standard and Microsoft Office Professional $98 x 2) = $9280 -- Substitution of programs versus adding Access to the standard program would save $118)

**Justification:** The 4 secretaries currently have Pentium II computers and handle a workload for 51.5 attorneys. 2 to 4 new attorney positions are realistic additions within the next fiscal year. The executive secretary's computer locks-up as she works between multiple and complicated programs that provide statistics for the County and our office. The executive secretary, as well as another secretary that will be trained to be her backup, need the Access program to prepare necessary database documents. The other three secretaries (who assist family law as well as criminal and juvenile attorneys) currently do not have computers that are sufficient to keep up with their uses and demands. The computers have limited disk space and memories. The secretaries have trouble switching between programs.

**Need:** 3 new Standard Desktop Computers with 3 new Standalone Printers for the Misdemeanor Supervisor, the S.M.U. Law School/P.D. position and the hallway in the expansion space to the west of our current offices.

**Cost:** $5457(computers) + $ 1500(printers) + = $6957

**Justification:** The Misdemeanor supervisor must monitor the dockets of 14 misdemeanor attorneys as well as communicate efficiently with those attorneys, the Misdemeanor Judges, the Mental Illness attorney, the First Assistant and the Chief Public Defender. These communications are often confidential so a computer and printer in the Misdemeanor Supervisor's office would be invaluable. The S.M.U. Law/P.D. supervisory position assists the Misdemeanor supervisor, filling in for that position as needed and coordinates with the felony attorneys in the office to allow S.M.U. law students to assist in examining trials as well as coordinate with the misdemeanor attorneys to allow S.M.U. law students to assist misdemeanor attorneys. Finally, the P.D. office needs to finish out the four offices in its expansion space for immediate use as well expansion in the next 90 days. A computer and printer that is easily accessible to the four isolated attorneys to prepare work, look up cases and put in their time would be necessary since they would be across and down the hall from general computer areas.

**Need:** 8 Single Cable Drops.

**Cost:** $1000

**Justification:** Cable drops would be needed for the computer in the expansion space. Additionally, the executive lap top computer will be rotated to the family law section to improve setting up appointments with family law clients appointed at the George Allen Courthouse and for e-mailing the P.D. office at the Frank Crowley Courthouse during busy family law dockets. (A paralegal position is being requested as part of the budget to assist in these matters.) A cable drop will be needed in the room set aside for the Public Defender's staff in the George Allen Courthouse. Four single line drops will be needed to create a second computer area in the first common east to west hallway in the Frank Crowley P.D. Office for general use by all of the attorneys. This would be in continuation of the Modified 1999 Technology Development Plan for the Public Defender's Office to provide more computer access to the attorneys over a graduated period of time. The current computer area with 5 computers is often full in the afternoons when the attorneys need to work on the computers. The current 4 secretarial computers would be rotated to this area as the attorneys' do not need computers as powerful and fast as the secretarial staff at this time. Two cable drops would be needed for the Misdemeanor Supervisor and the S.M.U. Law School/P.D. supervisor as well.
Expected Benefits
The 4 secretaries would be more efficient in their work and would not lose valuable time when the computer crashes.

The 46 staff members (42 attorneys plus 4 investigators) in the Frank Crowley P.D. Offices would have access to 10 computer stations (5 existing, 4 new areas in an east to west hallway and 1 new area in the expansion space) with the rotation of the secretary computers to a new work area. (This number excludes the use of these computers by the 2 administrative staff attorneys listed above in the request. Additionally, there is the potential for 3 to 4 new positions to be created within the next 90+ days, which could increase the total number of people accessing the general computers to 50. This addition would change the ratio of attorney to computer from 10 to 1 to 5 to 1.) The attorneys would not have to wait as long to gain access to a computer to put in their County time, research their cases and perform other computer work that is necessary for their job.

The administrative assistants need the privacy of their own computer and printer to relay confidential information and to be more efficient in performing their administrative duties.

The cable drop in the George Allen Courthouse would be an invaluable tool for the Family law attorneys (especially if a paralegal or clerk is approved) to schedule appointments, obtain client backgrounds, research while in trial and prepare quick Motions or documents while in trial or court. A new computer would not be needed and it would also be a more productive use of the lap top computer since the current chief Public Defender has access to computers at home.

May 20, 2002

Department Head Signature

Priority

Department Contact Person Jeanette Drescher Green Phone 653-3554

Received by Office of Budget and Rec'd by Data Services

Scoring (by Governance Committee)

Cost Savings Improved Management
Cost Avoidance Controls
Legal Requirements Multi-Use Systems
Service to the Public Cost Recapture
Critical System Upgrade

Form J FY2003
## PROGRAM IMPROVEMENT REQUEST

### COMPUTER HARDWARE AND SOFTWARE

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<th>Department</th>
<th>IT Services/ACS</th>
<th>Budget No.</th>
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</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>SAN/NAS – Netware 6 and Groupwise 6 Migration (assigned by Data Services)</td>
<td>Request Type</td>
</tr>
<tr>
<td>PIR #</td>
<td></td>
<td>Possible Funding Source</td>
</tr>
</tbody>
</table>

### Description of Need and Justification

This PIR is presented in conjunction with the County file server upgrade project. Due to the increasing demands on storage within the Dallas County network, traditional direct-attached storage systems have become increasingly expensive to manage and maintain. Our different platforms (Novell & Microsoft) use different management interfaces and backup procedures, and unused storage capacity on one server may not be available to other systems that require extra storage. A single, centralized management interface for Dallas County’s storage systems trims personnel costs and maximizes existing IT resources. Consolidating our storage onto extremely available, scalable, centralized storage systems helps increase storage utilization as well as efficiency in managing and protecting data. It allows for cutting cost, complexity, and waste, while boosting performance and data accessibility.

**Standardized backup procedures.** Consolidated storage systems allow IT services to implement a standardized data backup process that reduces the risk of lost or mismanaged data. The consolidation of network data file servers within single Network Storage attached devices reduce cost associated with the elimination of costly client agents required for each server we have to backup.

**Cross-platform support.**
An effective consolidation strategy creates a common storage pool accessible to every platform the county uses, including Windows, UNIX, and Netware servers.

**Cost:** (2) Dell PowerVault 715N Storage Servers (960Gb Capacity): $7993.36

### Expected Benefits

**Service to the Public:**
This storage will be available to all users throughout the County network.

**Improved Management Controls:**
Consolidating data storage reduces management requirements and allows for reduced time to backup data, which provides greater accessibility to the users.

**Multi-Use Systems:**
This SAN/NAS is available to all software platforms currently in use by the County.
# PROGRAM IMPROVEMENT REQUEST
## COMPUTER HARDWARE AND SOFTWARE

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<th>County Clerk</th>
<th>Recording</th>
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<tr>
<td>Title of PIR</td>
<td>Data Center Capacity Planning</td>
<td></td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
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### Department

**Department Head Signature**

**Priority**

**Department Contact Person**

**Phone**

**Received by Budget Office**

**Rec’d by Data Services**

### Scoring (by Governance Committee)

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<td>Cost Avoidance</td>
<td>Controls</td>
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<td>Multi-Use Systems</td>
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<td>Cost Recapture</td>
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<td></td>
<td>Critical System Upgrade</td>
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</table>

### Description of Need and Justification

Three laser jet printers. One for the Assistant Manager, Supervisor of Vital Statistics, one for the bookkeeping/UCC clerk (handles the office deposit and book keeping). Asst. Manager and book keeper have existing PC. A PIR requesting a PC for the Vital Statistics Supervisor is with this year's budget request.

The Recording Division has one printer for printing forms, e-mails, forvus searches, deposit reports. The Recording Division has six different departments and only one printer to print needs for five of the departments. The printer is located in the manager's office (with her PC). When having conferences or disciplinary meetings this printer is unavailable to the clerk's. Clerk's prepare research certificates for customers ($5.00 per certificate). An index is printed from the forvus system and attached to this certificate. The customers and clerks are having to wait until meetings are completed or the meetings are having to take place in someone else’s office keeping them from doing necessary work.

These clerk's need the manager's password to access her PC when she is not at work.

### Expected Benefits

Giving the Asst. Manager, Vital Statistics Supervisor and Bookkeeper the ability to print necessary documents, forms and reports. The manager is interrupted many times throughout the day due to needs of these clerks to print needed information. This would free up manager's time to manager instead of preparing and printing forms. The manager's password will be keep secure. When the manager's printer is down there will be another printer available to print needed information. As of now customer's have to wait until it is available.

This will give these three department the ability to stay within their work area to assist customers and other office needs.
**Office of Budget and Evaluation**

**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

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<th>Facilities Management</th>
<th>Budget No.</th>
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<tr>
<td>Title of PIR</td>
<td>Software - Microsoft Access</td>
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<td>PIR #</td>
<td>(4) (assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
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</table>

**Description of Need and Justification**

Request twelve (12) Copies and Licenses for Microsoft Access

The need for this software is for the implementation of the County Wide work order request system. There is no work request system presently in use. The work orders were once distributed via a custom DOS based program that is no longer functional. Attempts to channel work requests to the proper work center are currently being made by telephone, pager, and/or fax. All of which have proven to be very inefficient and time consuming. Response time is not immediate and this limits the establishment of work priorities.

**Expected Benefits**

The department routes over 200,000 work requests to various internal work centers for completion. This task now takes excess of four hours to get into the hands of the workmen. The new software will lower this time to less than an hour. Goals for performance measures will show a marked improvement as communication of problems to the workmen will be prompt.

The overall benefit of having a new work order system will result in 25 to 40 percent time savings, 20 to 30 percent increase in completed work orders, a potential increase of 10 percent on preventive maintenance and better overall customer satisfaction.
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department Sheriff
Title of PIR Deputy Sheriff / Bureau Administrative Assistant
PIR # (assigned by Data Services/SCT)

Description of Need and Justification
1- Standard Notebook (laptop) computer configuration. Intel Pentium III processor, 128 MB of RAM, 6.0 GB Hard Drive or larger, 17' Display, Mouse, CD/RW Drive, Computer Docking Station, Video Input and capture Device, Speakers, Microsoft Office Standard Software, network Color laser jet printer and Carrying Case.
The Deputy Sheriff / Bureau Administrative Assistant position requires a computer system to perform the duties required of the position. For the collection, storage and organization of bureau data. The creation and display of presentations during community activities, forums and groups. The creation and display of presentations during intra-bureau command staff meetings. To have access to the Dallas County Group Wise Email system for communication within the department, other departments, government entities, businesses and the general public. To access the Internet which holds a wealth research and resource information to assistance in the administration of the bureau. To create, store, submit and report performance measures for the Operations Services Bureau. Portability in computing is necessary due to the many different locations the computer will be utilized.

Expected Benefits
Creation and storage of the many documents associated with the administration of the Operations Services Bureau would require an inordinate amount of time to complete without computer equipment. Efficient communication within the bureau, the community and other law enforcement agencies necessitates the use of the Dallas County Group Wise Email system, which requires the use of computer technology equipment. The creation, storage, reporting and publishing of performance measures are easier and quicker to accomplish with the use of computer technology equipment. Preparation and documentation of the bureau annual budgets and the bureau annual reports are easier, quicker and require less staff hours with the use of computer technology equipment. The research and preparations of the necessary documents required for grant funding requests are less man-hour intensive with computer technology equipment.

Department Head Signature
Department Contact Person Jesse Herrera, Asst. Chief Deputy
Priority Phone 214-653-3453
Rec'd by Budget Office
Rec'd by Data Services

Scoring (by Governance Committee)
Cost Savings Improved Management
Cost Avoidance Controls
Legal Requirements Multi-Use Systems
Service to the Public Cost Recapture

Form J FY2003
# PROGRAM IMPROVEMENT REQUEST

## COMPUTER HARDWARE AND SOFTWARE

### Department
FIRE MARSHAL

### Budget No.
3340

### Title of PIR
Replacement Laptop Computer

### Request Type
Replacement

### PIR #
(assigned by Data Services)

### Possible Funding Source

## Description of Need and Justification

We currently have an older laptop computer which no longer functions properly. During the Y2K, Data Services had recommended replacement due to age, limited memory, and general condition of the unit. This unit does not have enough memory space to allow us to use Power Point or Word Perfect. We are requesting that this unit (County # f75100, Data #ZXAS) be replaced with a current model. We will need at least 128 MB of memory and a built in modem, floppy dish and CD Rom. Estimated cost for the computer is $2,800.00. SOFTWARE - Microsoft Office Standard $236.00 - Corel Word Perfect 8 $131.00 - File Maker Pro 5 $ 200.00. Total cost is estimated at $3,357.00

### Expected Benefits

This unit will be used for Power Point presentations and training. It will also be used in the field during emergency situations.

### Department Head Signature

Bob Grant

### Priority
1

### Department Contact Person
Bob Grant

### Phone
214/204-3015

### Scoring (by Governance Committee)

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<td>Legal Requirements</td>
<td>Multi-Use Systems</td>
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<td>Cost Recapture</td>
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<td>Critical System Upgrade</td>
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Form J FY2003
### PROGRAM IMPROVEMENT REQUEST

**COMPUTER HARDWARE AND SOFTWARE**

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<thead>
<tr>
<th>Department</th>
<th>IT Services/ACS</th>
<th>Budget No.</th>
<th>Request Type</th>
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<tr>
<td>Title of PIR</td>
<td>Four USB Memory Storage Drives</td>
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<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
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</tbody>
</table>

**Description of Need and Justification**

This compact hard drive will be used for copying and moving data during computer replacement installations. Will effectively transport data from computer to computer without using network storage space. This drive will also help in the creation of permanent backup CD's for the user. Estimated cost $400 x 4 = $1600

**Total = $1600**

**Expected Benefits**

Multi-use systems – Able to import and export data during fiscal year installation to various County departments

Improved management control – able to manage the backup and storage of user(s) data files.

**Department Head Signature**

**Department Contact Person**

Austin T. Kelley

**Priority**

Phone 214-653-7736

Rec'd by Office of Budget and Evaluation

Rec'd by Data Services

**Scoring (by Governance Committee)**

<table>
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<th>Cost Avoidance</th>
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**Form J FY2003**

RECOMMENDED
# PROGRAM IMPROVEMENT REQUEST

## COMPUTER HARDWARE AND SOFTWARE

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<tr>
<th>Department</th>
<th>160th District Court</th>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>2 P.C.’s (County Issue and Software)</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
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<tr>
<td>Request Type</td>
<td>R &amp; S</td>
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</tbody>
</table>

### Description of Need and Justification

The 160th District Court needs two standard County Issue P.C.'s with standard software to replace the two computers in Judge's chambers and on the bench. The County issue computers offered to the 160th District Court in 1999 were diverted to other county departments as Judge Godbey provided his own. Judge Godbey will be leaving the 160th District Court and the computers he provided will no longer be available to this court.

Each of the other 12 Civil District Courts have been given computers for both their bench and their chambers. Without the use of these computers the court will effectively be shut down and unable to perform as required.

### Expected Benefits

1. Communication with the staff, County officials, other judges and departments.
2. Preparation of documents, rulings, orders, Charges and other case-related matters.
3. Legal Research
4. Access to the Web

The court cannot function without the use of computers. The Judge must have one available in chambers and on the bench.

---

### Department Head Signature

[Signature]

### Department Contact Person

Donna Boughton, Coordinator

### Priority

Phone 653-7273

### Rec'd by Office of Budget and

Rec'd by Data Services

### Scoring (by Governance Committee)

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<td>Service to the Public</td>
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Form J FY2003
<table>
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<tr>
<th>Department</th>
<th>Sheriff - Release Division</th>
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<tbody>
<tr>
<td>Brief Title of PIR</td>
<td>(1) Printer - Stand alone Lazer Jet</td>
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<tr>
<td>Dept. No</td>
<td>3150</td>
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<tr>
<td>Estimated Cost</td>
<td>$500.00</td>
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<td></td>
<td>Department Priority</td>
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</table>

**Brief Summary of Request**

This request for need is a Lazer Jet Printer to enhance the ability of the Record's Department to become more efficient reproducing documents for Staff and litigants.

**Discussion of Need**

This request for need is in the area of our Records (Archives). The item would be utilized to assist the Sheriff's personnel; District Attorney's Office or other entities in Dallas County whereby copying pertinent documentation on specific inmates for criminal and/or civil litigation. This would alleviate the Record's officer from disrupting his work to go to a jail to use a copier.

**Staff Review and Comment**
**New P.C. for Bridge Program Manager**

Description of Need and Justification

This PIR is requested in order to provide the necessary tools and equipment for the subject transferred position. The Road and Bridge Program Manager currently is a position assigned to the Road and Bridge Superintendent as a Bridge Foreman. This position coordinates with Public Works on all efforts on managing the Off System Bridge Program as well as assisting the road and bridge forces with maintenance and repair activities.

Many of the job requirements for this position require the review and coordination by a License Professional Engineer. Therefore it has been determined by the Commissioners Court that this technical position to be transferred to the Public Works Department within the next fiscal year and upon the current Bridge Foreman becoming the new Road and Bridge Superintendent for Road and Bridge District No. 2.

After review by the Public Works Department it is recommended that this position be reevaluated for reclassification due to the high technical involvement, management skills and inspection required for this position. Additionally, this position will manage and coordinate with the Road and Bridge forces the pavement management system that is currently being implemented through the GASB 34 efforts. This position will coordinate and track all Road and Bridge activities and data processed through the Public Works Department.

**Expected Benefits**

Due to the transfer of this position, the following items will be needed for this position in order for a smooth transition:

- Computer / Printer /Software 3,899 (Pentium 4 1.8GHZ - Office 2000 Professional)
- Network Cabling 125
  
  $ 4,024

Existing surplus furniture will be utilized.

These items were determined after reviewing the current available items with the Road and Bridge forces. Items such as the vehicle and cell phone will be transferred to the Public Works Department with this position.

---

Department Head Signature

Department Contact Person: Alberta Blair-Robinson

Priority

Phone: X7151

Received by Office of Budget and

Rec'd by Data Services

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Scoring (by Governance Committee)

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Form J

FY2003
**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

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<td>Budget No.</td>
<td>2003</td>
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<td>Request Type</td>
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</tbody>
</table>

**Description of Need and Justification**

Need: Upgrades Microsoft Office Professional Software (Word, Excel, PowerPoint, Access) for Judge Chambers + Courtroom and Coordinator. We are currently using 1997 versions of Word, Excel, PowerPoint, and Access. We also need to upgrade Corel WordPerfect 8 to WordPerfect 10.

3 copies Corel WordPerfect 10 — 3 x $181.46 = $543.00
2 copies Microsoft Office Professional 2002 — 2 x $334.10 = $668.00
1 copy Microsoft Word 2002 — 1 x $152.00 = $152.00

**Total**

$1,363.00

**Expected Benefits**

- Increased productivity, increased public service,
- Increased management control,
- Better document control and presentation

**Department Head Signature**

**Priority**

**Department Contact Person**

**Phone** 6711

**Rec’d by Office of Budget and**

**Scoring (by Governance Committee)**

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**Form J**

**FY2003**
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department: CONSTABLE'S OFFICE PRECINCT 1
Title of PIR: TWO PC'S (W/NETWORK CONNECTION) FOR CLERKS
Budget No.: 3210
Request Type: HIGH
PIR # (assigned by Data Services): Possible Funding Source

Description of Need and Justification
These PC's would give the clerical staff the ability to produce billing letters, affidavits, traffic complaints, and generate new forms--thus enhancing the professional appearance of any document sent by this office. This will require the desktop application package with Microsoft Word and a cable drop, and Groupware. This package would allow database-building abilities, and forms generated by the clerks would reduce the need for print chop expenses, minimize hand entry, which will improve accuracy and speed. The clerks are responsible for four divisions, Civil, Warrants, Writ Enforcement and Traffic divisions, with the increase in speed associated with these PC's the clerks could maintain these divisions with greater effectiveness.

Expected Benefits
Because the services of the Constable's Offices are mainly fee based, the increase in speed and efficiency provided by the upgrade from CRTs to PCs would improve our effectiveness which will generate more revenue for Dallas County.

Department Head Signature: Signature
Department Contact Person: SHERYL MALONE
Phone: 972-228-0006

Received by Office of Budget and
Rec'd by Data Services

Scoring (by Governance Committee)
Cost Savings
Cost Avoidance
Legal Requirements
Service to the Public

Improved Management
Controls
Multi-Use Systems
Cost Recapture
Critical System Upgrade

Form J FY2003
Department District Clerk - 4020
Title of PIR WASP Bar Code Software - 3
PIR # (assigned by Data Services/SCT)

Description of Need and Justification
The District Clerks Office requests two wasp bar code software licenses, with cd, be purchased to be utilized at two of the District Clerk locations. The software will provide a mechanism to print labels or sheets to be scanned into various software packages such as GAIN and Versalmage. This will eliminate multiple hand entries of information such as case number and transfer location. The utilization of bar codes will increase the accuracy in identifying the location of case jackets between Courts and the warehouse location.

3 Wasp Bar Code Software Licenses and cd 3 @ $200.00 each = $600.00

Total Cost = $600.00

Expected Benefits
The utilization of the software will increase accuracy and save time since one label can be created and read in multiple times. This will provide better service to the general public and courts with regards to locating case jackets.

Department Head Signature

Department Contact Person

Received by Office of Budget and Evaluation

Scoring (by Governance Committee)

Cost Savings
Cost Avoidance
Legal Requirements
Service to the Public

Improved Management
Controls
Multi-Use Systems
Cost Recapture
Critical System Upgrade

Form J Admin FY2003
PROGRAM IMPROVEMENT REQUEST
CAPITAL, EQUIPMENT, RENOVATION, MISCELLANEOUS

Department: Pre-Trial Release Ignition Interlock Section (CSCD)  Budget No. 3321
Brief Title of PIR: Personal Computer Printer
Estimated Cost: 1 @ $500.00  Department Priority: 1

Brief Summary of Request
Standalone Laser Jet Printer

Discussion of Need
The Pre-Trial Release/Ignition-Interlock section of the CSCD has been using a printer that was on loan from CSCD budget. The printer is now not operable and the unit is without a printer.

Staff Review and Comment

Form I  FY2003
# PROGRAM IMPROVEMENT REQUEST

**COMPUTER HARDWARE AND SOFTWARE**

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<th>Budget No.</th>
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<td>3 P.C. Printers</td>
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<tr>
<td>Possible Funding Source</td>
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</table>

### Description of Need and Justification

The Chief Clerks in the Probate Section each need a LazerJet P.C. Printer. The Chief Clerks currently have to walk to a desk behind their station each and every time they print. The docket sheets and various forms are now in the computer system. The Chief Clerks are also in-take Clerks and must record and print a docket sheet each and every time a document is filed. They also send various letters on claims, return mail etc that also requires printing.

### Expected Benefits

Increase productivity and expedite the work to the Judge and general public in a timely fashion.

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Controls</td>
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<tr>
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<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Cost Recapture</td>
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<tr>
<td>Service to the Public</td>
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# FY2003-045

## PROGRAM IMPROVEMENT REQUEST

### COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>Health and Human Services</th>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>Standard Desktop Computer (2)</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
</tr>
<tr>
<td>Budget No.</td>
<td>5317</td>
</tr>
</tbody>
</table>

### Description of Need and Justification

Computers are needed in the Infirmary and New Holland in order to obtain Inmate information from the network. There is only one computer in the Infirmary and one working computer at New Holland.

### Expected Benefits

Medical staff can complete their task in a timely manner.

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<tr>
<th>Department Head Signature</th>
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<tbody>
<tr>
<td>Priority</td>
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<tr>
<td>Department Contact Person</td>
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<td>Phone</td>
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### Scoring (by Governance Committee)

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#FY2003-064

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Office of Budget and Evaluation

PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

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<thead>
<tr>
<th>Department</th>
<th>Facilities Management (Planner)</th>
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<tr>
<td>Title of PIR</td>
<td>Software - AutoCAD</td>
<td>Request Type</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
</tr>
</tbody>
</table>

Description of Need and Justification
Request one (1) copy with license of AutoCAD 2002

The department does not presently have the AutoCAD software. The Planner is required to produce mechanical, plumbing, electrical, and structural drawings for our construction division as well as sub-contractors. Now, the department borrows from another department a PC with a dated version of AutoCAD to produce drawings. With this software, the department can provide accurate and detailed drawings in a more professional and timely manner, not hand drawn floor plans or sketches. Consulting engineers now periodically provide documents using the construction industry standard format which we cannot read. The software will allow us to read/use files and drawings that this engineering firms provide.

Expected Benefits
Time and cost savings stemming from not borrowing other departments assets and we will be in agreement with current construction industries standards. Adhering to current standards is very important because currently in the design phase for the additions to two major County Buildings. The accuracy that AutoCAD gives will decrease probability for errors.
**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Texas Cooperative Extension</th>
<th>Budget No.</th>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>Purchase of computers and printers</td>
<td>Request Type</td>
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</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
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</tbody>
</table>

**Description of Need and Justification**

Purchase of two computers and two printers

Current computers and printers were purchased through a Federal grant and upon termination of the program, computers will be removed. No replacement printers and computers are available.

**Expected Benefits**

The computers will allow job accomplishments by total staff, update and expansion of our website and an avenue of communication with clientele.

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>Priority</th>
<th>Department Contact Person</th>
<th>Phone</th>
<th>Received by Office of Budget</th>
<th>Rec'd by Data Services</th>
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**Scoring (by Governance Committee)**

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**PROGRAM IMPROVEMENT REQUEST**

**CAPITAL, EQUIPMENT, RENOVATION, MISCELLANEOUS**

<table>
<thead>
<tr>
<th>Department</th>
<th>PRINT SHOP</th>
<th>Budget No.</th>
<th>232 / 3127</th>
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<tbody>
<tr>
<td>Brief Title of PIR</td>
<td>COLOR PRINTER W/ STARTER KIT</td>
<td>Estimated Cost</td>
<td>$5200.00</td>
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<td></td>
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</table>

**Brief Summary of Request**

It is requested that the above color printer w/starter kit be purchased to allow for the Print Shop to have the ability to produce a commercial grade pamphlet / brochure in a laser quality color presentation. (Xerox Phaser 1235DX with starter kit)

**Discussion of Need**

There has been an increase in requests for pamphlets, brochures and covers. The above color printer will allow the Print Shop to produce a commercial grade product with laser quality. This will enable the Print Shop to do color quality presently done commercially. This will allow the County to save a considerable amount of tax payer money in the process.

**Staff Review and Comment**

---

Form 1

FY2003
### PROGRAM IMPROVEMENT REQUEST
#### COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>Budget No.</th>
<th>Title of PIR</th>
<th>Request Type</th>
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<tbody>
<tr>
<td>County Clerk</td>
<td>4031</td>
<td>Data Center Capacity Planning</td>
<td>Request Type</td>
</tr>
</tbody>
</table>

**PIR #** (assigned by Data Services/SCT)

**Possible Funding Source**

### Description of Need and Justification

PC with Forvus and Groupwise access for supervisor of the mail and control room. This PC needs the software for general office needs.

This department is a quality control department. The supervisor receives daily information from vendor in regards to microfilm and imaging of deed records. At this time she is taking the information down by phone or fax. She is then writing or typing a response to be faxed.

### Expected Benefits

Supervisor will be able to contact vendor via email and receive daily data by e-mail. This will benefit the control department in utilizing their time. They can respond by e-mail versus writing or typing response then faxing information requested from vendor.

### Scoring (by Governance Committee)

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**Form J**

**FY2001**
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>Communications &amp; Central Services - Records Management</th>
<th>Budget No.</th>
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</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Printer for Records Center</td>
<td>Request Type</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

Description of Need and Justification
The level of activities requiring access to the nework increased at the Records Center to the point that a second PC was needed at that location. In FY 2002, the County Clerk funded a 2nd PC for the Records Center from his Records Management Fund. However, we did not order a PC at that time. Since file folder labels must be printed daily for all requested folders, a 2nd printer is needed to improve the response time at the Records Center. These folder labels are an integral part of the circulation control sub-system of the records tracking software.

Expected Benefits
Allow improved response time in filling file folder requests from CPS, 5th Court of Appeals and county departments.

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>Priority</th>
<th>Department Contact Person</th>
<th>Margaret Anderson</th>
<th>Phone</th>
<th>214-653-6290</th>
<th>Rec’d by Data Services</th>
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Scoring (by Governance Committee)

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<td>Multi-Use Systems</td>
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<td>Legal Requirements</td>
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<td>Service to the Public</td>
<td>Critical System Upgrade</td>
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# FY2003-046

**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Health and Human Services</th>
<th>Budget No.</th>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>Standalone Laser Jet Printer (2)</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
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</tr>
</tbody>
</table>

**Description of Need and Justification**

1. Printer is needed for computer that is requested in the Infirmary. This will allow the staff to print needed information.

2. Printer is needed for the computer in the Supervisor's Office. The Supervisor is not able to print information from the computer.

**Expected Benefits**

Staff will be able to print information in a timely manner.

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**Scoring (by Governance Committee)**

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<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
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<td>Controls</td>
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PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

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<tr>
<th>Department</th>
<th>Facilities Management (Planner)</th>
<th>Budget No.</th>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>Software - OCR</td>
<td>Request Type S</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
</tr>
</tbody>
</table>

Description of Need and Justification

Request one (1) copy with license of a Optical Character Recognition (OCR) Software.

This software is needed to facilitate the storage and processing of hundreds of forms and documents. Forms that are needed can be filled out electronically making easily retrievable permanent records. The use of the software will be shared by all the staff of the administrative section of Facilities Management.

Expected Benefits

Increased efficiencies and cost savings stemming from going paperless. This would also allow for electronic storage to preserve documents longer than hard copies.

Department Head Signature

Priority

Department Contact Person

Phone

Received by Budget Office

Rec'd by Data Services

Scoring (by Governance Committee)
**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>VETERANS COUNTY SERVICE OFFICE</th>
<th>Budget No.</th>
<th>2060</th>
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<tbody>
<tr>
<td>Title of PIR</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td>0120</td>
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</tbody>
</table>

**Description of Need and Justification**

Hewlett-Packard Laserjet Color Printer #455Q priced at $1,999.

**Expected Benefits**

This printer will enhance the quality of our desktop printing as we communicate with the veteran community.

**Department Head Signature**

[Signature]

**Priority** 1

**Department Contact Person**

Stoneill B. Greene

**Phone** 214-819-1886

**Received by Office of Budget and Rec'd by Data Services**

**Scoring (by Governance Committee)**

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<thead>
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<td>Service to the Public</td>
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</table>

**Form J**

FY2003
Description of Need and Justification

Many of the Patrol Division files are getting too large to continue to maintain on the hard drive and cannot be saved on disk or shared. This limits the ability of the staff to work on the same documents as the information cannot be moved off the computer. All the computers in the Patrol Division are not on the email system.

Expected Benefits

Sharing of information will increase efficiency of the staff by allowing the staff members to input information in Division documents without having to send all the information to one person. Removing the large files from the hard drive will also increase the efficiency of the computer operating system.
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

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<thead>
<tr>
<th>Department</th>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>New Computer Hardware and Software</td>
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<td>R &amp; S</td>
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<tr>
<td>Possible Funding Source</td>
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</table>

Description of Need and Justification
Judge M. Kent Sims has been the permanent visiting judge for the Civil District Tax Court for over 2 years. Until recently, he has been without a computer on the bench. As a replacement for the old, Dallas County loaner he now has, the court’s request for a new computer would be in line with the county’s provision of modern bench computers for other district judges. This would allow the judge an opportunity to conduct on the spot legal research via Lexis, look up case information on the mainframe, and communicate on confidential matters with other members of the judiciary via email.

Expected Benefits
Having a new bench computer would afford the judge the opportunity to be more productive with his cases while in session. The Judge could communicate with the staff, county officials and other judges and departments. The computer would also allow for preparation of documents, rulings, orders charges and other case-related matters. The judge will have a computer that has the speed to conduct legal research and access to other information on the web.

<table>
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<tr>
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<tbody>
<tr>
<td>Department Contact Person</td>
<td>Ron Mackay, Dist Court Admin.</td>
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Received by Office of Budget and Rec’d by Data Services

Scoring (by Governance Committee)

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COMPUTER HARDWARE AND SOFTWARE

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<td>(assigned by Data Services/SCT)</td>
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</tbody>
</table>

Description of Need and Justification

Request one (1) HP Design Jet 500 42" Plotter.

The department currently has no means to print scaled drawings that are physically archived or newly created by the planner. The request for renovation/modifications to space throughout the county has increased so dramatically the constant demand for drawings/plans/estimates is very overwhelming. The plotter is needed to fill the void created by not having one. We are now intruding upon other departments needs by utilizing their plotter which hampers the efficiency of those departments as well as our.

Expected Benefits

Savings will be realized from not having to send non-scaled sketches out for reprographics services like we now do. The cost of doing this is often wasted because the projects do not get funded. A plotter will make creating plans and drawings for project estimates that do not materialize less costly as temporarily document can be created with the plotter.
**PROGRAM IMPROVEMENT REQUEST #FY2003-093**

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Sheriff's Criminal Investigation Section</th>
<th>Dept. No.</th>
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<td>Title of PIR</td>
<td>Printers (4)</td>
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<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
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</tbody>
</table>

**Description of Need and Justification**

There are 8 detectives assigned to the Criminal Investigation Section. With grant funding, a purchase was made in 2002 for 5 printers. CIS is needing 3 additional printers for the remaining staff. Additionally, the printer that the secretary is using does not have sufficient memory to print necessary documents.

**Expected Benefits**

Improve efficiency.

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**Scoring (by Governance Committee)**

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Form J  
FY2003
**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

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<tr>
<td>Title of PIR</td>
<td>File Maker Pro Software</td>
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<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
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</tbody>
</table>

**Description of Need and Justification**

We are requesting two additional File Maker Pro 5 Software Programs and licenses. One will go on the Fire Marshals' Computer and one for the secretaries computer.

**Expected Benefits**

This program is currently used for our data record keeping and our incident and investigation reports.

**Department Head Signature**

Bob Grant

**Department Contact Person**

Bob Grant

**Priority**

2

**Phone**

214/904-3015

**Rec’d by Data Services**


**Scoring (by Governance Committee)**

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</tbody>
</table>
The District Clerk's Office is requesting two Adobe PhotoShop Elements Software packages to be utilized by the Special Assistant and IS Coordinator in the District Clerk's Office. The software will be used for special projects, District Clerk manuals, web page development, and various interactions with the legal community and general public.

2 Adobe Photo Shop Software Packages 2 @ $100.00 each = $200.00
Total Cost = $200.00

The acquisition of the software will save time and be utilized as a tool for interactions with the legal community, general public, and web development. This will allow both positions to utilize County software rather than personal software.

Expected Benefits

Improved Management
Controls

Multi-Use Systems

Cost Recapture

Critical System Upgrade

Cost Savings
Cost Avoidance
Legal Requirements
Service to the Public

Form J Admin

FY2003
Office of Budget and Evaluation

PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

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<tbody>
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<td>Title of PIR</td>
<td>Printer</td>
<td>Request Type</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
</tr>
</tbody>
</table>

Description of Need and Justification
Request one (1) HP Photo smart P1000 Photo Printer.

The resolution of existing printers does not give the overall detail desired for court presentation of photos and documents. Existing printers in the department can not interface into the digital camera technology of today.

Expected Benefits
This printer will enable us to capture and print high quality photos directly from digital cameras. Being able to provide good quality photos has helped and will continue to help assure that vendors meet contract requirements by giving visual evidence of discrepancies. It also help establish an audit trail of before and after data concerning projects.

Department Head Signature

Department Contact Person

Received by Budget Office

Priority

Phone

Rec'd by Data Services
### PROGRAM IMPROVEMENT REQUEST

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>NORTH TOWER JAIL</th>
<th>Dept. No.</th>
<th># 3141</th>
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<td>Title of PIR</td>
<td>250 MEG. ZIP DRIVE (EXTERNAL) 2 EACH</td>
<td>Request Type</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding</td>
<td></td>
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</tbody>
</table>

**Description of Need and Justification**

We request 2 external USB 250 Meg. Zip Drives. We have created a personnel scheduler for the North Tower Jail. It will allow each shift to efficiently maintain their employees schedule. (i.e. days off, exceptional days off, on duty, assignment area, and statistical data with calculation formulas included in the file. This is a large file and would take several 1.44 floppy diskettes for each shift to save their work on a weekly basis. Each shift also has a large amount of Performance Evaluations that are completed on the computer and the Zip drive would allow us to save these evaluations for future reference. The purpose of requesting USB external drives is so that the supervisor can move from one area in the office to another to accomplish the tasks required prior to shift change.

**Expected Benefits**

This would allow the supervisors to save their work on a diskette for future access. It would also allow them to better supervise their employees by freeing up time spent on making schedules.

**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
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<td>Legal Requirements</td>
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<tr>
<td>Service to the Public</td>
<td>Critical System Upgrade</td>
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**COMPUTER HARDWARE AND SOFTWARE**

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<tr>
<th>Department</th>
<th>DISTRICT CLERK - 4020</th>
<th>Budget No.</th>
<th>4020</th>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>Remote Print Manager Software 9X v2.4</td>
<td>Request Type</td>
<td>S</td>
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</table>

**PIR#**

(assigned by Datl Services/SCT)

**Possible Funding Source**

**Description of Need and Justification**

The RPM Software is requested as an alternative to replacing mainframe printers. RPM offers localized printing from mainframe host systems to Windows platform personal computers. The software will allow users utilizing the Forvus option to print to a network or stand alone printer attached to a PC. The software provides formatting options to print labels and forms. The cost of $70.80 per license includes the Software Upgrade Maintenance for one year.

RPM Software - 20 @ $70.80 per license = $708.00
Shipping - $20.00
Total Cost = $7116.00

**Expected Benefits**

The purchase of the RPM licenses will eliminate the need to purchase mainframe printers for any user utilizing a PC with the Forvus gateway. Currently, various sections such as the Tax Court staff will require programming hours to convert mainframe data to a network printer. This software package will eliminate the need to submit programming requests related to network printing. The licenses will be utilized in two District Clerk Office locations, the George L. Allen Courts Building and the Frank Crowley Courts Building.

**Department Head Signature**

[Signature]

**Department Contact Person**

SHARON CAMARELLO

**Phone**

6362

**Scoring (by Governance Committee)**

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**Form J Admin**

FY2003
# PROGRAM IMPROVEMENT REQUEST

## COMPUTER HARDWARE AND SOFTWARE

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<th>Department</th>
<th>Facilities Management</th>
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<tbody>
<tr>
<td>Title of PIR</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
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</table>

### Description of Need and Justification

Request eight (8) HP DeskTop 940Cse InkJet Printer
Request two (2) Epson LQ 570E Impact Printers

The InkJet printers are needed by the maintenance supervisors that are office in several different locations. They currently have impact printers that will be converted to use with work order request system. The printers are a low cost attempt to provide printing capabilities for the supervisors at their work sites.

The impact printers are needed because there are ten locations where the work orders systems will be implemented and not enough printers are available. Printing the work orders on three part forms requires that an impact printer be used.

### Expected Benefits

The new printers will allows to immediately implement the work order system using Microsoft Access which is absolutely vital to our operation. The end result will be an increase that will be reflected in our Performance Measures. The implementation cost of the work order system will be greatly diminish.
## PROGRAM IMPROVEMENT REQUEST
### COMPUTER HARDWARE AND SOFTWARE

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<thead>
<tr>
<th>Department</th>
<th>Sheriff's - Kay's Detention Facility</th>
<th>Dept. No.</th>
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<tr>
<td>Title of PIR</td>
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<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
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</table>

### Description of Need and Justification

The Sergeant’s (Administrative) Office is in need of the standard-County issued Access/Excel packages. These programs are not installed on this particular P.C.

### Expected Benefits

Upon installation of this software package, the sergeants’ computer will be able to receive and process correspondence, reports, and policies of Dallas County Stored in these programs.

### Scoring (by Governance Committee)

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**COMPUTER HARDWARE AND SOFTWARE**

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<td>Title of PIR</td>
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<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
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</table>

**Description of Need and Justification**

The District Clerks Office requests one copy of Dreamweaver MX to be used to manage and develop web based applications for the District Clerks Office. Dreamweaver MX provides an integrated development environment to develop HTML, XHTML, ASP, and XML, which is the tool that the legal community is and will be using for future applications. Dreamweaver automatically converts HTML code for older browsers. The acquisition of this software will save time and insure that web pages may be viewed by multiple browsers.

1 Dreamweaver MX Software License and cd 1 @ $500.00 ea. = $500.00
Total Cost = $500.00

**Expected Benefits**

The acquisition of the Dreamweaver MX software will save time since coding is automatically generated. In addition, it will provide a mechanism to develop interactive applications to provide service to the legal community. Also, the software automatically generates code for older web browsers used by the general public.

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**Scoring (by Governance Committee)**

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Office of Budget and Evaluation

PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

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<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
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</table>

Description of Need and Justification

Request one (1) HP ScanJet 4470 CSE Scanner.

The department is responsible for developing and maintaining plans and records for past and future renovation projects. A scanner will allow the planner to electronic archive detail scaled models for the projects that he estimates.

Expected Benefits

The benefits of a scanner will provide historical data, plans, and specifications for proposed projects an opportunity to record electronically information for the 100+ jobs that are addressed annually will also be provided. The ultimate saving of approximately 15% of the time currently being expanded is a realistic possibility. Current archives are also starting to fade and deteriorate and the scanner will help provide a means to preserve these items.

Department Head Signature

Department Contact Person

Received by Budget Office

Priority

Phone

Rec'd by Data Services
**PROGRAM IMPROVEMENT REQUEST**  
**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th><strong>Department</strong></th>
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<td>(2) Picture It Publishing Microsoft Platinum Edition</td>
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<td><strong>PIR #</strong></td>
<td>(assigned by Data Services/SCT)</td>
<td><strong>Possible Funding Source</strong></td>
<td>General</td>
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</tbody>
</table>

**Description of Need and Justification**

Request a Picture/Publishing software program for PC #ZJG9 and ZMAK.

**Expected Benefits**

This software program would enable this office to produce publications for employee-related benefits; tracking; presentations etc.

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<tr>
<th><strong>Department Head Signature</strong></th>
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<td><strong>Legal Requirements</strong></td>
<td><strong>Critical System Upgrade</strong></td>
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Form J  
FY2003
### Description of Need and Justification

The District Clerks Office requests that two back up batteries be purchased for two existing DELL Latitude laptops located in the District Clerk’s Office. The laptops are approximately four years old and did not come with a spare battery. The laptops are utilized by the District Clerk and the IS Coordinator.

2 DELL Latitude back up batteries 2 @ $130.00 each = $260.00  
Total Cost = $260.00

### Expected Benefits

The purchase of the back up batteries will provide for the continuation of service to the legal community, general public, and District Clerk staff.

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### Scoring (by Governance Committee)

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<th>Improved Management Controls</th>
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**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

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<th>Department</th>
<th>Facilities Management (Planner)</th>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
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</table>

**Description of Need and Justification**

Request one (1) WinFax Pro Software with license.

This software will create a medium by which plans, drawing and other documents can be distributed both internally and externally to County Departments. The speed by which this can be achieved will make decision making much more timely. This software will also be shared by all the elements of the Facilities Management Administration.

**Expected Benefits**

The software is more cost efficient than a fax machine, will also allow large documents to be transmitted to an endless amount of locations. This will result in savings from less travel. Documents resolution will also be enhances because copier reduction will no longer be needed.
# PROGRAM IMPROVEMENT REQUEST
## COMPUTER HARDWARE AND SOFTWARE

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<tr>
<td>Title of PIR</td>
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<td>Request Type</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
<td>General</td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

REQUEST A DESK JET 990C SERIES. THE WATCH COMMANDERS COMPUTER #ZBLV WAS SUPPLIED WITHOUT A PRINTER. THE SERGEANTS OFFICE AND THE CAPTAINS' OFFICE GENERATE AND PROCESS DAILY REPORTS AND CORRESPONDENCE VIA THE PC. EACH OFFICE HAS A COMPATIBLE PRINTER. THE LIEUTENANTS NEED A PRINTER IN ORDER TO OPERATE IN THE SAME MANNER AND NOT HINDER EFFICIENCY.

**Expected Benefits**

ILLIMINATE BACKLOGS AT LIEUTENANTS WORK STATIONS AND IMPROVE THE OPERATION OF THE ADMINISTRATIVE OFFICE BY PROVIDING FINISHED REPORTS AND CORRESPONDENCE.

| Department Head Signature | | Priority | |
|---------------------------|------------------|
| Department Contact Person | | Phone | |
| Received by Budget Office | | Rec'd by Data Services | |

**Scoring (by Governance Committee)**

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# PROGRAM IMPROVEMENT REQUEST
## COMPUTER HARDWARE AND SOFTWARE

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<th>Department</th>
<th>Engineering &amp; Project Management</th>
<th>Budget No.</th>
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<tr>
<td>Title of PIR</td>
<td>Upgrade ACAD 2000 to ACAD 2002</td>
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<td>PIR #</td>
<td>(assigned by Data Services/SCT)</td>
<td>Possible Funding Source</td>
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</tbody>
</table>

**Description of Need and Justification**

Upgrade existing AutoCad 2000 software to current version (2002). This software will enable engineering staff to provide necessary drawings for the solicitation of competitive bids, County staff, to view and utilize consultant generated drawings (as built plans) that become Dallas County property for completed projects and to ensure the continued technical support for this software.

**Expected Benefits**

This will enable County engineering staff to produce and maintain a library of architectural/engineering data and provide technical support for other County Departments.

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>Priority</th>
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<tr>
<td>Department Contact Person</td>
<td>Abbas Kaka</td>
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<th>Upgrade</th>
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Form J FY2003
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department
Sheriff's Department/Inmate Programs/JCDTP
Dept. No. 3151

Title of PIR
Lotus NotesR5.0 for collaboration Software
Request Type

PIR #
(assigned by Data Services/SCT)
Possible Funding Source

Description of Need and Justification
The Lotus Notes software we are currently using is out dated (1994). It needs to be upgraded. We need six at a cost of $85.06 each for a total of $510.36. Description of program attached.

Expected Benefits
A up dated version of Lotus Notes will provide faster service for our MIS program and extend the life of the MIS system for the Jail Chemical Dependency Treatment Program.

Department Head Signature
Priority
Department Contact Person
Charles E. Beran
Phone 214-653-5980

Received by Budget Office
Rec'd by Data Services

Scoring (by Governance Committee)

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Form J
FY2003
## PROGRAM IMPROVEMENT REQUEST

### COMPUTER HARDWARE AND SOFTWARE

**Department**: Engineering & Project Management  
**Title of PIR**: External CDWriter  
**Budget No.**: 1021  
**Request Type**: 1

### Description of Need and Justification

Purchase of external CD-Writer to be used to store/copy AutoCad documents prepared by Engineering Department staff to build and maintain Engineering Department library.

### Expected Benefits

This will enable County engineering staff to produce and maintain a library of architectural/engineering data and provide technical support for other County Departments.

### Department Head Signature

Abbas Kaka  
**Phone**: 6242

### Scoring (by Governance Committee)

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**FY2003**
**PROGRAM IMPROVEMENT REQUEST**  
**COMPUTER HARDWARE AND SOFTWARE**

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<td>PIR #</td>
<td></td>
<td>Possible Funding Source</td>
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</table>

**Description of Need and Justification**

Computer ZCYA (property #83761) needs additional memory.

Drive C: (As of April 24, 2002)
- Free Space = 11.97 MB
- Used Space = 1.95 GB
- Capacity = 1.96 GB

This computer is utilized by the individual required to maintain records and nutrition documentation for the Sheriff and Juvenile Departments. The records and documentation prepared by this individual are critical and required by law. The County receives reimbursement through the Department of Human Services, National School Lunch/Breakfast Program, dependent upon the required records, developed and maintained via computer. Additionally, this computer runs the Computation nutrition analysis program, approved by the Department of Human Services. Data Services Technicians have recommended additional memory, and have checked and removed all nonessential software.

**Expected Benefits**

The information generated by this computer is essential to the daily operation of Detention Support Services, which provides meals and laundry services to the jail and juvenile facilities. This computer and its software are utilized to prepare menus and nutritional analysis, in accordance with law. The documents generated by this user are utilized to obtain federal reimbursement through the National School Lunch/Breakfast Program. Therefore, the cost will be self liquidating.

**Department Head Signature**

**Department Contact Person** Diane Bronar-Skipworth

**Phone** 214-637-5374

Rec’d by Budget Office

Rec’d by Data Services

**Scoring (by Governance Committee)**

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**Form J**

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# PROGRAM IMPROVEMENT REQUEST

**COMPUTER HARDWARE AND SOFTWARE**

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<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
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</table>

### Description of Need and Justification

Need upgraded memory and processor speeds for judge's bench computer, chambers computer and court coordinator's office computer.

### Expected Benefits

Increased proficiency

### Scoring (by Governance Committee)

- **Cost Savings**
- **Cost Avoidance**
- **Legal Requirements**
- **Service to the Public**

- **Improved Management**
- **Controls**
- **Multi-Use Systems**
- **Cost Recapture**
- **Critical System Upgrade**

Form J

FY2003
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department
Sheriff - Detention Support Services

Dept. No. 3152

Title of PIR
Color Printer for Lew Sterrett Kitchen

Request Type H

PIR # (assigned by Data Services/SCT)

Possible Funding Source

Description of Need and Justification
The Lew Sterrett Kitchen requests a color printer, for use with existing computer. Justification - for use with special projects, and to create "signs" and similar notifications, in color.

Expected Benefits
Signs and notifications, printed in color, will have improved visibility, and will likely increase compliance.

Department Head Signature

Priority

Department Contact Person
Diane Bronar-Skipworth

Phone 214-637-5374

Received by Budget Office

Rec'd by Data Services

Scoring (by Governance Committee)

Cost Savings

Improved Management

Cost Avoidance

Controls

Legal Requirements

Multi-Use Systems

Service to the Public

Cost Recapture

Critical System Upgrade

Form J

FY2003
**PROGRAM IMPROVEMENT REQUEST**

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Communications &amp; Central Services-ASC</th>
<th>Budget No.</th>
<th>1027</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Software and support server</td>
<td>Request Type</td>
<td>N</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

The current ASC fleet software (FLEET COMPUTING, ALAMAGORDO, N.M.) was installed in 1990. Data conversion is a real problem. It will not generate meaningful custom reports nor manipulate data. In addition, the current system will not generate work orders for efficient and cost-effective daily vehicle repair. An automotive service industry approved software system allowing ASC to generate reports with a varying set of parameters pertaining to each specific report, will allow all associated County departments to be more efficient when processing the report information.

**Expected Benefits**

1. Improved access to the fleet database
2. Increase in management control over the status of all vehicles in the fleet, generation of time-sensitive reports.

The diversity of the fleet demands a system with multiple field and custom report generation capabilities.

---

**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management Controls</th>
<th>Cost Avoidance</th>
<th>Multi-Use Systems</th>
<th>Legal Requirements</th>
<th>Cost Recapture</th>
<th>Service to the Public</th>
<th>Critical System Upgrade</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

**Form J**

FY2003
## PROGRAM IMPROVEMENT REQUEST

### COMPUTER HARDWARE AND SOFTWARE

<table>
<thead>
<tr>
<th>Department</th>
<th>Constable Pct. 2 (Dept. 3220)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>New Desktop Computer</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
</tr>
</tbody>
</table>

### Description of Need and Justification

(1) Standard Desktop Computer, network ready, with Software, as set forth in FY2003 Budget Preparation Manual, at a cost of $1,819.00, for our dispatcher.

With re-districting, our deputy staff grew to 30, including 6 traffic officers. This increased staff has understandably resulted in much greater radio traffic. The response time of the mainframe computers is very slow, and our dispatch would be greatly enhanced by the quick response that a PC offers. This would prevent our officers from having long delays while checking for wanted persons.

### Expected Benefits

- Quicker response time when checking on wanted persons, which results in increased officer safety.
- More avenues for locating individuals on whom we have civil or criminal processes to serve.

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Avoidance</td>
<td>Controls</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Cost Recapture</td>
</tr>
<tr>
<td></td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

Form J  FY2003
### REPLACEMENT EQUIPMENT REQUEST  

**Department** | **County Auditor** | **Budget No.** | 1070
---|---|---|---

<table>
<thead>
<tr>
<th>Priority</th>
<th>Item to be Replaced</th>
<th>Age (years)</th>
<th>Property Number</th>
<th>Estimated Cost of Replacement</th>
<th>Comments/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>386SX Desktop (ZXFR)</td>
<td>over 9 Yrs</td>
<td>068679</td>
<td>$2,271</td>
<td>Unit does not meet the County standard for minimum desktop configuration.</td>
</tr>
<tr>
<td>2</td>
<td>486 clones (ZBA9, ZXC5)</td>
<td>8 Yrs</td>
<td>75334 (ZBA9), 73848 (ZXC5)</td>
<td>2 X $2,271 = $4,542</td>
<td>Units do not meet the County standard for minimum desktop configuration.</td>
</tr>
<tr>
<td>3</td>
<td>Dell 5133 w/ Pentium 133MHz processor (ZBFY, ZBYE)</td>
<td>6 Yrs</td>
<td>79089 (ZBFY), 79397 (ZBYE)</td>
<td>2 X $2,271 = $4,542</td>
<td>Units do not meet the County standard for minimum desktop configuration.</td>
</tr>
<tr>
<td>4</td>
<td>Dell On w/ Pentium 200MHz processor (ZCZT, ZCUU, ZCTX, ZCTV, ZCUK)</td>
<td>5 Yrs</td>
<td>82775 (ZCTZ), 82774 (ZCUU), 82778 (ZCTX), 82771 (ZCTV), 83633 (ZCUK)</td>
<td>5 X $2,271 = $11,355</td>
<td>Units do not meet the County standard for minimum desktop configuration.</td>
</tr>
<tr>
<td>5</td>
<td></td>
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<td>10</td>
<td></td>
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</tr>
</tbody>
</table>
Brief Title of PIR: Personal Computer Printer

Estimated Cost: 1 @ $500.00

Department Priority: 1

Brief Summary of Request

Standalone Laser Jet Printer

Discussion of Need

The county furnished a process and monitor on FY2002 budget, but did not provide a printer. Officer has been using personal printer (from home) to process county business. This printer needs to compatible with a Dell Computer.

Staff Review and Comment
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 18th day of February, 2003, on motion made by ________________________________, and seconded by ________________________________, the following order was adopted:

WHEREAS, This issue was briefed before Commissioners Court on February 11th, 2003; and

WHEREAS, The M.I.S. Director scored all FY2003 computer related requests received by the Budget Department as part of the FY2003 Budget process; and

WHEREAS, Funding for the total one time cost of $179,625 is available from the Major Technology Fund, (Fund 195); and

WHEREAS, A three year warranty is provided with standard Computers, Notebooks and Server; and

WHEREAS, The above request has been recommended by the M.I.S. Director.
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court authorizes the implementation of 64 computer related budget requests for a total one time cost of $179,625 to be funded from the Major Technology Fund (Fund 195), FY2003, Computers PIR Project (92014), (195.0.92014.2003) with $20,375 to be used for funding additional replacement requests.

DONE IN OPEN COURT this the 18th day of February, 2003.

Margaret Keliher, County Judge

Jim Jackson, Commissioner
Road and Bridge, District 1

Mike Cantrell, Commissioner
Road and Bridge, District 2

John Wiley Price, Commissioner
Road and Bridge, District 3

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

RECOMMENDED BY: John M. Hennessey, M.I.S. Director
Vanessa B. King, Site Manager
I.T. Services/SchlumbergerSema
The M.I.S. Director recommends that 11 computer related FY2003 requests, for a total of $37,039 be funded from the Public Works Department Fund #00120.2010.02093.2003.

Background:

All new computer related requests submitted to the Budget Office as part of the FY2003 budget process were forwarded to M.I.S. Director for review. These requests were scored by the M.I.S. Director according to an established scoring system used in previous years to rank all computer related requests. After reviewing all requests, the Public Works Department's requests were placed on the Alternate Funding List. These requests were submitted with an alternate funding source.

The total cost of these requests is $37,039.
Financial Impact/Considerations:

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

<table>
<thead>
<tr>
<th>Request No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>#FY2003-053</td>
<td>Four Replacement Standalone Printers</td>
<td>$2,000</td>
</tr>
<tr>
<td>#FY2003-054</td>
<td>Delorme Street Atlas Software</td>
<td>$2,550</td>
</tr>
<tr>
<td>#FY2003-055</td>
<td>Delorme 3-D Topo Quads</td>
<td>$90</td>
</tr>
<tr>
<td>#FY2003-056</td>
<td>Two Replacement Computers</td>
<td>$4,742</td>
</tr>
<tr>
<td>#FY2003-057</td>
<td>Server Backup System</td>
<td>$3,800</td>
</tr>
<tr>
<td>#FY2003-058</td>
<td>WinZip Multiple User License</td>
<td>$500</td>
</tr>
<tr>
<td>#FY2003-059</td>
<td>GIS Hardware (3PCs and 2 Firesafe Container)</td>
<td>$7,293</td>
</tr>
<tr>
<td>#FY2003-060</td>
<td>GIS Hardware (One Notebook Computer)</td>
<td>$2,819</td>
</tr>
<tr>
<td>#FY2003-061</td>
<td>Printer and Dial-up Internet Connection</td>
<td>$750</td>
</tr>
<tr>
<td>#FY2003-062</td>
<td>Digital Switching Console</td>
<td>$4,495</td>
</tr>
<tr>
<td>#FY2003-121</td>
<td>MS Project 2002 Professional (Enter. Mgmt. Solution)</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Total One Time Cost</strong></td>
<td></td>
<td><strong>$37,039</strong></td>
</tr>
</tbody>
</table>

Funding:

Funding is available to purchase this computer related request from the General Funds (Fund 120), Public Works Department (Dept. 2010), Computer Hardware account (2093), FY2003 budget, (120.2010.02093.2003). The total cost of this request is $37,039.

Projected Schedule:

This equipment will be installed by SchlumbegerSema as part of the services under their existing Contract at no additional cost to the County.

Recommendation:

The M.I.S. Director recommends that Commissioners Court approve the use of General Funds (Fund 120), Public Works Department (Dept. 2010), Computer Hardware account (2093), FY2003 budget, (120.2010.02093.2003) to provide for computer and hardware replacements for a total cost of $37,039.

Reviewed By: John M. Hennessey
M.I.S. Director
PROGRAM IMPROVEMENT REQUEST

COMPUTER HARDWARE AND SOFTWARE

Department: Public Works
 Budget No.: 2010

Title of PIR: PC Printer (Replacement)
 Request Type: R,S

PIR #: (assigned by Data Services)
 Possible Funding Source:

Description of Need and Justification

The Dallas County Public Works Property Division has four printers that have become obsolete. These printers are approximately ten years old, with insufficient speed and memory to handle the file sizes that are typical applications from this section. These printers are too old to be supported on the County’s maintenance contract. Because of their obsolete configuration these printers are not as compatible with the current software being used by this section. It is required that these printers be replaced with the standard stand alone HP Laser Jet 1100 SE.

Refer to Attachment “A” and “B”.

Expected Benefits

Replacement of the obsolete printers with the HP Laser Jet 1100 SE printers will improve the productivity, quality, and overall efficiency of the Property Division. The new printers will reduce down-time related to maintenance, saving time and reducing cost.

Department Head Signature: [Signature]

Department Contact Person: Silies Camarillo

Priority

Phone

Received by Office of Budget and Rec’d by Data Services

Scoring (by Governance Committee)

Cost Savings
 Cost Avoidance
 Legal Requirements
 Service to the Public

Improved Management
 Controls
 Multi-Use Systems
 Cost Recapture
 Critical System Upgrade

Form J

FY2003
# PROGRAM IMPROVEMENT REQUEST

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Public Works - Property Division</th>
<th>Budget No.</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Delorme Street Atlas</td>
<td>Request Type</td>
<td>S</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td>91 Bond ROW</td>
</tr>
</tbody>
</table>

### Description of Need and Justification

11 Each - CD Rom- Delorme Street Atlas Print Maps needed to prepare Appraisal Reports, Assist in locating Delinquent Tax Properties, locate property owners and other locations to meet property owners, and prepare exhibits for condemnation cases.

Cost 49.99 Each

Total Cost: $550.00

Refer to Attachment "A".

### Expected Benefits

1. Locate any address in United States.
2. Not restricted to Dallas County.
4. Mapping package will allow staff to customize maps (reports, exhibits, and location of property owners).

### Department Head Signature

Selas Camarillo

### Department Contact Person

Selas Camarillo

### Received by Office of Budget and

### Rec’d by Data Services

### Scoring (by Governance Committee)

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management Controls</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Multi-Use Systems</td>
</tr>
<tr>
<td>Legal Requirements</td>
<td>Cost Recapture</td>
</tr>
<tr>
<td>Service to the Public</td>
<td>Critical System</td>
</tr>
<tr>
<td>Upgrade</td>
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</table>

Form J FY2003
**PROGRAM IMPROVEMENT REQUEST**  
**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Public Works - Property Division</th>
<th>Budget No.</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>Delorme 3-D Topo Quads</td>
<td>Request Type</td>
<td>S</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td>91 Bond ROW</td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

One CD-Rom mapping software package with topographic contours. Also, has Vectors for Street Level Data.

Cost $90.00

Refer to Attachment “A”.

**Expected Benefits**

Allow Staff to prepare custom maps indicating grade differentials along roadways. Also, contours for open space projects. It can also be used for Exhibits to demonstrate the need for easements along county roads.

**Department Head Signature**

<table>
<thead>
<tr>
<th>Department Contact Person</th>
<th>Selas Camarillo</th>
<th>Phone</th>
<th>ext 6400</th>
</tr>
</thead>
</table>

**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
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<tr>
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<tr>
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<th>Critical System</th>
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<tr>
<th>Form J</th>
<th>FY2003</th>
</tr>
</thead>
</table>

**Priority**

1

**Department Contact Person**

Selas Camarillo

**Phone**

ext 6400

**Rec'd by Data Services**
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department: Public Works - Property Division
Title of PIR: Replacement of Two (2) PCs
PIR #: (assigned by Data Services)
Budget No.: 2010
Request Type: S
Possible Funding Source: 91 Bond

Description of Need and Justification
The Property Division is presently using two obsolete desktop computers. These computers are assigned to the negotiation section and are used for preparing highly technical and complex documents that are critical for acquisition of property for roadway projects and other county real estate needs. These older units are not configured to function at the same level as the newer units. This creates difficulty in accessing digital media and data currently shared by others.

Slower processor speeds in these computers make them susceptible to “lock ups” in the network environment; the Windows 95 operating system is not compatible with newer software and peripherals in the Property Division.

Expected Benefits
Replacing these 2 PCs with the attached desktop configuration will provide the processing speed, the Hard Disk storage, and the newer/faster/compatible software to increase the section’s overall efficiency, productivity, reduce lost time, down time and maintenance of an obsolete system.

SEE ATTACHMENT “A”

Department Head Signature: [Signature]
Department Contact Person: Selas Camarillo
Phone: ext 6400

Scoring (by Governance Committee)
Cost Savings
Cost Avoidance
Legal Requirements
Service to the Public

Improved
Management Controls
Multi-Use Systems
Cost Recapture
Critical System
Upgrade

Form J FY2003
PROGRAM IMPROVEMENT REQUEST
COMPUTER HARDWARE AND SOFTWARE

Department: Public Works
Title of PIR: Server Backup System
Request Type: 34 M

Description of Need and Justification:
The working files generated by using GIS and Microstation are in the order of 4 Megabytes per file. This means that backup and storage of these files requires large amounts of disk space. Storage space on the County's shared drives is very limited. This situation has forced The Design and Transportation Sections of the Public Works Department to procure two servers in the past two years to avoid overloading the County network and backup system. The current method of backup of files from these servers is manual in the Design Section and non-existent in the Transportation Section. It is proposed to purchase software that would enable automated backups of the data, as well as an additional hard drive and tapes for storage of backed-up data.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcsotr Software and Multiserver License</td>
<td>$900</td>
</tr>
<tr>
<td>Backup Tapes</td>
<td>$2,400</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>$500</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td>$3,800</td>
</tr>
</tbody>
</table>

Expected Benefits:
The security and verification of many months of GIS and Design work will be assured by automated back-up system. The automation of back-ups will minimize the possibility of operator error in back-up and restoration of these files.

Scoring (by Governance Committee):
- Cost Savings
- Cost Avoidance
- Legal Requirements
- Service to the Public
- Improved Management
- Controls
- Multi-Use Systems
- Cost Recapture
- Critical System Upgrade

Form J: FY2003
## PROGRAM IMPROVEMENT REQUEST

**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Public Works</th>
<th>Budget No.</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>WINZIP Multiple User License</td>
<td>Request Type</td>
<td>S</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
<td>Possible Funding Source</td>
<td>Bond</td>
</tr>
</tbody>
</table>

### Description of Need and Justification

WINZIP software is frequently used by consultants and other government entities to transfer files to Dallas County. The software shareware version is available on the internet for limited use. A site licensed version is requested in order to comply with copyright and licensing laws and to continue to use this useful software.

**WINZIP License (50 to 99 computers)**

$ 500

### Expected Benefits

The employees can continue to use WINZIP without infringing on licensing laws.

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**Department Head Signature**

[Signature]

**Priority**

[Priority]

**Department Contact Person**

Antoinette Bacchus

**Phone**

[Phone]

**Received by Office of Budget and**

[Received by Office of Budget and]

**Rec'd by Data Services**

[Rec'd by Data Services]

### Scoring (by Governance Committee)

<table>
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<th>Cost Savings</th>
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Form J

FY2003
# PROGRAM IMPROVEMENT REQUEST

## COMPUTER HARDWARE AND SOFTWARE

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<table>
<thead>
<tr>
<th>Department</th>
<th>PUBLIC WORKS—TRANSPORTATION PLANNING</th>
</tr>
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<tbody>
<tr>
<td>Title of PIR</td>
<td>GEOGRAPHIC INFORMATION SYSTEMS (GIS) Hardware</td>
</tr>
<tr>
<td>Budget No.</td>
<td>2010</td>
</tr>
<tr>
<td>Request Type</td>
<td>R H</td>
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<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
</tr>
<tr>
<td>Possible Funding Source</td>
<td>MCIP</td>
</tr>
</tbody>
</table>

### Description of Need and Justification

<table>
<thead>
<tr>
<th>Computer Hardware</th>
<th>Qty</th>
<th>Total Price</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pentium IV Processor 2.0GH, 512MB</td>
<td>3</td>
<td>$5,745</td>
<td>Needed for running asset management software</td>
</tr>
<tr>
<td>FireSafe Security Containers</td>
<td>2</td>
<td>$240</td>
<td>For backing up data stored on CDs</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 5,985</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Expected Benefits**

The Public Works Department recently acquired an asset management software system to facilitate the inventory and management of data needed for complying with the requirements of Governmental Accounting Standards Board Statement 34 (GASB 34) and the National Pollutant Discharge Elimination System (NPDES). Two GIS Technicians, the Senior and Junior Transportation Planners, and the Traffic Engineer are expected to partake in the massive data entry, editing, and inventory needed for complying with these federal regulations. The GIS Technicians only currently have computers with the capability necessary to access and run this asset management software. In order that the other 3 employees may be able to assist in this data inventory effort and thereby enable timely compliance with the requirements of the regulations cited above, 3 new Pentium IV computers will need to be purchased. An upgrading of the standard Pentium II workstations currently utilized by these 3 employees will not be cost-effective as such an upgrade will be equally, if not more expensive than a complete replacement of the computers.

The FireSafe Security Containers are needed for backing up data as security against loss or corruption of data stored on the hard drive and CDs. As more data inventorying is accomplished with the new asset management system it is essential that such back up be provided to insure that if data is lost or corrupted, it could be cost-effectively replaced without a massive input of man hours and effort.

---

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>DON CRANFORD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority</td>
<td>X7151</td>
</tr>
<tr>
<td>Department Contact Person</td>
<td>DON CRANFORD</td>
</tr>
<tr>
<td>Phone</td>
<td>X7151</td>
</tr>
<tr>
<td>Received by Office of Budget and Rec’d by Data Services</td>
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</tr>
</tbody>
</table>

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### Scoring (by Governance Committee)

- **Cost Savings**
- **Improved Management**
- **Controls**
- **Cost Avoidance**
- **Multi-Use Systems**
- **Legal Requirements**
- **Cost Recapture**
- **Service to the Public**
- **Critical System Upgrade**

---

**Form J**

**FY2003**
Program Improvement Request
Computer Hardware and Software

Department: Public Works—Transportation Planning

Title of PIR: Geographic Information Systems (GIS) Hardware

PIR # (assigned by Data Services)

Budget No.

Request Type: H

Possible Funding Source: MCIP

Description of Need and Justification

<table>
<thead>
<tr>
<th>Computer Hardware</th>
<th>Qty</th>
<th>Total Price</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notebook PC</td>
<td>1</td>
<td>$2,700</td>
<td>For GPS and GIS Field Work</td>
</tr>
<tr>
<td>Intel Pentium IV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>512 MB RAM, CPU 1600MHz, 30 GB Hard Disk, CD-ROM, Windows NT or XP</td>
<td>1</td>
<td>$2,965</td>
<td></td>
</tr>
<tr>
<td>MS-Office PRO</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Expected Benefits

The Public Works Department recently acquired an asset management software system to facilitate the inventory and management of data needed for compliance with the requirements of Governmental Accounting Standards Board Statement 34 (GASB 34) and the National Pollutant Discharge Elimination System (NPDES). The GIS Manager and Technicians are currently engaged in the process of collecting field data for complying with these federal regulations. Currently, they are required to collect the data and return to the office to check this data for accuracy. In cases whereby a predetermined level of accuracy is not reached, the Technicians are forced to return to the field to re-collect the data. A laptop with the speed and memory capabilities to run the asset management software necessary for checking the data accuracy will enable the technicians to determine the data accuracy while out in the field and re-collect the data if this accuracy is not reached, without having to return to the office. This is time-effective as well as cost-effective. It also reduces the risk involved in traveling back and forth from the office to the field.

Department Head Signature

Priority

Department Contact Person: Don Cranford  Phone: X7151

Received by Office of Budget and Rec'd by Data Services

Scoring (by Governance Committee)

Cost Savings

Cost Avoidance

Legal Requirements

Service to the Public

Improved Management

Controls

Multi-Use Systems

Cost Recapture

Critical System Upgrade

Form J FY2003
# PROGRAM IMPROVEMENT REQUEST
## COMPUTER HARDWARE AND SOFTWARE

**Department:** PUBLIC WORKS--TRANSPORTATION PLANNING  
**Title of PIR:** Printer & Dial-up Internet Connection  
**Budget No.:** H  
**PIR #:** (assigned by Data Services)  
**Possible Funding Source:** MCIP

### Description of Need and Justification

Currently the Public Works Sign Shop, located on the R&B District 3 grounds does not have access to the County network. A dial-up internet connection is requested to permit the exchange of e-mail and file transfers between the Public Works offices, Road & Bridge Districts, customer cities and the Sign shop. A stand alone laser jet printer is also requested to permit field technicians to print traffic study data and other files on site.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printer</td>
<td>1</td>
<td>$500</td>
</tr>
<tr>
<td>Modem Card</td>
<td>1</td>
<td>100</td>
</tr>
<tr>
<td>Annual Internet Dial up service fee</td>
<td>1</td>
<td>120</td>
</tr>
</tbody>
</table>

### Expected Benefits

The addition of the printing and e-mail/file exchange capabilities in the Sign shop will reduce the number of trips to the Administration Building, R&B Districts and cities necessary for the field technicians. The technicians will be able to complete more of their data collection and verification, cost estimating, inventory and time keeping on site, in the shop, and provide better turnaround in providing data and responses to the main PW office, Districts and cities. The ability to print will enhance on site filing capabilities and will permit on site review of traffic data collected in the field to verify the validity of the data and determine the need for recollection due to bad data and data collector failures. It is expected that this PIR will result in a minimum reduction of one trip per week and travel time savings of at least one hour per week for each of the 3 field technicians as well as providing improved service to their customers.

### Scoring (by Governance Committee)

- **Cost Savings**
  - Improved Management Controls
  - Cost Avoidance Multi-Use Systems
  - Legal Requirements Cost Recapture
  - Service to the Public Critical System Upgrade

**Priority:**

- **Department Head Signature:**
  - [Signature]

- **Department Contact Person:** DON CRANFORD  
  - **Phone:** X7151  
  - **Rec’d by Data Services:**

**FY2003**
Public Works has established a secure network of servers and computers which are connected by a digital switching system. The need as defined earlier, was to alleviate any performance problems to the county intranet caused by the large (Over 4 Megabyte) files routinely handled by GIS and Microstation users. The switch has a maximum capacity of serving up to 96 users but is currently configured to serve only 48 users. Currently the switch has 46 of the 48 ports occupied. This request for an additional blade would double the maximum number of users to 96 giving the switch flexibility to add potential new users.

WS-X4148-RJ Catalyst 4000 10/100 Auto Module, 48 – Ports (RJ-45)  C USD $ 4,495

Expected Benefits
The blade would expand the capacity of the switch. Public Works will be adding at least 2 new employees who will need to be connected to the switch in the coming year. As a result of this, the maximum limit of connections would have been reached. The possibility of needing to add an additional person or hardware within the year is very high. The result of adding computers or other hardware to the network without connection to the switch would be to severely slow down the performance of the county intranet. Purchasing the blade at this time ensures that the Department is prepared to add any potential new users and assures the continued responsiveness of the county network.
**PROGRAM IMPROVEMENT REQUEST**  
**COMPUTER HARDWARE AND SOFTWARE**

<table>
<thead>
<tr>
<th>Department</th>
<th>Public Works – Program &amp; Engineering Management Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of PIR</td>
<td>MS Project 2002 Professional (Enterprise Management Solution)</td>
</tr>
<tr>
<td>PIR #</td>
<td>(assigned by Data Services)</td>
</tr>
</tbody>
</table>

**Description of Need and Justification**

The above mentioned software is needed for our Program Management to better manage and utilize Resources, Budgeting, Scheduling of our projects.

This Software is a network version, which will be accessed via server. It will work with our current system configuration. The Director, Assistant Directors, Project Managers, Program Manager, Senior Design Engineers, Senior Transportation Engineers, Senior Property Engineers will heavily use this proposed software.

Total Expected Cost .................................................................................... $ 10,000.00

**Expected Benefits**

Public Works has the need for the above mentioned software. It is an essential tool for our Program Management, which we are developing for our Projects. This tool will allow us to manage and better utilize our resources, schedules, and budgets across all projects simultaneously. This proposed software would as well, allow us to better track our time and expenses, which in turn will result in better control of our schedules and Project delivery cycle time.

**Department Head Signature**

Priority

Department Contact Person

Kasem Elkhalid

Phone

Received by Office of Budget and

Rec'd by Data

**Scoring (by Governance Committee)**

<table>
<thead>
<tr>
<th>Cost Savings</th>
<th>Improved Management</th>
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</thead>
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<tr>
<td></td>
<td>Controls</td>
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<tr>
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<td>Multi-Use Systems</td>
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<tr>
<td></td>
<td>Cost Recapture</td>
</tr>
<tr>
<td></td>
<td>Critical System Upgrade</td>
</tr>
</tbody>
</table>

**Form J**  
FY2003
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 18th day of February 2003, on motion made by ____________________________, and seconded by ____________________________, the following order was adopted:

WHEREAS, This issue was briefed before Commissioners Court on February 11th, 2003; and

WHEREAS, The M.I.S. Director reviewed all Public Works Department FY2003 Alternate Funding Source computer related requests; and

WHEREAS, Funding for the total one time cost of $37,039 is available from the Public Works Department Fund #120.02010.2093.2003; and

WHEREAS, A three year warranty is provided with the standard Computers, Notebooks and Server; and

WHEREAS, The above request has been recommended by the M.I.S. Director.
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court authorizes and approves the expenditure of eleven computer related requests for a total one time cost of $37,039 to be funded from General Funds (Fund 120), Public Works Department (Dept. 2010), Computer Hardware account (2093), FY2003 budget, (120.2010.02093.2003).

DONE IN OPEN COURT this the 18th day of February, 2003.

Margaret Keliher, County Judge

Jim Jackson, Commissioner
Road and Bridge, District 1

Mike Cantrell, Commissioner
Road and Bridge, District 2

John Wiley Price, Commissioner
Road and Bridge, District 3

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

RECOMMENDED BY: John M. Hennessey, M.I.S. Director

Vanessa B. King, Site Manager
I.T. Services/Schilling/Sema
February 5, 2003

MEMORANDUM

TO: Commissioners Court

THROUGH: John Wiley Price, Commissioner District 3

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

SUBJECT: COCKRELL HILL ROAD MCIP PROJECT 30215
(IH 30 to LaReunion)
Contract for Consultant Engineering Services

BACKGROUND

Cockrell Hill Road from IH 30 to LaReunion was selected in the first call for projects for the Major Capital Improvement Program for Program Year 2005. The project is located in Road and Bridge District 3 and in the City of Dallas.

Public Works staff have followed County Policy and Procedures for the procurement of engineering services for design of the subject project. Williams-Russell and Johnson, Inc., has been selected as the highest qualified firm for the subject project through a two-step selection process required by state statute and has proposed to perform the required services in the scope and for the fees set forth in Attachment “A” and “B” of the attached Consultant Engineering Services Contract.

IMPACT ON SCHEDULE AND OPERATIONS

Engineering design services must begin immediately for projects to be let for construction in Program Year 2005. Commencement of preliminary design services is the first objective to accomplish in order to be in construction by 2005.

FINANCIAL IMPACT

Williams-Russell and Johnson, Inc., has proposed to perform the required Phase I, Preliminary Design Services for an amount not to exceed $131,081.00. There is sufficient money in the MCIP Program Project to fund the contract. Funds are available in Fund 196, Account 8010, FY 2002, Project 8201 for the Cockrell Hill Road Project.
MWBE INFORMATION
Williams-Russell and Johnson, Inc., is a certified WBE firm with the North Texas Central Council of Governments. The Director of MWBE Affairs submitted his report with the first round of qualifications in the two step process.

RECOMMENDATION
It is recommended that the County Judge be authorized and directed to execute the attached contract Consultant Engineering Services with Williams-Russell and Johnson, Inc., in the amount of $131,081.00 to be paid from current MCIP funds located in Fund 196. If Commissioners Court is in agreement, a court order will be placed on the next Formal Agenda for approval.

APPROVED BY:

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

Attachments (Contract with Attachments)

cc: Irvin S. Griffin, P.E.
jcn
EXHIBIT "A"
DALLAS COUNTY
CONSULTANT ENGINEERING SERVICES CONTRACT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS, this Contract is made and entered into as of the
_________ day of ________________, 2003, by and between the COUNTY OF DALLAS
(hereinafter referred to as "COUNTY") acting by and through the Commissioners Court of Dallas
County, Texas, and Williams Russell and Johnson (hereinafter referred to as "CONSULTANT") with
offices located at 7610 Stemmons Freeway, Suite 110, Dallas, Texas  75247-4231.

WITNESSETH:

WHEREAS, COUNTY intends to contract with a professional engineering firm for professional
services hereinafter referred to as “SERVICES”, needed for the design and construction of Cockrell
Hill MCIP Project 30215, hereinafter referred to as the “PROJECT”; and

WHEREAS, pursuant to the Texas Local Government Code Chapter 2254, the COUNTY requested
qualifications from professional Consultants willing to assist the COUNTY by providing engineering
services; and,

WHEREAS, the COUNTY has determined that CONSULTANT is the highest qualified provider of
engineering services for Phase I and Phase II of the Project; and,

WHEREAS, COUNTY and CONSULTANT have agreed upon the fair and reasonable negotiated

COCKRELL HILL ROAD PROJECT 30215
CONSULTANT CONTRACT 02-2003
price for the Phase I, Preliminary Design Services, to be accomplished; and,

WHEREAS, the COUNTY has determined that the services of professional Consultants are for the benefit of the COUNTY; and,

WHEREAS, COUNTY desires to contract with CONSULTANT for complete Phase I, Preliminary Engineering Services, as detailed herein; and

WHEREAS, Consultant has agreed to provide professional engineering services as provided herein and as may be mutually agreed in the future with regard to the Project.

NOW, THEREFORE, COUNTY AND CONSULTANT, in consideration of the terms, covenants and conditions herein contained, Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby agree and contract as follows:

ARTICLE I. DEFINITIONS

I.1 BASIC SERVICES shall mean all professional engineering services and other professional services required for Phase I, Preliminary Engineering, and Phase II, Primary/Final Design Engineering. Such services shall include, but not be limited to, producing plan and profile sheets, drainage sheets, structure layouts, roadway cross sections with applicable standard details, estimated quantity sheets, and right of way documents as more fully detailed in Attachment A attached hereto and incorporated for all purposes herein as if reproduced word for word.

A. Phase I – Basic Services: Shall mean all Basic Services convenient or necessary for Preliminary Engineering as more fully described herein.

B. Phase II – Basic Services: Shall mean all Basic Services convenient or necessary for Primary/Final design or Construction Services as more fully described in Attachment "D", attached hereto and incorporated by reference as if fully reproduced herein, word for word.

I.2 SPECIAL SERVICES shall mean those services not included in Basic Services and specifically listed in the contract, which are surveying services, surveying expenses, title research/abstracting, expert or witness preparation and testimony, preparation of exhibits and appearance at public meetings, traffic control plans, geotechnical soil analysis, fees and other costs such as American Disabilities Act requirements in plans by State of Texas, and
blueprinting and other copying required in addition to the Basic Service requirements.

A. **Phase I - Special Services**: Shall mean all Special Services convenient or necessary for Preliminary Engineering as more fully described herein.

B. **Phase II - Special Services**: Shall mean all Basic Services convenient or necessary for Primary/Final design or construction services as more fully described in Attachment "D", attached herein and incorporated by reference as if fully reproduced hereto, word for word.

I.3 **PRELIMINARY DESIGN/PRELIMINARY ENGINEERING** shall mean all professional engineering services required to produce the deliverables as more fully detailed in Article 4, Deliverables, and Attachment A, Basic Services and Fees. These include, but are not limited to mean all professional engineering services required to produce a right of way alignment study with recommendation of the most economical alignment, preliminary grade line and drainage requirements, preliminary right of way plans and documents, preliminary engineering study and report indicating clearly the potential problems and alternate solutions available. "PRELIMINARY DESIGN" and "PRELIMINARY ENGINEERING" are used interchangeably in this document and both have the same meaning.

I.4 **PRIMARY/FINAL DESIGN** shall mean all professional engineering services required to produce Phase II, Primary/Final and complete plans satisfactory for the construction of the PROJECT including all right of way documents and plans, standard details, special specifications, contract documents, cross sections and special provisions.

I.5 **COST** shall mean the lump sum amount paid for Basic Services and all sums paid for Special Services. County shall not be liable for any amount, penalty or damage in excess of the Cost.

I.6 **COUNTY** shall mean the County of Dallas, State of Texas.

I.7 **COMMISSIONERS COURT** shall mean the Commissioners Court of Dallas County, Texas, inclusive of the County Judge and the Commissioners of each of the four Road and Bridge Districts as elected by the people of the County of Dallas.

I.8 **CONSULTANT** shall mean an engineering firm that is registered as a Texas Registered Professional Consultant (P.E.) in good standing or a Texas Licensed Engineer (P.E.) in good standing with the Texas Board of Professional Engineering.

I.9 **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this Contract to become effective.

I.10 **PROJECT(S)** shall mean the road improvement that has been included by the COUNTY in the Transportation Major Capital Improvements Program as approved by the County Commissioners Court, City of Dallas and any applicable STAKEHOLDERS.

I.11 **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

I.12 **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which
is entered into after formal approval of consultant and Commissioners Court to establish the
contractual rights and responsibilities of the CONSULTANT and COUNTY as it relates to the
PROJECT.

1.13 DIRECTOR shall mean the Director of Dallas County, Texas Public Works.

ARTICLE II SCOPE OF SERVICES

II.1 CONSULTANT: Consultant, as an Independent Contractor and Professional Consultant in its
relationship with the County, covenants and agrees to perform all professional services
required to complete the Preliminary Design of County Capital Improvement Project on
Cockrell Hill Road, No. 30215, from IH 30 to La Reunion Street, Phase I.

II.2 BASIC SERVICES FOR PRELIMINARY DESIGN: The work tasks and activities to be
performed and deliverables to be provided by the CONSULTANT shall be in accordance with
requirements contained in this contract and for the fees as shown on Attachment A, Basic
Services for Preliminary Design and Attachment B, Special Services for Preliminary Design,
including modifications to the Basic Services as mutually agreed to by COUNTY and
CONSULTANT in accordance with the provisions of this Contract.

II.3 Primary/Final Design and Construction Services: The COUNTY, at its sole option, may
engage the Consultant to perform all Services and any additional Special Services, including
but not limited to Engineering During Construction, required to complete the Phase II,
Primary/Final Design and Construction of County Capital Improvement Project on Cockrell
Hill Road Project 30215, from IH 30 to La Reunion Street. CONSULTANT has previously
been determined to be the best qualified for Phase II services. In the event that COUNTY shall
elect to exercise its option CONSULTANT will be given the results of Phase I engineering.
Negotiations between the parties will be for the determination of a fair and reasonable cost for
such Phase II services. CONSULTANT shall furnish to COUNTY a sworn affidavit that there
has been no change in CONSULTANT’s qualifications from the time selected until the
commencement of Phase II negotiations. Successful negotiations will be reduced to writing to
amend the existing Phase I contract to reflect the scope of services as required from Phase I and
Phase II, Phase II Deliverables are attached hereto as Attachment D, and incorporated herein by
reference as if fully reproduced. In the event that negotiations are not successful, COUNTY
reserves the right to terminate negotiations by written notice to CONSULTANT and either
select the next most qualified provider of services and attempt to reach agreement with that
provider or provide Phase II services with COUNTY forces. In the event the negotiations are
terminated, this contract shall remain in effect until terminated as set forth herein.

II.4 SPECIAL SERVICES: The Special Services listed in Attachment B, Special Services and Fees
for Preliminary Engineering (Phase I), appended hereto, shall be provided by CONSULTANT.
Said services shall not be rendered prior to written mutual agreement between CONSULTANT
and COUNTY as to the service to be rendered and the cost thereof. These Special Services are
not included as a part of Basic Services and shall be paid for by the COUNTY in addition to
payment for Basic Services.
II.5 Should it be determined that one or more of the requirements of this Contract conflict with the requirements of the Scope of Services, including any modifications to the Scope of Services, the requirement of the Contract shall govern.

ARTICLE III. COMPENSATION

III.1 Total Services Fee: The fee to be paid to the CONSULTANT under this contract for the Preliminary Phase I, as set forth in, Attachment A, Scope of Services: Phase I, Preliminary Design and Attachment B, Basis of Compensation for Preliminary Engineering (Phase I) shall not exceed $131,081.00, provided however, that modifications to the Total Services, or other conditions defined herein may necessitate a change of fee and further provided that any additional fee is approved by the Commissioners Court in accordance with the terms of this Contract.

III.2 Phase I Basic Services Fee: The COUNTY shall pay CONSULTANT Phase I Basic Services fee for the total scope of Phase I services as agreed to by the CONSULTANT and the COUNTY, in the total amount not to exceed One Hundred Two Thousand One Hundred Fifty One and no/hundredths ($102,151.00)DOLLARS. The COUNTY shall pay CONSULTANT progress payments for actual work performed no more often than monthly, based upon invoices for actual work performed for the period, provided that the work is progressing in accordance with the approved Project Schedule and Scope of Services at an amount not to exceed 90% of the basic services fee. The remaining 10% shall be paid upon acceptance by COUNTY of Preliminary Basic Services. Progress payment requests shall be accompanied by digital files through the date of payment request in a form which can be checked as to manageability. Should additional backup material be requested by the Director, CONSULTANT shall comply promptly with such request. In this regard, should the Director determine it necessary, CONSULTANT shall promptly, but in no event later than thirty (30) days from the date of notice, make all its records and books related to this Contract available to County for inspection and auditing purposes. An example of the form required for invoicing is displayed as Attachment C, Sample Invoice, incorporated herein for all purposes as if reproduced word for word. The remaining 10% shall be paid upon acceptance by COUNTY of Preliminary Basic Services.

III.3 Phase I Special Services Fee shall be paid to the CONSULTANT under this Contract for the Special Services and pursuant to Attachment B, Basis of Compensation for Preliminary Engineering (Phase I), and shall not exceed Twenty-Eight Thousand Nine Hundred Thirty and no/hundredths $(28,930.00) DOLLARS, provided, however, that modifications to the Special Services, or other conditions defined herein may necessitate a change of Fee and further provided that any additional fee is approved by the Commissioners Court in accordance with the terms of this Contract.
III.5 **Special Services:** The Phase I Basic Engineering Fee described above shall provide compensation to the CONSULTANT for all services called for under this Contract to be performed by the Consultant or under the CONSULTANT's direction for Phase I, Preliminary Design, as hereinafter described except the services set forth below. These excluded Phase I Special Services, and the compensation to be paid by the COUNTY to the CONSULTANT for such services as required, are as follows:

III.5.1 **COUNTY shall compensate CONSULTANT** in accordance with the agreed terms and conditions of this Contract. Any conflict shall be decided in accordance with Article XII. General, Supplementary and Special Conditions: Contract Administration.

III.5.2 **Partial payments will be authorized on a percentage** of actual work complete basis provided proper invoices with attached documentation, as required by County's Director and the County Auditor, are submitted. Payment for Special Services fees may be applied for within thirty days after COSTS have been incurred, but no more frequently than monthly, based upon detailed invoices. CONSULTANT’S invoices to COUNTY shall provide complete information and documentation to substantiate CONSULTANT’s charges and shall be in a form to be specified by Director. All payments to CONSULTANT shall be made on the basis of the invoices submitted by CONSULTANT and approved by Director. Progress payment requests shall be accompanied by digital files through the date of payment request in a form which can be checked as to manageability. Should additional backup material be requested by the Director, CONSULTANT shall comply promptly with such request. In this regard, should the Director determine it necessary, CONSULTANT shall promptly, but in no event later than thirty (30) days from the date of notice, make all its records and books related to this Contract available to County for inspection and auditing purposes. An example of the form required for invoicing is displayed as Attachment C, Sample Invoice.

III.5.14 **No deduction shall be made from CONSULTANT's compensation solely on account** of penalty, liquidated damages, or other sums withheld from payments to Construction Contractor.

III.5.15 **No addition shall be made to CONSULTANT's compensation based upon** construction contract claims, or delays in construction whether paid by COUNTY or denied.

III.5.16 **COUNTY reserves the right to correct any error that may be discovered in any invoice** that may have been paid to CONSULTANT and to adjust the subsequent payments to meet the requirements of the Contract. Following approval of invoices by Director and approval by County Auditor, COUNTY will endeavor to pay CONSULTANT promptly, i.e., within thirty days of COUNTY approval of invoice. Under no circumstances shall CONSULTANT be entitled to receive interest on amounts due.

**ARTICLE IV DELIVERABLES**

IV.1 **Progress Schedule:** Within fifteen days of receipt of the “Notice to Proceed” from the COUNTY on any phase of design, the CONSULTANT shall submit for approval a breakdown

**COCKRELL HILL ROAD PROJECT 30215**

**CONSULTANT CONTRACT 02-2003**
of the major tasks of the Phase I Preliminary or Phase II Primary/Final design as a percent of the total phase. A design progress form and bar chart shall be prepared on Microsoft Project Management Software (latest version) in an approved format and submitted once per month. The form and bar chart shall show progress including percentage complete of the various tasks and shall be the basis for determining partial payments to the consultant. The form and bar chart must correspond to the design schedule set forth by contract.

IV.2 Phase I Preliminary Design Preparation of Plans:

IV.2.1 CONSULTANT is required to attend and actively participate in Pre-Design Charrette and Project Walk-thru.

IV.2.2 CONSULTANT is also required to attend additional conferences that may be necessary and scheduled by the COUNTY to complete the preliminary plan preparation and review discussions for the project at a minimum of five.

IV.2.3 CONSULTANT shall meet with the municipalities and other agencies to determine the extent of any previous plans and studies, and to obtain zoning, subdivision information, and land use requirements. CONSULTANT shall submit to County written documentation of the results of such consultation.

IV.2.4 CONSULTANT shall determine the need for any environmental assessment study, U.S. Army Corps of Engineers permits, railroad permits, historical designation, U.S. Coast Guard or other required permits.

IV.2.5 CONSULTANT shall prepare a right-of-way (ROW) alignment study where necessary to determine the most economical location of the ROW consistent with good engineering practices and submit maps showing the proposed location of street improvements, including existing ROW, curb lines, medians and driveways. Sufficient preliminary engineering investigation and consideration must be given to the effect on adjacent properties (development), inclusive of all private or public facilities, due to the additional ROW as well as the proposed roadway improvements, including proposed curb grade, fill and cut slopes and/or retaining walls. All alignment stationing shall progress from south to north or west to east. The maps shall contain sufficient detail for presentation to County officials and/or to the public and shall be on a 24" x 36" plan sheet with a scale at 1" = 20'.

IV.2.6 CONSULTANT shall prepare a preliminary engineering report and preliminary plans which together will describe and detail the refinement of any features in the Phase I Preliminary Schematics or ROW Alignment Study for the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include the following:

• Introduction, Project Description, Description of Existing Corridor, Project Scope,

• Need for Project

• Traffic Analysis Objectives, Analytical Approach, No-Build alternative, No-Build Intersection Traffic, Design Criteria

• Horizontal and Vertical Alignment, Access Control, Right Of Way, Cultural
Resources, Earthwork, Structures, Traffic Control and Construction Phases,

- Environmental, Detailed Analysis of Alternatives which include at least two alternatives, an Evaluation of Alternatives and the Consultant Recommended Alternative as appropriate
- Typical sections proposed for project conditions.
- Preliminary plan and profile sheets showing the proposed geometric alignment of the roadway including driveways, median openings, left turn lanes, location of detour routes and all existing features. These plans shall include but not be limited to the following: the location with station and off-set distance or centerline tie of all fixed topography within the proposed right-of-way, including fences (type and height), trees, structures, utilities and other existing improvements, along with existing property corners (i.e., iron pins), etc., plotted on 24" x 36" standard size sheets with a scale of not less than 1" = 20'.
- Proposed roadway profile grades and elevations.
- Preliminary drainage area map (minimum scale 1" = 200'). The preliminary drainage area map shall be adequate to clearly define basic drainage structures and ROW requirements.
- Locations of existing utilities on paving plan and profile and drainage sheets. All existing utilities, including underground utilities, shall be located in the field by subsurface utility engineering if necessary, and the CONSULTANT shall ascertain from the utility companies any proposed improvements that will impact upon the project. Utility locations will be shown in plan and profile views of all phases of plans. All existing utility easements shall be located and shown on plans.
- Cross sections as required to determine impact to adjacent property and estimated volumes of excavation and embankment (minimum 100-foot intervals).
- Preliminary Suggested Construction Sequence plans.

IV.3 CONSULTANT shall assist the COUNTY in developing a detailed Scope of Services for the Phase II, Primary and Final Design.

IV.4 Within ten (10) days of approval of Phase I, Preliminary Design by COUNTY, CONSULTANT shall deliver to DIRECTOR all originals, five copies and electronic files of preliminary plans.

IV.5 At this point Preliminary Design should be substantially complete. The "Dallas County Performance Evaluation of Design Consultants” and “Evaluation of Dallas County” evaluation process shall be performed at this time and repeated at the end of the contract.

IV.6 It is specifically understood and agreed that the CONSULTANT shall not authorize or undertake any work, which work would require the payment of any fee, cost, expense or reimbursement in addition to the fee stipulated in this Contract, without having first obtained specific written authority therefor from the COUNTY, including work referred to as "Special Services." The written authorization for additional work shall be in the form of a "Modification to the Scope of Services". Such modification shall clearly define the additional scope of services and the negotiated fee. The modification shall be approved by the CONSULTANT.
and recommended by the Director. The Director may approve the modification in accordance with Article XXIV Amendments, Section 5. In the event that the total amount of the modification exceeds the amount the Director is authorized to approve, or if the Director shall determine that Commissioners Court’s approval is necessary or convenient, the Director shall submit such modification to the Commissioners Court for its consideration.

IV.7 In addition to the paper/mylar copies specified above, CONSULTANT shall deliver requested work to the COUNTY in digital form which is electronically downloadable and able to be manipulated by COUNTY’s computers. These files shall include all referenced files, and cell libraries, and shall be created in compliance with TxDOT specifications in regard to level structure, line type, and line weight. Any corrupted files shall be replaced by CONSULTANT at no additional cost to County. The CONSULTANT shall provide all plats and maps to the county in digital files generated using Microstation brand computer aided drafting software, version “J”, or the release currently used by Dallas County. These files shall include all referenced files, and cell libraries, and shall be created in compliance with Texas Department of Transportation specifications in regard to level structure, line type, and line weight. In addition to these electronic files, hard copies shall be supplied or in such other formats as instructed by the County herein.

IV.8 All survey work shall be performed by the CONSULTANT in accordance with the Dallas County Requirements for Surveying Services of Public Projects, Right of Way Mapping Right of Way Document Preparation, January 2003 edition, using Electronic Distance Meters and Electronic Data Collectors compatible with the County’s similar equipment unless other methods and equipment are approved in advance by the COUNTY. All personnel, surveying equipment, and transportation of survey personnel shall be furnished by the CONSULTANT at its sole cost, expense and liability. The CONSULTANT shall be responsible for securing property owners’ permission to enter upon their property for the purpose of performing work required by this contract. The CONSULTANT shall reference all work to a system of Geographical Positioning System (GPS) points on the ground and/or to the Texas Plane Coordinate System. The CONSULTANT shall download all digital data to the COUNTY’s computer equipment daily. Photocopies of all written work (e.g., field book sketches, and other hard copy materials) will be transmitted to the COUNTY as generated. When requested by the COUNTY in the applicable Contract, the daily download of digital data shall be accomplished by use of a modulator-demodulator device (modem) over a dial-up telephone line in order to minimize cost. The CONSULTANT shall furnish all hardware and software, which is 100% compatible with COUNTY system for reception of such information, at no cost to the COUNTY. The COUNTY shall furnish one telephone line on its end at the COUNTY’s sole cost.

IV.9 CONSULTANT shall also conform to the following survey requirements:

IV.9.1 Right Of Way - All work performed under this category shall be in accordance with the Dallas County Requirements for Surveying Services of Public Projects, Right of Way Mapping Right of Way Document Preparation, January 2003 edition, as currently except as otherwise provided herein or when such is inapplicable, in the sole opinion of the COUNTY. This work shall include, but not be limited to, on the ground observations and abstracting title records in sufficient depth to determine present property owners of record, researching title records of municipalities, The State of Texas, the County of Dallas and The Dallas Central Appraisal District to determine

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present property ownership, including easements, and property line monumentation, if any.

IV.9.2 **Topographic** - All work performed under this category shall be such that the COUNTY can construct a Digital Map Model of the area under consideration and shall include, but not be limited to, all access points and improvements on private properties and existing rights-of-way and vertical and horizontal locations of all public and private utilities and sufficient research of public and private utility company records to determine existing rights-of-way or easements and physical location of all existing utilities. All items of topography shall be entered into an electronic data collector using the Dallas County list of Descriptors and Descriptor Codes dated Oct. 06, 1999, or the current version issued by Dallas County.

IV.9.3 **Construction** - All work performed under this category shall be as directed by the COUNTY and shall include, but not be limited to, staking centerline (CL) points, CL offset points, reference points, use of horizontal and vertical control points (bench marks) and other work normally required for construction of roads, streets, culverts, storm sewers and bridges.

IV.9.4 **Boundary** - All work performed in this category shall be as directed by the COUNTY and shall include, but not be limited to, preparation of plats and legal descriptions of lands to be bought or sold by the COUNTY in accordance with the *Dallas County Requirements for Surveying Services of Public Projects, Right of Way Mapping Right of Way Document Preparation*, January 2003 edition.

IV.9.5 **Miscellaneous** - The CONSULTANT shall perform miscellaneous survey work as indicated in this contract or subsequent Contract Amendment(s) to include but not be limited to staking and referencing routes and project alignments; locating and marking property corners or right-of-way lines; flagging proposed right-of-way tracts during acquisition negotiations; and installing and determining the adjusted elevation (NGVD 1927) following performance of a bench mark loop.

IV.9.6 **The CONSULTANT shall provide all field work** to the COUNTY in digital form which is electronically downloadable to the COUNTY's computers using Tripod Data Systems, Inc., file transfer software Survey Link version 7.03 or the version currently used by Dallas County, supplemented by such written data as is necessary to readily use the digital data (e.g., sketches of instrument set-up points used in radial data acquisition). In addition, all work delivered in digital form shall be accompanied by at least one printout or listing of files, with descriptive titles, or a plot of the data, as applicable. Such printouts or plats shall be constructed so as to demonstrate the usability of the digital files. Any corrupted files shall be replaced by the CONSULTANT at no additional cost to the COUNTY.

IV.9.7 **Partial submittals are discouraged.** CONSULTANT shall be responsible for the quality of the deliverables. CONSULTANT shall have written quality control procedures in place which have been approved by Director. CONSULTANT shall provide three (3) full size and two (2) half size copies of all plan submittals not to exceed a total of fifteen copies of each plan set per phase not including final phase submittals or partial submittals.
IV.9.8 **In the event that the CONSULTANT'S team is materially changed**, experiences a change in subconsultant, has a change of address or name, CONSULTANT shall provide notice of said changes to COUNTY as soon as practicable. Documentation supplied to COUNTY for CONSULTANT'S team shall remain as accurate as at time of proposal.

IV.9.9 **CONSULTANT shall provide, at no expense to COUNTY**, reasonable minor revisions to any phase, whether previously approved and accepted, as may be required to satisfy the scope of services established by this CONTRACT. Approval of any phase constitutes COUNTY's acceptance of the design presented. After acceptance of each phase of the Project, any revisions, additions, or modifications made at COUNTY's request which constitute a change in the Scope of Services shall be subject to additional compensation to CONSULTANT as agreed upon by COUNTY.

**ARTICLE V CONSULTANT'S SERVICES**

V.1 **ENGINEER'S SEAL.** The CONSULTANT shall place his or her Texas professional seal of endorsement on all engineering documents and engineering data prepared under the supervision of the Engineer in the performance of this Contract.

V.2 **PARTNERING.** The COUNTY shall encourage participation in a partnering process that involves the COUNTY, CONSULTANT and his or her subconsultants, the Project's host City(ies), and other supporting jurisdictions and/or agencies. This partnering relationship shall begin at the Pre-Design Charrette and continue for the duration of this Contract. By engaging in partnering, the parties do not intend to and do not create a legal partnership, or additional contractual relationships, nor in any way alter the legal relationship which otherwise exists between the COUNTY and the CONSULTANT. The partnering effort shall be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives of partnering are effective and efficient contract performance and completion of the Project within budget, on schedule, in accordance with the Scope of Services, and without litigation. Participation in partnering shall be totally voluntary and all participants shall have equal status.

V.3 **PERSONNEL QUALIFICATIONS:** CONSULTANT warrants to the COUNTY that all services provided by CONSULTANT in the performance of this Contract shall be provided by personnel who are appropriately licensed or certified as required by law, and who are competent and qualified in their respective trades or professions. Further, CONSULTANT agrees that any replacement of personnel on project team shall be with the express written approval of COUNTY.

V.4 **QUALITY CONTROL.** The CONSULTANT agrees to maintain written quality control procedures, approved by COUNTY. The CONSULTANT further agrees to follow those procedures to the extent that the procedures are appropriate under good engineering practices. CONSULTANT's failure to put forth a good faith effort in quality control will be considered in the Consultant Evaluation, which may have an impact on future services.

V.5 **PERFORMANCE EVALUATION OF DESIGN CONSULTANTS.** Incorporated into the
Consultant Selection Process under the Dallas County Unified Policy for Procurement of Architectural/Engineering Services is the regular evaluation of performance of design consultants in providing engineering services as detailed in Attachment F. The attached forms also provide an opportunity for the Consultant to evaluate the Dallas County performance of Project Management practices and procedures. Unsatisfactory evaluations may result in suspension from COUNTY design contracts for a designated period of time.

V.6 All plans and drawings will be prepared and submitted by CONSULTANT to COUNTY for approval on 24-inch by 36-inch drafting sheets, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size. CONSULTANT may submit plans and drawings on 22-inch by 34-inch drafting sheets only with prior approval by COUNTY. All drawings are to be produced under MicroStation as detailed in Attachment D, or compatible system, and copies of diskettes will be provided to County after the completion or termination of the project.

V.7 All CONSULTANT's designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed, shall be the property of COUNTY to be used as COUNTY desires, without restriction. Copies may be retained by CONSULTANT. CONSULTANT shall be liable to COUNTY for any loss or damage to such documents while they are in the possession of, or while being worked upon by Consultant or anyone connected with CONSULTANT, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be promptly replaced or restored by CONSULTANT without cost to County.

V.8 Upon completion of the construction of the Project, CONSULTANT shall prepare, and within thirty (30) calendar days following final inspection or written notice from the County, deliver to COUNTY the reproducible Record Drawings, Record Specifications, and Auto CAD and word processing diskettes.

V.9 CONSULTANT shall maintain, for a minimum of four (4) years from the termination date of this Contract all project information and data including but not limited to items listed in this section, with full and immediate access allowed to authorized representatives of the County, immediately upon request, for any purpose. County or its authorized representative, shall have the right to make copies of any and all documents, books, backup documents, electronic data or files, or other items designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed or supporting or utilized to produce such items at County's cost.

ARTICLE VI COUNTY'S RESPONSIBILITIES

VI.1 COUNTY shall designate representatives authorized to act in its behalf. All submissions shall be to the County Assistant Director of Engineering and Construction or the Project Manager responsible for the Project. Such Project Manager shall be responsible for transmission of the
submission to the County Assistant Director of Engineering and Construction or Director. COUNTY shall examine documents submitted by CONSULTANT and render decisions pertaining thereto promptly to avoid unreasonable delay in the orderly progress of CONSULTANT's work. CONSULTANT shall furnish County full documentation of all services performed at each Phase I milestone. Milestones shall be agreed between the parties and documented as a part of the project schedule.

Four (4) weeks shall be adequate review time for all parties. Failure to timely review any document shall not cause a damages for delay claim and CONSULTANT'S only remedy shall be an extension of time reasonable for performance. Submittals found to be incomplete shall not be counted against County's allotted time for review.

VI.2 COUNTY shall assist CONSULTANT with utility contacts and available COUNTY data, samples and standards.

VI.3 CONSULTANT shall be entitled to reasonably rely on the accuracy of the information, reports, and materials which COUNTY furnishes.

VI.4 If COUNTY or CONSULTANT observes or otherwise becomes aware of any fault or defect in the Project or construction of the Project, it shall give prompt written notice thereof to the other.

ARTICLE VII CONSULTANT'S ACCOUNT RECORDS

Records of CONSULTANT or consultant expenses pertaining to services on the Project and records of account between COUNTY and CONSULTANT shall be kept on a generally recognized accounting basis, shall be maintained in Dallas County for a minimum of four (4) years from the termination date of this Contract and with full and immediate access allowed to authorized representatives of the COUNTY upon request for any purpose including, but not limited to, evaluating compliance with this and other provisions of this Contract. COUNTY or its authorized representative, shall have the right to make copies of any and all documents, electronic files, books, backup documents, or other items either included in the records of account or supporting such records at COUNTY'S cost.

ARTICLE VIII INDEPENDENT CONTRACTOR

The CONSULTANT at all times shall be an independent contractor. The CONSULTANT shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to insure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the CONSULTANT and the COUNTY by virtue of this Contract. No provision of this Contract shall be for the benefit of any party other than the COUNTY and CONSULTANT.

ARTICLE IX TERMINATION, TIME OF THE ESSENCE
IX.1 Termination:

IX.1.1 County Termination

IX.1.1.1 If in the sole determination of COUNTY the CONSULTANT has failed to comply with any of the terms, conditions, covenants, warranties or provisions of this contract County shall give written notice of such failure to CONSULTANT. CONSULTANT shall fully comply with all items within thirty (30) days of the date of such notice. In the event that CONSULTANT shall, in the sole determination of COUNTY, fail to cure each and every item within the thirty (30) day period, COUNTY shall have the right to immediately terminate this contract.

IX.1.1.2 County may immediately terminate this contract due to insufficient funding.

IX.1.1.3 County may terminate this Contract without cause upon seven (7) days notice.

IX.1.2 Consultant Termination

If in the sole determination of CONSULTANT the COUNTY has failed to comply with any of the terms, conditions, covenants, warranties or provisions of this contract, the CONSULTANT shall give written notice of such failure to COUNTY. In the event that COUNTY fails to cure each and every item within the thirty (30) day period, CONSULTANT shall have the right to terminate this agreement upon thirty (30) days notice to the County.

IX.2 In the event of termination by the County, Consultant shall cease all work upon receipt of notice of termination. CONSULTANT shall invoice COUNTY for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of termination. No amount shall be due for lost or anticipated profits. All plans, field surveys, maps, cross sections, all electronic information, and files as specified in Attachment D, and other data, design and work related to the Project shall become the property of COUNTY in accordance with Article 11.2, "Ownership of Documents", upon the termination of this Contract, and shall be promptly delivered to COUNTY in a reasonably organized form without restriction on future use. Should COUNTY subsequently contract with a new Consultant for continuation of services on the Project, CONSULTANT shall cooperate in providing information and shall be released or saved harmless from any acts of negligence of others in use of said data.

IX.3 If the termination of this Contract is due to the failure of the CONSULTANT to fulfill its obligations:

- The COUNTY may take over the project and prosecute the work to completion by contract or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for any additional cost the COUNTY may incur, and
• The cost to the COUNTY of employing another firm to complete the required work, the time required to do so and other factors which affect the value to the COUNTY of the work performed to the date of default may, at the sole discretion of the COUNTY, be offset against the amount of compensation, if any, to be paid to CONSULTANT.

IX.4 Nothing contained in this Article IX shall require COUNTY to pay for any work which is unsatisfactory as determined by Director or which is not submitted in compliance with the terms of this Contract. COUNTY shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this Article constitute a waiver of any right, in law or in equity, which COUNTY may have if CONSULTANT is in default, including the right to bring legal action for damages. Default shall include, but not be limited to, the failure to complete CONSULTANT’s work in accordance with the performance schedule.

IX.5 TIME OF THE ESSENCE: CONSULTANT understands and agrees that time is of the essence and that any failure of the CONSULTANT to complete the Services of this Contract within the agreed Project Schedule shall constitute material breach of this Contract. The CONSULTANT shall be fully responsible for any delay or for failures to use diligent effort in accordance with the terms of the Contract by CONSULTANT, its consultants or subconsultants, surveyors or other parties employed by CONSULTANT. Where damage is caused to the COUNTY due to the CONSULTANT’s failure to perform in these circumstances, the COUNTY may withhold, to the extent of such damage, CONSULTANT’S payments hereunder without waiver of any of the COUNTY’S additional legal rights or remedies. Neither the CONSULTANT nor the COUNTY will be responsible for delays associated with review periods by the COUNTY and/or a participating city(ies) in excess of the agreed Project Schedule.

IX.6 At the termination of the Contract, CONSULTANT shall furnish to COUNTY within ten (10) days of receipt of the notice of termination a listing of any subconsultants, all project records pertaining to outstanding obligations, or other records or information required by the Contract or requested in writing by COUNTY in either printed or electronic format or both. CONSULTANT agrees to furnish such information in an electronic form which is compatible with the COUNTY’S computer system and/or the computer system of any subsequent vendor or contractor of COUNTY selected for continuation of the services. CONSULTANT agrees to cooperate with any subsequent vendor or contractor of COUNTY and to use its best efforts to insure a transition of services without interruption or degradation of service. This provision will survive the termination of this Contract and shall be a continuing obligation until the transition of services is complete. All items listed or required in this provision shall be furnished by CONSULTANT to COUNTY without additional cost or expense to COUNTY.

ARTICLE X. SUSPENSION

X.1 Should the COUNTY desire to suspend the work but not terminate the Contract, the COUNTY will issue a written order to stop work setting out the terms of the suspension. The CONSULTANT will stop all work and cease to incur costs during the term of the suspension.
X.2 The CONSULTANT will resume work when notified to do so by the COUNTY in a written authorization to proceed. Suspension of work does not automatically extend the date of performance for the Contract period. If additional time is required to complete the work because of the suspension, a mutually agreed Contract amendment will be executed in accordance with Article XXIV (Amendments).

X.3 If CONSULTANT is delayed by the COUNTY due to a suspension of work, or otherwise, the CONSULTANT's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.

ARTICLE XI DOCUMENTS

XI.1 All plans and drawings will be prepared and submitted by CONSULTANT to COUNTY for approval on 24-inch by 36-inch drafting sheets, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size. CONSULTANT may submit plans and drawings on 22-inch by 34-inch drafting sheets only with prior approval by COUNTY. All drawings are to be produced under MicroStation as detailed in Attachment D, or compatible system, and copies of diskettes will be provided to County after the completion or termination of the project.

XI.2 All CONSULTANT's designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed, shall be the property of COUNTY to be used as COUNTY desires, without restriction. Copies may be retained by CONSULTANT. CONSULTANT shall be liable to COUNTY for any loss or damage to such documents while they are in the possession of, or while being worked upon by Consultant or anyone connected with CONSULTANT, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be promptly replaced or restored by CONSULTANT without cost to County.

XI.3 Upon completion of the construction of the Project, CONSULTANT shall prepare, and within thirty (30) calendar days following final inspection or written notice from the County, deliver to COUNTY the reproducible Record Drawings, Record Specifications, and Auto CAD and word processing diskettes.

XI.4 CONSULTANT shall maintain, for a minimum of four (4) years from the termination date of this Contract all project information and data including but not limited to items listed in this section, with full and immediate access allowed to authorized representatives of the County, immediately upon request, for any purpose. County or its authorized representative, shall have the right to make copies of any and all documents, books, backup documents, electronic data or files, or other items designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed or supporting or utilized to produce such items at County's
ARTICLE XII GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS: CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of COUNTY by its DIRECTOR, and Consultant shall fully comply with any and all instructions from said DIRECTOR. The DIRECTOR shall act as referee in all disputes under the terms of this Contract between the parties hereto. The DIRECTOR and the CONSULTANT shall negotiate in good faith toward resolving such disputes. In the event the DIRECTOR or the CONSULTANT are unable to reach an acceptable resolution of disputes concerning the work to be performed under this Contract, the DIRECTOR shall present unresolved disputes arising under the terms of this Contract to the Commissioners Court. The decisions of the Commissioners Court as it pertains to unresolved disputes shall be final and binding. Violation or breach of contract terms by the CONSULTANT may be grounds for termination. Any additional or increased cost arising from the termination shall be paid by the CONSULTANT.

ARTICLE XIII INDEMNIFICATION AND INSURANCE

XIII.1 Approval and acceptance of CONSULTANT's work by the COUNTY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, subcontractors, agents and consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the COUNTY for any defect, error or omission in the work prepared by the CONSULTANT, its employees, subcontractors, agents or consultants. In this regard, the CONSULTANT shall defend, hold harmless and indemnify the COUNTY for damages resulting from such defects, errors or omissions and shall secure, pay for and maintain in force during the term of this Contract sufficient Professional Liability or Errors and Omissions insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to the COUNTY. Such certificates of insurance shall specifically name the County as a loss payee in full compliance with the terms and conditions as hereinafter set out.

XIII.2 CONSULTANT agrees to indemnify and hold harmless COUNTY, County Commissioners, County Judge, the COUNTY’s elected officials, director, employees, agents and representatives, (hereinafter referred to as “Indemnities”) against all claims, demands, actions, suits, losses, damages, liabilities, cost and/or expense of every kind and nature (including, but not limited to court cost, litigation expense and attorneys fees), paying same as they accrue, and all recoverable interest thereon, incurred by or sought to be imposed on Indemnities because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or occasioned by or caused by consultant’s negligent act, error, or omission of consultant, any agent, officer, director,
representative, employee, consultant or subcontractor of consultant, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, operation or work under this Contract by CONSULTANT, its subcontractors and/or any other person or entity, other than COUNTY; (2) the condition of the real property, including any improvements, on which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment or vehicles (whether owned or supplied by CONSULTANT, or any other person or entity excluding COUNTY) in connection with said work or operations; or (4) the presence on COUNTY real property, including any improvements located thereon, of Consultant, its subcontractors, employees, suppliers, vendors or any other person acting on behalf of CONSULTANT. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, including negligence, intentional wrong doing, strict product liability or breach of non-delegable duty. CONSULTANT further agrees to defend at its sole cost and expense (at the election of any Indemnitee) against any claim, demand, action or suit for which indemnification is provided hereunder, paying all costs as they may accrue.

The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

XIII.3 Without in any way limiting or restricting the indemnification and defense agreement stated above, CONSULTANT agrees that it is the intention of the parties hereto that Consultant and its insurers bear the entire risk of loss or injury to any of CONSULTANT’s employees, “borrowed servants”, agents, representatives, subcontractors, vendors, material men, or any other person present on the premises or performing any other act or service on CONSULTANT’s behalf or at its request, without seeking any contribution therefor from any indemnitee or its insurers.

XIII.4 INSURANCE. The CONSULTANT, at CONSULTANT's sole cost, shall additionally purchase and maintain in force the following minimum insurance coverage during the term of this Contract. Such insurance shall be in the amounts and in full compliance with the following terms and conditions:

XIII.4.1 Within ten (10) days after the Effective Date of this Contract, COUNTY requires and CONSULTANT agrees that the following insurance coverage will be met and in effect for the life of the awarded contract and any renewal or extension, prior to any delivery of any service and/or performance of work. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A or better by A.M.Best Co.. CONSULTANT will submit

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verification of coverage to the Dallas County Public Works Department, showing Dallas County as the certificate holder, within ten (10) days after the Effective Date of this Contact and prior to and as a condition precedent to the commencement of any work or delivery. Dallas County will neither be responsible for nor authorize payments for services rendered without having the applicable certificates on file. All insurance cost including any deductibles, which shall not exceed ten percent (10%) of the coverage shall be paid in full by CONSULTANT without cost to or contributions from Dallas County. The following minimum insurance coverage is required:

**XIII.4.1.1 Workers' Compensation Insurance** in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Consultant elects to sublet any work, Consultant shall require subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are afforded protection by the Consultant.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

**XIII.4.1.2 Comprehensive General Liability Insurance, including Contractual Liability** - Commercial General Liability Insurance coverage shall carry limits of One Million and 00/100 Dollars ($1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00), and a products and completed operations aggregate of One Million and 00/100 Dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Contractor's obligations herein; personal injury/advertising liability; medical payments; fire damage, legal liability; broad form property damage, and/or liability for independent contractors.

**XIII.4.1.3 Comprehensive Automobile Liability** - Comprehensive Auto Liability insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the Contract with limits of liability not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) each person and Five Hundred Thousand and 00/100 Dollars ($500,000.00) each accident for bodily injury and Two Million and 00/100 Dollars ($2,000,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Two Million and 00/100 Dollars ($2,000,000.00)

**XIII.4.1.4 Professional Liability - Insurance Requirements** - Consultant shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in force during the term of the Contract and thereafter for an additional five (5) years from date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) single limit, with certificates evidencing such coverage.

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XIII.4.2 CONSULTANT agrees that, with respect to the above referenced insurance, all insurance contracts will contain following required provisions:

XIII.4.2.1 Name Dallas County and its officers, employees and elected representatives as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

XIII.4.2.2 Provide for forty five (45) days notice to the COUNTY for cancellation, non-renewal or material change which notice must be accompanied by a replacement Certificate of Insurance to maintain uninterrupted coverage.

XIII.4.2.3 Provide for an endorsement that the “other insurance” Clause shall not apply to Dallas County where COUNTY is an additional insured on the policy.

XIII.4.2.4 Provide for notice to the COUNTY at the address shown below by registered mail.

XIII.4.2.5 CONSULTANT agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

XIII.4.2.6 All Insurance Coverage shall be on an occurrence basis unless specifically approved in writing and executed by the County’s Director and Risk Manager.

XIII.4.3 In addition to any other remedies COUNTY may have upon CONSULTANT’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof. A stop work order given to CONSULTANT by COUNTY in accordance with this Article shall not constitute a Suspension of Work.

XIII.4.4 It is agreed that CONSULTANT’s insurance shall be deemed primary with respect to any insurance or self insurance carried by COUNTY for liability arising out of operations under this Contract.

XIII.4.5 CONSULTANT shall advise COUNTY in writing within 24 hours of any claim or demand against COUNTY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT’s activities under this AGREEMENT.

XIII.4.6 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XIII.4.7 Approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by CONSULTANT shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the CONSULTANT from liability.

XIII.4.8 Acceptance of the final plans by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working...
drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, subcontractors, and agents.

XIII.4.9 Standard of Care: Services provided by CONSULTANT under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

XIII 4.10 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this Contract.

ARTICLE XIV NONDISCRIMINATION.

As a condition of this Contract, CONSULTANT will take all necessary action to insure that, in connection with any work under this Contract, it will 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 handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements.

ARTICLE XV ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICES

XV.1 This Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary by either Party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Dallas County, Texas. Notwithstanding any provisions contained in this agreement and any supplemental amendment to the contrary, this Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas and is expressly subject to Dallas County's Sovereign Immunity and Title 5 of the Texas Practice and Civil Remedies Code.

XV.2 All notices and correspondence to COUNTY by CONSULTANT shall be mailed or delivered as follows:

Dallas County Public Works
Donald R. Holzwarth, P.E., Director
Administration Building
411 Elm Street, 4th floor
Dallas, Texas 75202
XV.3 All notices and correspondence from COUNTY to CONSULTANT shall be mailed or delivered as follows:

Mr. K.M. Wani, Ph.D., P.E.
Senior Project Manager
Williams-Russel and Johnson, Inc.
7610 Stemmons Freeway, Suite 110
Dallas, Texas 75247-4231

ARTICLE XVI TERM

This Contract becomes effective when fully executed by both parties (hereinafter, the called the "EFFECTIVE DATE"), unless termination occurs as otherwise provided herein and expires on the completion of all obligations by the parties set forth herein. The CONSULTANT will not begin work or incur Costs until authorized in writing by the COUNTY to proceed with the work, as more fully set forth herein.

ARTICLE XVII FINANCIAL INTEREST PROHIBITED: CONFIDENTIALITY

XVII.1 CONSULTANT covenants and represents that Consultant, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

XVII.2 Consultant understands that no officer or employee of COUNTY shall have any financial interest, direct or indirect, in any contract with COUNTY, or be financially interested, directly or indirectly, in the sale to COUNTY of any land, materials, supplies, or services, except on behalf of COUNTY as an officer or employee. Any violation of this prohibition, with the express knowledge of the person or corporation contracting with COUNTY shall render the Contract involved voidable by the Commissioners Court.

XVII.3 CONSULTANT's reports, evaluations, designs, drawings, data and all other documentation and work developed by CONSULTANT hereunder shall not be disclosed to any third parties without the prior written approval of Director.

ARTICLE XVIII REPORT

XVIII.1 The CONSULTANT shall promptly advise the COUNTY in writing of events which may have significant impact upon the Contract, including but not limited to:

XVIII.1.1 Problems, delays or adverse conditions which will materially affect the ability to meet time schedules or goals or preclude the attainment of project work units by
established time periods. This disclosure shall be accompanied by a statement of any action taken, or contemplated, and any COUNTY assistance needed to resolve the situation.

**XVIII.1.2 Favorable developments or events which enable** the CONSULTANT to meet time schedules and goals sooner than anticipated or to produce more work units than originally projected.

**XVIII.2 The CONSULTANT shall coordinate all work with the Director of the Department of Public Works or with such other person as may be designated by him in writing.**

**XVIII.3 The CONSULTANT shall report progress on work undertaken to the designated Dallas County point-of-contact at not greater than monthly intervals.**

**ARTICLE XIX CONSULTANT RESOURCES**

The CONSULTANT warrants that the CONSULTANT and each subconsultant, specifically including, but not limited to surveyors, has adequate qualified personnel in its employment and all required transportation, equipment, materials, supplies and any and all other goods and services for performance of services required under this Contract, or will be able to obtain such personnel, transportation, equipment, materials, supplies and any and all other goods and services from sources other than the COUNTY. Unless otherwise specified, the Consultant for the compensation received shall furnish all personnel, transportation, equipment, materials, supplies and any and all other goods and services required to perform the work authorized herein at its sole cost and expense. All employees of the Consultant or of any subcontractor shall have all required licenses, knowledge and experience as will enable them to perform the duties assigned to them. CONSULTANT contracts and agrees that any employee of the Consultant or any subcontractor who, in the opinion of the COUNTY, is incompetent or whose conduct becomes detrimental to the work or whose conduct reflects adversely on the COUNTY shall immediately be removed from association with the project.

**ARTICLE XX SUBCONTRACTS**

**XX.1 The CONSULTANT shall not subcontract, sell, assign, pledge, or otherwise transfer any portion of the work authorized by the COUNTY without prior approval in writing by the COUNTY. Any attempt to sign, transfer, pledge, convey or otherwise dispose of any part of or all of CONSULTANT’s rights, title, interests or duties under this agreement without the written approval of County is void and shall confer no rights upon any third party. Violation of this provision shall constitute a material breach of this agreement and may be grounds for termination at the sole discretion of County. Under no circumstances shall the CONSULTANT subcontract more than fifty percent (50%) of this CONTRACT.**

**XX.2 Subcontractors shall comply with the provisions of this CONTRACT. No subcontract will relieve the CONSULTANT of its responsibility under this CONTRACT.**
ARTICLE XXI SUCCESSORS AND Assigns

The COUNTY and the CONSULTANT each binds itself, its successors, executors, administrators, assigns and subcontractors in respect to all covenants of this CONTRACT.

ARTICLE XXII INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

XXII.1 The following documents are incorporated herein as if reproduced herein word for word:

XXII.1.1 Consultant’s submission of the Minority/Women Specifications for SOQ’S.

XXII.1.2 Dallas County Unified Policy for Selection of Architect/Engineers as set forth in Commissioners Court Order No. 92-393.


XXII.1.4 The Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, 1993 edition or latest version at Effective Date.

XXII.1.5 The Texas Manual on Uniform Traffic Control Devices, latest version at Effective Date.

XXII.1.6 The Dallas County Design Manual, latest version at Effective Date.


XXII.1.8 Standards, Specifications, Codes, Ordinances, Regulations of City or Cities in which the project is located.

XXII.2 In the event of any inconsistency between the provisions of this agreement, the inconsistency shall be resolved by giving precedence in the following order: (1); (2) this CONTRACT; (3) the RFQ and (4) County Unified Policy for Selection of Architect/Engineers and (5) Consultants response to RFQ, inclusive of all data and documentation as furnished.

ARTICLE XXIII AMENDMENTS

XXIII.1 Modification - Either the Consultant or the County may initiate a written request for a Contract Modification when, in the opinion of the requesting party, the needs and conditions of the project warrant a modification. Upon receipt of a request by either party, the Consultant and the County shall review the conditions associated with the request and determine the necessity of a modification. When both parties agree that a modification is warranted the Consultant and the County shall negotiate the specific modification(s) and any changes in the Cost, total not-to-exceed amount for the contract, unit prices for any item not previously agreed upon or completion dates resulting from the modification.

XXIII.2 Fee/Time Increases - Any other provision of this CONTRACT notwithstanding, it is specifically understood and agreed that the Consultant shall not be authorized to undertake any services pursuant to this CONTRACT, or any modification to the CONTRACT or amendment hereto requiring the payment of any amount in excess of Cost stipulated in Article III, "Compensation", requiring or extension of time of completion without first obtaining specific
authorization from the County in the form of a formal order of the Dallas County Commissioners Court authorizing a Modification and a written authorization to proceed from the Dallas County Department of Public Works.

XXIII.3 Phase II Amendment In the event that the County shall exercise its option for Phase II services and a mutual agreement is reached between the parties, that agreement shall be reduced to writing, incorporated in the terms of this agreement, and shall amend this agreement to the extent of the agreed provisions there in.

XXIII.4 Approval of a modification shall be in the form of a written Modification which clearly defines the changes to the previously approved provision of this CONTRACT. Said written modification shall be approved by the Consultant, authorized by the Dallas County Commissioners Court by a formal order except as provided in Section 5 of this Article and a written notice to proceed will be issued by the Dallas County Department of Public Works.

XXIII.5 The Department of Public Works may issue a written modification without prior approval of the Commissioners Court to extend the maximum completion date, not to exceed ten (10) days and when the modifications are to be accomplished within the previously authorized total not-to-exceed amount of the CONTRACT and within an amount not more than $50,000.00 above the previously approved amount, and when the modifications do not materially or substantively alter the overall scope of the project or the services provided by the Consultant.

ARTICLE XXIV COMPLIANCE WITH LAWS

The Consultant shall be familiar with and at all times shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this CONTRACT, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations, non-discrimination laws and regulations, and safety regulations. When required, the Consultant shall furnish the County satisfactory proof of compliance therewith.

ARTICLE XXV. NON-COLLUSION

The Consultant warrants that it has not employed or retained any company or persons, other than bona fide employees working solely for the Consultant, to solicit or secure this CONTRACT and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the County shall have the right to annul this CONTRACT without liability or to deduct, at its discretion, from the CONTRACT price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

COCKRELL HILL ROAD PROJECT 30215
CONSULTANT CONTRACT 02-2003
ARTICLE XXVI. SIGNATORY WARRANTY

The undersigned signatory for the Consultant hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this CONTRACT and that he or she has full and complete authority to enter into this CONTRACT on behalf of the firm and that the execution thereof is the act of the Consultant and has been delivered and, subsequent to execution by County, constitutes a legal, valid and binding obligation of the Consultant, its successors and assigns and shall inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

ARTICLE XXVII. MISCELLANEOUS GENERAL PROVISIONS

XXVII.1 Entire Agreement. This CONTRACT, including all exhibits and addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties as herein provided.

XXVII.2 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.

XXVII.3 Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this CONTRACT does not preclude pursuit of other remedies in this CONTRACT or provided by law. CONSULTANT shall have a duty to mitigate damages.

XXVII.4 Federal or State of Texas Funding. In the event that any Project or part thereof is funded by State of Texas or U. S. Government federal funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, Consultant agrees to timely comply therewith without additional cost or expense to COUNTY.

XXVII.5 Headings. The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this CONTRACT and shall not be deemed to affect the interpretation or construction of such provision.

XXVII.6 Number and Gender. Words of any gender used in this CONTRACT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

XXVII.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XXVII.8 Funding. Notwithstanding any provisions contained herein, this CONTRACT is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the agreement and any extension thereto. CONSULTANT shall have no right of action against the County of Dallas in the event that the County of Dallas is unable to fulfill its obligations under this CONTRACT as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this CONTRACT or failure to budget or authorize funding for this CONTRACT during the current or future fiscal years. In the event that County of Dallas is unable to fulfill its obligations under this CONTRACT as a result of lack of sufficient funding or if funds become unavailable, County of Dallas, at its sole discretion, may provide funds from a separate source or terminate this CONTRACT.
IN WITNESS WHEREOF, THE COUNTY OF DALLAS has caused this CONTRACT to be signed by its County Judge, duly authorized to execute the same in its behalf by Court Order No.______, approved by the Commissioners Court on ________________, 200__, and _____________, signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this CONTRACT.

DALLAS COUNTY

WILLIAMS-RUSSELL and JOHNSON, Inc.
CONSULTANT

ATTEST:

Margaret Keliher
Dallas County Judge

ATTEST:

Charles E. Johnson, Sr., P.E.
President

Approved as to Form:

Janet R. Ferguson
Chief, Civil Division
Assistant District Attorney

COCKRELL HILL ROAD PROJECT 30215
CONSULTANT CONTRACT 02-2003

Cockrellhill30215:wrjcontract
ATTACHMENT "A"
SCOPE OF SERVICES: PHASE I PRELIMINARY DESIGN
(Revised 1/27/03)

I. PROJECT DESCRIPTION:
Extension of Cockrell Hill, a new 4-lane divided concrete roadway, from concrete paving at IH 30 to proposed north curb returns at La Reunion where none currently exists (approximately 1,500 linear feet); and also extend La Reunion, 4-lane undivided concrete road way, approximately 700 linear feet to make connection to the proposed Cockrell Hill Roadway.

II. PROJECT LOCATION: (See Attached Exhibit)

III. SCOPE OF SERVICES:
1. Pre-Design Charrette & Project Walk through. Participate in preparation of Pre-Design Charrette and attend one Project Walk-thru meeting and one neighborhood meeting scheduled by the County.
2. Conferences. Attend meetings scheduled by the County (Maximum 6) to complete the preliminary plan preparation and review discussions for the project.
3. Meet with municipalities and other agencies to determine the extent of any previous plans and studies and to obtain zoning, subdivision information and land use requirements; prepare one written report type document for submittal to County.
4. Determine the need for US Corps of Engineers, permits, historical designation and any other required permits. Provide County with data and plan sheets for County submittal for permits if needed. However, Preparation of Environmental Assessment and permits, if needed, will be considered an additional task.
5. Set the City of Dallas proposed alignment and prepare ROW alignment map; identify problems if any involved in the city's proposed alignment and evaluate possible alternate solution.
6. Collect information on existing utilities; locate utilities in the field; insert into plans; ascertain from the utilities company any proposed improvements that will impact upon the project.
7. Prepare Phase I Environmental Site Assessment document for submittal to County.
8. Prepare drainage area map and define drainage structures and ROW requirements.
9. Plot and provide typical section for the project condition.
10. Determine grade and elevations, considering elevated grade plus 4' high requirement at RR crossing north of the project and prepare preliminary plan and profile sheets (approximately 5 sheets).
11. Develop cross sections at 50' intervals; determine impact to adjacent property; estimate volume of excavation and embankment.
13. Develop scope of services for Phase II.
14. Prepare and furnish County detailed preliminary engineering report.
### COCKRELL HILL ROAD EXTENSION - MANHOUR ESTIMATES

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Project Manager</th>
<th>Civil Engineer / Designer</th>
<th>Environmental Engineer / Technician</th>
<th>Network / CAD Technician</th>
<th>Secretary</th>
<th>QA/QC Review</th>
<th>Branch Manager</th>
<th>Total MH/Task</th>
<th>Mileage Expense ($)</th>
<th>Supplies Exhibits &amp; Reprographics Expense ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Pre-Design Charrette &amp; Project Walk through &amp; Neighborhood Meeting</td>
<td>12</td>
<td>8</td>
<td>8</td>
<td>12</td>
<td>8</td>
<td></td>
<td></td>
<td>48</td>
<td>28</td>
<td>170</td>
</tr>
<tr>
<td>2 Conferences</td>
<td>12</td>
<td>12</td>
<td>8</td>
<td>20</td>
<td>12</td>
<td></td>
<td></td>
<td>80</td>
<td>42</td>
<td>150</td>
</tr>
<tr>
<td>3 Meet with municipalities and other agencies to determine the extent of any previous plans and studies and to obtain zoning, subdivision information and land use requirements; prepare one written report type document for submittal to County.</td>
<td>16</td>
<td>24</td>
<td>8</td>
<td>8</td>
<td>16</td>
<td></td>
<td></td>
<td>56</td>
<td>175</td>
<td>250</td>
</tr>
<tr>
<td>4 Determine the need for, US Corps of Engineers, permits, historical designation and any other required permits.</td>
<td>16</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>24</td>
<td>0</td>
<td>120</td>
</tr>
<tr>
<td>5 Using the City of Dallas proposed alignment, develop and prepare ROW alignment map; identify several options involved in the city's proposed alignment and evaluate possible alternate solutions.</td>
<td>24</td>
<td>40</td>
<td>32</td>
<td>8</td>
<td>8</td>
<td>112</td>
<td>70</td>
<td>325</td>
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## Cockrell Hill Road Extension - Manhour Estimates

<table>
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<tr>
<th>Task Description</th>
<th>Project Manager</th>
<th>Civil Engineer / Designer</th>
<th>Environmental Engineer / Technician</th>
<th>Network / CAD Technician</th>
<th>Secretary</th>
<th>QA/QC Review</th>
<th>Branch Manager</th>
<th>Total MH/Task</th>
<th>Mileage Expense ($)</th>
<th>Supplies Exhibits &amp; Reprographics Expense ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Collect information on existing utilities; locate utilities in the field; ascertain from the utilities company any proposed improvements that will impact upon the project.</td>
<td>8</td>
<td>24</td>
<td>4</td>
<td>36</td>
<td>70</td>
<td></td>
<td></td>
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<tr>
<td>7 Prepare Phase I Environmental Site Assessment document for submittal to County.</td>
<td>8</td>
<td>48</td>
<td>12</td>
<td>8</td>
<td>2</td>
<td>78</td>
<td>70</td>
<td>325</td>
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<tr>
<td>8 Prepare drainage area map and define drainage structures and ROW requirements.</td>
<td>8</td>
<td>24</td>
<td>20</td>
<td>4</td>
<td>4</td>
<td>60</td>
<td>21</td>
<td>250</td>
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<tr>
<td>9 Provide typical section for the project condition, with slope options.</td>
<td>6</td>
<td>8</td>
<td>8</td>
<td></td>
<td>22</td>
<td></td>
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<tr>
<td>10 Determine grade and elevations, considering elevated grade requirement at RR crossing north of the project and prepare preliminary plan and profile sheets (approx 5 sheets).</td>
<td>20</td>
<td>40</td>
<td>40</td>
<td>8</td>
<td>4</td>
<td>112</td>
<td>42</td>
<td>350</td>
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</table>
### COCKRELL HILL ROAD EXTENSION - MANHOUR ESTIMATES

<table>
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<tr>
<th>Task Description</th>
<th>Project Manager</th>
<th>Civil Engineer / Designer</th>
<th>Environmental Engineer / Technician</th>
<th>Network / CAD Technician</th>
<th>Secretary</th>
<th>QCNOC Review</th>
<th>Branch Manager</th>
<th>Total M/Task</th>
<th>Mileage Expense ($)</th>
<th>Supplies Exhibits &amp; Reprographics Expense ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 Develop cross-sections at 50' intervals; determine impact to adjacent property; estimate volume of excavation and embankment.</td>
<td>12</td>
<td>24</td>
<td>40</td>
<td></td>
<td></td>
<td>76</td>
<td>21</td>
<td>150</td>
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<tr>
<td>12 Qa/Qc of sub consultants work</td>
<td>8</td>
<td>8</td>
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<td>28</td>
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<tr>
<td>13 Prepare preliminary cost estimate.</td>
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<td>16</td>
<td>4</td>
<td></td>
<td>4</td>
<td>2</td>
<td>34</td>
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<tr>
<td>14 Develop scope of services for Phase II.</td>
<td>8</td>
<td>12</td>
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<td>28</td>
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<tr>
<td>15 Develop preliminary engineering report</td>
<td>12</td>
<td>24</td>
<td>4</td>
<td>16</td>
<td>20</td>
<td>8</td>
<td>8</td>
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<td><strong>TOTAL</strong></td>
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<td>264</td>
<td>88</td>
<td>188</td>
<td>76</td>
<td>32</td>
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<td>886</td>
<td>560</td>
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<td><strong>Rate Per Hour</strong></td>
<td>138.55</td>
<td>117.92</td>
<td>117.92</td>
<td>73.7</td>
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<td><strong>Total Labor Cost</strong></td>
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<td>13,855</td>
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<td>4,544</td>
<td>9,728</td>
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<td><strong>Expenses (Mileage, Supplies, Exhibits &amp; Reprographics = 560+2590)</strong></td>
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<td><strong>Total Cost (Basic Service)</strong></td>
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<td>Geotechnical (Subconsultant Fee $5175.00+10%)</td>
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<td><strong>TOTAL FEE</strong></td>
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### SAMPLE INVOICE

**ON FIRM’S LETTERHEAD**

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<thead>
<tr>
<th>ROAD NAME AND LIMITS</th>
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<td>COUNTY PROJECT NUMBER</td>
<td>INVOICE NUMBER</td>
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<tr>
<td>COUNTY COURT ORDER NO.</td>
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<td>(AUTHORIZING CONTRACT)</td>
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<td>DATE OF COURT ORDER</td>
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<td>ORIGINAL CONTRACT AMOUNT</td>
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<td>NUMBER AND AMOUNT OF</td>
<td>TOTAL CONTRACT AMOUNT</td>
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<td>AMENDMENTS</td>
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<td>BASIC ENGINEERING</td>
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<td>SERVICES FEE</td>
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<td>SPECIAL SERVICES FEES</td>
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<td>(AS ITEMIZED IN CONTRACT)</td>
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<td>TOTAL INVOICE AMOUNT</td>
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<td>PREVIOUS PAYMENTS</td>
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<td>AMOUNT DUE</td>
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</tbody>
</table>

The undersigned certifies that the amount due represents payment for actual work performed, delivered to COUNTY, and accepted by COUNTY as satisfactory which has not previously been paid.

**SIGNATURE OF PROJECT MANAGER OR PRINCIPAL**
ATTACHMENT “D”

I. Primary Design Preparation of Plans and Specifications shall include:

I.1 Upon a review and approval of the proposed route location, alignment, preliminary grade line and drainage requirements by the COUNTY and CITY (or CITIES) concerned, the CONSULTANT shall prepare ROW plans from field surveys for the acquisition of the necessary ROW. These plans shall include but not be limited to the following:

I.1.1 The location with station and off set distance or centerline tie of all fixed topography within the proposed right-of-way, including fences (type and height), trees, all structures and other existing improvements, along with existing property corners (i.e., iron pins), all proposed improvements including new curb line, storm drainage structures, i.e., inlets, manholes, headwalls, utilities, etc., plotted on 24" x 36" standard size sheets with a scale of not less than 1" = 20'. With prior approval from Property Division of COUNTY individual plats on 8-1/2" x 11" and 11" x 17" sheets shall be prepared for each parcel indicating all the data required hereinabove and conforming with COUNTY ROW Guidelines.

I.1.2 The street number of all structures or houses, the names of owners of record, parcel number, and volume/page number for each taking.

I.1.3 All ROW to be acquired shall be clearly dimensioned with the area to be acquired and that remaining indicated in square feet and acres. Property lines shall be referenced to the project centerline. Dimensions from proposed right-of-way lines to all improvements, existing structures or houses shall be indicated. Three copies of right-of-way maps shall be submitted to the COUNTY for review along with sample copies of plat and deed description. One copy of all survey and deed data shall be submitted to the COUNTY.

I.1.4 Prepare deed descriptions for all parcels of right-of-way to be acquired, including all necessary drainage and slope easements (and temporary easements, if required) conforming to COUNTY ROW Guidelines.

I.2 Furnish the COUNTY six full size copies and six 11" x 17" half-scale copies along with the full size original of the right-of-way plans, the original and two copies of the deed descriptions along with the original and five copies of 11" x 17" plats, and original and five copies of 8 1/2" x 11" plats.

I.3 Prepare a primary plan design set to include the following:

(a) Title sheet.

(b) Typical sections proposed for project conditions.

(c) Paving plan and profile sheets showing the proposed geometric alignment of the roadway including driveways, median openings, left turn lanes,
location of detour routes and all existing features. Plans shall be prepared conforming to standard COUNTY procedures and guidelines.

(d) Proposed roadway profile grades and elevations. The proposed roadway profiles are to include left and right outside T.O.C. (top of curb), and left and right median T.O.C. profiles.

(e) Prepare the final drainage area map showing drainage areas, run-off coefficients in accordance with type of city zoning and/or development, points of concentration, size of areas in acres and the calculated quantity of storm water run-off at each point of concentration in cubic feet per second. Provide culvert and storm sewer layouts and profiles, hydraulic calculations and requirements for drainage easements. Headwalls shall be designed for urban or rural conditions as specified for each project. If non-standard headwalls are used, construction details complete with reinforcing steel schedule shall be shown on plans. Design criteria for storm drainage shall conform to the policy or ordinance of the city in which the improvements are to be made or the County's requirements where no City policy or ordinance exists.

(f) Estimated Quantity Sheet

(g) Suggested Construction Sequence plan.

I.4 Profiles and cross sections will be required for all intersecting streets, alleys, driveways and cross sections at other critical or intermediate points such as culverts, bridge abutments, etc. Drainage at all intersections must be clearly indicated and verified by field survey. Either contours or spot elevations shall be shown on intersection layouts with cross slope to fit intersecting gradelines. Cross sections shall be extended beyond the proposed right-of-way a sufficient distance (minimum of 50 feet) to determine directions of rainfall runoff. All drainage ditches shall be profiled beyond the right-of-way to the extent necessary to determine drainage requirements and cross sectioned. This distance shall be a minimum of 100 feet each direction.

I.5 CONSULTANT will be required to furnish to the COUNTY the necessary engineering data and applications for permits or easements from local, state, federal or other agencies, for railroad grade crossings (plan and profile, storm sewer plans and metes and bounds ROW descriptions for the required widening or new crossing will be required).

I.6 CONSULTANT shall complete documentation necessary for any required environmental assessment study, Corps of Engineers permits, Americans with Disabilities Act submittals, Railroad permits, historical designation or other required permits and webmaster for Project Website and provide copy of same to COUNTY and/or documentation that the aforementioned elements are not required for the specific project. Copies of study or permit application will be required for partial payment of this item of the contract.

I.7 CONSULTANT shall at the specific request of Director coordinate and execute any Neighborhood Meetings necessary for the project. CONSULTANT shall secure facilities for meeting, prepare any necessary exhibits, conduct presentations, distribute advance notification, mailers, etc. Consultant shall furnish a detailed report after the meeting(s)
addressing attendance, topics of discussion, issues presented, issues resolved and recommendations.

I.8 Establish and document line and grade control points at P.I.'s, P.C.'s, P.T.'s, and at not more than 500 foot intervals throughout the project. These points and references shall be located so that removal will not be required during construction and documentation shall be shown on the plan-profile sheets or a project layout or control sheet. The centerline alignment shall be staked with stake or point set at each centerline station. All project control shall be refreshed by CONSULTANT prior to construction.

I.9 The COUNTY and CITY (CITIES) shall review the primary plans submitted as scheduled or required. Following these reviews, a "Plan-in-Hand" conference will be held to discuss the comments and proceed from the conference to a meeting to check the plans as designated in project schedule.

I.10 The CONSULTANT shall make the necessary corrections and revisions resulting from the "Plan-In-Hand" conference and field visit and submit three sets of each corrected/revised plans to COUNTY for review and approval.

I.11 CONSULTANT is also required to attend additional conferences that may be necessary and scheduled by the COUNTY to complete primary/final plan preparation and review discussions for the project[a minimum of five (5)].

I.12 CONSULTANT shall complete and implement any suggested changes in deliverables, process or action resulting from the Partnering Charrette.

I.13 Upon approval CONSULTANT shall provide five copies and computer files of primary phase design plans.

II. Final Design Preparation of Detailed Plans and Specifications shall include:

II.1 Preparation of detailed construction plans, specifications, bid proposal, and estimate of quantities and costs. Final plan set shall include the items in the primary design phase along with, but not limited to the following: line and grade control sheet, erosion control sheet, erosion control plan (SW3P) traffic control/pavement marking plan (construction and final), electrical and irrigation conduit plan, utility plans, standard and special details, and any other items required or specified in the Scope of Services. Plans and specifications shall follow standards and practices established by Texas Department of Transportation (TxDOT) for comparable work. Dallas County Standards, North Central Texas Council of Governments (NCTCOG) Standards for Public Works Construction-North Central Texas and City (or Cities) standards may be used as authorized by the Director.

II.2 Preparation of the final cross sections on 24" x 36" sheets and 11" x 17" half scale plans indicating station, grade and grade point, roadway section, right-of-way lines and quantities of excavation and/or fill. Cross sections shall be plotted at 50 foot intervals with stationing from the bottom of the sheet on 1" = 5' horizontal and 1" - 5' vertical scales and shall be clearly legible for reproductions. Excavation and embankment volumes and end area computations shall be shown for sections, including shrinkage factors and a summary for all sheets. Cross sections shall extend beyond the ROW as required for design or construction purposes. Upon approval CONSULTANT shall provide all originals, five copies, and computer files of final cross sections.

ATTACHMENT D, PHASE II, PRIMARY/FINAL DELIVERABLES
II.3 Preparation of final plans shall be on 24" x 36" sheets on .004 inch or thicker mylar drafting film or equivalent and 11" x 17" half scale plans. All drafting shall be in ink and clearly legible when reduced to half scale and conform to COUNTY standards. Plans shall be on a scale of 1" = 20' horizontal and 1" = 5' vertical. Where needed for detail, scale of 1" = 10' horizontal shall be used. Culvert layouts, bridge layouts and other structural details shall be at scale of 1" = 5' or as directed by the COUNTY. Storm sewer plan and profiles shall be provided including all laterals. Storm sewer laterals will be designed to clear utility lines to the extent possible and all subgrade construction. Hydraulic gradient and data will be shown. Cross sections will not be included as part of each set of plans. Upon approval CONSULTANT shall provide all originals, five copies, and computer files of final plans.

II.4 Preparation of final specifications and bid proposal conforming to the plans in rough draft form for final review. Upon completion of review, the CONSULTANT shall make the required corrections and revisions and furnish to the COUNTY all originals, five copies and computer files of approved specifications, notices to bidders and proposal complete and suitable for advertising for bids. The Standard County of Dallas General Provisions, General Notes and Regulations for Construction contracts and performance and payment bonds shall be used with supplement from the TxDOT or NCTCOG specifications where required.

II.5 CONSULTANT shall provide a final construction cost estimate along with all field notes, design and quantity calculations and final hydraulic calculations and studies.

II.6 At this point Final Design should be substantially complete. The “Dallas County Performance Evaluation of Design Consultants” and “Evaluation of Dallas County” evaluation process shall be performed.

III. Engineering services during construction shall include the following as needed: attend Pre-Bid meeting, Pre-Construction Meeting and the Partnering Workshop; review and approve shop drawings and Requests for Information (RFI’s) provided by Contractor; attend field meetings; make plan modifications and revisions; construction surveying; field inspections; preparation of record drawings; any other construction management items as needed.

III.1 Any provision in the contract notwithstanding, it is specifically understood and agreed that the CONSULTANT shall not authorize or undertake any work pursuant to this contract, which work would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in this Contract, without having first obtained specific written authority therefor from the COUNTY, including work referred to as “Special Services.” The written authorization for additional work shall be in the form of a "Modification to the Scope of Services" and the scope shall be clearly defined therein and approved by the CONSULTANT and Director and any fees therefor negotiated, approved and submitted by the Director to the Commissioners Court for approval.

III.2 In addition to the paper/mylar copies specified above, CONSULTANT shall deliver requested work to the COUNTY in digital form which is electronically downloadable and able to be manipulated by COUNTY’s computers. These files shall include all referenced files, and cell libraries, and shall be created in compliance with TxDOT specifications in regard to level structure, line type, and line weight. Any corrupted files
IN WITNESS WHEREOF, THE COUNTY OF DALLAS has caused this CONTRACT to be signed by its County Judge, duly authorized to execute the same in its behalf by Court Order No._______, approved by the Commissioners Court on ________________, 200__, and ________, signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this CONTRACT.

DALLAS COUNTY

WILLIAMS-RUSSELL and JOHNSON, Inc.
CONSULTANT

ATTEST:

Margaret Keliher
Dallas County Judge

K.M. Wani, Ph.d., P.E.
Senior Project Manager

Approved as to Form:

Janet R. Ferguson
Chief, Civil Division
Assistant District Attorney

Corporate Seal
MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner Kenneth A. Mayfield, District No. 4

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

SUBJECT: County Owned Properties Required for S. H. 161 (from I.H. 20 to Rock Island Road)
8018-02-24, ROW CSJ No. 2964-01-026

BACKGROUND

The S. H. 161 Project began in the 1969 Bond Program as the old Loop 9 Project. In early 1970 the Texas Department of Transportation (TxDOT) began implementing the Right-of-Way Development Plan for construction of the old Loop 9 Project in the western section of Dallas County’s north-south corridor. The S.H. Loop 9 designation has been changed to S.H. 161. The 1991 Dallas County Thoroughfare Program included $3.5M to fund the local 10% share of the U.S. 161 (I-20 to Rock Island), Project 91-553.

The TxDOT Minute Order for this state project required that local governments participate in the acquisition of the Rights-of-Way. Pursuant to public hearing comments regarding the Loop 9 proposed alignment, TxDOT completed on or about 1975 a detailed study of the transportation needs of the Dallas-Fort Worth area. This study, known as the Total Transportation Plan for the North Central Texas Region outlined the various alternatives, which would be evaluated for the Loop 9 alignment. A component of the acquisition process after the project alignment is approved is to protect the right of way along the preferred alignment route via advance purchase (hardship purchase) where necessary. In that regard Dallas County purchased in advance the following properties as justified hardship cases for the proposed S.H. 161 project:

601 N.W. 16th Street, Grand Prairie, Texas

BEING 8,657 square feet of land, more or less, and being a portion of Lot 8, Block 150, Dalworth Park Addition, an addition to the City of Grand Prairie, Texas, according to the Map recorded in Volume 1, Page 546 and 547, Map Records, Dallas County, Texas, by Right-of-Way Deed dated March 8, 1975, recorded in Volume 75077, Page 0036, Deed Records, Dallas County, Texas.

1400, 1410, 1418 and 1426 Dalworth Street, Grand Prairie, Texas

BEING Lots 2, 3, 4 and 5, Block 144, Dalworth Park Addition, an Addition to the City of Grand Prairie, Dallas County, Texas, according to the Map recorded in Volume 1, Page 324, Map Records of Dallas County, Texas, by Right-of-Way Deeds dated August 24, 1973, recorded in Volume 73177, Page 1220 and Volume 73177, Page 1224, Deed Records, Dallas County, Texas, as follows:
1400 Dalworth Street, Lot 2, Block 144, 100’ x 186’ (Volume 73177, Page 1224),
1410 Dalworth Street, Lot 3, Block 144, 68’ x 342.6’ x 74.3’ x 375’ (Volume 73177, Page 1224),
1418 Dalworth Street, Lot 4, Block 144, 90’ x 342.6’ x 95.7’ x 300’ (Volume 73177, Page 1224),
1426 Dalworth Street, Lot 5, Block 144, 1.71 Acres (Volume 73177, Page 1220)

Subsequent to the hardship purchases above a Federal Law Suit was filed on or about 1985, against the proposed project, which placed the alignment south from S.H. 183 to I.H. 20 in uncertainty. In September 1998 the Federal Court ruled in favor of the State and TxDOT was authorized to proceed with acquisition of the project right of way.

TxDOT has informed Dallas County of two right of way requirements involving the County-owned properties (hardship purchases) required for the S.H. 161 Project (segment from Jefferson Street to Hill Street), Parcels 90 and 157A. The two takings consists of the whole property at 601 N.W. 16th Street and a triangular shaped tract consisting of 112 square feet of a portion of Lot 3 of 1410 Dalworth Street, (the “Required Properties”).

TxDOT has offered to purchase the Required Properties at the appraised fair market value as outlined below. In exchange for the appraised fair market value of the properties TxDOT requires that Dallas County convey the fee simple estate in the Required Properties via a Special Warranty Deed.

Subsequent to the purchase by the State of Texas of the two properties above, the procedures outlined for disposal of surplus property (Section 272, Local Government Code), will be implemented to dispose of the properties not required by the State for right of way, commonly referred to as 1400, 1410, 1418 and 1426 Dalworth Street, Grand Prairie, Texas (the “Remaining Property”). TxDOT has advised it will commence construction of the S.H. 161 frontage roads first, on or about September 2004. To maximize the fair market value of the County’s Remaining Property, the Property Division plans to offer the Remaining Property for sale upon completion of the S.H. 161 service roads fronting the county’s property.

**LEGAL INFORMATION**

Sale of the Required Properties to the State is in compliance with Section 272 of the Local Government Code.

**FINANCIAL IMPACT**

TxDOT’s offers are based on real estate appraisals dated November 18, 2002, made by William M. McClellan, a Texas State Certified Appraiser, as follows:

<table>
<thead>
<tr>
<th>Required Property</th>
<th>Description</th>
<th>Appraised FMV</th>
<th>Project Parcel #</th>
</tr>
</thead>
<tbody>
<tr>
<td>601 N.W. 16th Street (whole taking)</td>
<td>8,551 Sq.Ft. @ $0.75/Sq.Ft.</td>
<td>$6,413.00</td>
<td>157A</td>
</tr>
<tr>
<td>Pt. of 1410 Dalworth St. (partial taking)</td>
<td>112 Sq. Ft. @ $0.65/Sq.Ft.</td>
<td>$ 100.00</td>
<td>90</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$6,513.00</td>
<td></td>
</tr>
</tbody>
</table>

Dallas County Property Division Staff Appraiser has reviewed these two appraisal reports and concurs with the fair market value.
The City of Grand Prairie, through an Interlocal Contract has been maintaining the properties, i.e., mowing, drainage, trash removal, etc. pursuant to the terms of the ILA. Dallas County will be responsible for maintenance of the Remainder Property upon conveyance of the Required Properties to the State.

The funds in the amount of $6,513.00 received from the State for the purchase of the Required Properties will be deposited in Bond Project 91-553/S.H. 161, (account 424-0-8141-2000-0-50190) for use in future right of way costs, if needed.

PERFORMANCE MEASURES IMPACT

Sale of the Required Properties will assist the Property Division in meeting its 2nd quarter performance measures for FY 2003.

RECOMMENDATION

The Director of Public Works has reviewed the proposal from TxDOT to acquire the Required Properties for the S.H. 161 Project and recommends that the Commissioners Court: (1) convey to the State of Texas by Special Warranty Deed the property located at 601 N.W. 16th Street, Grand Prairie, containing 8,551 square feet of land, more or less, at the appraised fair market value of $6,413, said property more particularly described on Exhibit “A”, attached hereto, (2) convey to the State of Texas by Special Warranty Deed, approximately 112 square feet of Lot 3, Block 144, Dalworth Park Addition, an Addition to the City of Grand Prairie, at the appraised fair market value of $100, said property more particularly described on Exhibit “B” attached hereto, (3) consider the Remaining Property, acquired by Dallas County by Right of Way Deeds recorded in Volume 73177, Page 1220 and Volume 73177, Page 1224, and no longer required for the S.H. 161 Project, as surplus county-owned properties, (4) authorize Facilities Management to provide for the maintenance of the Remaining Property, see Exhibit “C”, effective upon passage of the Commissioners Court Order declaring the Remainder Property as surplus, and (5) authorize the County Judge to execute the necessary documents to convey the Required Properties to the State of Texas.

If the Commissioners Court is in agreement, a court order authorizing the matters above will be placed on the next regular agenda.

APPROVED BY:

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

Enclosures

Xc: Janet Ferguson, Chief, Civil District Attorney’s Office
    Kim Sanford, Contracts Manager, Facilities Management
EXHIBIT "A"

County Dallas
Parcel 157A
Highway S.H. 161
Project Limits: from I.H. 20 to Rock Island Road

CSJ: 2964-01-026
Account: 8018-2-24

Legal Land Description for Parcel 157A

BEING A 0.1963 ACRE TRACT OF LAND BEING A PORTION OF LOT 8, BLOCK 150 OF DALWORTH PARK ADDITION, AN ADDITION TO THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 546, MAP RECORDS, DALLAS COUNTY, TEXAS. SAID PORTION OF LOT 8 BEING DESCRIBED IN INSTRUMENT TO THE COUNTY OF DALLAS EVIDENCED BY DEED RECORDED IN VOLUME 75077, PAGE 0036, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID 0.1963 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 1/2-inch iron rod marking the southeast corner of said Lot 8, same being the intersection of the northerly right-of-way line of Cain Lane (variable width right-of-way) with the westerly right-of-way line of NW 16th Street (called 50 foot wide);

THENCE S 89°21'11" W, along the northerly right-of-way line of Cain Lane and the southerly line of said Lot 8, a distance of 21.12 feet to the southeast corner of said 0.1963 acre tract for the POINT OF BEGINNING;

(1) THENCE S 89°21'11" W, continuing along said northerly right-of-way line and said south line, a distance of 191.67 (called 191.38 feet) to a found 3/8-inch iron rod for the southwest corner of said Lot 8;

(2) THENCE N 00°24'50" W, departing said north right-of-way line, and along the west line of said Lot 8, a distance of 49.74 feet (50.00 feet) to a point for the northwest corner of said Lot 8, same being the southwest corner for Lot 7;

(3) THENCE N 89°36'51" E, along said common line, a distance of 154.90 feet to a point;
County Dallas
Parcel 157A
Highway S.H. 161
Project Limits: from I.H. 20 to Rock Island Road
CSJ: 2964-01-026
Account: 8018-2-24

Legal Land Description for Parcel 157A

(4) THENCE S 37°21'39" E, departing said common line, a distance of 61.17 feet (61.94 feet) to the POINT OF BEGINNING and containing, within these metes and bounds, 8,551 square feet or 0.1963 acre of land, more or less.

A plat of even survey date herewith accompanies this legal description.

Surveyed December, 1998
PBS&J Inc.

B. Glenn Crouch, R.P.L.S.
Texas Registration No. 5255

Date 12/9/00

FND-3727
EXHIBIT "A"  P. MANSOLA SURVEY
ABSTRACT NO. 993

LOT 6
DALWORTH PARK ADDITION
VOL. 1, PG. 546.

MRDCT

BLK 150
LOT

NAIR LEE TUCKER AND
WILIE TUCKER
VOL. 75077, PG. 0030
DROCT

COUNTY OF DALLAS
VOL. 75077, PG. 0036
DROCT

0.1963 AC. (8,551 sq. ft.)

191.67' (191.38')

N 89° 36' 51" E 154.90' 

S 89° 21' 11" W 21.12'

CAIN LANE (VARIABLE WIDTH)

TFF - Paved Parking

NOTE:
ALL BEARINGS ARE ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE, MAD 83.
A LEGAL DESCRIPTION AT EVEN
SURVEY DATE HEREBY
ACCOMPANIES THIS PLAT.

GRAPHIC SCALE
0' 25' 50'

NOTE:

A PLAT OF A SURVEY OF A
0.1963 AC. (8,551 SQ. FT.) TRACT OF LAND
IN THE P. MANSOLA SURVEY,
ABSTRACT NO. 993
CITY OF GRAND PRAIRIE
DALLAS COUNTY, TEXAS
PARCEL 157A
LEGAL LAND DESCRIPTION FOR PARCEL 90

BEING A PORTION OF BLOCK 144, OF DALWORTH PARK ADDITION TO THE
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 1, PAGE 546, MAP RECORDS, DALLAS
COUNTY, TEXAS, SAME BEING A PORTION OF A TRACT OF LAND DESCRIBED
IN INSTRUMENT TO THE COUNTY OF DALLAS, DESIGNATED AS TRACT 1 AND
RECORDED IN VOLUME 73177, PAGE 1224, DEED RECORDS, DALLAS
COUNTY, TEXAS (DRDCT), AND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found ½-inch iron rod marking the southwest corner of that
certain tract of land conveyed to Delbert Hale by instrument of record in Volume
64403, page 726 (DRDCT), same being in the easterly line of said County of
Dallas tract;

THENCE N 00°20′59″ W, along the common line between said County of Dallas
tract and said Delbert Hale tract, a distance of 167.74 feet to a set 5/8-inch iron
rod with an aluminum disk marked Texas Department of Transportation (TxDOT)
in the new western right of way line of S.H. 161 for the POINT OF BEGINNING;

(1) THENCE N 48°29′49″ W, along the new western right of way line of S.H.
161, a distance of 17.23 feet to a set 5/8-inch iron rod with an aluminum
disk marked TxDOT in the northwesterly line of said County of Dallas tract,
same being the southeasterly right-of-way line of Park Avenue (called 50
foot right-of-way);

(2) THENCE N 64°30′26″ E, along the northwesterly line of said County of
Dallas tract and along the southeasterly right-of-way line of Park Avenue, a
distance of 14.18 feet to a found 1/2 inch iron rod marking the northeasterly
corner of said County of Dallas tract, same being the northwesterly corner of
said Delbert Hale tract;
Legal Land Description for Parcel 90

(3) THENCE S 00°20'59" E, along the common line between said County of Dallas tract and said Delbert Hale tract, a distance of 17.52 feet to the POINT OF BEGINNING and containing 0.0026 acre or 112 square feet of land, more or less, within these metes and bounds.

A plat of even survey date herewith accompanies this legal description.

Surveyed March, 1999
PBS&J Inc.

B. Glenn Crouch, R.P.L.S.
Texas Registration No. 5255

Date 5/19/99
EXHIBIT "B"

P. MANSOLA SURVEY
ABSTRACT NO. 993

PARK AVENUE (CALLED 50' ROW)

COUNTY OF DALLAS
TRACT 1
VOL. 73177, PG. 1224
DRDCT

LEGEND

EXIST. ROW LINE
NEW ROW LINE
PROPERTY LINE
COUNTY LINE
CONTROL OF ACCESS LINE
SURVEY LINE
FENCE
CITY LIMITS
EASEMENTS
RAILROAD
STRUCTURE
RECORD CALL

NOTE:
ALL BEARINGS ARE ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83.
A LEGAL DESCRIPTION AT EVEN
SURVEY DATE HEREWITH
ACCOMPANIES THIS PLAT.

A PLAT OF A SURVEY OF A
0.0026 AC. [112 SQ. FT.] TRACT OF LAND
IN THE P. MANSOLA SURVEY,
ABSTRACT NO. 993
CITY OF GRAND PRAIRIE
DALLAS COUNTY, TEXAS

PARCEL 90

B. GLENN CROUCH
R.P.L.S. No. 5255

DATE

5/19/99

STATE OF TEXAS
B. GLENN CROUCH
P. L.S. No. 5255
PROFESSIONAL SURVEYOR

GRAPHIC SCALE
0' 20' 40'

CSJ No. 2964-01-
ACCOUNT

k\ym\120319\sh161\cad\p90.dgn May 14, 1999 07:16:35
Page 3 of 3
REMAINING PROPERTY

3.34 AC. ±
MEMORANDUM:

TO: Commissioners Court

THROUGH: Kenneth A. Mayfield, Commissioner District No. 4

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

SUBJECT: Request from Abutting Landowner to Abandon/Purchase a Portion of North Main Street (between E. Red Bird Lane and W. Red Bird Lane) in Duncanville, Texas

BACKGROUND

Dallas County acquired the subject property by Warranty Deed dated December 21, 1921, recorded in Volume 918, Page 318, Real Property Records, Dallas County, Texas, prior to the City of Duncanville ("City") annexing the property.

Dallas County has received a request from the adjoining landowner, Rice Tunneling & Boring, Inc. to purchase, at the appraised fair market value, approximately 20,635 square feet of the N. Main Street right of way in the city of Duncanville, which directly adjoins its existing property on the east side (see attached plat).

The property apparently became surplus to existing roadway use due to the re-design and construction of the intersection of N. Main and W. Red Bird Lane. The City of Duncanville staff has confirmed that such property is surplus to their roadway needs and will present to the City Council an Ordinance (draft attached) to abandon such property for roadway/street purposes and transfer any real property interest it may have to Dallas County. Since the property is currently declared right of way and lies within the corporate limits of the City, the City is required to abandon the subject property for roadway/street purposes prior to Dallas County disposing of the property. The City of Duncanville will retain a 10-foot wide strip of land immediately adjacent to the curb line for roadway use. The landowners' drawing excludes such area as retained by the city.

The Public Works Department knows of no foreseeable public need for this portion of right-of-way and considers it surplus.

LEGAL INFORMATION

Dallas County may dispose of surplus right-of-way in accordance with V.T.C.A. Local Government Code, Section 272.001. This section of the Government Code permits the County to sell surplus right-of-way to the abutting or adjoining landowners in proportion to their abutting ownership and the division between owners must be made in an equitable matter. State Statute requires that the property be sold at the appraised fair market value, to be determined by an appraisal prepared by Dallas County.
FINANCIAL IMPACT

The Public Works Department cannot accurately assess the fair market value of the surplus property until an appraisal of the property can be accomplished. The landowner is responsible for providing a metes and bounds legal description and survey plat of the surplus property prepared by a Texas Registered Public Land Surveyor. All expenses to prepare the boundary survey/plat, administrative costs to prepare the appraisal report, and all other costs associated with the sale, if any, are to be borne by the landowner.

PROJECT SCHEDULE

COUNTY:  Brief Commissioners Court  February 11, 2003
      Court Order authorizing appraisal & negotiations  February 18, 2003
      Begin Appraisal  February, 2003
      Complete Appraisal  April, 2003
      Brief Results of negotiations  April, 2003

CITY:  City Council Ordinance Abandoning unneeded right-of-way  May, 2003

COUNTY:  Court Order authorizing sale and execution of QCD  May, 2003

PERFORMANCE MEASURES IMPACT

Sale of this Property will assist the Property Division in meeting its 3rd quarter performance measures for FY 2003.

RECOMMENDATION

The Public Works Department recommends that the Commissioners Court: (1) authorize the Public Works Department to perform an appraisal of the county-owned surplus property, and (2) initiate negotiations with Rice Tunneling & Boring Inc., (at the appraised fair market value, plus administrative costs to prepare the appraisal report), and submit the results to the Commissioners Court for formal approval.

If the Commissioners Court is in agreement, a court order authorizing the matter above will be placed on the next regular agenda.

APPROVED BY:

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

Xc:  Janet Ferguson, Chief, Civil District Attorney’s Office
     Craig Marek, Chief Appraiser, Public Works-Property Division

Enclosures
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, ABANDONING, RELEASING AND QUITCLAIMING ANY RIGHT, TITLE OR INTEREST IN AND TO REAL PROPERTY DESCRIBED AS A PORTION OF NORTH MAIN STREET AND DEPICTED IN EXHIBIT "A"; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, has determined that the property described and depicted in Exhibit "A" is not needed by the City; and

WHEREAS, upon request of the County of Dallas, the City Council has determined that the herein described property should be abandoned, released and quitclaimed to Dallas County and its successors and assigns in the interest of the public health, safety, and general welfare; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the City of Duncanville hereby closes and abandons, releases and quitclaims, in favor of the County of Dallas, Texas, that property described as a portion of North Main Street and more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof for all purposes, the same as if fully copied herein.

SECTION 2. That the abandonment, release, and quitclaim provided for herein shall extend to any public right, title and interest which the City of Duncanville, Texas, may have in and to the surface of said property for any street or roadway use and shall be construed to extend only to such interests that the governing body of the City of Duncanville, Texas, may legally and lawfully abandon. The City of Duncanville does not abandon any other interest other than that described herein.

SECTION 3. That the City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to Dallas County, and the recording of this abandonment ordinance in the real property records of Dallas County, Texas, shall serve as a deed of the City of
Duncanville to Dallas County and its successors and assigns of all the right, title or interest of the City of Duncanville in and to the property described and depicted in Exhibit "A", either in fee simple or by easement, or otherwise.

SECTION 4. This ordinance shall take effect immediately from and after its passage, as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the_________________ day of________________, 2003.

APPROVED:

________________________
MAYOR

________________________
ATTEST:

________________________
CITY SECRETARY

APPROVED AS TO FORM:

________________________
CITY ATTORNEY  (33284)
EXHIBIT "A"
CERTIFICATION

This is to certify that the attached document constituting an ordinance of abandonment, release and quitclaim of the property designated therein is a true and correct copy of an original document, prepared, kept and maintained in the ordinary course of business, representing the official act of the City of Duncanville, Texas, a duly incorporated municipality and subdivision of the State of Texas, is an official public record of the City, and constitutes a grant for the purposes and consideration therein expressed.

Attested and Executed by the City Secretary of the City of Duncanville, Texas, on this the _____ day of ________________, 2003.

City Secretary
City of Duncanville, Texas

(Type/Print Name)
February 4, 2003

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Ronica L. Watkins, Senior Budget and Policy Analyst

SUBJECT: Truancy Courts Visiting Judge Request

Background

In May 2002, the Commissioners Court entered into an Interlocal Agreement with the City of Dallas creating two Specialized Truancy Courts. The Agreement allowed for the appointment of two full-time Truancy Court Associate Judges who work under the direction of the Chief Administrative Judge, Jay Robinson, and through the guidance of the Truancy Coordination Board. The Truancy Coordination Board which was established under the agreement includes the following members: Commissioner Mike Cantrell, Judge Margaret Keliher, Council member Leo Chaney, Judge Cheryl Shannon, Judge Jay Robinson, and H. B. Bell of D.I.S.D. One item that was not addressed as part of the agreement was the ability to utilize visiting judges due to an emergency, illness, or vacation.

The purpose of this briefing is to request authorization to utilize visiting judges when Truancy Judges are out due to an emergency, illness or vacation.

Operational Impact

Currently, the courts are setting full day dockets for each day of the week in order to keep up with the volume of cases filed by Dallas Independent School District. The dockets are scheduled well in advance and witnesses (usually the school district) and defendants are notified to attend. Due to the volume of cases scheduled on a daily basis, it is very difficult for the truancy court clerks to notify all of the parties involved in the cases in a timely manner if a Truancy Court Judge is out due to an emergency or illness. However, having a visiting judge available allows the courts the flexibility to continue hearing cases scheduled on the docket during the time the Judge is unavailable.
Currently, both courts have cases scheduled for hearings through the end of February, while at the same time D.I.S.D. continues to file approximately 600 truancy cases weekly. In an effort to get the cases on the docket within 10-14 days of being filed in the court for the initial hearings, the Truancy Coordination Board approved new procedures to streamline the current process. It is anticipated that the changes will allow the Judges to hear up to 200 cases each day of the week. The condensed scheduling of the truancy cases on the docket makes it essential to have a contingency plan in place to implement if a Judge becomes unavailable due to an emergency or illness. The possibility of missing a scheduled court day of cases could ultimately result in a backlog.

This is the first year of full operation for the Truancy Courts. Fortunately, there has been no scheduling problems resulting in cancellation of dockets. Also, the Judges are agreeable to scheduling their vacations around the school calendar. However, if an emergency does occur, the truancy court will be prepared to adjust quickly with minimal delays.

The City of Dallas' Chief Administrative Judge Jay Robinson has confirmed that there is a pool of part-time Associate Judges available to the fill the void if needed. Judge Lister will be working with the City of Dallas to develop procedures to request an Associate Visiting Judge if and/or when the need arises. Once the procedures are developed they will be provided to the Truancy Coordination Board for review and final approval.

**Financial Impact**

Currently, the City of Dallas pays part-time Associate Judges an hourly rate of $41.61. As part of the Interlocal Agreement, Dallas County is required to pay for all expenses incurred by the City of Dallas for the Truancy Courts and would be responsible for paying for the part time judges in the event they are needed. There are no funds budgeted in the FY2003 Truancy Courts Budget to cover visiting judge expenditures. It is anticipated the financial impact will be minimal because both of the Judges agree to schedule vacation time around their dockets. However, if a visiting judge is required to fill in for a Truancy Court Judge for any period of time additional funding will be needed. The City of Dallas is reviewing whether or not the cost of the visiting judges would be included as part of the quarterly reimbursements or if a direct payment for services would be required. There are approximately three months left in the current school year. Therefore, allocating funds for this activity is not required at this time.

**Recommendation**

The Office of Budget and Evaluation recommends authorizing the use of visiting judges in case of an emergency, illness or vacation. Currently, this recommendation does not have financial implications. Once the procedures are developed for requesting a visiting judge and the payment method is established the Office of Budget and Evaluation will include the documents as an informational item for Commissioners Court review. Funding for the visiting judges will be addressed as part of the FY2004 Budget and does not require any additional funding at this time.
February 11, 2003

MISCELLANEOUS

1) PLANNING & DEVELOPMENT DEPARTMENT - requests authorization for a twenty (20) day project extension to Lee's Construction for the demolition and reconstruction project at 5002 N. Goode Road, Hutchins, Texas (Bid #2003-019-1247) due to inclement weather (rain) delaying the start of the project. Staff is requesting that all late fees be waived for this project and the final completion date of February 22, 2003 be accepted.

2) JUVENILE DEPARTMENT - requests approval to implement an information booth in the lobby of the Henry Wade Juvenile Justice Center. The cost of the modular unit is $5,366.30 including delivery and installation. Funding is available from the TJPC Interest Account, 00466.08410.07100.1987. (Please Refer to Information Item # 3)

3) ROAD & BRIDGE DISTRICT 4 (Rebrief) - requests approval for the following:

   a) Purchase and installation of modular workstations and furnishings ($18,203.30) and;

   b) Miscellaneous office modifications to accommodate the modular furniture and to enhance security ($7,434).

Funding is available within the Road & Bridge District 4 operating budget.

4) OFFICE OF BUDGET AND EVALUATION - requests,

   a) authorization to double fill the Truancy Court Manager position, Grade G, for a three-week period tentatively starting February 24, 2003-March 14, 2003. Double filling the position would allow the court to continue functioning in its current capacity through the transition period of hiring and training a new Truancy Court Manager. D.D.A. funds from Commissioners Court Administration in the amount of $2,647 will be utilized to cover the double fill for the three-week period.
is notifying Commissioners Court that the additional position numbers will receive Field Training Officer pay, Detention Training Officer pay or Fire Warden pay, based on Court Order 2002-2162-A. The Court Order authorized 161 Sheriff’s Office employees $100 per month for performing Training Officer and Fire Warden duties. Included with the Court Order were the authorized positions numbers that were to receive the supplemental pay. On November 26, 2002, 90 position numbers were authorized to receive supplemental pay. Five more position numbers, listed below, will receive supplemental pay as well. A total of 95 positions will be receiving supplemental pay, leaving the Sheriff’s Office with 66 unassigned position numbers slated to receive supplemental pay.

**Position Number**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1784</td>
<td>Technical Services</td>
</tr>
<tr>
<td>5616</td>
<td>Sterrett North Tower</td>
</tr>
<tr>
<td>6332</td>
<td>Sterrett North Tower</td>
</tr>
<tr>
<td>8907</td>
<td>Patrol</td>
</tr>
<tr>
<td>2337</td>
<td>West Tower**</td>
</tr>
</tbody>
</table>

**Position Number 2337 replaces position number 5082 for receiving compensation for acting as a training officer.**

**TRAVEL REQUESTS**

5) **SHERIFF’S DEPARTMENT** - requests approval for Charles E. Beran to attend the Metamorphosis 2003 Conference in Fort Worth, Texas on March 13-15, 2003: $291.50 is available in Grant CJAD, Sheriff’s Department, Travel/Training Account, FY Budget 2003, (01100.3151.2460.2003).

7) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval for:

   a) Essie Fielder, Annelle Munn, and Anna George to attend the Food Protection Management Recertification in Mesquite, Texas on February 20, 2003: $165 (registration fee) is available in Grant Fund, HHS/Older Adult Services Department, Training Fee Account, FY Budget 2003, (00466.08400.02460.2003).

   b) LaShonda Kissentaner & Alma Armendarez to conduct training class Introduction to Sexually Transmitted Disease Intervention in Riviera Beach, FL on March 2-13, 2003: $4,553.80 is available in Grant Fund, STD Prevention Training Center Department, Conference Training Account, FY Budget 2002, (00466.08709.02460.2002).

   EXCEPTION TO TRAVEL REQUESTS
   UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

   c) Paul Shirley and David Gruber to attend the Hospital Emergency Incident Command System in Irving, Texas on January 29, 2003: $50 (registration fee) is available in Grant Fund, OPHP-Bioterrorism Department, Training Fee Account, FY Budget 2002, (00466.08723.02460.2002).

8) **DISTRICT ATTORNEY** - requests approval for Carla Bean, Heath Hyde, Jon Lumbley, and Tania Loenneker to attend a Conference in Boston, MA on February 26 through March 2, 2003: $4,420 is available in Grant Fund, DA’s Office, Family Violence Department, FY Budget 2002, (0466.0485.2002).

**MISCELLANEOUS EQUIPMENT**

(1) DEPARTMENT: 1080 Purchasing
ITEMS: N/A
ESTIMATED COST: N/A
FUNDING SOURCE: N/A (Surplus Equipment)
EXPENDITURE SOURCE: N/A
**PROPOSED ACTION:** The Purchasing Department has requested one (1) lateral filing cabinet to be used to store current bid files. Recommended by Records Management and the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) 3311 Institute of Forensic Sciences - Medical Examiner’s Office</td>
<td>2 - Desks, 2 - Chairs</td>
<td>Surplus</td>
<td>N/A (Surplus Equipment)</td>
<td>N/A</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>Robert Poole is requesting permission to take two desks and two chairs out of surplus for new positions that were approved during the budget process for FY2003. Recommended by Office of Budget and Evaluation.</td>
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</tbody>
</table>

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<tr>
<th>DEPARTMENTS:</th>
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<th>EXPENDITURE SOURCES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3) 4165 193rd Civil District Court</td>
<td>Green Polarizer and Labor Hours for repair to projection equipment</td>
<td>$698</td>
<td>Unallocated Reserves</td>
<td>00120.4165.02640.2003 (General Fund, 193rd Civil District Court, Maintenance/Labor on Building/Office Equipment)</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>Judge David W. Evans of the 193rd Civil District Court has requested funds to pay for a green polarizer and labor that were necessary to repair the projection equipment that was donated to Dallas County during the IBM trial. Recommended by the Office of Budget and Evaluation.</td>
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</table>

**TELECOMMUNICATIONS REQUESTS**

Physical Evidence M-0301056 requests to relocate the department fax machine to a new location. Equipment: $0.00; Installation: $33.00, labor covered by contract; no recurring cost. Recommended.
Constable Precinct 4 MD-0301049 requests to install a data-line cable in the Chief Clerks office to provide access to network. Equipment: $0.00; Installation: $158.75, labor covered by contract; no recurring cost. **Recommended.**

Public Defender M-0301052 requests to relocate extension 3061 to a new office on the 7th floor and assign a new extension to room C9-2 on the 9th floor. Equipment: $0.00; labor covered by contract; no recurring cost. **Recommended.**

Constable Precinct 5 M-0301058 requests to relocate the telephone jack to the wall to allow tombstone jack to be removed. Equipment: $0.00; Installation: $86.00, labor covered by contract; no recurring cost. **Recommended.**

Health & Human Services M-0301064 requests to relocate a data-line cable to the opposite wall to due to changes in the office. Equipment: $0.00; Installation: $41.50, labor covered by contract; no recurring cost. **Recommended.**

UTMB MD-0301063 requests to install a data-line cable in room A-14 on the 5th floor to provide access to network. Equipment: $0.00; Installation: $58.75, labor covered by contract; no recurring cost. **Recommended.**

Sheriff Bailiff MD-0301062 requests to install a data-line cable in room C11-2 of the 1st floor of the FCCB. Equipment: $0.00; Installation: $58.75, labor covered by contract; no recurring cost. **Recommended.**

CID MD-0301061 requests to install a data-line cable in room C-3 of the FCCB to relocate the RMS system. Equipment: $0.00; Installation: $41.50, labor covered by contract; no recurring cost. **Recommended.**

68th District Court M-0301039 request to install a single-line phone on the bench to allow the Judge to communicate when necessary. Equipment: $36.96; Installation: $83.00; no recurring cost. **Re-brief**

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.